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Ms. Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E. Street S.W., Room 1034
Washington, DC 20423-0001

Re: **Docket No. FD 36332**
National Railroad Passenger Corporation – Petition
For Proceeding Under 49 U.S.C. § 24903(c)(2)

Dear Ms. Brown:

Attached for filing under seal in the above-captioned proceeding is the **Reply of Commuter Rail Division of the Regional Transportation Authority and Northeast Illinois Regional Commuter Railroad Corporation**, dated June 24, 2020. The filing contains two volumes and supporting work papers: Volume I is the Brief and supporting materials; Volume II contains verified statements and supporting materials. Work papers are being transmitted in a separate file.

Pursuant to the Board's order served June 23, 2020, Metra will submit a redacted version of this filing by July 1, 2020.

Should any questions arise regarding this filing, please feel free to contact me. Thank you for your assistance on this matter. Kind regards.

Respectfully submitted,

Thomas J. Litwiler
Attorney for Metra

TJL:bs
Attachments
cc: Parties of Record

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36332

NATIONAL RAILROAD PASSENGER CORPORATION —
PETITION FOR PROCEEDING UNDER 49 U.S.C. § 24903(c)(2)

REPLY OF COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY AND NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION

VOLUME I OF II

BRIEF AND SUPPORTING MATERIALS

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REGIONAL TRANSPORTATION AUTHORITY
AND NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION**

Dated: June 24, 2020

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BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36332

NATIONAL RAILROAD PASSENGER CORPORATION –
PETITION FOR PROCEEDING UNDER 49 U.S.C. § 24903(c)(2)

REPLY OF COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY AND NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION

Pursuant to the decision of the Surface Transportation Board (the "Board" or "STB") served April 29, 2020 in this matter, Respondents Commuter Rail Division of the Regional Transportation Authority and Northeast Illinois Regional Commuter Railroad Corporation (collectively, "Metra") make this Reply to the Opening Statement of Petitioner National Railroad Passenger Corporation ("Amtrak").

INTRODUCTION

Amtrak's filing is characterized by disingenuous and result-oriented reasoning in the extreme. Apparently dissatisfied with the compensation that would be commensurate with operational realities at CUS, Amtrak simply reverses its prior positions and disclaims its own evidence regarding the parties' relative usage of facilities and services at CUS. This is most starkly evident in Amtrak's treatment of the Great Hall at CUS, where Amtrak's own June 14, 2019 Proposed Agreement submitted to the Board, Amtrak's own usage studies, and Amtrak's discussions with Metra regarding passenger flow patterns are all thrown overboard, and the proportion of Great Hall expenses that Amtrak argues should be allocated to Metra jumps from [redacted] Amtrak tries to do this—with a nearly $2.4 million concomitant increase in the

annual costs to be charged to Metra—in four seemingly innocuous sentences buried in two footnotes within its 53-page filing. Amtrak Opening Statement, 26, n.12 and 29, n. 14.

The story is much the same elsewhere. Amtrak invents a different and arbitrary weighting methodology solely for the Headhouse basement than is utilized for all of the rest of CUS, resulting in another approximately $1.6 million hit to Metra. Amtrak also tries to walk away from its own CUS policing study showing that police utilization at CUS is vastly directed to Amtrak rather than Metra passengers. Amtrak selectively tallies capital projects that did not involve or benefit Metra—and that Metra wasn't even asked to participate in—to dramatically understate Metra's historic contribution to capital expenditures at CUS. And Amtrak seeks to import and adopt here costing methodologies from the Northeast Corridor that derive from a different statutory scheme and remain subject to their own unresolved legal ambiguities.

Metra addresses these and Amtrak's other various arguments in depth below. Ultimately, the Board's compensation determinations in this proceeding must "reasonably reflect the relative use of rail property" at CUS by Metra and Amtrak. 49 U.S.C. § 24903(c)(2). That process must depend on and reflect factual realities, rather than one party's opportunistic efforts to maximize compensation notwithstanding legal or factual imperatives that may be sacrificed along the way.

In a joint filing submitted on June 19, 2020, Amtrak and Metra stipulated that, where Metra's usage rate is to be determined by a 50/50 weighing of relative passenger and train counts at CUS, that rate should be 83%. The parties also agreed that non-compensation terms for Metra's use of CUS (excluding liability) should not be decided by the STB at this stage of these proceedings, and instead should be subject to negotiation, STB-directed mediation, and subsequent Board resolution as necessary. This reply thus does not address the arguments in

Amtrak's Opening Statement regarding non-compensation terms (except for liability). As adjusted to reflect the parties' stipulation on the usage rate referenced above, the Board should find that the compensation owed by Metra to Amtrak for use of CUS in fiscal year 2020 is either **$6,785,381 or $7,952,020**.

LEGAL STANDARDS

I. THE NEC POLICY IS NOT A LEGAL STANDARD, IT IS NOT A PRODUCT OF SECTION 24903, AND AMTRAK'S SELECTIVE APPLICATION OF THE NEC POLICY IS UNWARRANTED AND INAPPROPRIATE.

With respect to this dispute and the issues for which the parties seek Board resolution, 49 U.S.C. § 24903 alone is controlling. Metra has detailed in its Opening Statement how it believes that the Board can faithfully apply the principles in the statute to resolve the disputes genuinely at issue here. Amtrak, on the other hand, presses for an opportunistic fully-allocated cost grab that is inconsistent with the applicable statute, and risks considerable Metra cross-subsidization of Amtrak. As a shortcut intended to leverage existing and potential disputes elsewhere, Amtrak, unlike Metra, relies upon the inconsistent application of a highly questionable cost allocation regime in which Metra has had no prior involvement.

In those instances where it is helpful to its case to do so, Amtrak invokes the Northeast Corridor Policy (or "NEC Policy") as mandating certain CUS cost allocations Amtrak advances in its Opening Statement. The so-called NEC Policy upon which Amtrak opportunistically relies at times derives from collective action required under Section 212 of the Passenger Rail Investment and Improvement Act of 2008 (codified at 49 U.S.C. § 24905), and it allegedly governs certain costing allocation issues with respect to the use and operation of Northeast Corridor railroad facilities used by Amtrak and several other railroad transportation

providers. The NEC Policy is of dubious legal and constitutional validity, is largely a product of *ad hoc* negotiations among NEC stakeholders (many of which have rejected it)—a dialogue in which it appears to Metra that Amtrak dominated for its own purposes. It has never been examined or endorsed by the Board or any reviewing court, is by Congressional design intended to address issues specific to the Northeast Corridor, and is the product of a distinct statutory regime that does not apply here.[1]

Because the Board has never endorsed the NEC Policy, whether as a faithful execution of Congressional intent or as a model for use in disputes under other cost allocation statutes, its application here would only muddy the legal waters. Suffice to note that Metra objects to Amtrak's efforts to secure backdoor legitimacy for the NEC Policy by inviting its application to decidedly non-Northeast Corridor operations, and that Metra would challenge the legality of any Board decision founded on an application of that document. Metra believes that many Northeast Corridor stakeholders would be incensed that Amtrak has attempted to have the Board indirectly legitimize the NEC Policy in the course of this particular proceeding.

Metra will resist the temptation to recount in detail the various ills of the NEC Policy, but the Board has encountered the document before, and by now should recognize that it is not the convenient, established, or "nearly perfect" analog that Amtrak characterizes it as being (Amtrak Opening Statement, 16). As indicated, the NEC Policy has never been found to be consistent with 49 U.S.C. § 24905, and it is unclear at best whether application of the document

[1] Consider that Section 24903 is the codification of part of the Regional Rail Reorganization of 1973. Pub. L. No. 93-236 (most recently amended in relevant parts in 1997), while Section 24905 is the codification of Passenger Rail Investment and Improvement Act of 2008 ("PRIIA") Section 212. Prior to PRIIA, disputes over NEC properties would have been resolved under Section 24903. *Compare* Pub. L. No. 93-236 with Pub. L No. 110-432, § 212. If anything, Section 24903 informs Section 24905—Amtrak has it backwards in arguing Section 24905 dictates an outcome under Section 24903. Fundamentally, Section 24905 reflects Congressional intent to treat the NEC differently than CUS by severing the NEC from Section 24903.

as it currently exists violates prohibitions against an Amtrak cross-subsidy (as Metra believes it does). Amtrak's claim that the NEC Policy is faithful to Section 24905 is self-serving, unproven (and disputed),[2] and has ramifications beyond the scope of this case,[3] and, so, Amtrak's argument that the instrument is appropriate in a Section 24903 context is simply incorrect.

Especially galling is that Amtrak is insisting upon the application of a cost-allocation policy that, beyond being legally untested, was the product of a fractious effort among various Northeast Corridor stakeholders, dominated (from Metra's perspective) by Amtrak. Neither Metra nor the State of Illinois had any involvement in the formulation of the NEC Policy. As such, Board adoption of Amtrak's suggestion that the NEC Policy is a convenient shortcut raises meaningful Due Process considerations. How can Metra be held to standards under a document developed by a consortium of northeastern passenger rail interests that, by design, excluded the likes of Metra? Furthermore, the statute upon which the NEC Policy depends, and the process by which it was developed, are laden with significant Constitutional shortfalls that, again, this agency has encountered before, and has, in those instances, handled with due caution. *See e.g., National Railroad Passenger Corporation — Petition for Relief Pursuant to 49 U.S.C. § 24905*, Docket No. FD 36048 (STB served Oct. 3, 2016), 4.

Setting aside for the moment the thorny issue of the NEC Policy's legal validity and its dubious connection to this proceeding well outside of the Northeast Corridor, Metra disputes Amtrak's contention that Section 24905 mandates a fully-allocated cost regime, particularly one where Amtrak need only to point to a cost as nominally of benefit to joint users

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[2] Amtrak Opening Statement, 15 ("Neither the Board nor any court has interpreted Section 24903 or its specific requirements for cost allocation"). Then again, "neither the Board nor any court has interpreted" Section 24905 or reviewed the NEC Policy for conformance to Section 24905 on its merits.

[3] *See Southeast Pennsylvania Transportation Authority — Petition for Relief under 49 U.S.C. § 24903*, Docket No. FD 36281 (STB filed Mar. 11, 2019).

of a transportation asset, and thereby demand (and expect) a prescribed percentage share of the cost from a co-user. Amtrak's forced application of the NEC Policy is driven not by a desire to have Metra pay a "fairly allocated share" (Metra Opening Statement, 6 (quoting Amtrak's media comments)), but rather by a plan to lock Metra into a fixed percentage of contribution for Amtrak costs regardless of whether Amtrak's spending choices deliver little or no benefit to Metra.

Amtrak's selective application of the NEC Policy further belies its purported role as a "nearly perfect roadmap" for resolution of this dispute. Amtrak Opening Statement, 16. Amtrak's facts-be damned, result-driven approach to disputed costing issues reveals that Amtrak is prepared to (and does) jettison the NEC Policy where its application would potentially reduce Metra's share of certain allocable costs. Such tactics show that even Amtrak is reluctant to adhere to the NEC Policy.

For example, in connection with the allocation of CUS operations and maintenance costs, Amtrak finds that a straightforward spatial apportionment of CUS areas as the NEC Policy would require produces a larger allocation of station costs to Amtrak. Accordingly, as discussed below, Amtrak proposes spatial "discounts" for the Headhouse basement section of CUS that appear very much at odds with Amtrak's contention that application of the NEC Policy would assure uniformity. Amtrak Opening Statement, 19 ("sole-benefit costs should be calculated based on the share of station square footage that is used only by an individual operator, and common-benefit costs should be calculated based on the share of square footage that is deemed shared space. Section 212 Policy § 5.4.1") (citing the NEC Policy). *But, see id.* at 28 (bypassing straightforward allocation of station area by alleging that the Headhouse basement area warrants an artificial square footage reduction that would be

inconsistent with NEC Policy dictates).[4] Amtrak also rejects the NEC Policy with respect to capital expenditures. Amtrak Opening Statement, 20 (characterizing its departure from the NEC Policy as a "streamlined" approach to capital planning).

II. AMTRAK'S OUTCOME-ORIENTED CASE FOR A FULLY-ALLOCATED COSTS SCHEME WOULD YIELD AN IMPERMISSIBLE CROSS-SUBSIDY TO AMTRAK AT METRA'S EXPENSE.

While Amtrak presses for the Board for fully-allocated costs, Section 24903 does not lend itself to this, and never mentions fully-allocated costs at all. Not only that, Section 24903 bars Amtrak's cost-allocation concept by clearly prohibiting cross-subsidies. The statute does not permit Metra to contribute to a cost beyond the "primary benefit," as Metra explained in its Opening Statement at 10-13 (discussing *Boston & Me. Corp v. ICC*, 911 F.2d 743, 752 (D.C. Cir. 1990). Not only is Amtrak's view of cross-subsidization unsupported and offensive to judicial precedent, it is also illogical. As Amtrak would have it under its result-oriented, fully-allocated cost approach, for ***any*** expense that Amtrak elects at its sole discretion to incur that would be included in an allocable CUS cost category, Metra would be presumed to carry the lion's share of that expense, even if the expense is incurred for the primary benefit of Amtrak and is of negligible benefit to Metra. Amtrak argues that Metra must pay either 75% or 90% of CUS costs. Amtrak Opening Statement, 38. Amtrak has concocted its own moral hazard,[5] which it seeks to legitimize by its statutory interpretation.

Indeed, Amtrak presents its own case against a fully-allocated cost methodology. As discussed below, Amtrak complains about Metra's 20% share of CUS capital expenditure in

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[4] *See also* V.S. Miller, ¶ 65(e) (making unsupported assumption that basement does not contribute meaningfully to costs).

[5] *See gen.* Baker, T., "On the Genealogy of Moral Hazard", 75 Tex. L. Rev. 237 (1996); Reply V.S. Crowley/Mulholland, 19. Borrowing a concept from insurance, the law and economics disciplines recognize the inequities of allowing one party to incur costs at its sole discretion at another's expense.

2016-2017, the bulk which were for Great Hall improvements of particular interest and benefit to Amtrak. Recognizing the fact that those capital improvements predominantly benefitted Amtrak, Amtrak properly, and fairly, did not demand Metra contribution. See, e.g., V.S. Miller, Ex. 3, Capital-Common Cell E15, E23, E28, E29; V.S. Oppenheim, 4. Amtrak acknowledges that such expenditures benefit Metra at an approximately [redacted] rate. Amtrak Document No. 2474 (V.S. Terry Ex. 1). Under a fully-allocated cost scheme, however, Amtrak would claim to be entitled to recover either 75% or 90% of these project costs from Metra. Amtrak Opening Statement, 38. This is obviously cross-subsidization.

DISCUSSION

I. AMTRAK'S POLICE ALLOCATION METHODOLOGY DOES NOT ADHERE TO THE STATUTE BY ESCHEWING ITS RECOGNITION OF METRA's RELATIVE USE OF POLICE RESOURCES.

Amtrak argues that Metra should pay $4,092,980 for Amtrak's CUS police services. Amtrak Opening Statement, 3. Amtrak arrived at this startling figure by calculating the costs of the majority of its budgeted CUS police positions, and then allocating those costs 84.2%[6] to Metra and 15.8% to Amtrak. Amtrak's proposed split of police costs derives from an NEC Policy terminal facilities police cost allocation formula and Metra's CUS share of CUS passengers and train counts.

Amtrak's proposal is inconsistent with applicable statutory mandates as cited but not adhered to in Amtrak's Opening Statement. It ignores Amtrak's burden of proof. It vastly overstates Metra's use of Amtrak's police services at CUS, as repeatedly confirmed in Amtrak's own data. And it requires Metra to subsidize Amtrak's police services dedicated to patrons of

[6] Subsequent to the filing of Amtrak's Opening Statement, the parties stipulated that the 50-50 calculation of train and passenger counts (if used at all) should result in an 83.0% allocation of common costs to Metra and a 17.0% allocation to Amtrak.

Amtrak's rent-paying tenants. In short, the Board should conclude, as Metra has contended since negotiations with Amtrak first began, that there is no basis to require Metra to pay the larger share of Amtrak's actual CUS police expenses. Additionally, whatever the merits of the NEC Policy allocation method, it is untethered to the situation at CUS and the facts presented here. The Board should remain faithful to the statutory mandates of Section 24903 and other governing legal principles, and find that Metra should pay a smaller fraction of Amtrak's actual costs for policing CUS, based upon the best available evidence of Metra's use of Amtrak's police forces.

A. Amtrak's Police Cost Allocation Proposal is Inconsistent with Section 24903.

In its Opening Statement, Amtrak reaffirms Section 24903 as setting out the governing principles for determining just remuneration of Amtrak for its police services at CUS. While that statutory provision has been discussed at length, two passages from Section 24903(c)(2) bear consideration as they relate to the allocation of police costs. First, "The Board shall assign to a rail carrier obtaining transportation under this subsection the costs Amtrak incurs only for the benefit of the carrier, plus a proportionate share of all other *costs of providing transportation* under this paragraph incurred for the common benefit of Amtrak and the carrier." 49 U.S.C. § 24903(c)(2) (emphasis added).

Neither Amtrak nor Metra have identified any police costs at CUS that only benefit Metra, so police costs allocation is governed by the "proportionate share" prong of the statute. By statute, the only costs to be allocated between Amtrak and Metra are the "costs of providing transportation." This provision acts as a filter of the costs that may be allocated between the parties under Section 24903. In other words, costs incurred by Amtrak for policing

functions at CUS that are unrelated to providing transportation should not be included in any allocation. Policing of waiting areas, ticketing facilities, and platforms—all necessary elements for providing rail transportation for passengers—may be allocated based on usage. The costs of policing the food court and event spaces at CUS (conveniences and/or money-making ventures for Amtrak unnecessary for passenger rail transportation) are not, and thus are Amtrak's alone.

Amtrak's Opening Statement fails to recognize that a portion of its CUS police budget is incurred in providing police services to non-transportation functions benefitting Amtrak and its non-transportation tenants. *See gen.* Amtrak Opening Statement.[7] In fact the information that Amtrak provided in discovery contains no basis for determining how large a percentage of that police budget is dedicated to providing police protection for persons in CUS that have no connection to riding a train. Instead, Amtrak suggests in its Opening Statement that "the Parties must take [CUS] as they (and their passengers) find it" (Amtrak Opening Statement, 3), implying that Metra's responsibility for CUS police costs will be extended to whatever non-transportation functions Amtrak chooses to establish at CUS. Amtrak's proposed allocation would require Metra to subsidize Amtrak's policing of non-rail occupants at CUS. Far from being "fair" and "reasonable" (Amtrak Opening Statement, 4), Amtrak's proposed police cost allocation, by definition, violates Section 24903.[8]

A second passage from Section 24903(c)(2) is also relevant: "The proportionate share shall be based on relative measures of volume of car operations, tonnage, or other factors

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[7] The Verified Statements of Bethany Tiernan and Joseph Patterson at least acknowledge the presence of third-party users within CUS. *See* V.S. Tiernan, 4 ("In addition, many people come into Chicago Union Station who are neither Amtrak nor Metra passengers.") and V.S. Patterson, 7 (referencing "passengers or other members of the public.").

[8] Curiously, Amtrak recognizes in its Opening Statement that it would be inappropriate to include CUS square footage used by Amtrak's revenue-paying tenants in its calculation of CUS joint use square footage (V.S. Suchy, 20), but Amtrak fails to recognize the principle that police cost allocation should be adjusted to reflect police responses for third-party CUS occupants.

that reasonably reflect the relative use of rail property covered by this subsection." 49 U.S.C. § 24903(c)(2). Thus, the allocation of any cost should be based upon the best available data that reflects the usage. While providing examples of the types of information that may assist in allocating costs, the statute is clearly not exhaustive on the subject. The focus of the sentence is on relative ***use***. In this regard, Amtrak's proposed use of the NEC metric for allocating police costs (a 50-50 weighting of passenger and train counts) falls particularly flat. Amtrak makes virtually no effort to explain, for example, why train counts are relevant to allocating police costs at CUS, and Metra can think of no such explanation. Train counts are not a viable proxy for use of police services.[9]

As for passenger counts, they too are irrelevant in isolation, because treating all rail passengers alike, whether Amtrak's or Metra's, as Amtrak's allocation formula does, ignores the use-focused Section 24903 mandate. Each rail passenger arriving at or departing from CUS uses the station, but that use of the station—the statutory directive for allocating costs—can be quite different. As contemplated in Amtrak Document No. 2474 (V.S. Terry Ex. 1), Metra passengers tend to transit quickly through the station, with many tracing the familiar route between their Metra train and their office, without lingering. *See also* V.S. Byrd, 3-4. Amtrak passengers tend to use CUS for far greater periods of time, exposing them to a potential criminal element for a longer period of time, and expanding the time they may require medical assistance. *Id.* at 4-5.

Amtrak's statistics bear this out. More of Amtrak police's attributed Incidents and Calls for Service ("CFS") at CUS relate to Amtrak customers, not Metra customers. *Id.* at 17,

[9] Amtrak does not provide police services on Metra trains, and the presence of Amtrak police officers on Amtrak trains provides no benefit to Metra.

and Metra-attributed Incidents and CFSs comprise a mere [redacted] of all police-documented events. *Id.* at 13. Even though derived from partial data (a deficiency that Amtrak alone could have fixed, but did not), that statistical discrepancy would not be apparent at all if, as Amtrak posits, Amtrak police spent approximately 83.0% of its resources policing Metra passengers and operations. Amtrak's "heat maps" (locating Incidents and CFS's within CUS) also show "hot spots" in places where Metra passengers frequent less often, such as the food court, the Great Hall, and places restricted to Amtrak patrons—such as the Amtrak Metropolitan and Boarding lounges. *Id*. at 23.

Whatever the merits of Amtrak's legally-untested NEC Policy police cost allocation formula, strict passenger and train counts are not the "good, broad proxy"[10] indicative of the consumption of police services at CUS as Amtrak baselessly claims. Actual statistics, created by actual Amtrak police officers, and reflecting attribution of actual Incidents and CFS's, are far superior in that regard. The Board should reject Amtrak's proposed allocation formula for CUS police costs as inconsistent with Section 24903.

B. Amtrak Must Be Held to the Burden of Proof.

Amtrak initiated this docket, and, accordingly, it bears the burden of proof. *See* 5 U.S.C. § 556(d). That is particularly appropriate in allocating CUS police costs, because all the data needed for this allocation exercise is exclusively within Amtrak's control. Metra has no ability to track the various roles fulfilled by Amtrak police at CUS.

Amtrak's Opening Statement avoids any discussion of the burden of proof. It is not surprising that Amtrak would ignore this issue, for two reasons. First, it would compel

[10] Amtrak Opening Statement, 15.

Amtrak to acknowledge the aforementioned requirements at 5 U.S.C. § 556(d). Second, Amtrak is solely responsible for the absence of robust data to establish the relative proportion of usage of Amtrak's CUS police force. In discovery, Amtrak admitted that it declined to have its police force solicit information to determine whether persons seeking police assistance were present at CUS as a Metra patron, Amtrak patron, both, or neither. V.S. Byrd, Ex. 7. Amtrak's decision leaves only the statistics contained in Amtrak 6422 through 6428, which show that, between January 1, 2016 and March 31, 2019, only [redacted] of Amtrak police Incidents and CFS's involved a Metra passenger. There is no documentation in the record beyond that to establish any use of Amtrak's police by Metra's passengers.

To be clear, Metra is not asserting that only [redacted] of the Incidents and CFS's responded to by Amtrak police at CUS in 2016 and 2017 involved Metra customers. Undoubtedly, some number of additional Incidents and CFS's could have been associated with Metra passengers. But Amtrak elected not to secure and retain that information. Consequently, Amtrak cannot prove that Metra's actual use of Amtrak policing exceeds [redacted]. Amtrak alone should bear responsibility for its inability or unwillingness to generate and retain more complete data.

Any Board determination setting Metra's contribution for Amtrak's police services in excess of [redacted] of allowed costs is premised not on evidence of record, but rather on supposition and extrapolation. The law requires more from a party seeking relief, and conjecture should not be used to bridge evidentiary gaps.

C. Amtrak Must Bear the Majority of its Costs for Policing CUS.

Amtrak's paltry documentation on Metra's use of Amtrak policing supports the conclusion that Amtrak should receive no more than [redacted] per year from Metra for CUS. But the record contains an alternative means to establish that Amtrak should bear the bulk of the costs of policing CUS. In preparing to resolve the proper allocation of CUS police costs, Amtrak studied the Incidents and CFS's recorded by Amtrak police at CUS from January 1, 2016 through March 31, 2019. The statistics generated showed that of Incidents and CFS's that could be attributed to either Amtrak or Metra, Amtrak attributed approximately [redacted] of those to Amtrak passengers. This data affirms the testimony of Mr. Byrd—because Amtrak passengers are in CUS for a much longer period of time than a typical Metra passenger, they comprise the bulk of Amtrak's police oversight and responses. The longer a person occupies CUS, the greater the chance they will require police intervention. In fact, many Metra passengers never enter the CUS terminal—[redacted] use the direct access from Madison Street to station platforms. Amtrak Document No. 2473 (V.S. Terry Ex. 1, 2). Use of this alternative attribution formula, while itself ignoring the requirements of Amtrak's burden of proof, would result in Metra paying [redacted] annually for Amtrak's provision of police services at CUS.

In its Opening Statement, Amtrak assiduously distances itself from its limited police data (Amtrak Opening Statement, 36-37), presenting three unavailing arguments as to why that probative information should be disregarded. First, Amtrak claims that using the Incident and CFS data would violate Section 24903, which Amtrak claims allows only data that reflecting usage of *facilities*, not services. That argument ignores the major focus of a Section 24903 inquiry—identifying what is a cost of transportation. 49 U.S.C. § 24903 (c)(2). This argument elevates form over substance, requiring the Board to ignore the most relevant evidence of

Metra's use of Amtrak's police forces, and ignores Amtrak's argument that Section 24903 requires the Board to "utilize other factors that satisfy the statute." Amtrak Opening Statement, 15.

Second, Amtrak's allocation formula requires the assumption that each Metra and Amtrak passenger using the station benefits equally from a police presence, thus justifying the use of total passenger counts (but lacking any justification for the inclusion of train counts) in the allocation formula. But the evidence shows that Metra and Amtrak use CUS very differently. Police service usage is not simply a matter of headcount, but of passenger-hours at CUS. The statistics confirming that the bulk of Amtrak's attributed Incidents and CFS's are focused on Amtrak customers is merely reflective of the broader point made by Robert Byrd—Metra may have many more passengers in the station on weekdays than Amtrak, but because they are in the station for a shorter period of time, the majority of Amtrak's police focus is on its own customers and their belongings. Dwell time has an impact on both the "active" use—as demonstrated in statistics—and the latent or prophylactic benefit of crime deterrence; persons staying in the station longer receive more deterrence benefit. This variance in dwell time and usage demonstrate distinct costs of transportation.

Finally, Amtrak dismisses its recorded Incidents and CFSs as "essentially meaningless" and lacking "explanatory power" because the statistics are not normally kept by Amtrak, and because the underlying data is an "approximation" and "not always precise." Amtrak Opening Statement, 36. This argument ignores Amtrak's earlier statement that Section 24903 does not require that costs be allocated "to a certainty based on exact use," and acknowledges that, under Section 24903, costs may be allocated based on "a good, broad proxy." *Id*, at 15.

Amtrak's evasion its own data and analysis—a frequent habit, as will be discussed in the sections following—cannot support Amtrak's treatment of all CUS train riders as fungible. Amtrak does not dispute that its passengers spend far more time within CUS than do Metra's. If all rail customers use police services to some degree while in the station, then those that spend more time within CUS are perforce using those police services more than those that swiftly transit through the station. The extended presence of Amtrak passengers is reinforced by Amtrak's allocation of Incidents and CFSs, which therefore provides the "good, broad proxy" of the relative use of Amtrak's police services.

II. AMTRAK'S STATION OPERATIONS AND MAINTENANCE COST ALLOCATION PURPOSELY IGNORES PERTINENT FACTS AND ANALYSIS IN AN ATTEMPT TO FOIST AN UNLAWFUL SHARE OF THESE COSTS ONTO METRA.

Having examined Amtrak's Opening Statement and its discussion of the allocation of station operation and maintenance costs, it is apparent that the crux of the dispute on this subject is not the SOM costs, nor even the allocation formula itself that would be used for cost apportionment, but rather certain of the inputs of the cost allocation formula. To be sure, Metra rejects Amtrak's unsupported and unjustified G&A cost additive (of which Amtrak has offered only passing discussion in its Opening Statement), and Metra's choice of an index factor for SOM costs and all others. But, where the parties' SOM cost positions diverge most significantly concerns the calculation of what Metra in its Opening Statement described as the Spatial Formula Ratio ("SFR")—which Metra now calculates at [redacted] (representing the

percentage of SOM costs that Metra would bear)[11] and that Amtrak has calculated at [redacted] That difference is by far the single largest factor in explaining the chasm between, for example, Metra's position on its share of 2018 SOM costs ($1,820,163) and Amtrak's contention that Metra should instead bear [redacted] of 2018 SOM expenses.

As explained below, this difference in SOM cost allocation is directly (and almost entirely) the result of various Amtrak contrivances that are at odds with Amtrak's own data and analysis. Faced with certain inconvenient truths, Amtrak would have the Board ignore its own CUS use data and its earlier, well-reasoned spatial allocation. Metra will show in the discussion following that Amtrak has contradicted its own position by imposing qualitative (and inherently subjective) adjustments to Station square footage utilization, repudiating its own data on Great Hall utilization, and purposely ignoring applicable law in a naked attempt artificially to inflate Metra's alleged share of SOM costs.

A. Overview

By way of brief background, Metra provided a detailed, step-by-step explanation of how it had calculated its share of annual SOM costs in its Opening Statement, pointing out along the way that Metra had depended upon—and had accepted for purposes of this exercise—Amtrak-supplied data as the foundation for SOM cost allocation. Metra noted that the parties had arrived at a general formula (the SFR) under which they had stipulated that SOM costs would be apportioned, based generally upon a ratio of relative usages of CUS station square footage. In the process, Metra explained that it had accepted Amtrak SOM cost data with two exceptions—

[11] In its Opening Statement, Metra contended that the correct SFR to apply to annual SOM costs was 14.7%. That figure depended upon the inclusion of a Usage Factor of [redacted] to be applied to CUS common benefit areas. The parties have since stipulated to the application of a Usage Factor of 83%, prompting the above change in SFR.

Amtrak's General and Administrative ("G&A" or overhead) additive, and Amtrak's proposed inflationary factor. Based upon the foregoing considerations, Metra submits that total SOM costs for CUS for 2018, 2019, and 2020 are, respectively, $1,820,163, $1,855,656, and $1,891,841.[12]

Before addressing the SFR issues that substantively divide Metra and Amtrak, Metra briefly will discuss the G&A cost additive and indexing issues to show that Amtrak's 2018 SOM cost calculation, and the SOM estimates for subsequent years flowing from that 2018 calculation, are flawed and overstate true SOM costs.

B. Amtrak's Opening Statement confirms that Metra's annual SOM cost adjustments are appropriate.

Amtrak's Opening Statement does nothing to alter Metra's position on the G&A additive that Amtrak has insisted upon including in total SOM costs. Amtrak's Opening Statement takes for granted its overreaching G&A factor. The additive is barely discussed, and nowhere explained or justified. On the other hand, Metra's costing experts, Thomas D. Crowley and Robert D. Mulholland of L. E. Peabody & Associates, explained Metra's position on the G&A additive as part of Metra's Opening Statement. Now, having examined Amtrak's evidence and argument, Metra finds no basis to alter its position. Amtrak's G&A additive is excessive and unwarranted. Accordingly, Metra stands by its compromise offer of an adjusted G&A additive as set forth in its Opening Statement, which better reflects an appropriate overhead associated with the operation of the CUS station facilities.

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[12] Metra's restated 2018, 2019, and 2020 SOM cost allocation figures presented here differ modestly from (and are higher for Metra than) those set forth in its Opening Statement due to the application of a recently-stipulated Usage Factor of 83% in place of the [redacted] Usage Factor for which Metra originally had advocated. *See* Reply V.S. Crowley/Mulholland, 12.

As was discussed in Metra's Opening Statement, and echoed in Amtrak's counterpart filing, the parties agree that aggregated CUS costs to be shared between the parties should be adjusted annually by a single inflationary index. Metra explained that Core Personal Consumption Expenditures Price Index ("Core PCE") is a well-suited index to apply to all CUS costs on a going-forward basis. Metra also showed that the use of Core PCE is consistent with Amtrak's own cost forecasting, and appropriate to apply to the array of inputs that collectively constitute CUS costs. Moreover, Metra demonstrated in detail that Core PCE was an especially useful index for SOM cost changes. Amtrak, as expected, insists upon the use of an AAR index, which is inappropriate for SOM costs specifically, and for CUS costs generally, as Messrs. Crowley and Mulholland detail in their Reply Verified Statement ("Reply V.S. Crowley/Mulholland"). Accordingly, Amtrak's opening evidence—combined with Amtrak-supplied materials upon which Metra has relied for SOM cost calculations—supports the application of Core PCE here.

Amtrak's Opening Statement reveals that Metra's G&A additive adjustment and its application of Core PCE to SOM costs are both entirely appropriate. Amtrak has done nothing to support its competing position on both subjects. Accordingly, Metra stands behind its position that total SOM costs for CUS for 2018, 2019, and 2020 are $1,820,163, $1,855,656, and $1,891,841, respectively.

C. Amtrak's CUS spatial allocation scheme is a result-oriented sham purposely designed to force an unfair and unlawful share of annual SOM costs onto Metra.

As Metra has explained previously, the parties have agreed that SOM costs would be apportioned pursuant to the application of the SFR. That is, Metra's share of SOM costs would be determined under the following formula, the product of which would be the SFR:

$$\frac{\text{Metra exclusive use square footage} + [(\text{Usage Factor}) \times (\text{common benefit square footage})]}{\text{Total Station square footage}}$$

The parties agree that the overall area of the CUS used in the furtherance of railroad transportation includes the basement, concourse, and mezzanine sections of the CUS edifice—collectively, the Station. The parties also agree that the total, unadjusted Station area is 489,555 square feet. Beyond that, the parties' respective Opening Statements reveal that: (1) Amtrak (entirely without factual or legal basis) insists that the Headhouse Basement area warrants special treatment under the spatial allocation scheme; and (2) Amtrak seeks to foist upon the Board a forced and utterly bogus spatial allocation assumption for the Station's Great Hall that openly contradicts Amtrak's Great Hall utilization analysis and discovery responses.

For purposes of context, it is worth keeping in mind that, under the SFR formula, the higher the numerator and the lower the denominator, the larger Metra's share of SOM costs would be relative to Amtrak. There is minimal dispute about the amount of Station square footage that is devoted exclusively to Metra's purposes. So, if Amtrak sought, as it has, artificially to "engineer" the SFR to its advantage, it would look for ways to (1) expand the total amount of common benefit square footage (the amount of Station area deployed for the common benefit of Metra and Amtrak), thereby increasing the SFR formula numerator: and (2) contrive downward adjustments to Amtrak-exclusive CUS square footage to artificially reduce the SFR

formula denominator. Unfortunately for Amtrak, the temptation to run from its own facts and invent phony spatial assumptions to inflate Metra's share of SOM costs was irresistible. The sections following discuss how Amtrak has propped up factually and legally-unsupported Station allocation assumptions, and avoided its own spatial allocation and area usage analysis to try to force a higher share of SOM costs on to Metra.

D. Amtrak's ploy to "discount" more than 125,000 feet of Amtrak-exclusive Station area to force a higher percentage of SOM costs on Metra is factually and legally unsupported, and is inconsistent with Amtrak's Opening Statement position on space-driven cost allocation.

Metra and Amtrak have agreed that the actual area of CUS used in the furtherance of railroad transportation (the portion of the Station "inside the glass doors" (Reply V.S. Crowley/Mulholland, 18)—is 489,555 square feet. The parties also agree that the Headhouse (or Great Hall) basement represents 135,393 square feet of the total area. Reply V.S. Crowley/Mulholland, 8. Finally, the parties generally agree that the vast majority of the Headhouse basement area serves to benefit Amtrak transportation exclusively. Amtrak has explained that it sees no feasible way to apply an adjustment factor to actual Station square footages to reflect differing rates of SOM cost consumption, accepting, implicitly, that all CUS square footages used in the furtherance of railroad transportation (whether by Amtrak alone, Metra exclusively, or by the two passenger carriers in common) consume SOM costs relatively equally. By that Amtrak standard, for example, all common-use and Metra-exclusive Station areas are effectively to be allocated an equal per-square-foot share of total SOM costs. Amtrak Opening Statement, 30-31.

Or so one might think. The problem for Amtrak, as it appears, is that a uniform allocation of costs across all Station areas—as Amtrak originally seemed to argue was

appropriate and necessary, and, indeed, has accepted in every instance but one (as discussed immediately below)—would require that all 489,555 square feet apply equally for cost allocation purposes. And the problem with ***that*** is that Amtrak is unhappy that this approach to total CUS square footage yields an undesirable SFR denominator, meaning less SOM costs allocated to Metra. Unhappy with the result of its own suggested spatial allocation concept, Amtrak attempts to make possible that which it had claimed was impossible. Specifically, to engineer a much lower SFR denominator, Amtrak posits that nearly all of the Headhouse basement area—95% to be exact—should be excluded from the SFR calculation. Removing Amtrak's contrived Headhouse basement adjustment, by itself, would decrease the SFR from [redacted] and, in turn, would decrease Metra's share of 2018 SOM costs by $1,596,164 from [redacted][13]

Bear in mind that Amtrak accepts the entire 135,393 square feet of the Headhouse basement as transportation-related Station area, and admits that this area is predominantly of exclusive benefit to Amtrak. But Amtrak contends that only 6,770 square feet of that area should be considered for cost allocation purposes, baldly asserting that the Headhouse basement demands far less in SOM expenses per square foot than any other transportation-related Station area.[14] Amtrak Opening Statement, 28; V.S. Miller, ¶65(e)(iii). Amtrak offers no record evidence to support the proposition that the Headhouse basement is a dramatically light consumer of SOM

[13] See Reply V.S. Crowley/Mulholland Exhibit 6 at lines 11, 13, 24, 26, and 27, Column (6).

[14] Under the SFR, allocated square footages serve as a proxy for rates of SOM cost consumption. See Amtrak Opening Statement, 31 ("When analyzing the proportion of square footage from which Metra benefits, and choosing a definition for 'common benefit' square footage, the Board should recognize that square footage is just a proxy. The goal of the analysis is to identify the amount of total costs from which Metra benefits"). Accordingly, under the SFR formula, an upward or downward adjustment of the actual square footage of a Station area driven by differing cost consumption factors would mean that other areas of the Station that are not so adjusted would absorb a higher portion of SOM costs.

services (and costs). This massive 95% square footage "adjustment" is an entirely made up number (see Reply V.S. Crowley/Mulholland, 10),[15] driven to push a desired result in the SFR. Absent substantive, supporting record evidence, Amtrak's position—explained by a mere six lines of text in its Opening Statement[16]—belies Amtrak's assertion that it was careful to identify the usage patterns and precise square footage for "308 individual areas on the Shared floors" in its allocation, based on "a close analysis of each area in Chicago Union Station from spaces as large as the Great Hall to as small as individual janitorial closets." Amtrak Opening Statement, 28, *citing* V.S. Miller, ¶65(b)(i).

Not only is Amtrak's result-driven Headhouse basement ploy unsupported by Amtrak data, but the contrivance permits Amtrak to pass a disproportionate share of SOM costs along to Metra in violation of the Section 24903. By downplaying (without support) its consumption of SOM costs by discounting 95% of the Headhouse basement, Amtrak hopes to evade the Congressional mandate that Metra's share of SOM costs must be proportionate to its use of Station facilities and corresponding services, as should also be the case for Amtrak. 49 U.S.C. § 24903 (providing that cost allocation should "reflect the relative use of rail property covered by this subsection."); Pub. L. No 93-236, Section 102 (identifying assets governed by subsection 24903 as "assets controlled by a railroad which are used or useful in rail transportation service."). That relative use by Metra is minimal is not a case for wholesale exclusion.

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[15] Amtrak's work papers reflect that it also had contemplated a [redacted] reduction factor for the Headhouse basement, which is equally unsupported by relevant cost allocation data.

[16] *See* Amtrak Opening Statement, 28, V.S. Miller, ¶65(e)(iii) (where the 95% Headhouse basement adjustment also garners a virtually identical six lines of explanation).

By logical extension, if Amtrak believes that it is able accurately to determine the relative consumption of SOM expenses for the Headhouse basement on a per-square-foot basis compared to other areas of the Station (and the evidence decisively shows otherwise), then why has it not undertaken that precise analysis for any other portion of the Station? In fact, Amtrak lacks the data or analysis for any such precision, Headhouse basement or otherwise. Amtrak accounting assigns generalized costs of heating, plumbing, drainage, janitorial, structural repair, maintenance etc. to CUS; it does not track the amount at which each area of CUS consumes these individual costs. V.S. Miller, ¶12 ("Amtrak uses the SAP codes discussed above to track the costs related to Chicago Union Station, whether those costs arise within the physical premises of the Station."); *Id.* at 24-25. If Amtrak incurs pavement repair costs and mechanical repairs and accounts for them on a general CUS basis, the Headhouse Basement (parking lot and mechanicals), Concourse Basement, and Concourse must all be included in that calculation regardless of where the repair occurred in order for a spatial analysis "proxy" to mean anything.[17]

Even the NEC Policy that Amtrak occasionally touts when it serves its purposes goes against Amtrak's Headhouse basement maneuver. The NEC Policy provides "[C]ommon-benefit costs should be calculated based on the share of square footage that is deemed shared space." NEC Policy, 41; and *see* Amtrak Opening Statement, 19 (". . . common-benefit costs should be calculated based on the share of square footage that is deemed shared space.").

[17] Amtrak Opening Statement, 3 ("Amtrak's proposed allocation is based on a detailed accounting of the Station Operations and Maintenance costs it incurs at Chicago Union Station, coupled with a thorough, area-by-area spatial analysis of Chicago Union Station, using the square footage available to each party as a proxy for the Parties' relative use of Chicago Union Station.").

No one disputes that the Headhouse basement serves to benefit railroad transportation. Amtrak Response to Interrogatory No. 2 and Amtrak Document No. 179 (V.S. Terry, Ex. 7). Thus, the relative use of the Basement must be factored in without regard to what Amtrak has admitted is an incalculable cost contribution analysis. Accordingly, Section 24903, and the paucity of supporting Amtrak analysis, requires that the proposed 95% Headhouse basement adjustment be rejected.

E. Amtrak's Great Hall spatial allocation purposely ignores—and inexplicably repudiates—extensive Amtrak analysis, because such analysis conflicts with Amtrak's preferred SOM cost apportionment outcome.

As with the CUS Headhouse basement, the parties have exceedingly different views on the allocation of Great Hall square footage. Metra accords 11,092 square feet of the Great Hall to common benefit area, and considers the balance (108,948 square feet) to be used for Amtrak's exclusive benefit. Amtrak, on the other hand, has declared in its opening statement that the entire 120,040 square feet of the Great Hall should be considered an area commonly benefitting both passenger carriers. This difference of positions on Great Hall spatial allocation has a substantial bearing upon the calculation of the SFR, and, in turn, on Metra's annual share of SOM costs.

Up until the moment of the Opening Statement filings—when Amtrak stooped to an arbitrary and self-serving repudiation of its own analysis of Great Hall use—the parties were largely of an accord on this Station area. Specifically, the parties appeared to recognize that the Great Hall supports Amtrak users who tend to stay in this area for extended periods as they await the arrival and departure of intercity Amtrak trains. Amtrak Responses to Metra Requests for Admission No. 11 (attached as Exhibit D), 7 ("Amtrak admits that Metra passengers can access

and board Metra trains without having access to the Great Hall, and that Metra passengers can arrive at Chicago Union Station, get off a train and leave the station without accessing the Great Hall."). Indeed, in recent years, the Great Hall has become the primary Amtrak Boarding Lounge and information booth. By contrast, the Great Hall is merely a momentary pass-through for Metra commuters traveling to or from commuter trains. Exhibit D, Response to Request for Admission No. 9 (indicating that Metra passengers generally only "pass through" the Great Hall."). Because the parties recognized the vastly different ways that Amtrak and Metra passengers make use of the Great Hall—as an expansive waiting room for Amtrak users, and little more than an elaborate corridor for Metra commuters to navigate—the parties also seemed to understand, up until the Opening Statements, that Great Hall spatial allocation should reflect these distinctions.

During the course of discussions on cost allocation, Amtrak developed and supplied to Metra three separate documents, each of which acknowledges that (1) Great Hall costs should be apportioned based upon an understanding that the Great Hall predominantly benefits Amtrak; and, thus, (2) Amtrak should be accorded the larger portion of Great Hall SOM costs. The first of these is document "Amtrak0005990.xlsx",[18] which constitutes a portion of Amtrak's proposal, and was offered by Amtrak to explain adjustments between its SOM costing Model and the adjusted SOM costs contained in its proposed Access Agreement offered to govern Metra's use of CUS. On its face, Amtrak Document No. 5990 purports to explain Amtrak's "reconciliation of access fees," and, in so doing, proposes to split Great Hall expenses on an [redacted] Metra basis. This was reflected in the Proposed Agreement as well. V.S. Byrd Exhibit 5, 44. Although the Amtrak Document No. 5990 cost adjustments do not quite reflect the intended 85/15 split on Great Hall costs as Amtrak seems to have intended—*see*

[18] Metra Opening Statement, L.E. Peabody Workpaper 7.

Opening Statement V.S. Crowley/Mulholland, 4—the document nevertheless reveals Amtrak's emerging recognition that the Great Hall is of limited utility and benefit to Metra, and predominantly serves Amtrak users. *Id.*

In further support of the aforementioned 85/15 split of Great Hall costs, Amtrak produced and tendered to Metra a dwell time study ("DTS") (Amtrak Document No. 2474, *see* V.S. Terry Ex. 1). The DTS shows, among other things, that Metra passenger use of the Great Hall represented roughly [redacted] of total passenger dwell time in that area. The DTS data, like Amtrak Document No. 5990, recognizes that Amtrak passenger use of the Great Hall far exceeds that of Metra passengers.

Finally, in a collective effort to identify and categorize various areas of the Station as Amtrak-exclusive, Metra-exclusive, or common benefit, representatives of Metra and Amtrak held a CUS walk-through on January 9, 2020 eventually culminating in an agreement as to space utilization. Amtrak Response to Interrogatory No. 99; V.S. Terry Ex. 5 ("Amtrak further objects on the ground that Amtrak and Metra have continued to discuss the proper allocation of and space up to and through a recent (January 2020) walk-through of Chicago Union Station at which agreement was reached as to specific areas of Chicago Union Station"). As the Terry verified statement explains at page 2, Amtrak produced (and delivered to Metra on March 9, 2020) maps capturing the parties' discussion and agreement as to "specific area[]" usage at CUS. Metra has understandably referred to these as the "Consensus Floor Plan" for CUS. The Consensus Floor Plan (included as Exhibit 2 to the Terry verified statement) is a series of maps showing CUS floor area. It depicts in green shading the areas that the parties had appeared to agree were to be categorized as of common benefit to Metra and Amtrak. The Consensus Floor Plan, page 2 of 4 (entitled as CUS Headhouse and Concourse Select Metra Areas) shows the

Great Hall floor plan at far left, and depicts the limited common areas located along the edges of the Great Hall, with the vast majority of the area unshaded (signifying categorization as an Amtrak exclusive benefit area).

Together, Amtrak Document No. 5990, the DTS, and the Consensus Floor Plan reflect a consistent and mutual recognition that the Great Hall predominantly serves to benefit Amtrak, not Metra. Accordingly, one would expect that SOM costs associated with the Great Hall would be apportioned heavily to Amtrak in relation to recognized use. In a moment of noteworthy candor, Amtrak embraces this very notion, arguing that, "If Metra passengers are using the Great Hall, then it is providing a benefit to Metra even if *Amtrak passengers use that space in a higher proportion than their numbers would indicate*."[19] Furthermore, the Consensus Floor Plan shows that only a modest portion of the Great Hall would be deemed common benefit area, thus directly informing the correct square footages to be factored into the SFR formula. But it appears that this emerging consensus approach to Great Hall spatial allocation was derailed by Amtrak's 11th hour realization that the approach would not produce the amount of Metra SOM contribution that Amtrak wanted to advance in its Opening Statement.

Evidently driven by an overarching desire to avoid an undesirable SOM cost allocation despite the results of its own analysis on Great Hall utilization, and despite the inconsistency within its own presentation, Amtrak has opted to run from its own analysis, and slyly repudiate Amtrak Document No. 5990, the DTS, and the Consensus Floor Plan. By this last-minute maneuver, Amtrak has declared the entire area of the Great Hall—roughly 120,040 square feet—to be of common benefit to the two railroads, whereas Metra, consistent with the Consensus Floor Plans, has deemed 11,092 square feet of the Great Hall to be of common benefit

[19] Amtrak Opening Statement, 31 (emphasis supplied).

(while the balance would be attributed exclusively to Amtrak). Correcting Amtrak's misallocation of the disputed 108,948 square feet in the Great Hall results in an additional [redacted] reduction to Amtrak's calculation of Metra's share of 2018 SOM costs, for a total reduction of $3,960,724 (correcting both Amtrak's headhouse basement adjustment and Great Hall square footage allocation).[20]

Because the late repudiation of Amtrak Document No. 5990, the DTS, and the Consensus Floor Plans signals such a significant departure in Amtrak's assessment of Great Hall spatial allocation, it would have been reasonable to expect Amtrak to offer a candid, detailed, and data-driven explanation for the change in its Opening Statement to justify the roughly $4 million SOM cost allocation swing. Instead, Amtrak sheepishly buries the news in two footnotes—the "$4 million Footnotes." *See* Amtrak Opening Statement at 26, n.12, and 29, n.14. The first of the $4 million Footnotes merely introduces Amtrak's U-turn, but doesn't explain it: "In an attempt to reach a resolution, Amtrak's June 2019 proposal also allocated only 15% of the Great Hall to Metra. The calculations herein include the Great Hall the same as all other space at Chicago Union Station."[21] The second does little more, offering only that Amtrak personnel noticed what appeared to be Metra commuters passing through the Great Hall, which, so the story goes, "informed Amtrak's determination that the Great Hall should be designated a common-benefit area."[22] This second footnote passage effectively attempts to sweep Amtrak Document No. 5990, the DTS, and the Consensus Floor Plan under the rug.

As if the $4 million Footnotes weren't dubious enough, in a passage that defies credulity (and the mutually-developed Consensus Floor Plans), Amtrak's witness Christine

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[20] *See* Reply V.S. Crowley/Mulholland, Exhibit No. 6 at lines 13, 26, 27, 40, and 41, Column (6).
[21] Amtrak Opening Statement, 26, n.12.
[22] Amtrak Opening Statement, 29, n.14.

Suchy meekly passes off the radical departure on Great Hall spatial allocation in the following disingenuous terms:

> I observed passengers using all areas of the Great Hall, both to simply traverse the area coming to and from the trains in the concourse to various station exits, as well as using benches and rest areas in the Great Hall. There was an increase of passengers without baggage traversing the Great Hall during rush hour, indicating that these passengers are likely Metra commuters. That fact *reinforced Amtrak's determination* that the Great Hall should be designated a common-benefit area.[23]

Ms. Suchy's passing observation of individuals traversing the Great Hall during a CUS walk-though with Metra representatives "reinforced" no such Amtrak determination. No such determination deeming the entire Great Hall to be common area existed, as the first of the $4 million Footnotes suggests. The final sentence of the quoted passage is plainly false. In fact, the walk-through Ms. Suchy describes elsewhere in her Verified Statement led to the development of the Consensus Floor Plans, narrowly delineating the Great Hall common area. Ms. Suchy's purportedly reinforced determination is irreconcilable with the maps she provided to Metra upon supposedly reaching such a determination. (Amtrak effectively ratified the Consensus Floor Plans during the course of discovery, advising Metra that the then-forthcoming map would constitute Amtrak's formal position on spatial allocation of the Great Hall, and the balance of the Station area generally.)[24] In truth, Amtrak's decision to extend a common area designation to the entire Great Hall was a result-oriented afterthought and betrays its discomfort with the facts of this matter. It was a reversal driven to squeeze dollars from Metra by purposely engineering the SFR inputs, and it is devoid of even the slightest substantive rationale,

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[23] V.S. Suchy, ¶ 19 (emphasis supplied).

[24] *See* V.S. Terry at Exhibit 5 (Amtrak Response to Metra Interrogatory No. 99).

particularly in light of the three documents Amtrak had previously developed that, collectively, reflect a thoughtful and genuine assessment of Great Hall utilization.

For these reasons, Amtrak's highly suspect and contrived spatial allocation figures should be rejected as unsupported and contrary to law, and Metra's spatial allocation data should be accepted, as should Metra's proposed SFR of [redacted] In turn, the Board should adopt Metra's calculations of its share of 2018, 2019, and 2020 SOM costs as $1,820,163, $1,855,656, and $1,891,841, respectively.

III. GROUND POWER

Amtrak contends "The idea that limiting the amount of diesel exhaust in a closed train station is not a cost of operating trains has no basis." Amtrak Opening Statement, 52. Quite the opposite is true—where the railroad was the first-in-time presence on a given parcel, the cost of exhausting diesel has always been a cost of development, not a cost of operating trains. Indeed if there is a novelty here, it is that CUSCo/Amtrak has, for the first time in its Opening Statement, sought to recover from Metra costs that CUSCo/Amtrak can, and is currently seeking to, recover from air rights tenants. Lease between Chicago Union Station Company and Chicago Daily News Printing Co., Amtrak Document No. 7372, 164 (Metra Opening Statement Exhibit B); Amtrak Document No. 6991, Article 6 (Metra Opening Statement Exhibit C) (acquisition of CUSCo's air rights at location of 10 S. Riverside Plaza subject to acquiror's locomotive exhaust remediation obligations); Amtrak Document No. 7095, Article 6. (Metra Opening Statement Exhibit D) (again, conditioning transfer of CUSCo's air rights upon acquiror's compliance with exhaust remediation obligations); Amtrak Document No. 7503 (requiring exhaust remediation at 222 S. Riverside Plaza) (attached hereto as Reply Exhibit A).

Amtrak has always acknowledged that exhaust remedies lie not with Metra, but with building owner. That is evident in meeting records between Metra and Amtrak indicating Amtrak was working on enforcing its lease rights—with regard to fans, and falling concrete. V.S. Oppenheim, Ex. 5 (Dec. 2016 Notes) 2-4 (". . . CBRE/USE along with Amtrak legal has engaged in further communications with 10 & 120 South Riversides management groups. . . . [T]he CBRE|U.S. Equities team investigated the operations of the 222 S. Riverside diesel exhaust fans. It was found that two (2) out of the four (4) were not operational. Wally Kruce communicated to the 222 S. Riverside GM, Dean Cichon, that this was unacceptable . . . Following falling of approximately 10 linear feet of plenum on Platform 1-3 in early September, and over Track 13 late August, USE pursuing full plenum inspections in addition to ongoing hammer sounding . . . ."). Apparently another federal agency has reached the same conclusion. *Id.* ("As a result of EPA testing, EPA has sent letters to Building owners."). Amtrak is attempting to double-collect, or alternatively, requiring Metra to pay for Amtrak's failure to enforce Amtrak's own legal rights arising from its commercial development.

IV. AMTRAK'S PROPOSED AAR INDEX IS A POORLY-SUITED ALTERNATIVE TO CORE PCE

It is understandable that the parties would prefer to arrive at a single, established inflator to apply categorically to allocable CUS costs, but it is hard to understand why Amtrak would resist the use of Core Personal Consumption Expenditures Price Index ("Core PCE") as the appropriate index. Such a lack of understanding need only be short lived, like many others on which the parties do not agree, Amtrak's position, has nothing to do with the merits of the use of Amtrak's proposed index — Association of American Railroads Quarterly Index of Chargeout Prices and Wage Rates (Table C), East, material prices, wage rates and supplements combined

(excluding fuel) ("AAR Index") — and everything to do with contriving a result-focused outcome that would inaccurately inflate Metra's share of CUS costs. The parties' respective Opening Statements not only outline the dispute over the appropriate global index, but they also reveal: (1) Metra's proposal to apply Core PCE arises from a thorough and detailed analysis of actual CUS cost inputs and Amtrak's practices, and from cross-checking the validity and propriety of Core PCE by way of an alternative "market basket index" developed by Metra's expert witnesses Crowley and Mulholland (see Opening Statement V.S. Crowley/Mulholland, 22-23) (indicating strong positive correlation between Core PCE and benchmark index); (2) Amtrak's AAR proposal is predicated on a superficial and unproven notion, that because the AAR Index is centered upon cost inputs typical to the operation and upkeep of freight railroads, it is appropriate for terminal and CUS-specific costs. Because Amtrak's case for the AAR Index is untethered to actual CUS costs, purposely misleading, and legally unsupported, Amtrak's preferred index must be rejected in favor of Core PCE.

Metra's case for Core PCE has been clearly articulated in its Opening Statement at 48-50 and in the supporting Crowley/Mulholland verified statement at 20-25. The justification for the use of Core PCE need not be revisited in detail here, save to note that Amtrak itself applies Core PCE to [redacted] of the aggregate shared CUS expense items in the normal course of business.[25] Amtrak's case for the use of the AAR Index, on the other hand, is a sham with no apparent correlation between cost types and inflation. To begin with, the various cost inputs that comprise CUS operating expenses are decidedly unlike the sort of costs that are common to matters that the Board typically would have occasion to adjudicate and resolve (i.e., trackage rights compensation or rate reasonableness). Instead, CUS costs are principally related to

[25] Reply V.S. Crowley/Mulholland, 16-17.

property management, janitorial and building maintenance services, and utilities.[26] The most CUS expense items are related to services that Amtrak purchases from third-party Chicago area vendors and utility bills that Amtrak pays to local providers. CUS expenses are not associated with the sort of Class I freight railroad expenses that are reflected in the AAR Index: the cost of materials such as steel rail, crossties, signal systems, or for freight railroad labor union contracts.[27]But the Board need not draw that conclusion from Metra's argument or evidence alone. Rather, the evidence of record shows that Amtrak itself applies the Core PCE index to the majority of CUS expenses in the normal course of business, eschewing the use of the AAR Index for very good reason.

Most disturbing in Amtrak's case for application of the AAR Index is its badly misleading statement that this index, unlike Core PCE, accurately accounts for the scope of Amtrak's labor costs at CUS. The problem is that Amtrak appears purposely to conflate its enterprise-wide labor costs—which make up more than [redacted] of its total business—with its CUS-specific labor expenses, which represent a scant [redacted] of total allocable Station costs. Reply V.S. Crowley/Mulholland, 16-17. As such, the crux of Amtrak's case for the use of the AAR Index is betrayed by its attempt to divert the Board away from considering actual CUS costs by pointing to inapplicable and inapt enterprise-wide cost inputs instead.

Finally, Metra would agree with Amtrak that the Board should adopt the "index that is most closely related to the type of costs being indexed,"[28] but notes that the case upon which Amtrak relies in support of the AAR Index actually supports rejection of that factor and

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[26] *Id*. at 15.

[27] *Id.*

[28] *Application of Nat'l R. Passenger Corp. Under 49 U.S.C. 24308(a) – Springfield Terminal Ry. Co., Boston & Maine Corp. & Portland Terminal Co.*, 3 S.T.B. 157, 170 (1998) ("*Guilford*").

acceptance of Core PCE, instead. *Guilford* does not support categorical endorsement of the AAR Index. Rather, it supports an analysis of the cost inputs that together comprise the expenses to be borne by one railroad in its use of another railroad's facilities, and an independent Board determination as to the best-suited index for the cost inputs involved. *Guilford* involved the allocation to Amtrak of costs incurred by a host railroad in permitting for Amtrak's trains to run over the railroad lines of a host freight carrier—the costs of providing "rail service."[29] Accordingly, an AAR index was appropriate in that context. This case, however, involves predominantly non-transportation related terminal costs that are common to building upkeep and maintenance all around the metropolitan Chicago region. The fact that non-freight railroads are nominally involved in the dispute does not change the fact that the costs that are the subject of this dispute fall outside of the costs included in the AAR Index, nor does that nominal distinction compel the use of a railroad index in place of Core PCE.

V. AMTRAK'S CAPITAL EXPENSE METHODOLOGY WILL INVITE CROSS SUBSIDIZATION AND IS ENTIRELY UNNECESSARY AND IMPRACTICAL.

Nearly 40 years after entering into the 1985 Agreement, Amtrak evidently has decided—abruptly—that it is contrary to law. Amtrak Opening Statement, 40 ("Metra proposes that the status quo continue even though it violates Section 24903(a)(6) and (c)(1)"). As with just about everything that Amtrak has done in this proceeding, Amtrak's position smacks of disingenuous, result-driven opportunism—anything, in this particular case, to press for a guaranteed stream of cash to use as Amtrak sees fit. Not once in the years prior to initiating this proceeding has Amtrak raised an argument that the practice by which Metra and Amtrak have addressed capital projects and spending is unfair to either party. Not once, until now, has Amtrak

[29] *Id.*

protested that Metra is free-riding on Amtrak capital spending at CUS, and for good reason—Amtrak's allegation is sheer fabrication.

Nevertheless, Amtrak has the temerity to demand, ham-fistedly, a dedicated capital stream, assuring the Board that Amtrak—despite its legendarily-questionable accounting methods[30]—that the Board can trust Amtrak to use the funds without triggering Section 24903's prohibition on cross-subsidization. *See gen.* Amtrak Opening Statement, 39 (". . . Metra would . . . not [have] the ability to unilaterally . . . add new projects . . . that discretion would remain with Amtrak.").

Amtrak's proposal entails a solution in search of a problem. The parties' history of constructive negotiations and agreements on capital projects—and Amtrak's difficulty in projecting future capital needs—disprove the presence of a genuine dispute or the need for Board intervention. Worse, Amtrak's proposal "unfixes" that which isn't broken by giving Amtrak a previously non-existent path to subsidize its CUS operations at Metra's expense in violation of Section 24903, as demonstrated by Amtrak's blatant mischaracterization of the 2016-2017 projects Amtrak accuses Metra of underfunding.

A. Board-prescribed capital contribution is unnecessary and undesirable.

Amtrak's capital contribution proposal is objectionable because it ignores reality; casts the otherwise-constructive relationship between the parties in a purposely false negative light; is inherently unworkable; and presumes (contrary to past experience) that Amtrak and Metra alone will fund future CUS capital projects.

[30] When asked whether it utilized U.S. standard Generally Accepted Accounting Principles set by the Financial Accounting Standards Board, Amtrak sheepishly stated that utilized "accounting principles generally accepted in the United States of America." Simply rearranging words does not create equivalencies to uniform financial standards. Amtrak's Response to Interrogatory No. 6 (attached as Exhibit B).

1. Amtrak's "Working Group" remedy already exists.

Amtrak seeks a Board-mandated "working group" to identify projects for which Amtrak's Tier 2 capital entitlement would be used. Amtrak Opening Statement, 39. That "working group" already exists. Amtrak and Metra meet monthly to discuss CUS capital needs and projects. V.S. Oppenheim, 1-2. Metra's long-term planning, engineering, capital grants, and contract administration personnel regularly participate in these meetings. If Amtrak wishes to suggest a different composition, Metra is listening. But it is troubling to see Amtrak so callously disregard existing working group mechanisms for apparent effect here—let alone ask for Board imposition thereof.

2. Amtrak details no negotiation failures in support of its Tier 1 or Tier 2 capital demands, and identifies no operational needs or capital calculations demonstrating an immediate, unresolved need for capital improvement.

Amtrak offers nothing to substantiate past or present capital project funding impasses. That is because Amtrak knows that the parties consistently have reached agreement in such instances. Amtrak Answer to Interrogatory No. 21, attached here to as Exhibit B (responding evasively and without detail to Metra's request for identification of an unresolved Amtrak capital request). That Amtrak did not want to answer substantively is understandable: the parties are presently a perfect 38-for-38 in addressing and resolving past CUS capital project funding.

In fact, Amtrak's play for a guaranteed stream of discretionary capital projects funding based upon non-existent dispute is contrary to recent precedent involving the parties here, in which the agency recognized that the absence of an impasse obviates the need for agency action. *See Commuter Rail Division of the Regional Transportation Authority and Northeast*

Illinois Regional Commuter Railroad Corporation — Petition for Declaratory Order — Status of Chicago Union Station, Docket No. FD 36171 (STB served Aug. 22, 2018), 4 ("Because it is appropriate for the Board to refrain from intervening in the parties' negotiations at this juncture, the petition for declaratory order will be denied."). The record evidence among the parties, and the Metra-Amtrak capital project meeting records demonstrate Metra's willingness to fund its share of transportation asset projects—the projects the 3R Act requires Metra to fund (Metra Opening Statement, 47—in proportion to use.

Similarly, Amtrak has offered no data supporting the single operational need Amtrak claims supports argument for fixed capital contribution. The entirety of Amtrak's evidence is as follows:

> Chicago Union Station is now operating at or near capacity with respect to train movements. Platform and Station space is at or above capacity during peak travel periods. Current conditions have created overcrowding and delays to commuter and Amtrak trains. It has also limited Amtrak's ability to expand existing service. V.S. Moritz, ¶¶ 10-11.

This "testimony" is corroborated by no train delay data, and begs an explanation of CUS track structure, throat, or operational mechanics. The allegation is equally devoid of figures on passengers and platform capacity, or discussion of failed — or Metra-thwarted — expansion efforts. Metra agrees CUS is a busy place, but Metra objects to the implication — the most charitable construction that can be given to Amtrak's sparse evidence — that Metra's mere presence, inaction, or obstruction is the cause of existing capacity challenges.

Even if there were CUS capacity constraints, it does not follow that a fixed capital contribution program is a necessary response, particularly where Amtrak cannot identify the specific problem it thinks needs funding to resolve. Train capacity constraints do not by themselves lead to overcrowding, because Amtrak and Metra utilize separate platforms.

Moreover, there are no documented instances of persistent crowding on Amtrak platforms—which are entirely unlikely, anyway, given that Amtrak trains do not operate in quick succession (e.g., a 4:10 arrival, followed by a 4:20 departure utilizing the same platform). V.S. Oppenheim, 10. Amtrak offers no evidence of train delays attributed to CUS operational constraints.

Similarly, Amtrak failed to detail any Tier 1 and Tier 2 projects and CUS State of Good Repair needs, offering instead a conclusory reference to numbers on a spreadsheet as indicative of its capital calculations. But these purported calculations—little more than rote accounting entries—lack any clear relation to particular projects or asset condition. See Reply V.S. Crowley/Mulholland, Exhibit 7. That is, Amtrak has declined to connect its numbers to underlying facts. Why they failed to do so is apparent—Amtrak has no comprehensive data on asset repair and had not performed any meaningful analysis on its actual needs.

In fact, Amtrak's attempt to convey certainty and support for its capital expenditures highlights the contradictions in the few facts Amtrak does present. Amtrak states that "The cost to ensure all assets are in a state of good repair is an additional [redacted]." Amtrak Opening Statement, 39, and *see* Suchy V.S., Ex. 2. Amtrak cannot know that—it does not keep state of good repair records on all assets. Amtrak Response to Interrogatory No. 33 (attached as Exhibit B to this Reply) ("Amtrak does not qualify other non-track assets as in a State of Good Repair."). Even if it did, Amtrak did not undertake calculations "to ensure all assets are in a state of good repair" over the life of the Proposed Agreement. Amtrak Response to Interrogatory No. 99 (Exhibit C to this Reply) ("No calculations were undertaken in support of the utilization of a 10-year cost of good repair factor . . . ."). To the extent there were calculations Amtrak says they are irrelevant. *Id.* ("The Summary-Capital Tab addresses an early capital proposal by Amtrak that Metra knows has long been superseded and does not have any

relationship to either Tier 1 or Tier 2 Recapitalization Program costs identified in Amtrak's proposal"). The irrelevance is clear from Amtrak's own exhibits. Exhibit 2 to the verified statement of Amtrak's Christine Suchy includes assets outside of Chicago Union Station that are subject to a separate trackage rights agreement between Amtrak and Metra. *See, e.g.*, V.S. Suchy, Ex. 2, Switch Count tab. Amtrak's figures either support its relief, or are irrelevant—they cannot be both. Based on the fuzziness of Amtrak's figures and its candor in discovery, it would appear to be the latter; its capital numbers are meaningless.

Even the [redacted] "free ride" allegation Amtrak conjures (Amtrak Opening Statement, 38) is incredible. Amtrak previously admitted that 11 of the projects forming the basis of its capital expense calculation—Great Hall/Headhouse/West Gallery/Women's Lounge—would not benefit Metra, stating that "Amtrak . . . did not seek in its June 4, 2019 Proposal to allocate costs related to the Headhouse to Metra." Amtrak Answer to Request for Admission No. 22 (Exhibit D). Yet Amtrak reverses course in its Opening Statement, citing the 11 projects in Cells B11, 12, 15, 16, 19, 20, 21, 22, 24, 28, and 30 for inclusion in its [redacted] calculation. Amtrak Opening Statement, 38. If the Proposed Agreement's exclusion of the expense conforms to the statutory standards, Amtrak cannot attempt to have the Board prescribe them. As Amtrak recognized, they must be disregarded.

3. The Parties have a clear path forward without Board intervention, particularly when other funding sources inevitably will be involved.

The parties—along with other critical public funding partners—have undertaken steps to address capital issues. Amtrak, Metra, and the Chicago Department of Transportation undertook a 2012 Master Plan Study focused on leveraging CUS into an enhanced civic and regional asset. V.S. Byrd, Ex. 1. The Master Plan prompted a Phase 1A Preliminary Design

Study identifying 13 projects that might benefit Metra, Amtrak, and other civic and regional interests separately and collectively, and evaluating each project based on desirability, sequence, capital grant availability, and relative benefit. Several of these projects are included among the discussion subjects of monthly Amtrak-Metra meetings. See V.S. Oppenheim, Exs. 1-5. Indeed, recently, Metra funded the demolition of a CUS ticket counter to encourage passenger flow. Comati-Derwinski Correspondence (attached as Exhibit E).

Ultimately, if Amtrak were awarded fixed annual capital contributions untethered to specific projects, there is no way to be certain that Metra's capital dollars would go to projects related to its capital use in a manner consistent with 49 U.S.C. § 24903.The far better alternative would be to require the parties to bargain in good faith towards reaching agreement—as they have done 38 times before.

B. Unfettered discretion on application of Tier 1 funds will permit cross-subsidization

Amtrak asks for "unilateral" discretion to use Metra funding for projects for which Metra would receive only a marginal benefit. Amtrak Opening Statement, 39; V.S. Miller Ex. 3, "Capital Projected" (identifying projects such as "Women's Lounge Electrical/Plaster;"[31] "Great Hall Skylight/Dome Rehab;" "Great Hall Skylight/Dome Design;" and "CUS Baggage Retrofit"). Shedding crocodile tears, Amtrak bemoans that Metra contributed only [redacted] to 2016-17 capital projects, which seems unfair until one examines the projects Amtrak identified in its Opening Statement.[32] Metra has examined the project list, and found that, for most of those

[31] The "Women's Lounge" is a space off of the Great Hall for which Amtrak receives exclusive benefit and markets as event space. It is now known as the "Burlington Room"; it is not a women's restroom. *See* https://chicagounionstation.com/about/present, accessed June 19, 2020

[32] Nor can the Board give any credence to this statistic, as it was contradicted by Amtrak's discovery responses, as addressed above.

projects, Amtrak did not seek Metra contribution at all because those projects supported non-transportation commercial development at CUS, and, thus, did not benefit Metra at all. V.S. Oppenheim, 4. Simply, Amtrak could not possibly have asked Metra to contribute to such capital projects with a straight face, but it appears that Amtrak may be banking on using Metra capital contributions for such projects going forward if the Board directs Metra to commit to fixed annual capital contributions for CUS.

A Board-imposed term permitting Amtrak to use absolute discretion to determine how to apply Metra funds such that they are "fully allocated' will force Metra to make capital grants without any certainty of corresponding benefit or use—particularly when Amtrak has indicated it will use passenger and train counts as a basis for allocating its commercial development costs (*Id.* at 38; V.S. Miller Ex. 3 at C56 and D56).[33] That is, quite literally, the definition of cross-subsidy in that it will permit circumstances where "one segment of the rail industry bears the expenses of . . . primary benefit to another." *Boston & Me. Corp. v. ICC,* 911 F.2d 743, 752 (D.C. Cir. 1990) *reh'g denied*, 925 F.2d 427 (D.C. Cir. 1991), *rev'd on other grounds,* 503 U.S. 407 (1992). The Board is not allowed to permit circumstances that might give rise to cross-subsidization; in fact, Congress required the Board to prohibit cross-subsidization. 49 U.S.C. § 24903(c)(2). If the Board abdicates its duty in favor of Amtrak supervision of itself, the fox will be guarding the henhouse.

[33] Amtrak attempts to dress this up by saying it will kick in a 35% share of Tier 1 — but that still does not address whether a given Tier 1 project will reflect a 65/35 usage factor split.

VI. AMTRAK'S PROPOSAL FOR ALLOCATING LIABILITY AND INDEMNITY VIOLATES SECTION 24903'S PROHIBITION ON CROSS-SUBSIDIZATION.

In its Opening Statement, Amtrak urges the Board to adopt a "no fault" system of apportioning liability and regulating indemnity between the parties. Under Amtrak's proposal, Metra would be solely responsible for paying all claims (injuries, fatalities, property damage, etc.), regardless of Amtrak's culpability in causing such losses, if the claim "would not have been incurred but for the existence of Metra commuter rail service and/or the performance of associated rail services." Amtrak Opening Statement, 47. Amtrak proposed no corresponding requirement for Amtrak to indemnity Metra for claims made by Amtrak passengers or third parties against Metra. Notably, under Amtrak's proposal, Metra would be responsible for indemnifying, defending and holding harmless Amtrak for claims and losses entirely caused by Amtrak.

Amtrak supports its request for complete immunity from every claim relating to Metra's presence at CUS by pointing out that under such a system it will be relatively simple to determine which party must pay for CUS-related claims. Amtrak Opening Statement, 48. Amtrak asserts that it uses a no fault system of allocating liability and indemnity under some select agreements with commuter rail agencies (V.S. Balderson, 3)[34], and it states that a no fault liability system "has been recognized" in *Application of Nat'l R. Passenger Corp. Under 49*

[34] Amtrak also uses other methods for allocating liability in its station usage agreements, such as at Los Angeles Union Station (January 1, 1991 lease with Catellus Development Corp. under which liability is apportioned between Amtrak and landlord based on no fault provisions modified in some instances by negligence considerations. Section 17, 40-43) (attached as Exhibit F); Denver Union Station (January 31, 2014 lease with Regional Transportation District handling all liability issues through insurances coverages. Section 12, 9) (attached as Exhibit G); New Orleans Union Passenger Terminal (May 3, 2002 lease with New Orleans Building Corporation, requiring each party to indemnify the other to the extent of their respective negligence. Section 12) (attached as Exhibit H); and St. Paul Union Depot (2013 lease with Ramsey County Regional Railroad Authority incorporating comparative negligence concepts. Section 11, 22-23) (attached as Exhibit I).

U.S.C. 24308(a) – Springfield Terminal Ry. Co., Boston & Maine Corp. & Portland Terminal Co., 3 S.T.B. 157 (1998) ("*Guilford*"). Amtrak Opening Statement, 47-48.[35]

Amtrak does not attempt to show that its proposed allocation of liability and indemnity passes muster under Section 24903, the governing statute in this proceeding, and with good reason—a "no fault" system of apportioning responsibility for claims and losses cannot be reconciled with the statute's cross subsidization prohibition. Whatever the general merits of no fault liability, under many scenarios, one party must indemnify the other for the other's negligence. The very essence of no fault liability is that responsibility for claims and losses will rest with affiliation, not causation, thus entitling a party to be made whole from certain claims caused partially, or even entirely, by its own actions or inactions. No fault liability assures that a responsible party may avoid the full cost—or, indeed, any cost—of its negligence. It is, in essence a cost-transference arrangement that shifts costs away from a party that otherwise under the law would have to incur those costs and onto another party.

Section 24903 requires that Amtrak's no fault proposal be rejected. It provides a different standard than the cases adjudicated pursuant to 49 U.S.C. § 24308 (prescription of terms and compensation for Amtrak's use of a freight carrier's facilities), and under *St. Louis Southwestern Ry. Co. — Trackage Rights Compensation*, 1 I.C.C.2d 776 (1984) (prescription of compensation terms for trackage rights) when determining the appropriate allocation of liability and indemnity in light of the requirements of Section 24903. Cross-subsidization does not permit the Board to impose a term where a party found to be 1% liable pays the residual 99%, as

[35] The Board did not mandate use of a no fault system of allocating liability and indemnity in that docket (as Amtrak failed to note), but instead alternatively allowed for Amtrak to provide insurance coverage to insure the host freight carrier, or a combination of indemnity and insurance (*Guilford*, 3 S.T.B. at 161), while also leaving the door open for Amtrak to return to the Board and discuss the host carrier's responsibility through its own conduct for increasing Amtrak's indemnity risk or insurance expense. 3 S.T.B. at 160, n.10.

Amtrak's proposal would do, because the primary beneficiary of the indemnity is not paying its proportionate cost. Amtrak Opening Statement, 47 (" . . . Metra shall be responsible for . . . *any* judgments arising from such claims") (emphasis supplied). Nor do these cases contemplate the factual circumstance at CUS, wherein Amtrak invites third parties unaffiliated with either railroad into the facility for commercial purposes.

Metra believes that the system for apportioning liability and indemnity that best adheres to the requirements of Section 24903 would be a pure comparative negligence format. However, a modified comparative negligence regime—wherein a right to contribution of the primary tortfeasor is extinguished—addresses both (1) primary benefit test of cross-subsidization (by avoiding the 1%/99% inherent in Amtrak's suggested regime) and (2) limits the incentives of the most-at-fault party to undertake costly dispute resolution.

A modified comparative negligence system might be worded as follows:

> *Amtrak agrees to defend, indemnify and save harmless Metra, its officers, directors, employees, agents, successors and assigns, from any and all liability, claims, demands, costs and expenses (including reasonable attorneys' fees mid expenses) for bodily injury or death to any person or damage to any property occurring on or at CUS to the extent that such arises out of or results from the negligence or fault of Amtrak, its employees, agents, servants, licensees, or contractors, arising while this Agreement is in effect, except where Metra is determined to be liable in greater proportion than Amtrak for a particular claim.*
>
> *Metra agrees to defend, indemnify and save harmless Amtrak, its officers, directors, employees, agents, successors and assigns from any and all liability, claims, demands, costs and expenses (including reasonable attorneys' fees and expenses) for bodily injury or death to any person or damage to any property occurring on or at CUS to the extent that such arises out of or results from the negligence or fault of Metra, its employees, agents, servants, licensees, or contractors, arising while this Agreement is in effect, except where Amtrak is determined to be liable in greater proportion than Metra for a particular claim.*

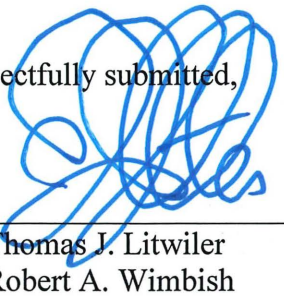
CONCLUSION

Based upon the foregoing evidence and that presented in Metra's Opening Statement, the Board should prescribe the following as Metra's share of annual CUS costs for 2020 (depending upon the Board's holding concerning the appropriate CUS police cost allocation method):

1.	Dispatch (per stipulation)	$1,800,000
2.	MOW (per stipulation)	$2,950,000
3.	Policing (disputed)	$143,440 or $1,310,079
4.	SOM (disputed)	$1,891,841
	TOTAL	$6,785,381 or $7,952,020

In addition, the Board should find that Amtrak's ground power supply costs are not allocable to Metra, endorse the use of Core PCE as the appropriate inflationary index to apply to allocable CUS costs, and hold that allocation of future capital expenditures at CUS can and should be handled under the parties' well-established and successful procedures for such expenditures and that prescription of a fixed Metra contribution to Amtrak's CUS capital project expenses is unnecessary.

Respectfully submitted,



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**ATTORNEYS FOR
COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY
AND NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION**

Dated: June 24, 2020

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36332

PETITION BY THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) FOR PROCEEDINGS UNDER 49 U.S.C. § 24903(c)(2)

AMTRAK'S RESPONSES TO FIRST INTERROGATORIES

Pursuant to 49 C.F.R. § 1114.26 and the Board's Procedural Schedule in this matter, Amtrak submits these responses to the First Set of Interrogatories of the Commuter Rail Division of the Regional Transportation Authority and Northeast Illinois Regional Commuter Railroad Corporation (Metra) served on November 4, 2019.

GENERAL OBJECTIONS

1. Amtrak objects to the Definitions and Instructions to the extent that such Definitions and Instructions exceed the scope of the Surface Transportation Board's discovery rules, *see* 49 CFR §§ 1114.21–1114.31 and purport to impose on Amtrak undue burden and expense or raise issues untimely or inappropriate to the proceeding.

2. Amtrak objects to the Interrogatories to the extent the Interrogatories purport to require disclosure of information that was prepared in anticipation of litigation, constitutes attorney work product, reveals attorney-client communications, or is otherwise protected from disclosure under applicable privileges laws, or rules. In responding to these Interrogatories, Amtrak does not intend to waive, and shall not be construed as having waived, any privilege or protection, including but not limited to, the attorney-client, consultant, and work product privileges.

3. Amtrak objects to the Interrogatories to the extent that they are vague, ambiguous, overly broad, unduly burdensome and oppressive, and seek "all" expenditures, figures, calculations, models, data, spatial analyses, graphs, maps, documents, software, materials, assets, accounting records, ledger entries, etc. relating to a particular subject matter, since it is not feasible to comply.

4. Amtrak objects to the Time Period included in Metra's instructions as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence since many of Metra's requests seek information from up to 35 years ago. Amtrak further objects that it would be unduly burdensome to require Amtrak to respond going back many years. As discussed and agreed by the Parties, Amtrak will be searching for and producing more recent information. To the extent that Metra believes Amtrak's responses are insufficient for purposes of this case, Amtrak and Metra have agreed to meet and confer, and Amtrak has agreed that it will consider reasonable and specific requests for further information.

5. Amtrak objects to the Interrogatories to the extent that they seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

6. Amtrak objects to the Interrogatories to the extent that they purport to require Amtrak to reach a legal conclusion about any document, thing, or event, particularly at the present stage of the litigation.

7. Amtrak objects to the large number of Interrogatories as seeking to impose an undue burden on Amtrak, especially when coupled with the large number of overly broad document requests. Amtrak further objects to the 20 days provided for a response as unduly burdensome and unreasonable given the number of requests and broad scope of the requests. While Amtrak has worked diligently to provide reasonable and appropriate responses in the time

period provided, Amtrak reserves its right to supplement or amend these responses if further information becomes available.

8. Amtrak objects to the Definition of "Amtrak," "you," "yourself," and "petitioner" to the extent that it includes nonparties, and further to the extent it purports to require Amtrak to provide information regardless of whether such information is in Amtrak's possession, custody or control.

9. Amtrak objects to the Definition of "identify" or "describe" as used with respect to documents or communications for being overly broad, unduly burdensome and seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Amtrak's identification of documents, communications or other information in response to any Interrogatories will provide only such information that is reasonable. To the extent Metra has specific and reasonable follow up questions, Amtrak will work with Metra to provide responses.

10. Amtrak objects to the Definition of "Capital Improvements" to the extent it limits real estate improvements to those "planned, suggested, recommended, or desired by Amtrak" or "not in existence at Chicago Union Station."

11. Amtrak objects to Metra's use of the term "transportation," as that term is undefined in 49 U.S.C. § 24903 and is not defined by Metra.

INTERROGATORY NO. 1:

Identify by legal description (whether metes and bounds, or other readily identifiable description within Amtrak's possession using physical linear or cubic measures and landmarks) the premises constituting the real estate holding Amtrak contends represents "Chicago Union Station" as to which Amtrak incurs costs of providing transportation for the benefit of Metra.

RESPONSE TO INTERROGATORY NO. 1:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 1 as follows: Amtrak directs Metra to Amtrak0000002, Amtrak0000003, Amtrak0000004, and Amtrak0000036, maps demonstrating the property that comprises Chicago Union Station.

INTERROGATORY NO. 2:

Identify whether Amtrak contends that the entire premises described in your response to Interrogatory No. 1 is used for providing transportation for the sole or exclusive benefit of Metra. To the extent Amtrak contends that some portion of the premises is used for Metra's sole or exclusive benefit, identify the portion of the premises so used for Metra's sole or exclusive benefit. To the extent a portion of the premises does not benefit Metra, identify that portion of the premises.

RESPONSE TO INTERROGATORY NO. 2:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 2 as follows: Amtrak states, as to the first question, that it does not contend that the entirety of Chicago Union Station is used for providing transportation for the sole or exclusive benefit of Metra. As to the second question, Amtrak does contend that certain portions of the premises are used for Metra's

sole or exclusive benefit. These areas include the Metra ticket office and Metra crew locker and quiet rooms. Amtrak refers to Amtrak0000179, which identifies the Metra sole use areas, the Amtrak (or other tenant) sole use areas, and the shared areas at Chicago Union Station, and Amtrak0000184, a Chicago Union Station spatial analysis.

INTERROGATORY NO. 3:

Identify all witnesses who will provide verified statements in this matter and any person assisting such individuals. In your response, also include a description of the subject matter and a summary of the content of the anticipated statement.

RESPONSE TO INTERROGATORY NO. 3:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 3 as premature and seeking information protected by the attorney-client privilege and the attorney work product doctrine. Amtrak's opening brief with evidentiary support is not due to be filed for several months. Accordingly, Amtrak and its counsel have not made any decision as to what individuals, if any, will provide statements, verified or otherwise, in this matter.

INTERROGATORY NO. 4:

Identify each person with knowledge of the allegations contained in the Petition. Your identification shall specifically include a summary of the knowledge such persons have and the bases therefor.

RESPONSE TO INTERROGATORY NO. 4:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 4 as overly broad and unduly burdensome because large numbers of individuals, both within and outside Amtrak have knowledge of some allegations contained in the Petition. Amtrak further objects to this interrogatory as overly broad and unduly burdensome because there are

allegations in the Petition (e.g., "Metra is a commuter rail agency based in Chicago, Illinois") for which Metra cannot reasonably be seeking identification of individuals with knowledge. Amtrak further objects to this interrogatory as vague and ambiguous in that it does not identify any of the allegations for which it seeks identification of individuals with knowledge.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 4 as follows: Amtrak states that the individuals with the most knowledge of the primary issues in this matter, which include the Parties' negotiations and the terms and compensations sought by Amtrak, are:

- Tom Moritz, Amtrak, Assistant Vice President for Infrastructure Access
- Christine Suchy, Amtrak, Director of Business Development, National Network
- Nancy J. Miller, Amtrak, Director of Financial Planning & Analysis

Contact information can be provided upon request. However, all three individuals are currently employed by Amtrak, and Amtrak requests that they be contacted, if at all, only through counsel.

Amtrak further understands that Metra is aware of other individuals who participated in meetings and telephone calls between Amtrak and Metra and have knowledge of the facts underlying the allegations in the Petition. To the extent Metra seeks identification of an individual with knowledge of a specific allegation in the Petition, Amtrak will work with Metra to identify such an individual.

INTERROGATORY NO. 5:

Identify which costs to be allocated to Metra under the Proposed Agreement or terms proposed in the Proposed Agreement Amtrak currently contends represent an "impasse" with Metra as described in pages four and five of the Petition, and the basis of any such "impasse."

RESPONSE TO INTERROGATORY NO. 5:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 5 as follows: Amtrak's current understanding is that there is an impasse as to all costs to be allocated under the Proposed Agreement and all terms sought by Metra in the Proposed Agreement. The basis for that impasse is that Metra refuses to pay the costs included in the Proposed Agreement or agree to the terms proposed by Amtrak. Amtrak and Metra are continuing to negotiate, and it is possible that they will reach an agreement on some or all of the costs to be allocated or the terms of any agreement.

INTERROGATORY NO. 6:

Identify whether Amtrak accounting principles conform to GAAP, inclusive of any published, adopted, or forthcoming alterations to GAAP. To the extent the answer is anything than an unqualified yes, identify in what manner Amtrak accounting does not conform to GAAP for costs Amtrak contends are allocable to Metra under 49 U.S.C. § 24903(c)(2).

RESPONSE TO INTERROGATORY NO. 6:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 6 as follows: Amtrak's financial records and statements are presented using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

INTERROGATORY NO. 7:

Define the "costs of providing transportation" Amtrak contends it is entitled to under 49 U.S.C. § 24903(c)(2).

RESPONSE TO INTERROGATORY NO. 7:

Amtrak incorporates its General Objections. Amtrak further objects on the grounds that Interrogatory No. 7 is vague and ambiguous because it is unclear whether Metra is asking for a general understanding of 49 U.S.C. § 24903(c) or asking for the specific costs Amtrak seeks.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 7 as follows: Amtrak contends, consistent with the statutory language, that it is entitled to any costs incurred solely for the benefit of Metra and a proportionate share of all other costs of providing transportation at Chicago Union Station. The various types of costs (but not necessarily the amounts) Amtrak contends it is entitled to are included in its June 4, 2019 Proposed Agreement, Amtrak0000189, and other documents produced by Amtrak.

INTERROGATORY NO. 8:

For all monies received by Amtrak from Metra since January 1, 1984, identify how such amounts are reflected monetarily in Amtrak's system of accounts, annual reports, ledgers, books and records in a numerical value and identify all adjustments to such values from receipt to the present time.

RESPONSE TO INTERROGATORY NO. 8:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 8 as overbroad, unduly burdensome and seeking information not reasonably calculated to lead to admissible evidence. Amtrak's accounting practices going back 35 years is not relevant to the only question presented by the Petition, which is the terms and compensation for Metra's use of

Chicago Union Station going forward. Amtrak further objects to the phrase "adjustments to such values" as vague and ambiguous.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 8 as follows: All monies received by Amtrak from Metra from 2017 forward are accounted for as Other Revenue in Amtrak's annual financial statements and are recorded to its general ledger account 410006 - Other Access & Service Revenue. Amtrak's consolidated financial statements reflect the consolidated operations of Amtrak and its subsidiaries including the Chicago Union Station Company (CUS) (prior to its May 11, 2017 merger into Amtrak). See attached file of Metra related payments for Amtrak fiscal years 2017 – 2019, Amtrak0000232.

INTERROGATORY NO. 9:

Identify all expenditures of Amtrak since January 1, 1984, that Amtrak contends have resulted in the cross-subsidization of Metra commuter rail service by Amtrak, if any.

RESPONSE TO INTERROGATORY NO. 9:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 9 as overbroad, unduly burdensome and seeking information not likely to lead to admissible evidence because not all expenditures over the past 35 years are relevant to the only question presented by the Petition, which is how much Metra should pay Amtrak going forward.

Notwithstanding its objections, Amtrak response to Interrogatory No. 9 as follows: To the extent Amtrak bore costs that should have been paid by Metra, or to the extent Metra paid less than Metra's actual common benefit share of Chicago Union Station costs, the effect was for Amtrak to cross-subsidize Metra's commuter rail service.

INTERROGATORY NO. 10:

Identify each person who drafted, aided, or assisted with – or who possesses; information, figures, calculations, models, data, spatial analysis, graphics, maps, or documents, software, or materials supporting or including the contents of: (1) the Proposed Agreement and (2) any documentation supporting the Proposed Agreement provided to Metra.

RESPONSE TO INTERROGATORY NO. 10:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 10 as overly broad and unduly burdensome because large numbers of individuals, both within and outside Amtrak, have information and other materials supporting or including the contents of the Proposed Agreement and documentations supporting the Proposed Agreement.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 10 as follows: Amtrak states that the individuals who possess the most relevant information about the Proposed Agreement are: Tom Moritz, Christine Suchy, and Nancy Miller. Amtrak further understands that Metra is aware of other individuals who participated in meetings and telephone calls between Amtrak and Metra.

INTERROGATORY NO. 11:

Identify all figures, calculations, models, data, spatial analysis, graphics, maps, documents, software, or materials Amtrak used in aid of its calculation of Compensation and composition of the Proposed Agreement.

RESPONSE TO INTERROGATORY NO. 11:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 11 as overly broad and unduly burdensome in that it seeks “all” figures, etc.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 11 as follows: Amtrak states that it has previously provided Metra voluminous information responsive to this request. That information is being produced and is more than sufficient for Metra to determine the bases for Amtrak's Proposed Agreement. Amtrak further states that it primarily used the following software to aid its calculation of compensation and composition of the Proposed Agreement: Excel and its general ledger system, SAP.

INTERROGATORY NO. 12:

Identify by day of week the average number of persons embarking on, connecting on, or terminating Amtrak services at Chicago Union Station based on the past five fiscal years.

RESPONSE TO INTERROGATORY NO. 12:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 12 as follows: Chicago Union Station handles approximately 10,000 Amtrak passengers on an average weekday. Average weekday ridership has been consistent for the past five years. Amtrak has sought more detailed information from the individuals most likely to possess such information but has been unable to locate more precise information (i.e., average ridership on each specific day of the week).

INTERROGATORY NO. 13:

Identify the annual number of persons embarking on connecting on, or terminating Amtrak services at Chicago Union Station for each of the past five fiscal years.

RESPONSE TO INTERROGATORY NO. 13:

Amtrak incorporates its General Objections. Amtrak further objects that ridership data is not available for FY 2019.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 13 as follows: Amtrak states that Amtrak's annual Chicago Union Station ridership for the past five fiscal years is as follows. Connecting passengers are counted in both the "Ons" and the "Offs".

FY14		
Ons	**Offs**	**Total**
1,694,031	1,683,228	3,377,259
FY15		
Ons	**Offs**	**Total**
1,651,653	1,643,977	3,295,630
FY16		
Ons	**Offs**	**Total**
1,626,193	1,620,924	3,247,117
FY17		
Ons	**Offs**	**Total**
1,698,648	1,689,403	3,388,051
FY18		
Ons	**Offs**	**Total**
1,651,288	1,642,352	3,293,640

INTERROGATORY NO. 14:

Identify whether the General Public can embark or terminate on non-Amtrak commercial motor coach service (not including Amtrak Thruway) at Chicago Union Station. If so, identify each motor coach carrier and any annual estimates, counts, or measures of persons traveling via commercial motor coach service to or from Chicago Union Station for the past five fiscal years.

RESPONSE TO INTERROGATORY NO. 14:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 14 as follows: Amtrak states that no non-Amtrak commercial motor coach (i.e., bus) service operates "at" Chicago Union Station. Greyhound and CTA bus service operates near Chicago Union Station, but buses load and unload outside Chicago Union Station. Greyhound tickets can be purchased

in the station. The General Public can embark or terminate on non-Amtrak commercial motor coach service outside Chicago Union station by utilizing the following services:

> **Chicago Transit Authority Buses:**
> Bus routes 7, 60, 124, 125, 126, 151, 156 and 157 (plus routes 1, 28, 121 and 125 during weekday rush and route 130 mid-May through Labor Day) directly serve Union Station and can be taken from the following locations:
>
> Union Station Transit Center: 1, 28, 121, 124, 128, 151, 156
> West side of Clinton, north side of block: 125, 130, 192
> West side of Clinton, south side of block: 7, 60, 157.
> Southwest corner of Clinton/Jackson: 126, 754, 755
>
> **Greyhound Buses:**
> The Chicago Greyhound bus terminal is located at 630 West Harrison Street, four blocks to the southwest of the station. Some Greyhound buses pick up passengers directly at Union Station from the east side of 225 South Canal Street, just north of Jackson Blvd.

CTA ridership by bus route for the past 5 years is available; however, the number of passengers boarding and deboarding outside Chicago Union Station is not specified. See attached Chicago Transit Authority Ridership Reports by bus route for 2014 – 2018, Amtrak0000038, Amtrak0000066, Amtrak0000094, Amtrak0000123, and Amtrak0000151. Greyhound ridership by station is not available to Amtrak.

INTERROGATORY NO. 15:

State whether Amtrak estimates, counts, or otherwise measures: (1) the total number of individuals entering Chicago Union Station annually; (2) the portion of those individuals who enter for the purposes of traveling via Amtrak; (3) the portion of those persons who enter for the purposes of traveling via Metra; (4) the portion of those persons who are otherwise tenants of Amtrak at Chicago Union Station; and/or (5) the portion of those persons otherwise representing the General Public. If so, provide the estimates, counts, or measurements of same for the past five fiscal years.

RESPONSE TO INTERROGATORY NO. 15:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 15 as follows: Amtrak does not estimate, count or otherwise measure the total number of individuals entering Chicago Union Station. Amtrak directs Metra to Amtrak0002441, a Pedestrian Circulation Report issued on October 3, 2017, which may contain certain information responsive to this interrogatory.

INTERROGATORY NO. 16:

Define what Amtrak contends is included in the "terms" of Metra's use of Chicago Union Station as Amtrak used the word in the penultimate line of page six of its Petition.

RESPONSE TO INTERROGATORY NO. 16:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 16 as follows: Amtrak's Petition states that "Amtrak's Proposed Agreement avoids cross-subsidization, follows the governing statute, and includes fair, adequate, and reasonable terms that allows Metra to continue to access and use Chicago Union Station in a manner that is equitable to both Metra and Amtrak." The "terms," as that word is used in the Petition, are set out in Amtrak's Proposed Access Agreement dated June 4, 2019.

INTERROGATORY NO. 17:

Identify the words in the Statute Amtrak contends permit the STB to prescribe "terms" of Metra's use of Union Station, as the word "terms" is used by Amtrak in its Petition at page 6, penultimate line.

RESPONSE TO INTERROGATORY NO. 17:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 17 on the grounds that it seeks Amtrak's legal theories, including information that is protected by the attorney-client privilege and the attorney work product doctrine.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 17 as follows: 49 U.S.C. § 24903(c)(2) allows the Board to order that transportation continue in the absence of a new agreement between Amtrak and a commuter authority. As evidenced by the prior agreement governing Metra's use of Chicago Union Station and Amtrak's June 4, 2019 Proposed Agreement, numerous terms other than compensation are required to ensure that the transportation can continue. Thus, the statute would not be capable of implementation if the Board did not have the ability to implement non-monetary terms. Indeed, the Board has already imposed terms in this proceeding, ordering that "Amtrak must continue to provide Metra access to Chicago Union Station on an interim basis under the terms of the 1984 Agreement."

INTERROGATORY NO. 18:

Identify which "terms" (as that word is used by Amtrak in its Petition at page 6, penultimate line) of Metra's use of Chicago Union Station Amtrak seeks to have the STB prescribe.

RESPONSE TO INTERROGATORY NO. 18

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 18 as follows: Amtrak directs Metra to its June 4, 2019 proposal, Amtrak0000189, which identifies the contractual terms Amtrak seeks.

INTERROGATORY NO. 19:

Describe the legal basis for Amtrak's assertion on page six of its Petition that Tier 1 Capitalization Costs under the Proposed Agreement "follows the governing statute."

RESPONSE TO INTERROGATORY NO. 19:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 19 on the basis that it seeks information regarding the application of law to fact, and Amtrak should not be required to answer until the close of discovery.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 19 as follows: 49 U.S.C. § 24903(c)(1) and (c)(2) prohibit Amtrak from cross-subsidizing Metra's commuter rail passenger service. Section 24903(c)(2) further mandates that in determining compensation, the Board must assign to Metra "a proportionate share of all other costs of providing transportation under this paragraph incurred for the common benefit of Amtrak and the carrier." Metra benefits from capital costs incurred by Amtrak at Chicago Union Station, and those capital costs are part Capital costs are part of the "costs of providing transportation" under Section 24903.

INTERROGATORY NO. 20:

Describe the legal basis for Amtrak's assertion on page six of its Petition that Tier 2 Capitalization Costs under the Proposed Agreement "follows the governing statute."

RESPONSE TO INTERROGATORY NO. 20:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 20 on the basis that it seeks information regarding the application of law to fact, and Amtrak should not be required to answer until the close of discovery.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 20 as follows: 49 U.S.C. § 24903(c)(1) and (c)(2) prohibit Amtrak from cross-subsidizing Metra's commuter rail

passenger service. Section 24903(c)(2) further mandates that in determining compensation, the Board must assign to Metra "a proportionate share of all other costs of providing transportation under this paragraph incurred for the common benefit of Amtrak and the carrier." Metra benefits from capital costs incurred by Amtrak at Chicago Union Station, and those capital costs are part Capital costs are part of the "costs of providing transportation" under Section 24903.

INTERROGATORY NO. 21:

Identify every request for funding from Amtrak to Metra since January 1, 1984, that either did not result in a Fixed Facility Agreement or for which Amtrak elected to incur 100% of the expenditures related to costs of providing transportation, and for which Amtrak contends Metra derives or derived a benefit.

RESPONSE TO INTERROGATORY NO 21:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 21 as overly broad and unduly burdensome in that it seeks "every" request for funding going back 35 years. Amtrak further objects to this interrogatory because it requests information about requests made to Metra, which is information that Metra has, and it would therefore be unduly burdensome to require Amtrak to provide a response.

INTERROGATORY NO. 22

Identify the respective daily and annual number of hours Chicago Union Station may be accessed by the General Public.

RESPONSE TO INTERROGATORY NO. 22:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 22 as follows: Chicago Union is open every day of the year from 5:00 a.m. until 1:00 a.m.

INTERROGATORY NO. 23:

Define "recapitalization" as used in Amtrak's Petition.

RESPONSE TO INTERROGATORY NO. 23:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 23 as follows: Amtrak understands Metra's request to refer to Amtrak's reference to an "infrastructure recapitalization arrangement" on Page 4 of the Petition. Recapitalization as used in that context includes the in-kind replacement of Amtrak's assets having a useful life of greater than one year and includes assets categories such as track, signals, building subsystems, electrical distribution equipment, HVAC equipment (air handlers, compressors, chillers, boilers), building control systems, and fire protection apparatus.

INTERROGATORY NO. 24:

Identify whether "recapitalization" under the Proposed Agreement includes any expenditures for Capital Improvements.

RESPONSE TO INTERROGATORY NO. 24:

Amtrak incorporates its General Objections. Amtrak further re-states its objections to the definition of Capital Improvements as vague and ambiguous in its attempt to incorporate Illinois common law without defining the contours of that law.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 24 as follows: Amtrak's definition of recapitalization does not appear to include expenditures for Capital Improvements as that term is defined by Metra, because Amtrak's understanding of recapitalization relates to the improvement of assets already in existence while Metra's definition relates to new real estate improvements "not in existence."

INTERROGATORY NO. 25:

Identify any planned or incurred expenditure for the current fiscal year Amtrak contends is or would be allocable under the Statute, and how each expenditure would be categorized as either "Maintenance of Way;" "Station Operation and Maintenance;" "Dispatching;" or "Police" under Section 12 of the Proposed Agreement.

RESPONSE TO INTERROGATORY NO. 25:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 25 as overly broad and unduly burdensome in that it seeks "any planned or incurred expenditure for the current fiscal year." Further, the expenditures sought are not broken down as allocated. Amtrak also objects to Interrogatory No. 25 on the basis that Amtrak's expenditures for the current fiscal year, Fiscal Year 2020, will not be available until after the close of the fiscal year on September 30, 2020.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 25 as follows: Amtrak has previously provided documents responsive to this Interrogatory to Metra's agent, Quandel. Those documents related primarily to Fiscal Years 2016 and 2017. Amtrak is producing those documents in this proceeding, and Amtrak is producing additional documents responsive to this Interrogatory. The document bates-numbered Amtrak0000234 memorializes costs Amtrak incurred in Fiscal Years 2018 and 2019 that are allocable in whole or in part to Metra. Additionally, the document bates-numbered Amtrak0000185 memorializes policing costs incurred in Fiscal Year 2019 and budgeted for Fiscal Year 2020 that are allocable in whole or in part to Metra.

Finally, the documents referenced in this answer include the various costs categories that fall within the categories listed in the Interrogatory. Those cost categories are the ones that Amtrak used in the Proposed Agreement and are what Amtrak is seeking in its Petition.

INTERROGATORY NO. 26:

Identify any planned or incurred expenditure for future fiscal years Amtrak contends is or would be allocable under the Statute, and how each expenditure would be categorized as either "Maintenance of Way;" "Station Operation and Maintenance;" "Dispatching;" or "Police" under Section 12 of the Proposed Agreement.

RESPONSE TO INTERROGATORY NO. 26:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 26 as overly broad and unduly burdensome in that it seeks "any planned or incurred expenditure for future fiscal years." Further, the expenditures sought are not broken down as allocated.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 26 as follows: Amtrak refers to its Response to Interrogatory No. 25 and states that it believes the cost categories will remain the same for future fiscal years, although the amounts will change.

INTERROGATORY NO. 27:

Identify which "General and Administrative" costs Amtrak Executive Vice President Stephen Gardner described as "redundant" that were eliminated as a result of the merger of Chicago Union Station Company into Amtrak. Interrogatory Exhibit A.

RESPONSE TO INTERROGATORY NO. 27:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 27 as follows: As quoted in the June 18, 2019 online article by Frank Wilner of RAILWAY AGE, Stephen Gardner was referring to having separate CUSCO staff and officers located in Chicago.

INTERROGATORY NO. 28:

Identify each expenditure of Amtrak for the benefit of Metra funded through monies, credits, disbursements or grants provided to Amtrak by or through the Federal Railroad Administration or the Federal Transit Administration grants, and identify the specific grant program (by name and number, where applicable) from which Amtrak received such funding, including the public law authorizing the grant and any portion of the Code of Federal Regulations governing the grant.

RESPONSE TO INTERROGATORY NO. 28:

Amtrak incorporates its General Objections. Amtrak further objects to Interrogatory No. 28 as vague and ambiguous, and because it seeks information not reasonably calculated to lead to the discovery of admissible evidence.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 28 as follows: Amtrak receives numerous grants from the federal government. However, Amtrak has not received any grants specifically applicable to Chicago Union Station or for the direct benefit of Metra.

INTERROGATORY NO. 29:

Identify by what Statutory Factors Amtrak contends Maintenance of Way costs, as such term is used in the in the Proposed Agreement, should be allocated to Metra.

RESPONSE TO INTERROGATORY NO. 29:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 29 as follows: Amtrak contends that Metra's proportionate share of Maintenance of Way costs be represented by the Metra Commuter Service's portion of the number of train movements over the Chicago Union Station shared-use territory as a percentage of the total number of train movements over the shared use territory by all operators.

INTERROGATORY NO. 30:

Identify whether the Statutory Factors in Interrogatory No. 29 were used by Amtrak to calculate the Maintenance of Way under Section 12 "Compensation" of the Proposed Agreement. If "yes," explain how.

RESPONSE TO INTERROGATORY NO. 30:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 30 as follows: Yes, Amtrak used the statutory factor identified in response to Interrogatory No. 29 to calculate Metra's allocated share of Maintenance of Way costs under Section 12 "Compensation" of the Proposed Agreement. Metra's proportionate share of Maintenance of Way costs was determined by multiplying Metra's percentage of train movements described in Interrogatory No. 29 by the sum of the Amtrak Maintenance of Way costs attributable to Maintenance of Way in the Chicago Union Station shared-use territory.

INTERROGATORY NO. 31:

Identify all assets that Amtrak separately identifies, records, or tracks to which Amtrak claims title and that Amtrak contends are used in providing transportation at Chicago Union Station and the current valuation of each as of September 30, 2019.

RESPONSE TO INTERROGATORY NO. 31:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak refers Metra to Amtrak0000233, which includes all such assets and is the "asset register" sought by Metra in the Parties' meet and confer. Amtrak notes that this document does not include assets related to Amtrak's assets in Chicago Yards. Amtrak is not seeking to allocate any costs of Chicago Yards to Metra in this proceeding.

INTERROGATORY NO. 32:

Identify whether Amtrak depreciates or otherwise discounts the value of the assets identified in Interrogatory No. 31 in its books or records and, if so, the method by which Amtrak calculates the value of such assets on a periodic basis.

RESPONSE TO INTERROGATORY NO. 32:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 32 as follows: Amtrak refers Metra to Amtrak0000233.

INTERROGATORY NO. 33:

Identify whether each asset identified in Interrogatory No. 31 is in a State of Good Repair. For those assets comprising part of a system, identify each system and describe whether the system is in a State of Good Repair.

RESPONSE TO INTERROGATORY NO. 33:

Amtrak incorporates its General Objections. Amtrak objects to the phrase "each asset" as overly broad and unduly burdensome. Amtrak further objects to this Interrogatory to the extent it purports to apply to non-track assets. The term "state of good repair" is generally

understood to refer to track assets, and Amtrak has answered the Interrogatory consistent with that understanding.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 33 as follows: Amtrak monitors the condition of its track assets to ensure they are capable of performing the tasks for which they are intended, both as individual assets and as systems. Amtrak conducts this monitoring through periodic inspections. Amtrak also maintains information regarding the condition of its track assets on an asset-type basis, relying on the expected lifecycle of each type of asset to budget for maintaining and replacing those assets as necessary. Amtrak0000294 reflects that information. Amtrak does not qualify other non-track assets as in a State of Good Repair *per se*, but Amtrak regularly monitors these assets, conducts periodic inspections of each of these assets, and replaces them as necessary.

INTERROGATORY NO. 34:

For those systems not in a State of Good Repair, identify what work or asset replacement is required to return the system to a State of Good Repair.

RESPONSE TO INTERROGATORY NO. 34:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 34 as follows: Amtrak incorporates its objections and response to Interrogatory No. 33.

INTERROGATORY NO. 35:

Identify whether Amtrak calculates, records, or classifies each asset identified in Interrogatory No. 31 to have a useful life. If so, describe the methodology or assumptions underlying Amtrak's approach to such determinations.

RESPONSE TO INTERROGATORY NO. 35:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 35 as follows: Amtrak refers Metra to Amtrak0000233.

INTERROGATORY NO. 36:

Identify the remaining useful life for each asset Amtrak identified in Interrogatory No. 31 and the useful life expectancy for any replacement thereof.

RESPONSE TO INTERROGATORY NO. 36:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 36 as follows: Amtrak refers Metra to Amtrak0000233.

INTERROGATORY NO. 37

For each of the assets identified in Interrogatory No. 31, designate the assets that Amtrak contends Metra funded entirely or in part, and, for such Metra-funded assets, explain whether Amtrak depreciates the assets on its own books and records and identify the valuation of those assets as of September 30, 2019.

RESPONSE TO INTERROGATORY NO. 37:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 37 as follows: Amtrak refers Metra to Amtrak0000233.

INTERROGATORY NO. 38:

Define “maintenance” as that term is used in Section 7.2 of the Proposed Agreement.

RESPONSE TO INTERROGATORY NO. 38:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 38 as follows: "Maintenance," as used in the Proposed Agreement, refers to the costs associated with the upkeep and repair of Amtrak's assets at Chicago Union Station, as defined in Interrogatory No. 1, including the Chicago Union Station facility, tracks, switches, interlocking, signals, and platforms in order to keep the infrastructure and systems functioning properly.

INTERROGATORY NO. 39:

Identify all persons other than Amtrak or Metra having a Property Interest in Chicago Union Station.

RESPONSE TO INTERROGATORY NO. 39:

Amtrak incorporates its General Objections. Amtrak further objects to this request as overly broad and unduly burdensome. Amtrak further objects that the Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, in that it is not limited to current Property Interests. During the Parties' meet and confer, Metra initially limited this request to current leases. The Parties met and conferred further on this request, and Metra agreed that Amtrak would not produce any documents or information in on this subject pending further discussions after Metra has reviewed other documents produced by Amtrak.

INTERROGATORY NO. 40:

Identify for each person identified in Interrogatory No. 39 the contractual or other commencement and termination dates of that person's Property Interest in Union Station; if no

date certain identify any contingency, defeasance, or subsequent condition that would result in termination.

RESPONSE TO INTERROGATORY NO. 40:

Amtrak incorporates its General Objections. Amtrak further objects to this request as overly broad and unduly burdensome. Amtrak further objects that the Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, in that it is not limited to current Property Interests. During the Parties' meet and confer, Metra initially limited this request to current leases. The Parties met and conferred further on this request, and Metra agreed that Amtrak would not produce any documents or information in on this subject pending further discussions after Metra has reviewed other documents produced by Amtrak.

INTERROGATORY NO. 41:

Identify for each person identified in response to Interrogatory No. 39 all consideration (1) received by Amtrak for the Property Interest at time of conveyance or grant of the Property Interest, or (2) received by Amtrak in each of the past five fiscal years.

RESPONSE TO INTERROGATORY NO. 41:

Amtrak incorporates its General Objections. Amtrak further objects to this request as overly broad and unduly burdensome. Amtrak further objects that the Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, in that it is not limited to current Property Interests. During the Parties' meet and confer, Metra initially limited this request to current leases. The Parties met and conferred further on this request, and Metra agreed that Amtrak would not produce any documents or information in on

this subject pending further discussions after Metra has reviewed other documents produced by Amtrak.

INTERROGATORY NO. 42:

Identify the present day valuation of Chicago Union Station as recorded on Amtrak's books, records, or system and accounts as such valuation would be reflected in an annual audit or financial report.

RESPONSE TO INTERROGATORY NO. 42:

Amtrak incorporates its General Objections. Amtrak further objects on the grounds that Interrogatory No. 42 is vague, ambiguous and nonsensical as it asks both for a valuation "as recorded" and a valuation that "would be reflected."

Notwithstanding its objections, Amtrak responds to Interrogatory No. 42 as follows: Amtrak's books and records include the net book value of Chicago Union Station. That value is as of September 30, 2019 is: $175,017,517.82.

INTERROGATORY NO. 43:

For each of the past five Amtrak fiscal years, identify all expenditures Amtrak has made resulting from, in relation to, or in consideration of an obligation related to, a Property Interest held by a person other than Metra.

RESPONSE TO INTERROGATORY NO. 43:

Amtrak incorporates its General Objections. Amtrak further objects to this Interrogatory as overbroad and unduly burdensome to the extent it seeks "all" expenditures and broadly includes any expenditures "resulting from, in relation to, or in consideration of an obligation related to, a Property Interest held by a person other than Metra." This Interrogatory is not reasonably calculated to lead to the discovery of admissible evidence, since this proceeding does

not concern "a Property Interest held by a person other than Metra." Amtrak further states that this Interrogatory is related to the discussions involving Interrogatories 39–41, and Amtrak incorporates its response to those Interrogatories herein.

INTERROGATORY NO. 44:

Identify every distinct expenditure, cost, accounting record, or ledger entry (by numerical register code and name) Amtrak used to calculate the Compensation in Section 12 of the Proposed Agreement.

RESPONSE TO INTERROGATORY NO. 44:

Amtrak incorporates its General Objections. Amtrak further objects to this Interrogatory as overbroad and unduly burdensome to the extent it seeks "every" distinct expenditure, etc. To calculate the Compensation Schedule in Section 12 of the Proposed Agreement for the Total Base Usage Fee, Recapitalization Program, and Contract Services, Amtrak used current and historical data about Metra's use of Chicago Union Station and Amtrak's expenses across a large number of fields. To identify every distinct expenditure, accounting, record, or ledger entry underlying that data would require Amtrak to unearth every paycheck, every invoice, and every accounting record associated with Chicago Union Station. The effort, burden, and expense required to produce this volume of information is not proportional to the needs of this case.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 44 as follows: Amtrak used information from Fiscal Years 2016 and 2017 to calculate compensation in its Proposed Agreement. That information was provided to Metra's agent, Quandel, and will be produced.

INTERROGATORY NO. 45:

Identify all mechanical systems (e.g., heating, ventilation and air conditioning ("HVAC"); plumbing; fire suppression; electrical) utilized for providing transportation for the exclusive benefit of Metra at Chicago Union Station or for the common benefit of Amtrak and Metra.

RESPONSE TO INTERROGATORY NO. 45:

Amtrak incorporates its General Objections. Amtrak objects to the phrase "providing transportation" as overbroad, ambiguous, and undefined.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 45 as follows:

Amtrak will provide a document containing the requested information.

INTERROGATORY NO. 46:

Identify whether any of the mechanical systems identified above are enjoyed by persons utilizing or occupying Chicago Union Station for reasons other than patronage of Amtrak or Metra transportation service.

RESPONSE TO INTERROGATORY NO. 46:

Amtrak incorporates its General Objections. Amtrak interprets "identified above" to mean identified in response to Interrogatory No. 45.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 46 as follows:

Yes.

INTERROGATORY NO. 47:

Identify whether any Amtrak property or real estate beyond the Chicago Union Station premises uses the mechanical systems identified above.

RESPONSE TO INTERROGATORY NO. 47:

Amtrak incorporates its General Objections. Amtrak interprets "identified above" to mean identified in response to Interrogatory No. 45.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 47 as follows: No.

INTERROGATORY NO. 48:

For each mechanical system identified above, describe whether Amtrak apportions to Metra expenditures, debits, and charges incurred in the operation, maintenance, or replacement of those systems as a cost of providing transportation for the benefit of Metra.

RESPONSE TO INTERROGATORY NO. 48:

Amtrak incorporates its General Objections. Amtrak further objects on the ground that Interrogatory No. 48 is vague and ambiguous because "identified above" is unclear. Amtrak interprets "identified above" to mean identified in response to Interrogatory No. 45.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 48 as follows: Amtrak allocates to Metra costs associated with the mechanical systems at Chicago Union Station.

INTERROGATORY NO. 49:

Identify all Occupational Positions and annual expenditures in support of each such Occupational Position that Amtrak has budgeted for future fiscal years, or that Amtrak has incurred for the past five fiscal years in providing transportation at Chicago Union Station.

RESPONSE TO INTERROGATORY NO. 49:

Amtrak incorporates its General Objections. Amtrak further objects to this Interrogatory as overbroad and unduly burdensome to the extent it seeks "all" Occupational Positions and "all" annual expenditures in support of each such Occupational Position that Amtrak has budgeted for

future fiscal years or incurred for the past five fiscal years. Identifying each discrete payment made for every employee or contractor over the past five fiscal years would result in voluminous and irrelevant documentation. Further, seeking all expenditures in support of each such Occupational Position is not reasonably calculated to lead to the discovery of admissible evidence. Amtrak objects that the Interrogatory is temporally overbroad because it requests that Amtrak identify all Occupational Positions and annual expenditures in support of each Occupational Position for all future fiscal years, when the agreement Amtrak contemplates with Metra is limited to a term of years.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 49 as follows: Amtrak will provide a document containing the requested information.

INTERROGATORY NO. 50:

State with particularity for each position above whether the person employed or engaged in the Occupational Position provides services to Amtrak for properties or operations beyond, or in addition to, the premises of Chicago Union Station.

RESPONSE TO INTERROGATORY NO. 50:

Amtrak incorporates its General Objections. Amtrak further objects that identifying such information with "particularity" for every person employed or engaged in Occupational Positions is overbroad and unduly burdensome.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 50 as follows: Numerous Amtrak employees in numerous positions provide service for Chicago Union Station and other Amtrak properties or operations. As explained in Amtrak's Response to Interrogatory No. 51, Amtrak tracks such work through the cost center and WBS elements. Amtrak only seeks to allocate to Metra employee costs for work at Chicago Union Station.

INTERROGATORY NO. 51:

State if and how Amtrak accounts for, tracks, registers, or allocates the time spent by the Occupational Positions supporting both property or operations beyond the premises of Chicago Union Station and property or operations on or within the premises of Chicago Union Station.

RESPONSE TO INTERROGATORY NO. 51:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 51 as follows: Amtrak tracks the Occupational Positions supporting both property or operations beyond the premises of Chicago Union Station and property or operations on or within the premises of Chicago Union Station by specific account coding in its general ledger system that identifies the cost center (i.e., department and location), category of expense (i.e., straight-time and overtime wages), and specific task identified by a "work breakdown structure" (WBS) element (i.e., project) code. Amtrak further notes that the cost center and WBS element identify whether the employee is working at Chicago Union Station or elsewhere.

INTERROGATORY NO. 52:

For each of the Occupational Positions identified above, identify which positions provide transportation services exclusively for the benefit of Metra at Chicago Union Station.

RESPONSE TO INTERROGATORY NO. 52:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 52 as follows: There are no Occupational Positions that provide transportation services exclusively for the benefit of Metra at Chicago Union Station.

INTERROGATORY NO. 53:

State whether Amtrak allocates all costs it incurs for the benefit of Metra in its accounting, ledger, bookkeeping, or similar entries utilizing a method of "cost centers;" "accounts;" or similar designations reflecting the purpose of the cost incurred (e.g., B.EN.100089.0043 CUS-MTL ISSUES NON-SPEC PROJ as listed in Amtrak document titled CUS-Cost-Calculation-Detail-File_3-19-2018_For_ Distribution.) (Interrogatory Exhibit B). If so, state whether such entries are grouped or classified by an alpha or numerical designation. If so grouped, provide the alpha or numerical designation for each center, allocation, grouping, or classification utilized for Chicago Union Station.

RESPONSE TO INTERROGATORY NO. 53:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 53 as follows: Amtrak utilizes specific numerical and alpha-numerical account coding in its general ledger system that identifies the cost center (i.e., department and location), category of expense (i.e., straight-time and overtime wages) and specific task identified by a "work breakdown structure" (WBS) element (i.e., project) code in order to track the costs it incurs for the benefit of Metra. The account coding included in the document titled CUS-Cost-Calculation-Detail-File_3-19-2018_For_ Distribution, Amtrak0005283, includes the specific account codes related to the Chicago Union Station costs allocated to Metra.

INTERROGATORY NO. 54:

State the Factors under the Statute that Amtrak contends should be used to allocate costs to Metra for "Station Operation and Maintenance" as used in the Proposed Agreement.

RESPONSE TO INTERROGATORY NO. 54:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 54 as follows: Amtrak contends that Metra's proportionate share of Station Operation and Maintenance costs be represented by the percentage of square footage that is attributable to sole benefit and common areas of Chicago Union Station multiplied by the Metra Commuter Service's portion of a usage metric that represents an equal weighting of ridership (measured by passenger on-off counts) and train movements.

INTERROGATORY NO. 55:

Describe how the Statutory Factors as included in your response to Interrogatory Number 54, were used to calculate "Station Operations and Maintenance" sums of Section 12 "Compensation" of the Proposed Agreement and if so, describe how the Factors were used.

RESPONSE TO INTERROGATORY NO. 55:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 55 as follows: The statutory factors in Interrogatory No. 54 were used by Amtrak to calculate the Station Operations and Maintenance sums under Section 12 "Compensation" of the Proposed Agreement. Amtrak uses an average of the proportionate number of trains and the proportionate number of passengers. Specifically, Metra's proportionate share of these costs is equal to the sum of the costs associated with operating and maintaining Chicago Union Station. Station Operating and Maintenance costs are allocated to Amtrak and Metra based on the percentage of square footage that is attributable to sole benefit and common areas of Chicago Union Station multiplied by the Metra Commuter Service's portion of a usage metric that represents an equal weighting of

ridership (measured by passenger on-off counts) and train movements. Station Operations and Maintenance expenses include without limitation the costs of station cleaning, trash removal, utilities such as electric power, and the cost of necessary station maintenance. Amtrak further refers Metra to the June 4, 2019 Proposed Agreement and the back-up material provided to Quandel, Metra's agent, in connection with that proposal for the exact calculation.

INTERROGATORY NO. 56:

Identify by what Statutory Factors "Police," as that term is used in the Proposed Agreement, should be allocated to Metra.

RESPONSE TO INTERROGATORY NO. 56:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 56 as follows: The statutory factors Amtrak uses to allocate Police costs are the proportionate number of trains operated by Amtrak and Metra and the proportionate number of Amtrak and Metra passengers at Chicago Union Station. Amtrak contends that Metra's proportionate share of Police costs be represented by a metric that represents an equal weighting of ridership (measured by passenger on-off counts) and train movements.

INTERROGATORY NO. 57:

Describe how the Statutory Factors as included in your response to Interrogatory Number 56, were used to calculate "Police" under Section 12 "Compensation" of the Proposed Agreement.

RESPONSE TO INTERROGATORY NO. 57:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 57 as follows: The Statutory Factors in Interrogatory No. 56 were used by Amtrak to calculate the Police sums under Section 12 "Compensation" of the Proposed Agreement. Amtrak uses an average of the proportionate number of trains and the proportionate number of passengers. Specifically, Metra's proportionate share of Police costs is the sum of the costs attributable to providing police patrols that protect the station, platforms, yards and station facilities and respond to incidents at Chicago Union Station multiplied by the Metra Commuter Service's portion of a usage metric that represents an equal weighting of ridership (measured by passenger on-off counts) and train movements. Amtrak further refers Metra to the June 4, 2019 Proposed Agreement and the back-up material provided to Quandel, Metra's agent, in connection with that proposal for the exact calculation.

INTERROGATORY NO. 58:

Identify by what Statutory Factors "Dispatching," as that term is used in the Proposed Agreement, should be allocated to Metra.

RESPONSE TO INTERROGATORY NO. 58:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 58 as follows: The statutory factor Amtrak uses to allocate Dispatching costs is the proportionate number of trains operated by Amtrak and Metra. Specifically, Amtrak contends that Metra's proportionate share of Dispatching costs should be represented by the Metra Commuter Service's portion of the number of train movements over the Chicago Union Station shared-use territory as a percentage of the total number of train movements over the shared use territory by all operators.

INTERROGATORY NO. 59:

Describe how the Statutory Factors as included in your response to Interrogatory Number 58, were used to calculate "Dispatching" under Section 12 "Compensation" of the Proposed Agreement.

RESPONSE TO INTERROGATORY NO. 59:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 59 as follows: The statutory factor in Interrogatory No. 58 was used by Amtrak to calculate the Dispatching sums under Section 12 "Compensation" of the Proposed Agreement. Specifically, Metra's proportionate share of Dispatching costs is the sum of the costs attributable to providing dispatch services necessary to safely direct trains over the Chicago Union Station shared-use territory, divided by the number of train movements over the Chicago Union Station shared-use territory by all operators, multiplied by the Metra Commuter Service's portion of the number of train movements over the Chicago Union Station shared-use territory. In addition, the dispatching services Category Cost includes the Category Cost associated with the maintenance of the dispatching center and the allocated share of janitorial expenses based on the percentage of square footage attributable to the dispatching center to the total square footage associated with Chicago Union Station janitorial services.

INTERROGATORY NO. 60:

State whether it is Amtrak's contention that a "Joint Benefit Project" for which Amtrak receives funding from a source other than its annual federal appropriation to the National Network account described in 49 U.S.C. § 24317 (c)(2)(A) results in a reduction in Statutory costs incurred for transportation provided for the benefit of Metra at Chicago Union Station.

RESPONSE TO INTERROGATORY NO. 60:

Amtrak incorporates its General Objections. Amtrak further objects that Interrogatory No. 60 is ambiguous and partially undecipherable, in part because "Joint Benefit Project" is overbroad and undefined.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 60 as follows: Yes.

INTERROGATORY NO. 61:

In applying any of the foregoing Factors, identify whether Amtrak has allocated, reduced, or otherwise accounted for use by the General Public in calculating the Compensation under Section 12.

RESPONSE TO INTERROGATORY NO. 61:

Amtrak incorporates its General Objections. Amtrak objects that Interrogatory No. 61 is vague and ambiguous because it does not specify to which proposed categories of compensation in Section 12 the question applies.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 61 as follows: Amtrak's allocation to Metra of common benefit Chicago Union Station related costs does not include factors or other statistics related to use by the General Public.

Dated: November 25, 2019

Verified by: _____
Name: Christine Suchy
Title: Director, Business Development, National Network

National Railroad Passenger Corporation (Amtrak)

State of _____,

County of _____,

SS:

_____, being duly sworn, deposes and says that she has read the foregoing statement, knows the facts asserted there are true, and that the same are true as stated.

Subscribed and sworn to before me this _____ day of November 2019.

Signed: _____

Notary Public of _____

My Commission expires _____

Dated: November 25, 2019

/s/*Neil K. Gilman*

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CERTIFICATE OF SERVICE

I hereby certify that I have this day, November 25, 2019, caused copies of the foregoing to be served by electronic mail on:

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Counsel for Metra

/s/*Perie Reiko Koyama*
Perie Reiko Koyama

BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36332

PETITION BY THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) FOR PROCEEDINGS UNDER 49 U.S.C. § 24903(c)(2)

AMTRAK'S RESPONSE TO METRA'S THIRD SET OF INTERROGATORIES

Pursuant to 49 C.F.R. § 1114.26 and the Board's Procedural Schedule in this matter, Amtrak submits these responses to the Third Set of Interrogatories of the Commuter Rail Division of the Regional Transportation Authority and Northeast Illinois Regional Commuter Railroad Corporation (Metra).

GENERAL OBJECTIONS

1. Amtrak objects to the Definitions and Instructions to the extent that such Definitions and Instructions exceed the scope of the Surface Transportation Board's discovery rules, *see* 49 CFR §§ 1114.21–1114.31 and purport to impose on Amtrak undue burden and expense or raise issues untimely or inappropriate to the proceeding.

2. Amtrak objects to the number of Interrogatories (29 in the Third Set) as imposing an undue burden on Amtrak, particularly where Amtrak has already responded to 89 Interrogatories and 41 Requests for Production from Metra. Metra has now served nearly 120 Interrogatories and 60 Requests for Production in this case. The volume of discovery sought is not proportionate to the needs of the case.

3. Amtrak objects to the Interrogatories to the extent the Interrogatories purport to require disclosure of information that was prepared in anticipation of litigation, constitutes attorney work product, reveals attorney-client communications, or is otherwise protected from disclosure under applicable privileges laws, or rules. In responding to these Interrogatories,

Amtrak does not intend to waive, and shall not be construed as having waived, any privilege or protection, including but not limited to, the attorney-client, consultant, and work product privileges.

4. Amtrak objects to the Interrogatories to the extent that they are vague, ambiguous, overly broad, unduly burdensome, or seek "all" documents relating to a particular subject matter, since it is not feasible to respond to such requests.

5. Amtrak objects to the Interrogatories to the extent that they seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

6. Amtrak objects to the Interrogatories to the extent that they purport to require Amtrak to reach a legal conclusion about any document, thing, or event, particularly at the present stage of the litigation.

7. Amtrak objects to the Interrogatories to the extent the answers may be derived or ascertained from Amtrak's business records, and the burden of deriving or ascertaining the answer is substantially the same for Metra as it is for Amtrak. *See* 49 C.F.R. § 1114.26.

8. Amtrak objects to the Definition of "Amtrak," "you," "yourself," and "petitioner" to the extent that it includes nonparties, and further to the extent it purports to require Amtrak to provide information regardless of whether such information is in Amtrak's possession, custody or control.

9. Amtrak objects to the Definition of "identify" or "describe" as used with respect to documents or communications for being overly broad, unduly burdensome and seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Amtrak's identification of documents, communications or other information in response to any Interrogatories will provide only such information that is

reasonable. To the extent Metra has specific and reasonable follow up questions, Amtrak will work with Metra to provide responses.

INTERROGATORIES

INTERROGATORY NO. 90:

Identify and describe the process used to develop the square footage schedule included in the cost model worksheet, Amtrak Bates No. 5283 on tab 'Saptial Analysis Data;' all calculations made in support thereof, and identify all persons with knowledge of the processes used and calculations made to produce the document.

RESPONSE TO INTERROGATORY NO. 90:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 90 as follows: Amtrak developed the referenced square footage schedule by referencing station maps. While Amtrak has produced station maps previously, it will produce additional maps. Amtrak further notes that the square footage schedule and its allocation continues to be refined, including through discussions with Metra. Nancy Miller is the primary person with knowledge of this process.

INTERROGATORY NO. 91:

Describe the formula, logic, principle, or rationale supporting the allocation of areas and square footage within CUS on the "Saptial Analysis" tab in Amtrak Bates No. 5283. Please identify all persons with knowledge regarding how the areas and square footage were allocated, and how monetary values for each area were allocated.

RESPONSE TO INTERROGATORY NO. 91:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 91 as follows: Amtrak interprets "allocation of areas" to refer to the "Allocator Group" column on the referenced spreadsheet. The overriding principle for determining the Allocator Group is how the space is primarily used. Nancy Miller and Christine Suchy are the primary individuals with knowledge.

INTERROGATORY NO. 92:

Identify which, if any, of the costs shown on tab "MOW Cost Allocation" in Columns C and D of Amtrak Bates No. 5283 include depreciation or capital costs. If any, identify the value of such depreciation or capital costs, describe the manner or calculations by which such values on the MOW Cost Allocation tab were determined, and identify each distinct entry or value that was factored to produce the values on the MOW Cost Allocation tab.

RESPONSE TO INTERROGATORY NO. 92:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 92 as follows: The referenced tab of the referenced spreadsheet does not include depreciation or capital costs.

INTERROGATORY NO. 93:

Identify what WBS Element or Cost Centers were used to produce the values for each row in rows 6-10 on the 'Summary-Operating' tab in Amtrak Bates No. 5283; describe how the value of each row was calculated, and identify each distinct entry or value that was factored to produce the values in rows 6-10.

RESPONSE TO INTERROGATORY NO. 93:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 93 as follows: The remainder of Amtrak Bates No. 5283 contains back-up information for each of the listed items. Those back-up tabs show the calculations for rows 6-9 on the "Summary-Operating" tab. Row 10 was calculated by adding rows 6-9.

INTERROGATORY NO. 94:

Identify what WBS Element or Cost Centers were used to produce the values in rows 6-10 of the "Summary-Capital" tab in file Amtrak Bates No. 5283; describe how the value of each row was calculated; and identify any relationship to either Tier 1 or Tier 2 Recapitalization Program Costs identified in the Access Agreement.

RESPONSE TO INTERROGATORY NO. 94:

Amtrak incorporates its General Objections. Amtrak further objects to this Interrogatory as seeking irrelevant information and therefore overly burdensome. The Summary-Capital tab addresses an early capital proposal by Amtrak that Metra knows has long been superseded and does not have any relationship to either Tier 1 or Tier 2 Recapitalization Program Costs identified in Amtrak's proposal.

Notwithstanding its objections, the Summary-Capital tab is based on the Capital-Common and Capital-Projected tabs. Amtrak further refers Metra to Amtrak Bates No. 233.

INTERROGATORY NO. 95:

Identify whether any portion of the Depreciation value in row 6 of the "Summary-Capital" tab arises from assets for which Metra has paid a portion or all of the purchase price, and if so, identify those assets and where they are listed in Amtrak Bates Nos. 233, 294, or 907, the corresponding depreciation values that were included in row 6, and describe the calculations used to arrive at the row 6 sum.

RESPONSE TO INTERROGATORY NO. 95:

Amtrak incorporates its General Objections. Amtrak further objects to this Interrogatory as seeking irrelevant information and therefore overly burdensome. The Summary-Capital tab addresses an early capital proposal by Amtrak that Metra knows has long been superseded and does not have any relationship to either Tier 1 or Tier 2 Recapitalization Program Costs identified in Amtrak's proposal.

Notwithstanding its objections, Amtrak refers Metra to Amtrak Bates No. 233, which identifies assets for which Metra has paid a portion or all of the purchase price and provides depreciation values for each asset.

INTERROGATORY NO. 96:

Identify whether any portion of the sum in Amtrak Bates No. 5283 on the "Summary-Capital" tab, line 9, of the Projected-FY 2018 sum is derived or based on replacement of assets described in Amtrak Bates Nos. 233, 284, 294 and 907 and if so, which assets in Nos. 233, 284 294, and 907 and corresponding values were included in the Projected-FY 2018 sum, and describe the calculations used to arrive at the sum.

RESPONSE TO INTERROGATORY NO. 96:

Amtrak incorporates its General Objections. Amtrak further objects to this Interrogatory as seeking irrelevant information and therefore overly burdensome. The Summary-Capital tab addresses an early capital proposal by Amtrak that Metra knows has long been superseded and does not have any relationship to either Tier 1 or Tier 2 Recapitalization Program Costs identified in Amtrak's proposal.

Notwithstanding its objections, line 9 of the Summary-Capital tab is derived from the Capital-Projected tab which identifies the relevant WBS elements.

INTERROGATORY NO. 97:

Explain whether any portion of the sum(s) in Amtrak Bates No. 5283 on the "Summary-Capital" tab labeled as Projected-FY 2018 in row or in Amtrak Bates Nos. 5998-5999 were addressed or included in Amtrak Bates Nos. 5287 through 5492 and if so, where the sums were included in 5287 through 5492.

RESPONSE TO INTERROGATORY NO. 97:

Amtrak incorporates its General Objections. Amtrak further objects to this request as seeking irrelevant information.

Notwithstanding its objections, Amtrak states that while the projects listed in the Capital-Projected tab may have been mentioned in Amtrak Bates Nos. 5287–5492, the amounts would likely not be comparable.

INTERROGATORY NO. 98:

Explain why 'Spatial-Janitorial' is a separate allocation calculation in the Cost Model contained in file Amtrak Bates No. 5283, and how it is represented in the Access Agreement.

RESPONSE TO INTERROGATORY NO. 98:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 98 as follows: Amtrak conducted a separate calculation for janitorial expense based on the contract for janitorial services that identifies areas of Chicago Union Station for purposes of that contract. Janitorial services are part of station operations and maintenance costs.

INTERROGATORY NO. 99:

For each area in Amtrak Bates No. 179 that corresponds to color-coding in beige or purple areas in Amtrak Bates Nos. 180-183, or for which Amtrak otherwise claims a cost is

incurred for the benefit of Metra, describe the manner in which the area is used and the annual hours the area is used.

RESPONSE TO INTERROGATORY NO. 99:

Amtrak incorporates its General Objections. Amtrak further objects to this interrogatory as overly broad and unduly burdensome to the extent it requests that Amtrak specifically categorize numerous separate areas. Amtrak further objects on the ground that Amtrak Bates No. 179–83 was not used for any calculations. Amtrak further objects on the ground that Amtrak and Metra have continued to discuss the proper allocation of and space up to and through a recent (January 2020) walk-through of Chicago Union Station at which agreement was reached as to specific areas of Chicago Union Station.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 99 as follows: The purple areas are used exclusively by Metra and include the Metra crew locker and quiet rooms (basement) and ticketing areas (concourse). The yellow (or beige as stated in the Interrogatory) areas are those used by both Amtrak and Metra. These include areas utilized by Amtrak and Metra passengers (concourse, mezzanine and street level) and storage and mechanical rooms (basement level).

INTERROGATORY NO. 100:

Identify all other persons—other than the General Public, Amtrak, and Metra—Amtrak permits to use CUS.

RESPONSE TO INTERROGATORY NO. 100:

Amtrak incorporates its General Objections. Amtrak further objects to this as vague, ambiguous and unintelligible. Amtrak will meet and confer with Metra and provide a response or objections once it understands what information Metra is seeking.

INTERROGATORY NO. 101:

Please identify which, if any, of the costs shown on tab "MOW Cost Allocation" of Amtrak Bates No. 5283 include capital costs.

RESPONSE TO INTERROGATORY NO. 101:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 101 as follows: Interrogatory No. 101 is duplicative of Interrogatory No. 92. Amtrak therefore refers Metra to its response to Interrogatory No. 92.

INTERROGATORY NO. 102:

Does Amtrak provide "key card" or other, similar access controls to areas of CUS restricted to Metra or Amtrak employees. If so, identify whether Amtrak tracks or records each time access is granted via keycard and the number of times annually access is granted to keycards within (1) Amtrak's possession; (2) Metra's possession; and (3) a third party's possession; for each restricted area.

RESPONSE TO INTERROGATORY NO. 102:

Amtrak incorporates its General Objections. Amtrak further objects to this Interrogatory as vague and ambiguous in that it lumps together all restricted areas and it is unclear whether Metra is asking, for example, how often Metra employees access Metra restricted areas.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 102 as follows: Key cards are provided to Amtrak employees for the Amtrak restricted areas and to Metra employees for the Metra restricted areas. Third parties are not provided with key cards to access these areas.

INTERROGATORY NO. 103:

Identify each person who contributed to, supported, or otherwise performed calculations or tasks in support of the creation of Amtrak Bates No. 5990 and 5991.

RESPONSE TO INTERROGATORY NO. 103:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 103 as follows: Nancy Miller was responsible for Amtrak Bates No. 5990 and 5991.

INTERROGATORY NO. 104:

Describe the calculations, "adjustments" (as identified in Amtrak Bates No. 5990) and bases therefore for each calculation undertaken to generate the figures in Columns B-L of Amtrak Bates No. 5990.

RESPONSE TO INTERROGATORY NO. 104:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 104 as follows: Amtrak Bates No. 5990 is a summary spreadsheet representing Amtrak's March 2019 proposal with subsequent downward adjustments based on input from Metra. Those adjustments are described in the "Notes" column and the new amounts after the adjustments are included in the "Totals After Adjustment" tab. Back-up information for Amtrak Bates No. 5990 is included, among other places, in Amtrak Bates No. 5991.

INTERROGATORY NO. 105:

Describe the substance of the "Moody's Rate" in Amtrak Bates No. 5990 and the rationale for application to the calculations described in Interrogatory No. 106.

RESPONSE TO INTERROGATORY NO. 105:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 105 as follows: The Moody's rate is a forward looking inflation estimate designed to bring the average of 2016 and 2017 costs to 2020 price levels.

INTERROGATORY NO. 106:

Identify whether Amtrak will seek to have the Surface Transportation Board prescribe specific dollar figures or base compensation values in this proceeding, or whether Amtrak will instead seek to have the STB impose only standards, methodologies, or similar qualitative principles for cost allocation.

RESPONSE TO INTERROGATORY NO. 106:

Amtrak incorporates its General Objections. Amtrak further objects to the extent that this Interrogatory is premature and requires Amtrak to provide its attorney work product to Metra.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 106 as follows: While Amtrak has not finally determined precisely what it will request from the STB or whether it will ultimately seek relief in the alternative, Amtrak's current view is that the STB should prescribe an agreement along the lines contained in Amtrak's June 4, 2019 proposal. That proposal included specific amounts and terms for Metra's continued use of Chicago Union Station.

INTERROGATORY NO. 107:

Describe the manner in which the sums, figures, and values expressed in Amtrak Bates No. 234 were either derived from, exported, or selected from any broader data sets of WBS

Elements or Cost Centers and the logic, principle, or rationale for the inclusion of each value, and identify each person who participated in the production of Amtrak Bates No. 234.

RESPONSE TO INTERROGATORY NO. 107:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 107 as follows: The information included in Amtrak Bates No. 234 was derived from Amtrak's general ledger system. Amtrak selected a subset of data related to Chicago Union Station. Nancy Miller was responsible for the creation of Amtrak Bates No. 234.

INTERROGATORY NO. 108:

Describe how Amtrak's proposed methodologies would allocate each cost in Amtrak Bates No. 234 as exclusively Amtrak's, exclusively Metra's, or shared by both, and the logic, principle, or rationale for allocation of each value, and identify those persons who would supervise or implement such allocations.

RESPONSE TO INTERROGATORY NO. 108:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 108 as follows: The proposal Amtrak has made is its June 4, 2019 proposal. That proposal, which was based on 2016 and 2017 information, would not require the allocation of each row in Amtrak Bates No. 234 in the manner apparently contemplated by Metra. Amtrak further directs Metra to Exhibit D of its June 4, 2019 proposal.

INTERROGATORY NO. 109:

Describe the manner in which the sums, figures, and values expressed in Amtrak Bates No. 5283 were either derived from, exported, or selected from any broader data sets of "WBS

elements; ” “Cost Center;” or “Object;” the logic, principle, rationale and calculations supporting the inclusion and generation of each value; and identify each person who participated in the production of Amtrak Bates No. 5283.

RESPONSE TO INTERROGATORY NO. 109:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 109 as follows: The information included in Amtrak Bates No. 5283 was derived from Amtrak’s general ledger system. Amtrak selected a subset of data related to Chicago Union Station. Nancy Miller was responsible for the creation of Amtrak Bates No. 5283.

INTERROGATORY NO. 110:

Identify whether Amtrak specifically records, accounts, or tracks via WBS Element, Cost Center, or other designation or entry into its books or records, costs that Amtrak believes are incurred for the benefit of Metra and identify the logic, principle, and rationale, and persons responsible for, making such a designation. Identify whether such a designation or entry is made at time of entry into the books or records, or afterwards.

RESPONSE TO INTERROGATORY NO. 110:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 110 as follows: Amtrak does not specifically record, account, or track via WBS Element, Cost Center, or other designation or entry into its books or records, costs that Amtrak believes are incurred for the benefit of Metra.

INTERROGATORY NO. 111:

Identify the Chicago Union Station Company officers and directors immediately prior to dissolution.

RESPONSE TO INTERROGATORY NO. 111:

Amtrak incorporates its General Objections. Amtrak further objects to this Interrogatory as seeking irrelevant information.

INTERROGATORY NO. 112:

State whether Amtrak prohibits, or otherwise restricts, Amtrak personnel from using the Metra crew locker and Metra quiet rooms referred to in Amtrak's response to Interrogatory No. 2. If Amtrak restricts usage of either space, explain how Amtrak enforces such restrictions.

RESPONSE TO INTERROGATORY NO. 112:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 112 as follows: Metra crew locker and quiet rooms are accessible only by key cards provided to Metra employees (plus Amtrak police for police purposes and Amtrak engineering staff for engineering and maintenance purposes). Amtrak employee key cards do not provide access to these areas.

INTERROGATORY NO. 113:

Identify all persons (corporate or natural) whose services are displayed on the Passenger Information Display monitors at Chicago Union Station.

RESPONSE TO INTERROGATORY NO. 113:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 113 as follows: Passenger Information Display monitors at Chicago Union Station include information for Amtrak, Metra, Greyhound and Coach USA.

INTERROGATORY NO. 114:

State whether the "cost categories" referenced in the last sentence of Amtrak's Response to Interrogatory No. 25 are coextensive with costs Amtrak contends are allocable in whole or in part to Metra. To the extent only certain costs within these categories are allocable, explain how Amtrak selected these costs in calculating the sums in the Proposed Agreement, and how Amtrak proposes to allocate these costs in the future.

RESPONSE TO INTERROGATORY NO. 114:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 114 as follows: Amtrak has previously provided this information to Metra. Amtrak directs Metra to the email from Neil Gilman to Bradon Smith dated December 9, 2019. Amtrak further states that it seeks to allocate to Metra costs incurred for the sole or common benefit of Metra. Responding further, Amtrak refers Metra to its June 2019 proposal.

INTERROGATORY NO. 115:

Identify all sums Amtrak received in 2016, 2017, 2018, 2019, or for which Amtrak has budgeted to receive in 2020, other than by deposit into the accounts identified in 49 U.S.C. § 2431 that Amtrak has, or will, expend in support of Chicago Union Station, and identify the purposes of such expenditures.

RESPONSE TO INTERROGATORY NO. 115:

Amtrak incorporates its General Objections. Amtrak further objects because the referenced statute, 49 U.S.C. § 2431, does not exist. Amtrak further objects to this Interrogatory as overbroad, unduly burdensome and not answerable as written. Amtrak receives money from numerous sources, such as fare revenue, contracts, leases and many others. Money is fungible, and therefore money from all these sources can arguably be said to have been spent in support of Chicago Union Station. Metra is aware of the costs incurred by Amtrak in support of Chicago Union. It is not possible for Amtrak to trace the money spent for these costs to its original source.

INTERROGATORY NO. 116:

Because Amtrak does not identify non-track assets relative to a "State of Good Repair," identify whether Amtrak believes such a classification is unnecessary in light of 49 U.S.C. § 24102 (12) and Amtrak Bates No. 279.

RESPONSE TO INTERROGATORY NO. 116:

Amtrak incorporates its General Objections. Amtrak objects to this Interrogatory as vague, ambiguous and seeking irrelevant information. Amtrak further objects to this Interrogatory as unintelligible in that "unnecessary" in context does not explain for what purpose or for what period of time. Amtrak will meet and confer with Metra to determine the meaning of this Interrogatory and will provide a response based on a further explanation and subject to appropriate objections.

INTERROGATORY NO. 117:

Describe the relationship between WBS element and Cost Center element such that, read together, they identify "whether the employee is working at Chicago Union Station" consistent with Amtrak's answer to Interrogatory No. 51.

RESPONSE TO INTERROGATORY NO. 117:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 117 as follows: The WBS element is a "bucket" where all the activities belonging to a specific project are captured. The Cost Center is a specific department within Amtrak. Labor and other expenses coded to a WBS element are identified by cost centers that reflect the specific department that incurred costs to execute the project. The WBS element is the primary indicator of whether the employee was working at Chicago Union Station.

INTERROGATORY NO. 118:

Identify whether the costs of the assets in the SOGR tab calculations of Amtrak Bates Nos. 1 and 294 are supported or otherwise derived from the 2017 Amtrak Asset Management Plan and explain how the 2017 Amtrak Asset Management Plan was incorporated into the calculations, or otherwise explain the reason for any departure.

RESPONSE TO INTERROGATORY NO. 118:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 118 as follows: As indicated in the footnote in Amtrak Bates Nos. 1 and 294, the costs of the assets in the SOGR tab calculations were derived from the 2017 Amtrak Asset Management Plan.

INTERROGATORY NO. 119:

Describe all calculations undertaken in support of the 10-year cost of good repair factors described on row 7 of the "Summary" tabs of Amtrak Bates No. 1 and 294.

RESPONSE TO INTERROGATORY NO. 119:

Amtrak incorporates its General Objections.

Notwithstanding its objections, Amtrak responds to Interrogatory No. 119 as follows: No calculations were undertaken in support of the utilization of a 10-year cost of good repair factor. The 10-year period was based on the fact that Amtrak's proposal was for a 10-year contract.

Dated: January 28, 2020

/s/*Neil K. Gilman*

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CERTIFICATE OF SERVICE

I hereby certify that I have this day, January 28, 2020, caused copies of the foregoing to be served by electronic mail on:

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BEFORE THE
SURFACE TRANSPORTATION BOARD

STB Docket No. FD 36332

PETITION BY THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) FOR PROCEEDINGS UNDER 49 U.S.C. § 24903(c)(2)

AMTRAK'S RESPONSES TO METRA'S FIRST SET OF REQUESTS TO ADMIT

Pursuant to 49 C.F.R. § 1114.27 and the Board's Procedural Schedule in this matter, Amtrak submits these responses to the First Set of Requests to Admit of the Commuter Rail Division of the Regional Transportation Authority and Northeast Illinois Regional Commuter Railroad Corporation (Metra) served on November 8, 2019.

GENERAL OBJECTIONS

1. Amtrak objects to the Definitions and Instructions to the extent that such Definitions and Instructions exceed the scope of the Surface Transportation Board's discovery rules, *see* 49 CFR §§ 1114.21–1114.31, purport to impose on Amtrak undue burden and expense, raise issues untimely or inappropriate to the proceeding, or seek to change the meaning of commonly-used words.

2. Amtrak objects to the Requests to the extent the Requests purport to require disclosure of information that was prepared in anticipation of litigation, constitutes attorney work product, reveals attorney-client communications, or is otherwise protected from disclosure under applicable privileges laws, rules or agreement of the Parties. In responding to these Requests, Amtrak does not intend to waive, and shall not be construed as having waived, any privilege or protection, including but not limited to, the attorney-client, consultant, and work product privileges.

3. Amtrak objects to the Requests to the extent that they are vague, ambiguous, overly broad, unduly burdensome, or oppressive.

4. Amtrak objects to the Time Period included in Metra's Instructions as seeking information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, since Metra's Requests seek information from January 1, 1984 to present unless otherwise specified. Amtrak further objects that it would be unduly burdensome to require Amtrak to respond going back many years. As discussed and agreed by the Parties, Amtrak will be responding based on more recent information. To the extent that Metra believes Amtrak's responses are insufficient for purposes of this case, Amtrak and Metra have agreed to meet and confer, and Amtrak has agreed that it will consider reasonable and specific requests for further information.

5. Amtrak objects to the Requests to the extent that they seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

6. Amtrak objects to the Requests to the extent that they purport to require Amtrak to reach a legal conclusion about any document, thing, or event, particularly at the present stage of the litigation.

7. Amtrak objects to the Definition of "Amtrak," "you," "yourself," and "petitioner" to the extent that it includes nonparties, and further to the extent it purports to require Amtrak to provide information regardless of whether such information is in Amtrak's possession, custody or control.

8. Amtrak objects to the Definition of "Capital Improvements" to the extent it incorporates Illinois common law and limits real estate improvements to those "planned, suggested, recommended, or desired by Amtrak" or "not in existence at Chicago Union Station."

9. Amtrak objects to Metra's use of the term "transportation," as that term is undefined in 49 U.S.C. § 24903 and is not defined by Metra.

REQUESTS TO ADMIT & RESPONSES

REQUEST NO. 1:

Admit that Chicago Union Station is subject to the jurisdiction of the United States Surface Transportation Board.

RESPONSE TO REQUEST NO. 1:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak objects to this request because it calls for a legal conclusion about the Surface Transportation Board's jurisdiction that Amtrak can neither admit nor deny. Amtrak further states that it has asserted in the Petition that the Surface Transportation Board has jurisdiction over its Petition pursuant to 49 U.S.C. § 24903, and that Amtrak believes this to be correct.

REQUEST NO. 2:

Admit that costs Amtrak seeks to recoup in Docket No. 36332 can be classified as either Maintenance of Way, Dispatch, Police, Station Operations and Maintenance, or Recapitalization, as Amtrak uses those terms in the Proposed Agreement.

RESPONSE TO REQUEST NO. 2:

Amtrak incorporates its General Objections. Amtrak further objects to this request as vague and ambiguous in that it is unclear whether Metra is asking whether all costs can be classified in one of the listed categories. Amtrak further objects to the term "recoup" because this proceeding involves the allocation of costs. Interpreting the request as asking whether all costs can be classified in one of the listed categories, and notwithstanding its objections, Amtrak responds to Request No. 2 as follows: Denied. While many of the costs Amtrak seeks in its

Petition can be classified as Maintenance of Way, Dispatch, Stations Operation and Maintenance, or Recapitalization, other costs, such as ground power and potential new capital projects, are not so classified. The full range of costs Amtrak seeks are included in Amtrak's June 4, 2019 proposed agreement.

REQUEST NO. 3:

Admit that Amtrak provides no transportation at Chicago Union Station for the sole benefit of Metra.

RESPONSE TO REQUEST NO. 3:

Amtrak incorporates its General Objections. Amtrak further objects to the term "transportation" as undefined. For purposes of this request only, Amtrak interprets transportation broadly to mean all Amtrak activities at Chicago Union Station. Notwithstanding its objections, Amtrak responds to Request No. 3 as follows: Admitted.

REQUEST NO. 4:

Admit that Amtrak incurs costs at Chicago Union Station not related to providing transportation.

RESPONSE TO REQUEST NO. 4:

Amtrak incorporates its General Objections. Amtrak further objects to the term "transportation" as undefined. For purposes of this request only, Amtrak interprets transportation broadly to mean all Amtrak activities at Chicago Union Station. Notwithstanding its objections, Amtrak responds to Request No. 4 as follows: Admitted.

REQUEST NO. 5:

Admit that Amtrak receives monies, credits, payments, and valuable consideration from third parties as result of third-party Property Interests at or in the premises of Chicago Union

Station.

RESPONSE TO REQUEST NO. 5:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 5 as follows: Admitted.

REQUEST NO. 6:

Admit that grants, monies, credits, or payments received by Amtrak for the express purpose of defraying Recapitalization or costs of transportation (excluding those received from Property Interests held by third parties and annual federal appropriation to the National Network account described in 49 U.S.C. § 24317 (c)(2)(A)) entitle Metra to a proportional credit against the cost of transportation Amtrak provides.

RESPONSE TO REQUEST NO. 6:

Amtrak objects to this request as vague, ambiguous and seeking a legal conclusion. Amtrak further objects on the ground that the reference to "entitled" is unclear and ambiguous. Based on these objections, Amtrak can neither admit nor deny this request.

REQUEST NO. 8: [AMTRAK HAS FOLLOWED THE NON-SEQUENTIAL NUMBERING FROM METRA'S REQUEST]

Admit that not every Occupational Position incurring a cost of transportation solely:

(a) supports;
(b) serves; or
(c) devotes efforts;

to Chicago Union Station.

RESPONSE TO REQUEST NO. 8:

Amtrak incorporates its General Objections. Amtrak incorporates its General Objections. Amtrak further objects to the phrase "cost of transportation" as undefined. For purposes of this request only, Amtrak interprets "cost of transportation" to mean a cost that Amtrak seeks to

allocate in part to Metra. Notwithstanding its objections, Amtrak responds to Request No. 8 as follows: Admitted.

REQUEST NO. 7:

Admit that Amtrak has access to, and can use, every track and platform at Chicago Union Station for its own trains and passengers.

RESPONSE TO REQUEST NO. 7:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 7 as follows: Admitted.

REQUEST NO. 8:

Admit that Chicago Union Station does not include railroad right of way and supporting assets south of Roosevelt Road, and that use of these assets is the subject of a separate agreement between Metra and Amtrak.

RESPONSE TO REQUEST NO. 8:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 8 as follows: Admitted.

REQUEST NO. 9:

Admit that Amtrak is the majority user (as used by Amtrak in Exhibit A to Metra's First Interrogatories) of the "Great Hall," as the term is used by Amtrak in its First Interrogatories.

RESPONSE TO REQUEST NO. 9:

Amtrak objects to this request as vague and ambiguous in that it does not define "majority user". The number of Metra passengers using Chicago Union Station each day is significantly larger (approximately 14 times) than the number of Amtrak passengers. Thus, it is likely that more Metra passengers than Amtrak passenger pass through (*i.e.*, "use") the Great

Hall. To the extent that is the definition Metra is using for "majority user," Amtrak's response to Request No. 9 is as follows: Denied. To the extent Metra is using a different definition, Amtrak can neither admit nor deny this request because it is unaware of the definition Metra is using.

REQUEST NO. 10:

Admit that Amtrak rents the Great Hall for private event use and that, in doing so, Amtrak generates income from such rentals.

RESPONSE TO REQUEST NO. 10:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 10 as follows: Admitted.

REQUEST NO. 11:

Admit that Amtrak could permit Metra passengers to receive transportation, including access to train arrivals and departures, even if Metra or its passengers were not permitted access to the Great Hall.

RESPONSE TO REQUEST NO. 11:

Amtrak incorporates its General Objections. Amtrak objects to term "permit," as Amtrak cannot permit or refuse access to Metra trains. Amtrak further objects to the term "transportation" as undefined. For purposes of this request only, based on the context of the question, Amtrak interprets transportation to mean actually using a Metra train. Notwithstanding its objections, Amtrak responds to Request No. 11 as follows: Amtrak admits that Metra passengers can access and board Metra trains without having access to the Great Hall, and that Metra passengers can arrive at Chicago Union Station, get off a train and leave the station without accessing the Great Hall.

REQUEST NO. 12:

Admit that Amtrak self-insures or uses a captive insurer for its Liability, as defined by Amtrak in its First Interrogatories.

RESPONSE TO REQUEST NO. 12:

Amtrak incorporates its General Objections. Amtrak objects to this request as vague and ambiguous in that it is unclear whether Metra is asking if Amtrak solely self-insures or uses a captive insurer. To the extent Metra is asking whether Amtrak solely self-insures or uses a captive insurer, Amtrak's response to Request No. 12 is as follows: Denied. Amtrak self-insures, uses a captive insurer, and insures with non-captive insurers.

REQUEST NO. 13:

Admit that requiring Metra to pay, indemnify, or otherwise be responsible for any liability share other than on the basis of the common or statutory law of Illinois is a cross-subsidization under 49 U.S.C. § 24903 (c)(2).

RESPONSE TO REQUEST NO. 13:

Amtrak incorporates its General Objections. Amtrak objects to this request as vague, ambiguous, unintelligible, and seeking a legal conclusion. Notwithstanding its objections, Amtrak responds to Request No. 13 as follows: Denied.

REQUEST NO. 14:

Admit that the Statute authorizes the STB to prescribe compensation, and that it does not direct the STB to set the "terms" of Metra's access.

RESPONSE TO REQUEST NO. 14:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to request No. 14 as follows: Denied. For further information, Amtrak refers Metra to its Response to Interrogatory No. 17.

REQUEST NO. 15:

Admit that, on March 27, 2017, an Amtrak train derailed on the north side of Chicago Union Station, and that Amtrak incurred costs resulting from that event separate and apart from the costs Amtrak would have incurred that day without the derailment.

RESPONSE TO REQUEST NO. 15:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 15 as follows: Admitted.

REQUEST NO. 16:

Admit that "Recapitalization" as used in the Proposed Agreement includes Capital Improvements as defined herein.

RESPONSE TO REQUEST NO. 16:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 16 as follows: Denied. For further information, Amtrak refers Metra to its Response to Interrogatory No. 24.

REQUEST NO. 17:

Admit that the following assets of Chicago Union Station, as used in Amtrak's First Interrogatories, are in a State of Good Repair:

(a) tracks;
(b) switches;
(c) interlocking;
(d) signals;

(e) platforms;
(f) systems;
(g) station concourse.

RESPONSE TO REQUEST NO. 17

Amtrak incorporates its General Objections. Amtrak further objects to this request as vague and ambiguous. To the extent that Metra's is asking Amtrak to admit that all of the listed assets are in a State of Good Repair, Amtrak responds to Request No. 17 as follows: Denied. For further information, Amtrak refers Metra to Amtrak0000294 and Amtrak's Response to Interrogatory No. 33.

REQUEST NO. 18:

Admit that Metra should be credited or otherwise excused from any depreciation cost, charge, discount, or other sum proportional to Metra's funding of Amtrak's acquisition of assets (e.g., a 10% contribution to the purchase price results in a 10% reduction in any applicable depreciation charge).

RESPONSE TO REQUEST NO. 18:

Amtrak incorporates its General Objections. Amtrak objects to this request as vague, ambiguous, and seeking a legal conclusion. Amtrak further objects on the ground that the reference to "should be" is unclear and ambiguous. Based on these objections, Amtrak can neither admit nor deny this request.

REQUEST NO. 19:

Admit that Amtrak police personnel are dispatched or assigned to each platform to monitor each arriving and departing train from the applicable arrival or departure platform at Chicago Union Station.

RESPONSE TO REQUEST NO. 19:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 19 as follows: Denied.

REQUEST NO. 20:

Admit that all costs compensable to Amtrak under the Statute must be reasonable, specific, verifiable, and quantifiable.

RESPONSE TO REQUEST NO 20:

Amtrak incorporates its General Objections. Amtrak objects to this request as vague and ambiguous in that Metra does not define "reasonable, specific, verifiable or quantifiable" or explain who makes such determinations. Amtrak further objects to this request as seeking a legal conclusion. To the extent Metra is asking whether the 49 U.S.C. § 24903 uses the phrase "reasonable, specific, verifiable or quantifiable" to modify "costs," Amtrak's response to Request No. 20 is as follows: Denied.

REQUEST NO. 21

Admit that mechanical systems (e.g., heating, ventilation and air conditioning; plumbing; fire suppression; electrical) benefit all persons using Chicago Union Station, including the General Public and third-party holders of Property Interests.

RESPONSE TO REQUEST NO. 21:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 21 as follows: Admitted.

REQUEST NO. 22:

Admit that the "Recapitalization" obligations Amtrak seeks to impose on Metra should not include costs related to the Headhouse, as defined by Amtrak in its First Interrogatories.

RESPONSE TO REQUEST NO. 22:

Amtrak objects to this request as vague, ambiguous, and seeking a legal conclusion. Amtrak further objects on the ground that the reference to "should" is unclear and ambiguous. Based on these objections, Amtrak can neither admit nor deny this request. However, Amtrak notes that it did not seek in its June 4, 2019 Proposal to allocate costs related to the Headhouse to Metra.

REQUEST NO. 23:

Admit that the average dwell time—the time a passenger spends within Chicago Union Station—is of longer duration for Amtrak passengers than Metra passengers

RESPONSE TO REQUEST NO. 23:

Amtrak incorporates its General Objections. Amtrak has not undertaken studies of average dwell time and therefore does not have sufficient information to admit or deny this request.

REQUEST NO. 24:

Admit that until the current proceeding in Docket 36332, Metra and Amtrak have reached agreements regarding the funding of necessary lifecycle replacements of tracks, switches, interlocking, signals, platforms, systems, and the station concourse at Chicago Union Station.

RESPONSE TO REQUEST NO. 24:

Amtrak incorporates its General Objections. Amtrak objects to this request as vague as to whether Amtrak have always reached agreement on the listed topics. Notwithstanding its objections, Amtrak responds to Request No. 24 as follows: Amtrak admits that Amtrak and Metra have reached agreements in the past on these topics.

REQUEST NO. 25:

Admit that Metra's share of any costs under the Statute are to be paid in arrears, and not in advance, of any incurrence by Amtrak of such costs.

RESPONSE TO REQUEST NO. 25:

Amtrak incorporates its General Objections. Amtrak further objects to this request as seeking a legal conclusion. Notwithstanding its objections, Amtrak responds to Request No. 25 as follows: Denied.

REQUEST NO. 26:

Admit that an annual accounting or audit will be necessary to ensure that any monies paid from Metra to Amtrak will be used for the sole purpose of providing transportation at Chicago Union Station.

RESPONSE TO REQUEST NO. 26:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 26 as follows: Denied.

REQUEST NO. 27:

Admit that the General Public is permitted free entry and exit into Chicago Union Station for purposes including but not limited to frequenting the services of third party Property Interests (e.g., motor coach service; or rental cars).

RESPONSE TO REQUEST NO. 27:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 27 as follows: Amtrak admits that the General Public can access Chicago Union Station for the purposes of frequenting all third party services that operate in Chicago Union Station.

REQUEST NO. 28:

Admit that the alphabetical, numeric, or combination thereof, entries in Exhibit B to Metra's First Interrogatories represents the entirety of the account codes, ledger classifications, cost centers, or other accounting designations to which Amtrak classifies the costs it seeks to recover in Docket No. FD 36332.

RESPONSE TO REQUEST NO. 28:

Amtrak incorporates its General Objections. Notwithstanding its objections, Amtrak responds to Request No. 28 as follows: Denied. Responding further, Amtrak states that the alphabetical, numeric, or combination thereof, entries in Exhibit B to Metra's First Interrogatories represents some of the account codes, ledger classifications, cost centers, or other accounting designations to which Amtrak classifies the costs it seeks to recover in Docket No. FD 36332 as of 3-19-2018. The codes do not include the cost recovery related to capital expenses or ground power.

Dated: December 2, 2019

/s/*Neil K. Gilman*

William H. Herrmann
Christine E. Lanzon
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Counsel for the National Railroad Passenger Corporation (Amtrak)

CERTIFICATE OF SERVICE

I hereby certify that I have this day, December 2, 2019, caused copies of the foregoing to be served by electronic mail on:

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Counsel for Metra

/s/*Perie Reiko Koyama*
Perie Reiko Koyama

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104

February 15, 2019

BYRON S. COMATI
Vice President
CORPORATE PLANNING

James M. Derwinski
CEO/Executive Director
METRA
547 W. Jackson Boulevard
Chicago, IL 60661

Dear Mr. Derwinski:

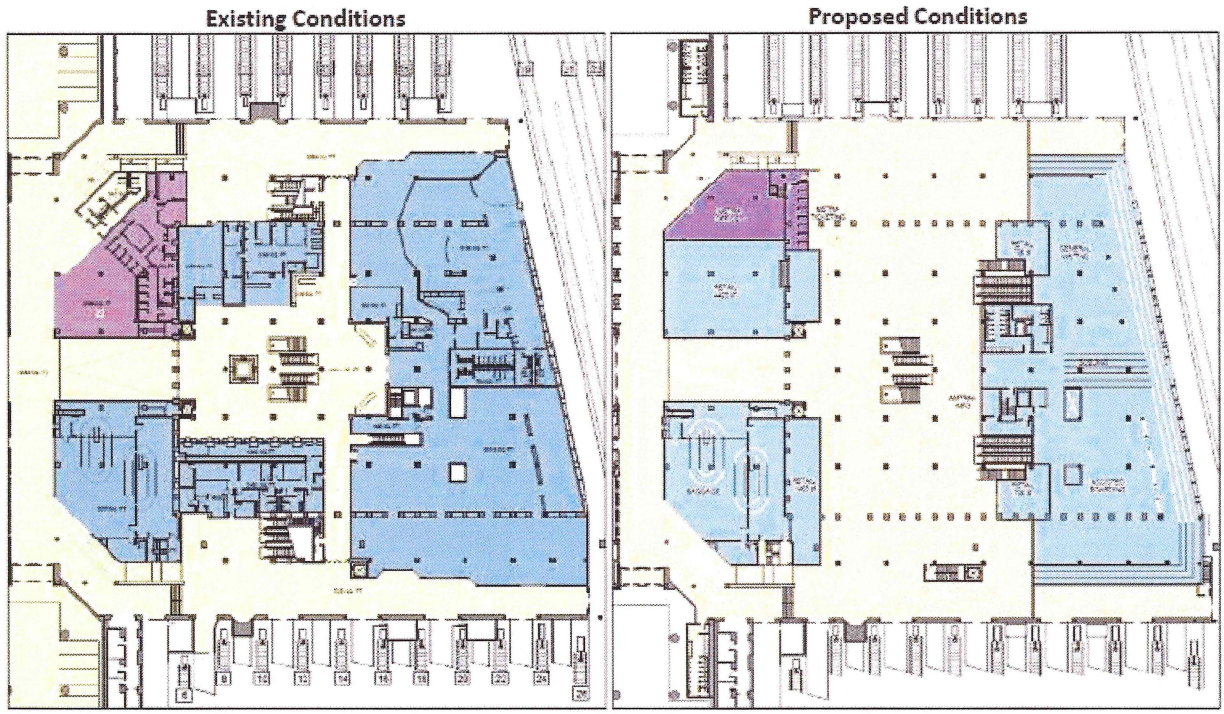
RE: Federal-State Partnership for State of Good Repair – Amtrak/Metra Grant Application

Thank you for your continued interest in partnering with Amtrak on a grant application for the Federal-State Partnership for State of Good Repair (Partnership Program) discretionary grant program. The Partnership Program solicits applications for grants for capital projects to repair, replace, or rehabilitate Qualified Railroad Assets to reduce the state of good repair (SOGR) backlog and improve Intercity Passenger Rail performance.

Section D.v.C. of the Notice of Funding Opportunity requires that the applicant has to demonstrate the cost-sharing requirement under 49 U.S.C. 24911(a)(5)(B), and "be an operator or contributing funding partner who is subject to the Cost Methodology Policy adopted under Section 209 of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA)". After extensive consultation with FRA on Sec. D.v.C.(1) eligibility matters, Amtrak plans to apply for the Chicago Union Station Interim Concourse Congestion Mitigation Solution Project (CUS Concourse Project) with the Illinois Department of Transportation, one of our PRIIA Section 209 partners as co-applicant. Metra will be the second co-applicant and contributing match partner for the CUS Concourse Project.

The Concourse Project completes the first and most impactful phase of a longer-term plan to improve the concourse building at CUS, benefiting all Amtrak and Metra passengers using the station. This first phase will open up the concourse by removing a number of unused rooms (e.g., former Amtrak ticketing area and the former Amtrak Metropolitan Lounge) as well as walls to create open space for improved circulation, capacity, accessibility, customer experience, and particularly safety during regular conditions and service disruptions. This newly opened space will create an open area larger than the size of the existing Great Hall immediately to the west of it.

The scope will also include any supplementary improvements resulting from opening up the concourse, such as necessary adjustments, replacements, and additions to mechanical, electrical, plumbing and fire protection, as well as any necessary cosmetic repairs resulting from removal of walls, ceilings and other work. These improvements reduce the SOGR backlog at CUS by replacing and/or renovating interiors and equipment in a building that was last renovated in 1991.



	Square Footage
Amtrak Space	27,290
Metra Space	2,600
Shared Space	48,530
Total Sq. Ft.	78,420

As you are aware, the Fed-State program requires a minimum 20% non-Federal match. In order to include Metra as a co-applicant or partner in the grant application for this important project, we have reviewed existing and future conditions at the CUS concourse level and propose the following match split between Amtrak and Metra:

	Square Footage	Amtrak Share	Metra Share
Amtrak Space	27,290	100%	0%
Metra Space	2,600	0%	100%
Shared Space	48,530	15%	85%
Total Sq. Ft.	78,420	34,570	43,850
% of Total	**100%**	**44%**	**56%**

Based on a total project cost of $30 million, the Federal grant request will be $24 million, and the 20% (or $6 million) non-Federal match will be split between Amtrak and Metra based on our respective share of the

total square footage: $2,640,000 for Amtrak and $3,360,000 for Metra. Please note that the proposed allocation pertains to the one-time capital costs associated with the Fed-State CUS Concourse project only, and our negotiations for a new long term operating and capital cost sharing and lease agreement will not be impacted by this arrangement.

We believe that this arrangement demonstrates a compelling commitment by both parties to this Project and to the enhancement of safety and reliability for all passengers and users of the station.

Please signify your agreement by executing and dating this letter and return one original for Amtrak's records.

Sincerely,

Byron S. Comati
Vice President, Corporate Planning

Metra

By: _____

Its: CEO Exec Director

Date: 2-20-19

cc: *Ray Lang*
Tom Moritz
Christine Suchy

LA037510
CONTRACT No.
CTDC-90306

LEASE

Between

CATELLUS DEVELOPMENT CORPORATION

and

NATIONAL RAILROAD PASSENGER CORPORATION

with respect to

LOS ANGELES UNION STATION

Effective as of JANUARY 1, 1991

2/19/97

EXHIBIT A

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L E A S E

1. Parties

This Lease is effective as of the 1st day of January, 1991 (the "Effective Date"), and is made by and between CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation, formerly Santa Fe Pacific Realty Corporation ("Lessor"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Lessee" or "Amtrak").

2. Premises

2.1 Premises. Lessor hereby leases to Lessee, and Lessee leases from Lessor, for the term and at the rental, and on all of the terms and conditions set forth herein, the following described portions (collectively, the "Premises") of the real property described on Exhibit "A" hereto and commonly known as Union Station (the "Terminal"):

2.1.1 Exclusive Building Area. Approximately eighty thousand two hundred thirty-five square feet (80,235) of building area (the "Exclusive Building Area") for the sole and exclusive use by Lessee, its employees, contractors, customers, licensees, passengers and invitees. The Exclusive Building Area is calculated by measuring from the center line of all interior walls and from the outside face of all exterior walls. Such method shall be used in the event that the Exclusive Building Area is increased or decreased during the term of this Lease. Notwithstanding the foregoing, for all

purposes under this Lease, including the square footage calculation given above in this paragraph, the area of Lessee's office space located south of the ticket office shall be deemed to be twelve thousand seven hundred and forty square feet (12,740), notwithstanding that the actual area of such space is approximately two thousand square feet (2,000) greater. The Exclusive Building Area is depicted on Exhibit "B-1" hereto and the calculation of square footages pertaining to the Premises is shown on Exhibit "B-2" hereto.

2.1.2 Exclusive Site Area. Approximately seventeen thousand four hundred and fifty-eight square feet (17,458) of Terminal property which is not improved with building structures (the "Exclusive Site Area") for the sole and exclusive use by Lessee, its employees, contractors, customers, licensees, passengers, and invitees. The Exclusive Site Area is depicted on Exhibit "B-1" hereto.

2.1.3 The Train Yard. Approximately eight hundred eighty-four thousand, forty-one square feet (884,041) of Terminal property in the train yard area including the tracks, platforms, and tower located therein (the "Train Yard") for use by Lessee in common with other operators of passenger trains which may subsequently be granted the non-exclusive use of such area by Lessor in accordance with the terms hereof . The Train Yard is depicted on Exhibit "B-1" hereto and, with the exception of the tower, the Train Yard extends only to an elevation of 25'0" above top of rail.

2.1.4 Common Areas. Those areas of the Terminal, both within and without of the building, which are designated and made available to all lessees of the Terminal and their employees, contractors, customers,

licensees, passengers and invitees for pedestrian and vehicular passage and circulation, queuing (subject to the following sentence), landscaping, loading, restrooms, seating, service, walkways, vehicular parking, waiting and for other uses or activities available in common to all Terminal lessees and their employees, contractors, customers, invitees, licensees, passengers, and invitees. The queuing of passengers within the Common Areas shall occur only in the main waiting room, the vicinity of the boarding gates north of Lessee's ticket office (in such a manner as to not interfere with access to the MetroRail west portal), and/or passenger tunnel and shall not unreasonably interfere with the use of the Terminal by commuter train operators. In addition, Lessee shall use its best efforts to provide reasonable advance notice to Lessor of expected unusual queuing in the Common Areas. Lessor and Lessee shall cooperate and use reasonable efforts in order to reduce or eliminate passenger queuing in the main waiting room. The Common Areas are depicted on Exhibit "B-1" hereto and consist of approximately 441,352 square feet of area outside of the building and approximately 66,468 square feet of area within the building. Notwithstanding that the restroom facilities located immediately north of Lessee's ticket office are part of Lessee's Exclusive Building Area, until July 1, 1992 such facilities shall be available for use, and shall be cleaned and maintained by Lessor, in a manner similar to Common Areas. Lessor reserves the right to make reasonable changes from time-to-time in the size, location, and configuration of the Common Areas in accordance with paragraph 3.5.3.

2.1.5 New Waiting Room. The parties acknowledge that they have agreed in principle to cause a new waiting room to be constructed for Lessee's passengers. The size, location, financing and other issues pertaining thereto shall be the subject of a written amendment to this Lease. The plans,

specifications, and design of the new waiting room shall be subject to Lessor's prior written approval. Lessee shall bear the entire cost of the design and construction of the new waiting room. Upon completion and placing into service of the new waiting room, the eastern half of the current main waiting room shall be deleted from, and the new waiting room shall be added to, Lessee's Exclusive Building Area; provided, however, that there shall be no change in the rent due from Lessee as a result of such deletion and addition, and the area of the eastern half of the current main waiting room shall continue to be used in calculating Lessee's share of Common Area Expenses (as defined in Paragraph 4.3).

2.2 Access. Beginning at least one hour before the first scheduled departure or arrival of a passenger train or bus, and continuing until at least one-half hour after the last actual arrival or departure of same, Lessor shall provide Lessee, its employees, contractors, customers, invitees, licensees and passengers, access to the Premises through entrances, stairways and ramps existing as of the Effective Date hereof or as may be modified from time to time, provided that such modified means of access shall allow convenient and unobstructed ingress and egress to the Premises. The parties recognize that the provisions of this section may be affected from time to time by construction which may cause temporary interruptions to or reconfiguration of existing means of access.

2.3 Temperature. Lessor shall maintain the interior portions of the Premises at a comfortable temperature, to the extent existing building systems provide such capability, seven (7) days a week, during all hours of

scheduled passenger train or bus operations. Lessee agrees to cooperate with Lessor in the operation of the heating and cooling systems, if any, and to abide by all reasonable regulations and requirements which Lessor may prescribe to permit the proper functioning and protection of such systems. Lessor reserves the right upon reasonable notice to Lessee (to the extent notice is practicable under the circumstances) to stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of Lessor, are desirable or necessary, until such repairs, alterations, replacements or improvements shall have been completed; provided, however, that to the extent practicable, Lessor, at no additional cost to Lessee, shall provide alternative heating and cooling during this period. Lessor agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems within a reasonable period of time, with due diligence, and with the minimum practical interference with Lessee's use of the Premises. At its option and cost and following written notice to Lessor, Lessee may provide supplemental heating or cooling in its Exclusive Building Area.

2.4 Utilities and Utility Audit. Lessor shall cause to be supplied to Lessee's Exclusive Building Area electrical power and other utilities sufficient for normal office, computer, lighting, and related uses, and, to the Train Yard, electrical power sufficient to operate the Train Yard, as well as 480 volt stand-by power at track level for train operations. Within one (1) year following the Effective Date hereof, Lessor and Lessee shall jointly select and pay (in equal portions) an engineering

consultant or utility company to prepare a Utility Audit that will estimate consumption and costs of electricity, fuel oil, gas, and water for seven (7) areas: Lessee's Exclusive Building Area, Lessee's Exclusive Site Area, all other Exclusive Building Areas, all other Exclusive Site Areas, Common Areas within the building, Common Areas outside the building, and the Train Yard. The electrical portion of such audit shall break down consumption and costs into three categories for each area: lighting, general power and HVAC power.

2.5 Use of Train Yard and Facilities.

2.5.1 The Train Yard portion of the Premises can accommodate a maximum of fourteen (14) tracks and seven (7) platforms. Lessee acknowledges that the Train Yard and its facilities are now or may in the future be used by one or more commuter train operators and, subject to the terms hereof, the Train Yard and its facilities shall be made reasonably accessible and usable by each of such operators; provided, however, that any cost required to modify the Train Yard or its facilities to accommodate any additional operator(s) shall be borne by such operator(s). Lessee may control access from the passenger tunnel to those Train Yard platforms being used by Lessee by means of gates or other reasonable controls.

2.5.2 The use of the Train Yard by any such commuter operator shall be commenced and conducted in accordance with the terms of a written joint operating agreement (the "JOA") or some other substantially equivalent agreement providing for the efficient and orderly operation of passenger trains and the fair and reasonable allocation of costs and liabilities associated therewith among Lessee and all such commuter operators. The costs

associated with operating the Train Yard and related facilities located within the Train Yard, including without limitation the costs of train dispatching, security, utilities, cleaning, environmental compliance, operation of the tower, and maintenance of the platforms, tracks and signals (the "Yard Costs"), will normally be incurred by one of the operators of train service in the Train Yard (the "Yard Operator"). (As of the date hereof, Lessee is the only such operator, and is therefore incurring all Yard costs.) Unless otherwise agreed to by the parties to the JOA, the JOA shall provide in substance that, in the event that additional operator(s) provide train service within the Train Yard, the Yard Costs shall be allocated among such operator(s) as follows. Each such operator (including Lessee if Lessee is not the Yard Operator) shall reimburse the Yard Operator for (i) one hundred percent (100%) of the Yard Costs attributable solely to the presence and/or operations of such operator, and (ii) the fraction, determined pursuant to clause (b) (ii) of Paragraph 2.5.3, of all Yard Costs (but excluding those Yard Costs attributable solely to the presence and/or operations of any operator using the Train Yard) incurred by the Yard Operator.

2.5.3 A portion (the "Portion") of the Expenses (as defined in Paragraph 4.3 below) related to the Train Yard shall be determined by Lessor and assigned to each operator that uses the Train Yard and related facilities. The Portion for each such operator shall be the sum of the following two fractions:

(a) a fraction, the numerator of which is the number of square feet in the Train Yard being used solely by or for the

benefit of such operator (without regard to whether such operator is operating any trains), and the denominator of which is the total of square feet in the Train yard, and

multiply
×

(b) a fraction which is the product of (i) a fraction determined by subtracting from one the sum of the fractions determined in (a) above for all operators, and (ii) a fraction, the numerator of which is the number of monthly revenue passenger trains (light and heavy rail) operated to, from or through the Train Yard by or on behalf of such operator, and the denominator of which is the total number of monthly revenue passenger trains (light and heavy rail) operated to, from or through the Train Yard by all operators.

Lessee's payment of Expenses attributable to the Train Yard as monthly additional rental pursuant to Paragraph 4.3 shall be equal to Lessee's monthly Portion of such Expenses.

2.5.4 With respect only to trains being operated each Monday through Friday by Lessee for the Orange County Transportation Commission, until April 1, 1992, such trains shall be deemed to be Amtrak intercity trains and the provisions of Paragraphs 2.5.2 and 2.5.3 above shall not apply to Lessee's operations of such trains.

2.5.5 The parties acknowledge and agree that the provisions of this paragraph 2.5 shall not constitute a waiver, or otherwise prejudice, any rights of Lessee pursuant to Section 402 (a) of the Rail Passenger Service Act.

3. Term and Termination.

3.1 Initial Term. The "Initial Term" of this Lease shall be a period of fifteen (15) years, commencing on the Effective Date and, unless sooner terminated or extended as hereinafter provided, expiring on December 31, 2005.

3.2 Options to Extend Term. Provided Lessee is not in default, as defined in Paragraph 16, either at the time of the exercise of the option or at the time of commencement of the extension period, Lessee may elect to extend the term of this Lease for two (2) additional five (5)-year periods (the "Extension Period(s)") by delivering to Lessor at least one hundred twenty (120) days before the end of the Initial Term or the first Extension Period, as applicable, a written notice (the "Option Notice") of such election. The term of this Lease shall thereupon be extended for a period of five (5) years. The first Extension period shall begin on the day immediately following the last day of the Initial Term, and the second Extension Period shall begin on the day following the last day of the First Extension Period. Each Extension Period shall be subject to all the terms and conditions of this Lease.

3.3 Continuation. At the end of the term, including the Extension Periods if such options are duly exercised, this Lease shall continue on a

year-to-year basis until terminated by either party giving written notice of termination to the other not less than one hundred eighty (180) days prior to the expiration of the term, or of any ensuing one year term for which the Lease remains effective on a year-to-year basis, as the case may be.

3.4 Right of Termination. At any time during the term (including the Extension Period(s)) of this Lease, Lessee shall have the right to terminate this Lease on not less than ninety (90) days' prior written notice to Lessor in the event Lessee has firm plans and proper authority to discontinue its passenger train operation to Los Angeles, California, or to conduct such operation into or through another passenger facility at Los Angeles, California.

3.5 Reduction or Relocation. Lessor shall have the right, on not less than ninety (90) days' prior written notice to Lessee, to reduce all or part of the Premises or to relocate Lessee's facilities and operations within the Terminal, subject to Lessee's reasonable approval and the following conditions:

3.5.1 In any case where the exercise by Lessor of the right described above in paragraph 3.5 will not, in Lessee's reasonable judgment, interfere with Lessee's reasonable requirements, a reduction in the Premises, or relocation of Lessee's facilities and operations, may be made by Lessor without any obligation to provide alternate facilities in accordance with paragraph 11, but shall be made at Lessor's sole cost and with an appropriate adjustment in rental and other amounts due hereunder.

3.5.2 In any other case, prior to effecting a reduction or

relocation, the reduced and/or relocated facilities shall be accepted by Lessee. Should Lessee reasonably reject Lessor's proposed reduced and/or relocated facilities, Lessor shall be obligated to provide Lessee with alternate facilities in accordance with paragraph 11.

3.5.3 Notwithstanding any provision of this Lease, Lessor shall be entitled to make reasonable changes in, and reconfigurations of, the Common Area without the consent of Lessee provided such changes or reconfigurations do not have a material, adverse impact upon Lessee's costs or its use and enjoyment of the Premises.

3.6 No Release. Expiration or termination of this Lease for any reason whatsoever shall not release either party from any liability or obligation under this Lease, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such expiration or termination or thereafter as to those things which by the terms of this Lease shall or may be done thereafter.

4. Rent

4.1 Base Rent. Lessee shall pay to Lessor as rental for the Premises, commencing as of the Effective Date, an annual rental of $627,772.00 (the "Base Rent"). Base Rent includes Base Rent-Facility Usage, as defined in paragraph 4.1.1, and Base Rent-Other, as defined in paragraph 4.1.2. Base Rent shall be paid in equal monthly installments of $52,314.33 in advance on the first day of each month. Rent for any period hereof which is for less

than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Lessor at the address stated herein or to such other persons or at such other address as Lessor may designate in writing.

4.1.1 Base Rent-Facility Usage. Base Rent includes Base Rent-Facility Usage which, as of the Effective Date, is the amount of $378,687 per year. The Base Rent-Facility Usage shall be subject to increase by the addition of the "Unit Fee" as provided in this Paragraph 4.1.1. As of the Effective Date the Unit Fee shall be $50.00 and is subject to increase pursuant to Paragraph 4.2.3. Lessee shall be entitled during the term of this Lease to operate up to an average of twenty-five (25) trains per day, increased annually beginning January 1, 1992 at the rate of ten percent (10%) over the immediately preceding year, rounded to the nearest whole number, .5 and above being rounded up, (the "Base Train Count") to, from, or through the Premises without any increase in the Base Rent-Facility Usage (other than adjustments pursuant to Paragraph 4.2). In the event that Lessee operates a daily average number of trains in excess of the Base Train Count during any calendar year quarter, the monthly Base Rent-Facility Usage for the next succeeding calendar-year quarter shall be increased by the product of (i) the Unit Fee (as such number may have been previously adjusted pursuant to Paragraph 4.2) multiplied by (ii) the average number of trains per day during the subject calendar-year quarter in excess of the Base Train Count, multiplied by (iii) thirty (30).

4.1.2 Base Rent-Other. Base Rent includes Base Rent-Other, which, as of the Effective Date, is the amount of $249,085 and is calculated

on the basis of $0.25 per square foot, per month, for the Exclusive Building Area, and $0.04 per square foot, per month, for the Exclusive Site Area and $0.00 per square foot, per month, for the Common Area.

4.2 Rental Adjustment. The Base Rent set forth in Paragraph 4.1 shall be adjusted annually during the entire term of this Lease, including any Extension Periods, as provided in this Paragraph 4.2.

4.2.1 Annual Adjustments. Except as provided in Paragraph 4.2.6, effective as of each anniversary of the Effective Date during the term of this Lease (the "Adjustment Dates"), the monthly Base Rent shall automatically and without prior notice be adjusted to the sum of (i) the adjusted Base Rent-Facility Usage, determined pursuant to Paragraph 4.2.2, and (ii) the adjusted Base Rent-Other, determined pursuant to Paragraph 4.2.4 (or, on the FMRV Adjustment Dates, as defined in Paragraph 4.2.6, determined pursuant to Paragraphs 4.2.6 and 4.2.7).

4.2.2 Adjusted Base Rent-Facility Usage. On the Adjustment Date the Base Rent-Facility Usage shall be adjusted to an amount which is equal to the product of (i) the Index (as hereinafter defined) published for the third calendar month immediately preceding the applicable Adjustment Date, multiplied by (ii) the Base Rent-Facility Usage applicable during the calendar month immediately preceding the applicable Adjustment Date, divided by (iii) the Base Index (as hereinafter defined); provided, however, that regardless of any actual change in the Index, in no event shall the Base Rent-Facility Usage, as so adjusted, be decreased nor shall it be increased by more than the

sum of (y) six percent (6%), plus (z) one-half of the percentage of increase in the Index in excess of ten percent (10%).

4.2.3 Adjusted Unit Fee. On the Adjustment Date, the Unit Fee shall be adjusted to an amount which is equal to the product of (i) the Index (as hereinafter defined) published for the third calendar month immediately preceding the applicable Adjustment Date, multiplied by (ii) the Unit Fee applicable during the calendar month immediately preceding the applicable Adjustment Date, divided by (iii) the Base Index (as hereinafter defined); provided, however, that regardless of any actual change in the Index, in no event shall the Unit Fee, as so adjusted, be decreased nor shall it be increased by more than the sum of (y) six percent (6%), plus (z) one-half of the percentage of increase in the Index in excess of ten percent (10%).

4.2.4 Adjusted Base Rent-Other. On the Adjustment Date, the Base Rent-Other shall be adjusted to an amount equal to the product of (i) the Index (as hereinafter defined) published for the third calendar month immediately preceding the applicable Adjustment Date, multiplied by (ii) the Base Rent-Other applicable during the calendar month immediately preceding the applicable Adjustment Date, divided by (iii) the Base Index (as hereinafter defined); provided, however, that regardless of any actual change in the Index, in no event shall the Base Rent-Other as so adjusted, be decreased nor shall it be increased by more than the sum of (y) six percent (6%), plus (z) one-half of the percentage of increase in the Index in excess of ten percent (10%).

4.2.5 Index and Base Index Defined. For purposes of this Paragraph 4, the "Index" shall mean the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for All Urban Consumers, Los Angeles-Riverside-Anaheim Area, All Items (Base: 1982-84=100), and the "Base Index" shall mean the Index published for the fifteenth (15th) calendar month preceding the applicable Adjustment Date. The adjusted Base Rent shall be rounded to the nearest $1.00. In the event that the compilation or publication of the Index shall be transferred to any other governmental department, bureau or agency or shall be discontinued, the index most nearly the same as the Index shall be used to make such calculation. If for any reason the monthly Base Rent is not revised on an Adjustment Date, the monthly Base Rent shall continue to be subject to revision by Lessor in accordance with the terms hereof without prior notice to Lessee and, when so revised, shall be retroactive to the Adjustment Date on which the revised monthly Base Rent should have become effective.

4.2.6 Fair Market Value Adjustment. Effective as the Adjustment Date in years 2001, 2006, and 2011 (the "FMRV Adjustment Dates"), the monthly Base Rent-Other shall be adjusted to the greater of (i) the adjusted Base Rent-Other calculated in accordance with Paragraph 4.2.4, or (ii) the applicable percentage of the Fair Market Rental Value ("FMRV"), as defined below, of those areas of the Premises applicable to Base Rent-Other, i.e. the Exclusive Building Area, Exclusive Site Area, and Common Area (collectively, the "AABRO"). For purposes of this Paragraph 4.2.6, the "applicable percentage" shall be 35% on the Adjustment Date in 2001, 55% on the Adjustment Date in 2006, and 75% on the Adjustment Date in 2011.

4.2.7 Determination of FMRV. The FMRV shall be determined as follows:

4.2.7.1 FMRV shall be defined as the rental amount that a willing tenant would pay and a willing landlord would accept for the rental of the AABRO in an arms-length transaction in which neither party is subject to any unusual motivation or duress and shall take into consideration the rental rates for comparable office (with appurtenant Common Areas) and site space situated within a one mile radius of the Premises. The FMRV for the AABRO shall be determined in accordance with the procedure set forth in the following paragraphs.

4.2.7.2 Commencing one hundred eighty (180) days before the applicable FMRV Adjustment Date, the parties shall have thirty (30) days within which to agree on the monthly rent for the following year. If the parties agree on the amount of such monthly rent, they shall promptly execute a written memorandum of such agreement.

4.2.7.3 If the parties are unable to agree during said thirty (30)-day period, then within the following thirty (30) days each party shall appoint an independent M.A.I. appraiser with not less than ten (10) years of experience appraising commercial and industrial property in the general vicinity of the Premises to determine the FMRV of the AABRO. If a party does not appoint such an appraiser within said thirty (30) day period and deliver written notice thereof to the other party, the appraiser appointed by the other party shall solely establish the FMRV of the AABRO, which determination shall be binding upon the parties.

4.2.7.4 The two appraisers so selected shall deliver their written determination of the FMRV within thirty (30) days of their appointment. If the lower of such determinations is within ten percent (10%) of the higher of the two, the average of the two determinations shall constitute the FMRV of the AABRO. If such lower determination is not within ten percent (10%) of the higher determination, the two appraisers shall appoint a third appraiser having the same qualifications and such appraiser shall deliver its determination of the FMRV of the AABRO within thirty (30) days of its appointment. The average of the two determinations of FMRV which are closest to each other shall be deemed to be the FMRV of the AABRO.

4.2.7.5 Each party shall bear the expense of the appraiser appointed by such party and one-half (1/2) of the expenses of the third appraiser, if necessary.

4.2.8 Statement Setting Base Rent. Approximately at the commencement of each lease year or as soon thereafter as practicable, Lessor shall deliver to Lessee a statement of the amount of Base Rent payable for such year and each month thereof, and of the calculations by which such amounts were determined. Such statement also shall show any base rent increases payable for preceding months, if any, since the commencement of that new lease year. Such increases for preceding months shall be payable with the monthly installment of rent which is due at least thirty (30) days after Lessee's receipt of such statement. Until such time as such monthly installment is due, Lessee shall have the right to continue to make monthly

payments in the amount payable for the most recent calendar year for which such a statement was provided.

4.3 Additional Rent. Subject to Paragraph 2.5.3, Lessee shall pay to Lessor as additional rent those "Expenses" as defined in Paragraph 4.3.1.1 attributable to Lessee's Exclusive Building Area, Exclusive Site Area, and the Train Yard, as well as an equitable portion ("Lessee's Percentage") of the "Common Area Expenses", as defined in Paragraph 4.3.1.2. Lessee's Percentage shall be the percentage which the sum of the areas in Lessee's Exclusive Building Area, Exclusive Site Area, and Lessee's Portion (determined pursuant to Paragraph 2.5.3 above) of the Train Yard area bears to the sum of the areas of all Exclusive Building Areas, Exclusive Site Areas, and the Train Yard. Lessor and Lessee hereby agree that Lessee's Percentage of the Common Area Expenses is 44.0% as of the Effective Date, and that such Percentage would have been 52.5% if the Train Yard restoration project currently being performed by the Southern California Rapid Transit District had been completed. In the event of any change in the square footages of Lessee's Exclusive Building Area, Exclusive Site Area or the Train Yard (including completion of the above referenced Train Yard restoration project), Lessee's Percentage shall be recalculated and the parties shall execute and deliver an appropriate confirming memorandum.

4.3.1. Expenses and Common Area Expenses shall be as follows:

4.3.1.1. Expenses shall be those costs incurred by Lessor in the categories listed in Exhibit "E" hereto which are reasonably required or appropriate for, and incident to, the operation of the structures and

grounds included in Lessee's Exclusive Building Area, Exclusive Site Area and the Train Yard. No other costs, including, but not limited to, those listed in Exhibit "F" hereto, shall be exclusive Area Expenses unless otherwise agreed by Lessee.

4.3.1.2 Common Area Expenses shall be those costs incurred by Lessor in the categories listed in Exhibit "D" hereto which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Common Area. No other costs, including, but not limited to, those listed in Exhibit "F" hereto, shall be Common Area Expenses unless otherwise agreed by Lessee.

4.3.2 Payment of Additional Rent. Lessee shall pay additional rent to Lessor in the following manner:

4.3.2.1 Lessor has submitted to Lessee a statement showing the estimated Expenses and Common Area Expenses for the remainder of the first calendar year of the Initial Term. Such statement sets forth in reasonable detail the calculation of both Expenses and Common Area Expenses. Lessee shall pay to Lessor all of such Expenses and Lessee's Percentage of Common Area Expenses on a monthly basis in the manner set forth in paragraph 4.3.2.2.

4.3.2.2 For each subsequent year, Lessor shall submit to Lessee, prior to January 1 of such subsequent year or as soon thereafter as practicable, a statement showing the estimated Expenses and Common Area Expenses to be incurred by Lessor for such subsequent year. Such statement shall set forth in reasonable detail the calculation of both Expenses and

Common Area Expenses. Lessor's estimate shall be based upon experience with actual costs for the previous year. For calendar years 1992 and 1993, the estimated Expenses and Common Area Expenses shall not exceed the actual Expenses and Common Area Expenses for the prior calendar year by more than fifteen percent (15%) without Lessor having first provided Lessee with a written justification for such increase, which shall include reasonable back-up detail and information. Subsequent to calendar year 1993, the estimated Expenses and Common Area Expenses for any year shall not exceed the actual Expenses and Common Area Expenses for the previous year by the lesser of (i) the Index for the most recent month for which such information is available, divided the Index for the same calendar month for the preceding year, or (ii) fifteen percent (15%), without Lessor having first provided Lessee with a written justification for such increase which shall include reasonable back-up detail and information. Lessee shall by the first of each month pay to Lessor an amount equal to one-twelfth (1/12) of the estimated Expenses and Lessee's Percentage of one-twelfth (1/12) the sum of the estimated Common Area Expenses. If Lessor does not submit said statement to Lessee prior to December 1 of the prior year, Lessee shall continue to pay Expenses and Common Area Expenses monthly at the then existing rate until such statement is submitted, and, thereafter, at the monthly rent payment date next following thirty (30) days after the submission of such statement, shall pay Expenses and Common Area Expenses based on the rate set forth in such statement together with any Expenses and Common Area Expenses based on such rate which may have theretofore accrued from January 1 of such subsequent year.

4.3.2.3 As soon as Lessor has sufficient data, but in no event later than the following May 1st, Lessor shall submit to Lessee a statement showing the actual Expenses and Common Area Expenses paid or incurred by Lessor during the previous calendar year. If the actual Expenses and Lessee's Percentage of actual Common Area Expenses are less than the amount of estimated Expenses and Common Area Expenses for such previous year theretofore paid by Lessee, then Lessor shall credit the amount of such difference against the next payment of estimated and/or actual Expenses and Common Area Expenses due from Lessee. If the actual Expenses and/or Lessee's Percentage of actual Common Area Expenses is more than the amount of estimated Expenses and/or Lessee's Percentage of the estimated Common Area Expenses for such previous year theretofore paid by Lessee, then Lessee shall, at the monthly rent payment date next following thirty (30) days after the submission of such statement to Lessee, pay to Lessor the full amount of such difference. Subsequent to calendar year 1992, Lessee's payments to Lessor for the actual Expenses and Common Area Expenses which are within Lessor's reasonable control shall not increase by more than eighteen percent (18%) for any calendar year over the previous calendar year without Lessee's approval which shall not be unreasonably withheld.

4.3.2.4 The reconciliation of the Expenses and Common Area Expenses paid by Lessee for the calendar year in which this Lease terminates shall be made upon Lessor's submission to Lessee, not later than the following May 31, of the statement of actual Expenses and Common Area Expenses for such calendar year. The estimated Expenses and Common Area Expenses for such calendar year, and the actual costs and expenses for such calendar year, shall

be prorated based on the actual number of days in such calendar year that this Lease was in effect, and shall be compared. If pursuant to such comparison it is determined that there has been an underpayment or an overpayment of Expenses and/or Common Area Expenses by Lessee for such calendar year, Lessor shall promptly refund the overpayment to Lessee, or Lessee shall promptly pay the amount calculated as owing to Lessor, as the case may be. Notwithstanding the preceding, if Lessor deems it advisable, Lessor may submit partial year statements pursuant to this paragraph in order to cause an earlier reconciliation of Expenses and Common Area Expenses for the calendar year in which this Lease terminates.

4.3.2.5 Notwithstanding any provision of paragraph 4.3 to the contrary, if at any time during the term of this Lease Lessee should elect, with Lessor's prior written approval which shall not be unreasonably withheld, to contract for certain services to be provided directly to it for its Exclusive Building Area and at its expense, or use its own employees to provide those services, which services would otherwise be furnished by Lessor and charged to Lessee as an Expense, then those Expenses shall no longer be payable to Lessor as additional rent and Lessor shall make an appropriate adjustment in calculating Lessee's Expenses. In the event that Lessor determines, in its reasonable discretion, that such services are not adequate or do not meet Lessor's reasonable satisfaction, Lessor shall be entitled, following forty-five (45) days prior written notice to Lessee, to resume providing such services and shall charge Lessee for such services as an Expense.

4.3.2.6 Notwithstanding any provision of paragraph 4.3 to the contrary, all real property taxes applicable to the Terminal which are payable by Lessee as Expenses or Common Area Expenses shall be paid by Lessee as provided in this paragraph 4.3.2.6 rather than monthly as provided in paragraph 4.3.2.1 and 4.3.2.2. Approximately ninety (90) days, or as soon thereafter as practicable, prior to the date on which such real property taxes are due to be paid to the County of Los Angeles or other taxing agency (the "Due Date"), Lessor shall deliver to Lessee an invoice setting forth the amount of such taxes payable by Lessee. Lessee shall pay such amount to Lessor not less than thirty (30) days prior to the Due Date or twenty (20) days following receipt of Lessor's invoice. As used herein, the term "real property tax" shall have the same meaning set forth in Exhibits "D" and "E."

4.4 Due Date. All sums of money or charges (other than rent which shall be payable in the manner provided in Paragraph 4) required to be paid by Lessee under this Lease shall, except where provided to the contrary in this Lease, be due and payable thirty (30) days after demand.

4.5 Payments on Account. All payments of rent, additional rent and other sums hereunder shall be deemed to be payments on account. Neither the acceptance by Lessor of any rent or additional rent in an amount which is less than the amount due and payable pursuant to this Lease, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this Lease, nor any delay in or failure to implement any rent adjustment provided for herein, shall constitute an agreement by Lessor modifying this Lease or a waiver of Lessor's right to receive all sums provided for herein.

4.6 Audit. Lessee, at its expense, shall have the right at all reasonable times to audit or examine Lessor's books and records relating to the calculation of rent or other sums due hereunder; provided that Lessor shall pay for such audit or examination if such audit or examination discloses that actual expenses charged by Lessor to Lessee for any year has been overstated by more than ten percent (10%). Lessor shall retain each record relating to base rent or other sums due hereunder for at least four (4) years after payment of any portion thereof by Lessee.

5. Personal Property Taxes

5.1 Lessee shall pay prior to delinquency all valid and applicable taxes assessed against and levied upon Lessee's trade fixtures, furnishings, equipment and all other personal property of Lessee contained within the Premises. When possible, Lessee, with Lessor's cooperation, shall cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the property of Lessor.

5.2 If any of Lessee's personal property shall be assessed with Lessor's property, Lessee shall pay Lessor the valid taxes attributable to Lessee within 30 days after receipt of a written statement setting forth the taxes applicable to Lessee's property. Such statement shall include sufficient detail to show how the taxes applicable to Lessee's property were determined.

6. Use

6.1 Use. Subject to the provision of Paragraph 2.5, the Premises shall be used and occupied by Lessee for such purposes as are reasonably related to the operation of a rail passenger station, including related mail, package, baggage, package express, office (including Lessee's division headquarters and related activities), connecting passenger bus service, and other operations incidental to Lessee's business. Lessee may make reasonable use of the roof of the buildings for the installation and maintenance of communications equipment such as antennae and receivers, provided Lessee first receives Lessor's prior written approval and such equipment does not impair the architectural integrity of the buildings. It is expressly understood that Lessee is not entitled to receive or share in the revenues derived from (i) any income producing concessions, or (ii) leases or licenses including, without limitation, food service (vending machines, restaurants and mobile or portable operations), amusements, gifts, parking and tourist services except to the extent that such revenues are derived from a) a use of the Premises by Lessee that is described in the first sentence of this paragraph, b) a service or concession that is provided by Lessee pursuant to paragraph 19, or c) filming (see paragraph 24). Notwithstanding any other provision hereof, Lessee may retain all revenues derived from its operation of trains and/or busses.

6.2 Compliance with Law. Lessee shall comply promptly with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and lawful requirements in

effect during the term or any part of the term hereof, regulating the use by Lessee of the Premises. Neither Lessor nor Lessee shall use or permit the use of Premises in any unlawful manner or in any manner that will tend to create waste or a nuisance.

6.3 Condition of Premises. Lessee hereby accepts the Premises in their condition as of the effective date of this Lease, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby.

7. Alterations.

Lessee shall not make, or suffer to be made, any alterations of the Premises, or any part thereof, without the prior written consent of Lessor, which shall not be unreasonably withheld or delayed, and any additions to, or alterations of, said Premises, except movable furniture, trade fixtures and communication and computer systems or any parts thereof, remaining upon the termination of this Lease and vacation of the Premises by Lessee shall, at that time, become a part of the realty and belong to Lessor. Any such alterations shall be made in accordance with all applicable laws, permits, licenses, and other governmental authorizations, rules, ordinances, orders, decrees and regulations. At the option of Lessor, upon expiration or termination of this Lease and vacation of the Premises by Lessee, Lessee shall remove all fixtures that have been affixed to the Premises by Lessee and restore those areas within the Premises which have been altered or remodeled

by Lessee to their pre-alteration or pre-remodeling condition, ordinary wear and tear excepted. The preceding sentence shall be inapplicable to (i) any alterations or remodeling done at the request of Lessor or in connection with the construction or operation of any publicly financed project at or through the Terminal, (ii) any alterations or remodeling which, at the time of giving its consent thereto, Lessor has not notified Lessee that it will require the removal thereof, and (iii) Lessee's division offices and the ticketing and baggage handling facility built at the expense of the Southern California Rapid Transit District on Lessee's behalf. Lessee acknowledges that Lessee may be required by Lessor to remove at Lessee's expense the mail dock situated within the Train Yard upon expiration or termination of this Lease and vacation of the Premises by Lessee.

8. Maintenance Repair and Services.

8.1 Responsibility. Except as otherwise specifically provided herein, Lessor shall be responsible for the maintenance and repair of the Premises.

8.2 Common Area. Lessor shall keep and maintain the Common Area in a neat, clean, and orderly condition (which shall include daily janitorial service), properly lighted and landscaped, and shall repair any damage to the facilities thereof, subject to Paragraph 20. Such maintenance shall comply with the standards set forth in Exhibit "G."

8.3 Exclusive Building Area.

8.3.1 Lessee shall, at Lessee's sole cost and expense, keep, maintain and repair its Exclusive Building Area in good condition and sanitary order, ordinary wear and tear excepted. Such maintenance shall comply with the standards set forth in Exhibit "G."

8.3.2 Lessee shall be responsible for the payment of all proper charges for water, gas, heat, electricity, power, telephone service and all other services or utilities for which Lessee is billed separately by the providers of such services or utilities used in, upon or about Lessee's Exclusive Building Area during the term of this Lease.

8.4 Train Yard. Lessee shall keep, maintain and repair the Train Yard in good condition and sanitary order, ordinary wear and tear excepted, including without limitation any required relamping and routine repairs to lighting fixtures on the passenger platform canopies, and the maintenance and repair of trackage (excluding the continuity track); provided, however, that Lessee's obligation under this paragraph shall terminate in the event that another operator assumes responsibility for the maintenance of the Train Yard and related facilities.

9. Liens.

9.1 Lessee shall pay the full cost for all materials adjoined or affixed by Lessee to the Premises and shall pay in full all persons who perform labor for and at Lessee's sole request upon said Premises and will not suffer any mechanics' or materialmen's liens of any kind to be enforced against the Premises or Lessor for any work done or materials furnished at the sole instance or request of Lessee. In the event any such liens are filed, Lessee agrees to remove the same at its sole cost and expense by payment or by means of a valid lien release bond and to pay any judgment which may be entered thereon or thereunder. Should Lessee fail, neglect or refuse to do so, Lessor shall have the right to pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any

judgment entered therein, and Lessee shall be liable to Lessor for all costs, damages and reasonable attorneys fees, and any amounts expended in defending any proceedings or in payment of any such liens or any judgment obtained therefor.

9.2 Lessor waives any and all rights it has or may hereafter have to a lien or right of distraint upon or with respect to any of Lessee's personal property situated or to be situated on the Premises. Upon request of Lessee, Lessor shall execute such documents as Lessee may request to confirm such waiver.

10. Arbitration.

In the event of any dispute between the parties hereto concerning the interpretation, performance, or enforcement of this Lease, such dispute shall be submitted to a three-person arbitration panel composed of one person selected by each party and a neutral arbitrator chosen by agreement of the party-selected arbitrators from a list of approved arbitrators provided by the American Arbitration Association ("AAA"). The party initiating the arbitration shall notify the other party of its arbitrator. The other party shall have twenty (20) calendar days after receipt of such notice in which to select its arbitrator. If such other party does not select an arbitrator within such period, AAA shall select the arbitrator, who shall thereafter be regarded as such party's selected arbitrator. If the party-selected arbitrators fail to agree upon a neutral arbitrator after the submission of three lists by AAA, then AAA shall select the neutral arbitrator. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the AAA, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

11. Alternate Facilities.

In the event Lessor exercises its right under Paragraph 3.5 or under the conditions described under paragraph 21, Lessor shall make available alternate facilities on the following conditions:

a) The alternate facilities and locations shall provide equal or better operational efficiency and utility as Lessee's then current facilities and locations; and

b) Lessor shall bear all costs of relocating Lessee's facilities and operations, including all costs of acquiring and/or constructing the alternate facilities; provided, however, that if the facility at issue is the mail dock situated on the east side of the Train Yard, i) Lessee shall bear all costs of constructing the alternate facility and of relocating the facility and operations, and ii) Lessor shall bear all costs of providing a reasonably suitable location on which the alternate facility can be constructed; and

c) Lessee shall have the right to approve Lessor's plans, prior to implementation, for reducing the area of the Premises and/or relocating Lessee's facilities, which approval shall not be unreasonably withheld. Such approvals or disapprovals shall be in writing and shall be delivered to Lessor within forty-five (45) days of the receipt by Lessee of a plan of a proposed relocation or area reduction. Should Lessee fail to deliver a written approval or disapproval within said forty-five days, Lessee shall be deemed to have approved Lessor's relocation plans as submitted.

d) The provision of any such alternate facilities shall cause an adjustment in the Base Rent and Lessee's Percentage of Common Area Expenses to reflect any net change in the area of the alternate Premises compared to the current Premises.

12. Development Over the Train Yard.

Lessor's development plans encompass future building construction on a structural deck above the existing Train Yard requiring the installation of pillars, footings, foundations and other structures within and under the Train Yard. In developing its plans and carrying out such construction, Lessor shall take every reasonable measure to avoid delays in train movement or interference with Lessee's train operations or passenger flow. Lessee acknowledges that it may be required to reconfigure track and track appurtenances and provide temporary track facilities in connection with such construction. Lessor shall not undertake any construction within the space between track level and twenty-five (25'0") above top of rail, and Lessee shall not be required to reconfigure track or track appurtenances, or provide temporary track facilities without the prior written approval of Lessee, which approval shall not be unreasonably withheld or delayed. All costs reasonably incurred by Lessee in connection with the timely and responsive review and implementation of Lessor's development plans shall be paid or reimbursed by Lessor, but only to the extent that those costs are similar in nature to costs that would be paid or reimbursed by a public agency that is repairing or constructing a highway bridge over a right-of-way owned by Lessee.

Lessor acknowledges it is responsible for providing adequate ventilation within the Train Yard for railway equipment using internal combustion engines and for Lessee's passengers and employees. Development above the Train Yard shall provide not less than 25'-0" clearance above top of rail and necessary ventilation to remove products of combustion and rejected heat from the Train

Yard. Such development shall also maintain a minimum horizontal clearance of 8'-0" between the edge of passenger platforms and all elements used to support the structural deck. Columns located adjacent to tracks shall comply with California statutory requirements, but in no event shall be positioned closer than 8'-6" from track centerlines.

Track areas located under the structural deck without natural light shall be artificially illuminated by Lessor to an average of 3.0 foot candles. Passenger platforms shall be illuminated to an average of 10.0 foot candles. Lessee may, following Lessor's prior written approval, add additional lighting.

13. Consultation with Lessee.

Lessor agrees promptly to advise Lessee concerning the planning of (i) any development or redevelopment project within the Premises, (ii) any development or redevelopment project within the Terminal which would materially affect Lessee's operations, and (iii) the installation of any rail improvements, or other public transportation facilities, within the Terminal which would affect Lessee's operations. Lessor shall not seek approval of such plans by public agencies or authorities having competent jurisdiction, nor undertake any construction pursuant to such plans, until such plans have been approved by Lessee, which approval shall not be unreasonably withheld. In the event that such approval or disapproval (which in the case of a disapproval shall be accompanied by a written statement of the grounds therefor) is not received by Lessor within forty-five (45) days after Lessor's request for approval, Lessee shall be conclusively deemed to have given its approval of such plans. Lessor shall have no obligation to advise, or obtain

approval from, Lessee for development or redevelopment projects or the installation of rail improvements or other public transportation facilities which are neither within the Premises nor materially affect Lessee's operations. Lessee agrees to consult with and furnish information to Lessor concerning its anticipated requirements in order to assist Lessor in the planning of the construction or other preparation by Lessor of alternate or temporary facilities for Lessee.

14. Insurance.

14.1 General. All insurance required to be carried by Lessee hereunder shall be issued by responsible insurance companies acceptable to Lessor and the holder of any deed of trust secured by any portion of the Premises (hereinafter referred to as a "Mortgagee"). All policies of insurance provided for herein shall be issued by insurance companies with general policyholder's rating of not less than A and a financial rating of not less than Class X as rated in the most current available "Best Insurance Reports". Each policy shall name Lessor and at Lessor's request any Mortgagee as an additional insured, as their respective interests may appear. Lessee shall deliver duplicate originals of all policies to Lessor, evidencing the existence and amounts of such insurance, within ten (10) days from the date of execution hereof (Lessee may deliver certificates of such insurance in lieu of duplicate originals of policies, provided that such certificates shall in Lessor's sole judgment provide clear and unambiguous evidence of the existence and amounts of such insurance). Failure to make such delivery shall constitute a material default by Lessee under this Lease. All policies of insurance delivered to Lessor must contain a provision that the company

writing said policy will give to Lessor not less than thirty (30) days notice in writing in advance of any modification, cancellation or lapse or reduction in the amounts of insurance. All public liability, property damage and other casualty insurance policies shall be written as primary policies, not contributing with, and not in excess of coverage which Lessor may carry. Lessee shall furnish Lessor with renewals or "binders" of any such policy at least thirty (30) days prior to the expiration thereof. Lessee may carry such insurance under a blanket policy provided such blanket policy expressly affords the coverage required by this Lease by Lessor's protective liability endorsement or otherwise.

14.2 Casualty Insurance. At all times during the term hereof, Lessee shall maintain in effect policies of casualty insurance covering (i) all of Lessee's improvements in, on or to the Premises (including any furnishings, and any alterations, additions or improvements as may be made by Lessee), and (ii) trade fixtures, merchandise and other personal property of Lessee from time to time in, on or upon the Premises. Such policies shall include coverage in an amount not less than one hundred percent (100%) of the actual replacement cost thereof from time to time during the term of this Lease. Such policies shall provide protection against any peril included within the classification "Fire and Extended Coverage," against vandalism and malicious mischief, against theft unless waived in writing by Lessor, against sprinkler leakage, against earthquake sprinkler leakage unless waived in writing by Lessor, and against flood damage unless waived in writing by Lessor (and including cost of demolition and debris removal). Replacement cost for purposes hereof shall be determined by an accredited appraiser selected by

Lessor or otherwise by mutual agreement. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth in Paragraph 20, the proceeds under (i) above shall be paid to Lessor, and the proceeds under (ii) above shall be paid to Lessee.

14.3 Liability Insurance. Lessee shall at all times during the term hereof at its own cost and expense obtain and continue in force bodily injury liability and property damage liability insurance adequate to protect Lessor against liability for injury to or death of any person resulting from the activities of Lessee in, on or about the Premises or with the use, operation or condition of the Premises by Lessee. Such insurance at all times shall be in an amount of not less than Fifty Million Dollars ($50,000,000) for injuries to persons in one accident, not less than Two Million Dollars ($2,000,000) for injury to any one person and not less than One Million Dollars ($1,000,000) with respect to damage to property. The limits of such insurance do not necessarily limit the liability of Lessee hereunder. All public liability and property damage policies shall contain a provision that Lessor, although named as an insured, shall nevertheless be entitled to recovery under said policies for any covered loss occasioned to it, its partners, agents and employees by reason of the negligence of Lessee.

14.4 Workers' Compensation Insurance. Lessee shall also, at all times during the term hereof, and at Lessee's own cost and expense, procure and continue in force workers' compensation insurance with employer liability (coverage B) limits pursuant to the requirements of the California Workers

Compensation Act. Lessee shall make provisions for the payment of Federal Employees' Liability Act benefits, if applicable, in lieu of Workers' Compensation Insurance.

14.5 Waiver of Subrogation. Lessor and Lessee each hereby waives any and all rights of recovery against the other or against the directors, officers, shareholders, partners, employees, agents and representatives of the other, on account of loss or damage of such waiving party or its property, or the property of others under its control, whether or not such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. Lessee shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier(s) that the foregoing mutual waiver of subrogation is contained in this Lease if such notice is required by its insurance carrier(s). The waivers set forth herein shall be required to the extent that same are available from each party's insurer without additional premium; if an extra charge is incurred to obtain such waiver, it shall be paid by the party in whose favor the waiver runs within fifteen (15) days after written notice from the other party.

14.6 Self-Insurance. Lessee shall have the right to self-insure in lieu of maintaining any or all of the insurance specified in this Article 14. In the event that Lessee chooses to so self-insure, it shall deliver a written notice to Lessor stating that it has elected to self-insure in lieu of duplicate original policies or certificates of insurance.

15. Notices.

All notices and demands required or permitted to be given under this Lease by any party to the others shall be in writing and shall be delivered personally or by certified mail, return receipt requested, if to Lessee, addressed to:

Real Estate Department
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002
Attn: Vice President

with a copy to each of the following:

General Superintendent, Western Division
National Railroad Passenger Corporation
800 North Alameda Street
Los Angeles, CA 90012

General Counsel
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

and if to Lessor, addressed to:

Catellus Development Corporation
800 North Alameda Street, Suite 100
Los Angeles, CA 90012
Attn: Vice President

with a copy to each of the following:

Catellus Development Corporation
1065 North PacifiCenter Drive, Suite 200
Anaheim, CA 92806
Attn: Assistant General Counsel

Catellus Development Corporation
1065 North PacifiCenter Drive, Suite 200
Anaheim, CA 92806
Attn: Regional Manager, Asset Management

Any party may by notice to the others specify a different address or party for notice purposes.

16. Defaults and Remedies

16.1 Lessee Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

16.1.1 The vacating or abandonment of the Premises by Lessee, except as otherwise permitted by this Lease.

16.1.2 The failure by Lessee to make any payment of rent, additional rent or any other payment required to be made to Lessor by Lessee hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee.

16.1.3 The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

16.2 Lessor Defaults. The occurrence of the following shall constitute a material default and breach of this Lease by Lessor: If Lessor fails to promptly and fully perform any term, covenant or provision of this Lease and if Lessor shall not in good faith have commenced within thirty (30) days after notice thereof by Lessee to cure such failure and diligently and continuously proceed therewith to completion.

16.3 Remedies. In the event of any default or breach by Lessee or Lessor, the other party may at any time thereafter, with or without further notice or demand, submit the matter for arbitration pursuant to Paragraph 10 of this Lease.

16.4 Due Dates and Interest on Obligations. All sums of money or charges required to be paid by either party under this Lease shall, except where provided to the contrary herein (e.g., rent which shall be payable in the manner provided in Paragraphs 4.1 and 4.3 above), be due and payable thirty (30) days after demand. Unpaid installations of rent and other monetary obligations of either party hereunder shall bear interest from the date due at the rate of one percent (1%) per month.

16.5 Waiver. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Either party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

16.6 Late Charges. Lessee hereby acknowledges that late payment by Lessee to Lessor of rent and other sums due hereunder will cause Lessor to

incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Lessor by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Lessor or Lessor's designee within thirty (30) days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall pay to Lessor a late charge equal to ten percent (10%) per annum, computed on a 360-day basis, of such overdue amount for such period of time as any payment remains delinquent. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of late payment by Lessee. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Lessor from exercising any of the other rights and remedies granted hereunder.

17. Liability

Liability as between Lessor and Lessee arising on and in the Premises shall be determined as follows:

17.1 Lessee agrees to indemnify and save harmless Lessor, irrespective of any negligence or fault of Lessor, its employees, agents or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of any employee, agent, contractor, or servant of Lessee, and for loss of, damage to, or destruction of the property of any such person; but it is expressly understood and agreed that officers, agents, servants,

contractors or employees of Lessor shall not be regarded as employees of Lessee for the purposes of this paragraph 17.1. unless they are being paid directly by Lessee.

17.2 Lessee agrees to indemnify and save harmless Lessor, irrespective of any negligence or fault of Lessor, its employees, agents, contractors or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of any person boarding or alighting from any train operated by or for the account of Lessee (hereinafter "Passenger") in the Train Yard, and for injuries to or death of any other person who may be on or in the Premises in the process of accompanying or meeting a Passenger, and for loss of, damage to, or destruction of the property of any Passenger. For purposes of this paragraph 17.2, any and all persons on board, visiting or servicing privately owned rail cars placed on the Premises by or on behalf of Lessee, shall be deemed to be a Passenger.

17.3 Lessee agrees to indemnify and save harmless Lessor, irrespective of any negligence or fault of Lessor, its employees, agents, contractors or servants, or howsoever the same shall occur or be caused, from any and all liability for loss of, damage to or destruction of any locomotive, rail passenger car or any other property or equipment owned by, leased to, used by, or otherwise in the control, custody or possession of Lessee.

17.4 Lessee agrees to indemnify and save harmless Lessor, irrespective of any negligence or fault of Lessor, its employees, agents, or servants, or howsoever the same shall occur or be caused and notwithstanding the provisions

of paragraph 17.5 hereof, from any and all liability for injury to or death of any person and for loss of, damage to, or destruction of any property, if such injury, death, loss, damage, or destruction arises from and is proximately caused as a result of a collision of a vehicle or a person with a train owned or operated by or for the account of Lessee.

17.5 Lessor agrees to indemnify and save harmless Lessee, irrespective of any negligence or fault of Lessee, its employees, agents, contractors or servants, or howsoever the same shall occur or be caused, from any and all liability for injuries to or death of any person or persons (other than those persons described in paragraphs 17.1, 17.2 and 17.4 hereof) and from any and all liability for loss, damage or destruction to any property (other than property described in paragraphs 17.1, 17.2, 17.3 and 17.4 hereof) which arises from activities conducted by Lessor, its employees, agents or servants.

17.6 Notwithstanding any other provisions of Paragraphs 17.1, 17.2, 17.3, 17.4 and 17.5 hereof, Lessor agrees to indemnify and save harmless Lessee, its employees, agents, contractors or servants, from any and all liability for injuries to or death of any person or persons, and from any and all liability for loss, damage or destruction to any property, which arises from, out of, or in connection with construction performed by or on behalf of Lessor in, on, under, or above the Premises (including construction above the rail yard) except to the extent that such injury, death, loss, damage or destruction results from the negligence of Lessee, its contractors, agents, or employees.

17.7 In case suit shall at any time be brought against either Lessee or Lessor asserting a liability against which the other agrees to indemnify and save harmless the party sued, the indemnifying party shall, at its own cost and expense and without any cost or expense whatever to the party sued, defend such suit and indemnify and save harmless the party sued against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against the party sued; provided, however, that the party sued shall promptly upon the bringing of any such suit against it give notice to the indemnifying party and thereafter provide all such information as may from time to time be requested. Each party shall furnish to the other all such information relating to claims made for injuries, deaths, losses, damage or destruction of the type covered by this paragraph 17 as such other party may from time to time request.

18. Assignment and Subletting

Lessee shall not voluntarily assign, mortgage, sublet, or otherwise transfer all or any part of its leasehold interest without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Any such attempted assignment or subletting without the required consent of Lessor shall be null and void.

19. Retail Services

19.1 General. Subject to the provisions of Paragraph 19.1.2, Lessor and its licensees shall have the exclusive right to provide in the Terminal all retail services and similar revenue-producing services that are carried on entirely within the Terminal or contracted for or purchased within the

Terminal and that are not directly related to Lessee's transportation activities, and to receive all revenues generated by its provision of such services; provided, however, that any such services provided within the Premises shall be coordinated with Lessee, shall be reasonably acceptable to Lessee and shall be located within the Premises at locations mutually agreeable to Lessee and Lessor. The services reserved to Lessor under this Paragraph 19.1 shall include, without limitation, food and beverage services, advertising displays (subject to the provisions of Paragraph 31), periodical sales, lockers, pay telephones, vending machines, car rental concessions, shoeshine stands, specialty retail shops, and other similar services.

19.1.1 Subject to the provisions of paragraph 19.1.2, Lessor, at no cost to Lessee, shall provide the following services within the locations shown on Exhibit "H"; provided, however, that Lessor shall not be obligated hereunder to provide any services which are not then being regularly provided in those of Lessee's stations that have a larger annual passenger count than the Terminal:

(i) Hot and cold drinks, snack foods,newspapers and rental luggage carts, which items may be provided by means of vending machines and which items shall be available to Lessee's invitees twenty-four (24) hours per day, every day;

(ii) Pay telephone service, including credit card telephone service, adequate to satisfy the needs of Lessee's invitees, which service shall be available for the use of Lessee's invitees twenty-four (24) hours per day, every day, provided that the number, type and location of

telephones and the other features of such pay telephone service shall be agreed upon by Lessor and Lessee; and

(iii) Newspapers and periodicals, hot and cold sandwiches and snacks, hot and cold drinks, and car rental services, shall be available to Lessee's invitees between 5:30 a.m. and 10:30 p.m. on weekdays, 7:00 a.m. and 9:00 p.m. on Saturdays and 7:00 a.m. and 10:30 p.m. on Sundays and holidays (or, to the extent such services may not be provided by vending machines or similar means and no reputable vendor is willing to make such services available during such hours on reasonable commercial terms, then during such hours as one or more reputable vendors are willing to make such services available on reasonable commercial terms); and Lessor shall give reasonable consideration to providing such additional services reasonably requested by Lessee. Lessor may, at its option, discharge its obligation to provide the services described above by providing them at a location outside the Premises that is reasonably acceptable to Lessee, provided that Lessor obtains Lessee's prior written consent.

19.1.2 Notwithstanding any other provision of Paragraph 19, Lessee and its licensees may, within Lessee's Exclusive Building Area (and, with respect to subparagraph (a) only, within the areas shown on Exhibit "H"), provide the following services and retain all revenues derived therefrom:

(a) any of the services set forth in Paragraphs 19.1 and 19.1.1, provided that (i) such service is provided within the retail service locations shown in Exhibit "H" and in a manner reasonably consistent with other retail operations at the Terminal, (ii) Lessee shall have first requested in writing that Lessor provide such service and Lessor shall have failed to do so in a manner reasonably satisfactory to Lessee within ninety (90) days after receipt of such request, in which event Lessor shall, for not less than sixty (60) additional days, offer to lease the subject retail service location to Lessee, and (iii) Lessee's right to provide such service at such location shall constitute Lessee's sole remedy in the event that Lessor fails to satisfactorily provide such service. The terms of any such lease for retail commercial space between Lessor and Lessee shall be consistent with those offered by Lessor for comparable retail space at the Terminal, except that (i) the term shall be concurrent with the term of this Lease, and (ii) Lessee may terminate such lease at any time upon thirty (30) days written notice to Lessor.

(b) vending machines, restaurants and mobile or portable food operations, but only to the extent that such are provided in areas used exclusively by Lessee's employees.

(c) transportation of commuter or intercity passengers.

(d) sale of products with the "Amtrak" logo (such as tee shirts and coffee mugs).

(e) sale of beverages and/or food within any first-class passenger lounge that may be provided by Lessee for its patrons.

(f) pay telephones, including credit card telephone service, in the new waiting room referred to in Paragraph 2.1.5 above and in those portions of Lessee's Exclusive Building Area which are not reasonably accessible to the public, such as Lessee's office areas.

19.1.3 Lessor shall not lease space in the Terminal for the operation in such space of a business that would compete with Amtrak's Package Express Service or any similar successor service provided by Amtrak.

19.1.4 Lessor agrees that it will not construct, operate or permit retail or other commercial facilities in the Terminal in such a manner as to make access to or passage through the Premises difficult, or otherwise materially reduce the utility of the Premises to Lessee or to Lessee's invitees.

19.2 Taxicabs. Lessor shall use its reasonable efforts to ensure that reliable and orderly taxicab service is available to satisfy the needs of persons arriving at or departing from the Terminal, such service to be provided at a designated area at or near the ticket vending and baggage processing facilities. If for any reason Lessor fails to arrange for the provision of such taxicab service, Lessee shall so notify Lessor in writing and, if Lessor fails to arrange for provision of such service to Lessee's

reasonable satisfaction, within twenty (20) days of receipt of such notice, then Lessee may at no cost occupy such space at or near the front and/or south side of the Terminal as may be necessary to establish and operate such taxicab service, provided that Lessee shall occupy such space and operate such service, or cause such service to be operated, in a reasonable manner consistent with the operation of a full service rail terminal and commercial complex.

19.3 Public Information Facilities. Lessee shall at its expense operate, maintain and repair the public address system, train information display boards and video monitors; provided that (i) Lessee shall coordinate the scheduling of any such maintenance and repairs with Lessor to the extent reasonably practicable and shall use reasonable efforts to minimize the inconvenience to Lessor, other tenants of the Terminal and their invitees resulting from such maintenance and repairs and, (ii) Lessor shall reimburse Lessee for the cost of repairs in the event that such are caused by the negligence of Lessor, its employees, contractors, or agents. Lessee is hereby authorized to make appropriate announcements about train arrivals, departures, delays and related information over the public address system throughout the Premises and the Exclusive Use Areas. Lessee shall cooperate with Lessor in permitting Lessor to use such system for fire, life safety and emergency purposes only.

20. Damage or Destruction

20.1 Damage. In the event any portion of the Premises or building equipment or systems serving the Premises (collectively, the "damaged

property") is damaged by fire, earthquake, flood, or by any other cause of any kind or nature and the damaged property can, in the opinion of the Lessor's architect, be repaired within ninety (90) consecutive days from the date of commencement of repair, Lessor shall proceed immediately to make such repairs. This Lease shall not terminate, but Lessee shall be entitled to an abatement of rent and additional rent pursuant to Paragraph 20.5 payable during the period commencing on the date of the damage and ending on the date the damaged property is repaired and the Premises are tendered to Lessee. When required by this Article, the architect's opinion shall be delivered to Lessee within thirty (30) days from the date of damage.

20.2 Delay in Repair. If (i) in the opinion of Lessor's architect, damage to the damaged property cannot be repaired within ninety (90) consecutive days from the date of commencement of repair, or (ii) in the opinion of Lessor's architect, the cost of repair will exceed thirty (30%) percent of the replacement cost (exclusive of architectural and engineering fees) of the damaged property; or (iii) Lessor commences but fails to complete repair of the damaged property within the ninety (90) day period, subject to an extension of time if allowed pursuant to paragraph 29, either party may terminate this Lease by notice to the other within twenty (20) days from the date on which the architect's opinion is delivered to Lessee when termination is based on the architect's opinion, and otherwise by such notice within twenty (20) days from the end of the ninety (90) day period, as it may have been extended pursuant to paragraph 29.

20.3 Diligence. In the event neither party exercises its option to terminate this Lease pursuant to paragraph 20.2 hereunder, Lessor shall, with due diligence, repair, alter and restore the damaged property to substantially the same proportionate usefulness, design and construction existing immediately prior to the date of the damage.

20.4 Failure to Repair. Notwithstanding provisions of this Paragraph 20 to the contrary, if Lessor undertakes but fails to repair and restore the damaged property as required by this Paragraph 20 and tender the Premises to the Lessee within one hundred eighty (180) days from the date of the damage, for any reason other than a delay caused by an act or omission of Lessee, either party may terminate this Lease by notice to the other within two hundred (200) days from the date of the damage. In such event, this Lease and the term hereof shall terminate on the date specified in the notice and rent and additional rent shall be apportioned as of the date of the damage and all prepaid rent and additional rent shall be repaid.

20.5 Abatement of Rent. In the event of damage to the Premises described in paragraph 20.1 and Lessor repairs or restores the Premises, the rental and other sums payable hereunder for the period during which such damage, denial, repair or restoration continues shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired. If Lessor elects to make alternate facilities available in accordance with paragraph 11, the rental and other sums payable hereunder shall be abated until such alternate facilities are accepted by Lessee, which shall not be unreasonably withheld. Subject to the provisions of paragraph 17.5, and except for

abatement of rent, if any, Lessee shall have no claim against Lessor for any damage suffered by reason of any such damage, denial, repair or restoration.

21. Condemnation.

21.1 In the event that the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), and such condemnation does not, in Lessee's opinion, unduly interfere with Lessee's reasonable requirements, then this Lease shall be deemed modified so as to exclude from the Premises the part taken or sold and the rental and other sums payable hereunder shall be adjusted in the manner described in paragraph 11.1(d) above. In any other case involving a condemnation, this Lease shall terminate and be of no further force or effect.

21.2 Lessee shall be entitled to a fair and just allocation of any award of damages or compensation made as a result of any condemnation of the Premises, but only to the extent that its actual damages from the condemnation, including damages to its improvements and additions (whether considered severable or non-severable), relocation costs, and loss of business are either separately stated in the damage award, or are included in the measure of damages upon which the award is based. In no event shall Lessee have any claim for the value of an unexpired term of this Lease.

22. Limited Ownership in Alhambra Street.

Lessee acknowledges that Lessor owns an undivided 56% interest in the fee

to that portion of the Terminal situated within Alhambra Street and depicted on Exhibit "B" hereto. Lessor hereby leases to Lessee only its interest and any related rights to such portion of the Terminal.

23. Privately Owned Rail Cars.

Lessee shall have the right to spot privately owned rail cars on the Premises without charge by Lessor against either Lessee or the owner of such cars.

24. Filming.

Lessor and Lessee shall share equally any and all net revenues derived from filming and related activities that (i) make any use of the Common Use Areas and/or the Train Yard for a production that depicts intercity rail passenger service, (ii) make any use of Lessee's Exclusive Building Area, or (iii) are derived from a film production entity that is brought or introduced to Lessor by Lessee. Lessor shall be entitled to all other net revenues derived from filming and related activities conducted on Terminal property owned by Lessor. All filming activities at the Terminal shall be managed by Lessor, subject to such provisions regarding Lessee's operations as Lessee may request from time to time. Lessor and Lessee shall cooperate in an effort to maximize net revenues from filming and related activities. In any circumstance where either Lessor or Lessee shall provide special equipment or personnel for a particular filming activity, then either or both of them may enter a separate agreement with the film production entity for the provision of same and shall be entitled to receive all revenues related specifically thereto. All proposed filming activity on the Premises, including script

review and scheduling, shall require the prior approval of both Lessor and Lessee, which approval shall not be unreasonably withheld or delayed. Lessor shall disburse Lessee's share of net revenue received pursuant to this paragraph 24, together with an itemization of revenue and expenses, at least quarterly. As used in this paragraph, the term "net revenue" shall mean all revenue received from filming activities less all expenses reasonably related to such filming activity including, without limitation, an appropriate portion of the compensation of Lessor's special events coordinator.

25. Parking.

25.1 Lessor shall provide a minimum of eight hundred fifty (850) parking spaces at the Terminal which shall be available for Lessee's passengers, employees, invitees, licensees and guests 24 hours per day, seven days per week at rates which are commercially reasonable and which do not discriminate against intercity passengers. Lessee's employees (the number of which shall be approximately 90) shall be permitted to park at one-half such rates provided such employees (i) purchase monthly parking passes, and (ii) park in areas designated by Lessor for such purpose. Lessor may institute a reasonable system, such as parking stickers, to monitor and control such employee parking at reduced rates. In the event that Lessee so chooses, this subsection 25.1 shall, upon written request of Lessee, be amended by deleting the preceding two sentences. Up to six (6) vehicles owned or leased by Lessee shall be permitted, at any one time, to park at the Terminal in areas other than Lessee's Exclusive Site Area and designated by Lessor at no charge provided such vehicles are properly identified with the "Amtrak" logo.

25.2 Parking within that portion of the Common Areas located on the south side of the station building between Lessee's office space and the restaurant (i.e., the former Trailways bus area) shall be limited to short

term parking for Lessee's patrons and passengers, and shall be so posted and enforced by Lessor. Except as Lessee and Lessor may agree, no other parking shall be permitted in this area, which area shall otherwise be used exclusively for the drop-off and pick-up of Lessee's patrons and passengers.

26. Security.

Lessor shall provide security in the Common Area, which shall include at least one guard on duty at all times that the Common Area are accessible to the public and in the main waiting room even though the eastern half of said main waiting room is currently within Lessee's Exclusive Building Area. The cost and expense of providing such security shall be a Common Area Expense pursuant to Paragraph 4.3.1 hereof. Lessee, at its sole cost and expense, shall provide security for that portion of the Premises designated as Lessee's Exclusive Building Area (including, without limitation, the new waiting room to be constructed pursuant to Paragraph 2.1.5) and Exclusive Site Area. Lessee may provide such security through its own forces or, at Lessee's option, by contract with a reputable security service. Security in the Train Yard shall be the responsibility of the operator of the Train Yard which, as of the Effective Date, is Lessee. Lessor, at its sole cost and expense, may provide security, to the extent it elects to do so, for those portions of the Terminal that are not part of the Premises. Lessor and Lessee agree, to the extent reasonable, to maximize the coordination, communication and cooperation between their security personnel.

27. Labor Agreements.

In connection with carrying out their obligations under this Lease,

neither party shall be obligated to violate or incur penalties or other costs under the terms of any then current labor agreements between such party and any labor organization representing its employees.

28. Estoppel Certificates.

28.1 Obligation. Lessee and Lessor shall at any time upon not less than thirty (30) days' prior written notice from the other party execute, acknowledge and deliver to such other party a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the acknowledging party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser, encumbrancer, subtenant, or user of the Premises.

28.2 Effect of Failure to Deliver. A party's failure to deliver such statement within such time shall be conclusive upon such party (i) that this Lease is in full force and effect, without modification except as may be represented by the party requesting such statement, (ii) that there are no uncured defaults in such party's performance, and (iii) that not more than one month's rent has been paid in advance.

29. Force Majeure - Unavoidable Delays.

In the event that the performance of any act required by this Lease to be

performed by either Lessor or Lessee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, inclement weather, or any other cause, except financial inability, not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this paragraph shall excuse the prompt payment of rent by Lessee as required by this Lease or the performance of any act rendered difficult solely because of the financial condition of the party, Lessor or Lessee, required to perform the act.

30. Lessor's Access.

Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part as Lessor may deem necessary or desirable and do not unreasonably interfere with Lessee's use of the Premises. Exclusive Building Areas which are normally kept locked by Lessee and secure areas such as offices and the baggage rooms, shall not be entered unless accompanied by an authorized representative of Lessee, except in case of emergency.

31. Signs.

Subject to Lessor's prior written approval, which shall not be

unreasonably withheld or delayed, Lessee may place in the Terminal signs and other advertising displays related solely to Lessee's business. The parties shall endeavor to develop a set of signage and graphic standards for the Terminal. At the entrances to the Terminal and/or the station building, Lessee may erect at its sole cost one or more signs depicting the "Amtrak" logo, subject to Lessor's approval as to the design and location of such signs.

32. Subordination and Attornment.

32.1 Subordination. This Lease, at Lessor's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation or security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. In the event of such subordination, Lessor shall provide Lessee with a written undertaking from the superior ground lessor, mortgagee or holder of deed of trust, hypothecation or other security, as the case may be, confirming that Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee or ground Lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Lessee, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

32.2 Attornment. If any proceeding is brought for default under any ground or underlying lease to which this Lease is subject, or in the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust made by Lessor covering the Premises, Lessee shall attorn to the successor upon any such foreclosure or sale and recognize that successor as Lessor under this Lease, provided such successor expressly agrees in writing to be bound to all future obligations under the terms of this Lease, and, if so required, Lessee shall enter into a new lease with that successor on the same terms and conditions as are contained in this Lease (for the unexpired term of this Lease then remaining).

32.3 Further Documents. Lessee agrees to execute any documents required to effectuate such an attornment, subordination, or making of this Lease prior to the lien of any such mortgage, deed of trust or ground lease, as the case may be. Lessee's failure to execute such documents within thirty (30) days after written demand shall be conclusive upon Lessee that this Lease is subordinated to or prior to the lien of any such mortgage, deed of trust or ground lease, as the case may be.

33. Quiet Enjoyment.

Lessor covenants, warrants and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein, and that Lessee on paying the rent and performing the covenants and provisions hereof shall peaceably and quietly have, hold and enjoy the Premises during the term and any extension hereof.

34. Easements.

Lessor reserves to itself the right from time to time, to grant such easements, rights and dedications as Lessor deems necessary or desirable, and to cause the recordation of parcel maps and restrictions, so long as such easements,rights, dedications, maps and restrictions do not interfere with the use of the Premises by Lessee. Lessee shall sign any of the aforementioned documents upon request of Lessor.

35. General Provisions.

35.1 Whenever a singular number is used in this Lease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, or association.

35.2 The headings or titles to paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

35.3 This instrument contains all of the agreements and conditions made between the parties with respect to the issues addressed herein, and may not be modified orally or in any other manner than by agreement in writing signed by all parties to this Lease.

35.4 Time is of the essence of each term and provision of this Lease.

35.5 Subject to Paragraph 18, all the covenants and obligations of the parties hereunder shall bind their successors and assigns whether or not expressly assumed by such successors and assigns.

35.6 Except as may be otherwise expressly provided herein, all covenants and obligations to be performed by Lessee under any of the terms of this Lease shall be performed by Lessee at its sole cost and without any abatement of rent.

35.7 Where the consent or approval of a party is required, such consent or approval shall not be unreasonably withheld or delayed or conditioned upon the payment of any sum of money.

35.8 All exhibits and addenda, if any, attached hereto, constitute an integral part of this Lease.

35.9 Pursuant to 45 U.S.C. §546(d), this Lease and the parties' rights and obligations thereunder shall be governed by the laws of the District of Columbia.

35.10 This lease may be executed in any number of counterparts, each of which shall be deemed an original.

35.11 The invalidity of any provision of this Lease as determined by an arbitration tribunal or by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

35.12 Lessor and Lessee each warrants to the other that it has not dealt with any real estate broker, and to its knowledge no broker initiated or participated in the negotiation of this Lease, submitted or showed the Premises to Lessee or is entitled to any commission in connection with this Lease. Each party agrees to indemnify and hold the other harmless from all damages, costs and expenses, including reasonable attorneys' fees, incurred as a result of a breach of this warranty.

36. Prior Lease.

36.1 Termination. This Lease supersedes and terminates that certain lease, dated March 25, 1977, as amended (the "1977 Lease"), between Catellus Development Corporation (formerly Santa Fe Pacific Realty Corporation), successor in interest to Los Angeles Union Passenger Terminal, as lessor, and Lessee, as lessee. The termination of such lease shall not release Lessor or Lessee from any liability or obligation under the lease, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the Effective Date, or any obligation which must necessarily be performed after the expiration or termination of the lease. Except as specifically provided in Paragraph 36.2, nothing herein contained shall constitute a waiver by Lessor or Lessee of any default of the other party now existing or which may arise under such lease prior to the Effective Date, or prevent Lessor or Lessee from exercising any of its lawful remedies with respect thereto under the 1977 Lease or according to law.

36.2 Deferred Maintenance. Lessee agrees to reimburse Lessor for a portion of the costs incurred and to be incurred by Lessor to make certain repairs and perform other maintenance within the Terminal. Accordingly,

Lessee shall pay to Lessor in cash and within fifteen (15) days of the execution of this Lease the sum of $250,000. In addition, Lessee agrees that for calendar year 1992 only the statement of estimated Common Area Expenses, submitted in accordance with Paragraph 4.3.2.2, shall be increased by the sum of $100,000 over the amount which such statement otherwise would have been pursuant to said Paragraph 4.3.2.2; provided however, that such $100,000 shall be disregarded for the purposes of the last sentence of Paragraph 4.3.2.3. Lessor hereby waives any claim against Lessee to seek additional compensation or reimbursement for costs incurred by Lessor or to be incurred by Lessor in performing repairs and/or maintenance which should have been performed or reimbursed by Lessee pursuant to Sections 7, 8, and 12(a) of the 1977 Lease. Lessor and Lessee agree that the provisions of Section 12(b) of the 1977 Lease shall apply only to improvements that are not located on the Premises (as defined herein) and all other improvements made by Lessee shall continue as Lessee's property and may remain on the Premises.

36.3 Subleases. Lessee hereby assigns to Lessor, as of the Effective Date, all existing subleases under the prior lease. Lessee shall give written notice of this assignment to all such sublessees promptly following the execution hereof in the form attached hereto as Exhibit "I". Lessee represents that all existing subleases are listed on the schedule attached as Exhibit "J".

37. Hazardous Materials; Environmental Compliance.

(a) Neither Lessor nor Lessee shall cause or authorize any Hazardous

Material, as hereinafter defined, to be brought upon, generated, stored, used, handled or disposed of in, on, under or about the Premises except such Hazardous Material as is necessary for such party's business and will be used, handled, stored and disposed of in a manner that complies with all applicable laws regulating such Hazardous Material and disclosed in accordance with the provisions hereof.

(b) At the commencement of the term of this Lease, and on or before January 15 of each year thereafter ("Disclosure Dates"), including the year after the termination of this Lease, Lessee shall, upon written request from Lessor, disclose to Lessor in writing the names and amounts of all Hazardous Materials, which are known by Lessee to have been generated, stored, used or disposed of, by Lessee or its contractors or agents, in, on, or about the Premises prior to the Disclosure Date, or which Lessee, or its contractors or agents, intends to generate, store, use or dispose of in, on or about the Premises, for the year prior to and after each Disclosure Date. Each party shall immediately notify the other party in writing of, and provide a copy of, any notices of violation or investigation received by such party from any governmental agency pertaining to Hazardous Materials in, on, or about the Premises.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste, which if discharged, leaked or emitted into the atmosphere, the ground, or any body of water, does or may pollute or contaminate the same, or adversely affect (a) the health or safety of persons, whether on the Premises or elsewhere, (b) the condition, use or enjoyment of

the Premises or any other real or personal property, whether on the Premises or elsewhere, or (c) the Premises or any of the improvements thereto or thereon, including, but not limited to, substances, materials, and wastes now or hereafter regulated by any local governmental authority, the State of California or any federal agency. The following are included among the substances that may be subject to these provisions: paint and solvents, petroleum-based fuels and products, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, PCBs and asbestos.

(d) If the presence of any Hazardous Material in, on or about the Premises caused or authorized by either Lessor or Lessee results in any unlawful contamination of the Premises, such party shall promptly, with the other party's prior approval, take all actions at its sole expense as are necessary to remediate the Premises to the satisfaction of the governmental agency or agencies having jurisdiction thereof. A party's approval of such actions shall not be unreasonably withheld.

(e) From time to time, upon either party's request, the other party shall deliver to the requesting party, in writing and in a form reasonably satisfactory to the requesting party, evidence of its compliance with the provisions of this Section. In any event, Lessee shall allow Lessor reasonable access to the Premises for the purpose of inspection and/or testing.

(f) If either party breaches the obligations stated in this Section, or if the presence of Hazardous Material on the Premises caused or authorized by

such party results in unlawful contamination of the Premises, or if contamination of the Premises otherwise occurs for which such party is legally liable to the other party for damage resulting therefrom, then such party shall indemnify, defend and hold the other party harmless from any and all claims, liabilities, judgments, damages, penalties, fines, costs, and losses (including, without limitation, diminution in value of the Premises, damages for the loss of or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term as a result of such contamination. This indemnification includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Premises.

38. Passenger Service Carts. Lessee shall, except during unusual circumstances, confine its passenger service carts to (i) the passenger pick-up/drop-off area west of Lessee's ticket office, (ii) Lessee's Exclusive Site Area and Exclusive Building Area, (iii) the vicinity of the boarding gates north of Lessee's ticket office, (iv) the passenger tunnel, and (v) the Train Yard. If a passenger service cart is ever required at the former main entrance to the station (i.e., at the western end of the station building), such cart shall not use the main waiting room to travel to or from such entrance. The purpose of the passenger service carts is for special

assistance to the handicapped, elderly, families with small children and other patrons at Lessee's discretion and not for the general use of Lessee's patrons. As increased commuter rail operations impact the passenger tunnel, the passenger service cart operations within the tunnel shall be reevaluated by Lessor, Lessee, and the commuter rail operator(s). The parties shall endeavor to minimize passenger flow conflicts within the tunnel and seek alternative means of access to the platforms.

IT WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the date and year first above written.

CATELLUS DEVELOPMENT CORPORATION
a Delaware corporation

By _____

Its V.P. ASSET MGT.

NATIONAL RAILROAD PASSENGER CORPORATION

By _____

Its Vice President Real Estate and Operations Development

FORM APPROVED
Date 12 Aug 91
Sig
LAW DEPARTMENT

1405L/79

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CATELLUS DEVELOPMENT CORPORATION
a Delaware corporation

By _____

Its V.P. ~~ASSET MGT~~

NATIONAL RAILROAD PASSENGER CORPORATION

By _____
Vice President Real Estate
Its and Operations Development

FORM APPROVED
Date 12 Aug 91
By _____
LAW DEPARTMENT

1405L/79

APPROVED AS TO FORM

_____
Assistant General Counsel

SCHEDULE OF EXHIBITS

A. Legal Description

B-1. Depiction of Premises

B-2 Calculation of Square Footages

C. [Reserved]

D. Common Area Expenses

E. Expenses

F. Costs Which Do Not Qualify as Expenses or Common Area Expenses

G-1. Maintenance Standards - Common Areas

G-2 Maintenance Standards - Exclusive Use Areas

H. Depiction of Retail Service Locations

I. Notice to Subtenants

J. Schedule of Subleases

Order No: 9019580 - 64

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE AS TO PARCELS 1 THROUGH 6, 8, 9 AND 10 AN EASEMENT AS TO PARCEL 7

2. Title to said estate or interest at the date hereof is vested in:

SEE ATTACHED EXHIBIT - VESTED IN

3. The land referred to in this report is situated in the State of California, County of LOS ANGELES and is described as follows:

AS DESCRIBED IN EXHIBIT ATTACHED HERETO

EXHIBIT (VESTED IN)

SANTA FE PACIFIC REALTY CORPORATION, A DELAWARE CORPORATION, AS TO PARCELS 1, 2, 3, 4, 6 AND 7 A 56 PERCENT INTEREST IN PARCEL 5, A 23 PERCENT INTEREST IN PARCEL 8 AND A 23 PERCENT INTEREST IN PARCEL 9

SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, AS TO A 44 PERCENT INTEREST IN PARCEL 8, 9, AND 10.

THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION, AS TO A 33 PERCENT INTEREST IN PARCELS 8, 9 AND 10.

UNION PACIFIC RAILROAD COMPANY, A UTAH CORPORATION, A 23 PERCENT INTEREST IN PARCEL 10

LOS ANGELES COUNTY TRANSPORTATION COMMISSION, A COUNTY TRANSPORTATION COMMISSION EXISTING UNDER THE AUTHORITY OF SECTION 130050 ET SEQ. OF THE CALIFORNIA PUBLIC UTILITIES CODE, AS TO A 44 PERCENT INTEREST IN PARCEL 5

DESCRIPTION

PARCEL 1:

THOSE PORTIONS OF TRACT NO. 10151, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF THE "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D," IN SAID CITY, COUNTY, AND STATE AS PER MAP RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF THE PESCHKE TRACT, IN SAID CITY, COUNTY, STATE AS PER MAP RECORDED IN BOOK 31 PAGE 45 OF MISCELLANEOUS RECORDS IN SAID RECORDER'S OFFICE, TOGETHER WITH THOSE PORTIONS OF THE "SUBDIVISION OF THE ALISO TRACT," IN SAID CITY, COUNTY, AND STATE, AS PER MAP RECORDED IN BOOK 4 PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, AND TOGETHER WITH THOSE PORTIONS OF THE CITY LANDS, IN SAID CITY, COUNTY, AND STATE AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDER'S OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF MACY STREET (80.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 10151, DISTANT NORTHWESTERLY 23.18 FEET FROM THE MOST NORTHERLY CORNER OF LOT B OF SAID TRACT NO. 10151, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED AUGUST 28, 1936 AS INSTRUMENT NO. 5 IN BOOK 14393 PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE AND ITS NORTHWESTERLY PROLONGATION TO THE EASTERLY LINE OF LOT 1 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTHERLY LINES OF LOTS 1 TO 5 INCLUSIVE OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D AND IT'S PROLONGATIONS THEREOF THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 5 TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT A OF SAID TRACT NO. 10151; THENCE ALONG SAID PROLONGATION TO THE MOST EASTERLY CORNER OF LOT A OF SAID TRACT NO. 10151; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LOT A NORTH 71 DEGREES 03 MINUTES 10 SECONDS WEST 1122.04 FEET TO THE MOST NORTHERLY CORNER THEREOF; THENCE ALONG THE NORTHWESTERLY LINES OF LOTS 1, 2 AND A OF SAID TRACT NO. 10151, SOUTH 10 DEGREES 07 MINUTES 30 SECONDS WEST 1125.78 FEET TO THE NORTHWEST CORNER OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY SUPERIOR COURT CASE NO. C416021 A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, AS DOCUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY BOUNDARIES OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN SAID FINAL ORDER OF CONDEMNATION, AS FOLLOWS: SOUTH 34 DEGREES 58 MINUTES 55 SECONDS EAST 9.90 FEET, SOUTH 10 DEGREES 01 MINUTES 05 SECONDS WEST 6.92 FEET, SOUTH 79 DEGREES 58 MINUTES 55 SECONDS EAST 13.38 FEET, SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 109.08 FEET, THROUGH CENTRAL ANGLE OF 45 DEGREES 34 MINUTES 36 SECONDS, AN ARC DISTANCE OF 86.77 FEET, SOUTH 34 DEGREES 24 MINUTES 19 SECONDS EAST 41.39 FEET, SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 150.92 FEET, THROUGH CENTRAL ANGLE OF 43 DEGREES 43 MINUTES 13 SECONDS, AN ARC DISTANCE OF 115.16 FEET; SOUTH 78 DEGREES 07 MINUTES 32 SECONDS EAST 332.05 FEET, EASTERLY ALONG A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 998.92 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 38 MINUTES 16 SECONDS, AN ARC DISTANCE OF 28.56 FEET, TO A LINE PARALLEL WITH AND DISTANT EASTERLY 590.58 FEET, MEASURED AT RIGHT ANGLES FROM THE WESTERLY LINE OF SAID LOT 2, NORTH 10 DEGREES 01 MINUTES 05 SECONDS EAST 0.99 FEET, EASTERLY ALONG A NON-TANGENT CURVE CONCAVE

NORTHERLY AND HAVING A RADIUS OF 970.00 FEET, THROUGH CENTRAL ANGLE OF 10 DEGREES 04 MINUTES 26 SECONDS, AN ARC DISTANCE OF 170.55 FEET, EAST 140.00 FEET AND EASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 4330.00 FEET, THROUGH CENTRAL ANGLE OF 03 DEGREES 53 MINUTES 32 SECONDS AN ARC DISTANCE OF 294.15 FEET TO THE WESTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED APRIL 12, 1937 AS INSTRUMENT NO. 1137 IN BOOK 14861 PAGE 261 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND ITS PROLONGATION THEREOF TO A LINE THAT IS PARALLEL WITH AND DISTANCE 1239.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 10151; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE MOST WESTERLY CORNER OF THE LAND AS DESCRIBED IN PARCEL 2 IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED DECEMBER 28, 1945, AS INSTRUMENT NO. 1224 IN BOOK 22651 PAGE 63 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 2 IN SAID LAST MENTIONED DEED TO THE CITY OF LOS ANGELES TO THE MOST NORTHERLY CORNER THEREOF; THENCE NORTHEASTERLY ALONG THE CONTINUATION OF SAID LAST MENTIONED NORTHWESTERLY LINE TO THE MOST WESTERLY CORNER OF LAND AS DESCRIBED IN PARCEL 1 OF SAID LAST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 1 IN SAID LAST MENTIONED DEED TO THE CITY OF LOS ANGELES TO THE MOST SOUTHERLY CORNER OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE NORTHERLY AND SOUTHWESTERLY ALONG THE NORTHWESTERLY LINES OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES, TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF MACY STREET (80.00 FT WIDE) AS SHOWN ON SAID TRACT NO. 10151, DISTANT NORTHWESTERLY 23.18 FEET FROM THE MOST NORTHERLY CORNER OF LOT B OF SAID TRACT NO. 10151, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED AUGUST 28, 1936, AS INSTRUMENT NO. 5 IN BOOK 14393 PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWESTERLY LINE OF LOT 4 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D); THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO A LINE THAT IS PARALLEL WITH AND DISTANT 1239.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF ALAMEDA STREET (96.00 FEET) AS SHOWN ON SAID TRACT NO. 10157; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF LOT 8 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO DEC'D; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 8, 9, 10, 11 AND 12 OF SAID SUBDIVISION OF PART OF THE ESTATE OF YNUARIO DEC'D TO AND ALONG THE SOUTHWESTERLY LINE OF LOT 5 OF SAID TRACT NO. 10151 TO THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 1 IN THE DEED TO THE CITY OF LOS ANGELES RECORDED DECEMBER 28, 1945 AS INSTRUMENT NO. 1224 IN BOOK 22651 PAGE 63 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID NORTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES, TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS

DESCRIPTION

RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND TOGETHER WITH THAT PORTION OF LOT 5 OF THE "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D", IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, BEING THAT PORTION OF MACY (80.00 FEET WIDE) AS DESCRIBED IN THE DEEDS TO THE CITY OF LOS ANGELES, RECORDED APRIL 14, 1875, IN BOOK 34 PAGE 434 OF DEEDS, RECORDED MAY 15, 1897 AS INSTRUMENT NO. 36 IN BOOK 1160 PAGE 221 OF DEEDS, AND RECORDED MAY 18, 1897, AS INSTRUMENT NO. 40 IN BOOK 1154 PAGE 287 OF DEEDS, ALL IN SAID RECORDERS OFFICE AND BEING THOSE PORTIONS OF MACY STREET (FORMERLY KNOWN AS AVILA STREET) AS SHOWN AND DEDICATED ON SAID "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D" NOW VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 85810 ON FILE IN CITY CLERKS OFFICE OF SAID CITY MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF THE MACY STREET SUBWAY STRUCTURE AS SHOWN ON PLANS NOS DL-1383 AND DL-1384 ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES SAID SPRINGING LINE BEING LOCATED AT AN ELEVATION OF 280.00 FEET ABOVE THE OFFICIAL DATUM PLANE OF THE CITY OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52222 AND A HORIZONTAL PLANE AT AN ELEVATION OF 327.00 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF AVILA STREET, 60 FEET WIDE, WITH THE SOUTHWESTERLY LINE OF MACY STREET, AS SAID STREETS ARE SHOWN ON MAP OF TRACT NO. 10151, RECORDED IN BOOK 157, PAGES 45, 46 AND 47, OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF MACY STREET, AS SHOWN ON SAID MAP OF TRACT NO. 10151, A DISTANCE OF 436.34 FEET TO THE FACE OF THE WEST PORTAL OF SAID SUBWAY STRUCTURE; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF MACY STREET AND ALONG THE FACE OF SAID WEST PORTAL A DISTANCE OF 80 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MACY STREET AS SHOWN ON SAID MAP OF TRACT NO. 10151; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MACY STREET AS SHOWN ON MAP OF SAID TRACT NO. 10151 A DISTANCE OF 504.50 FEET TO THE FACE OF THE EAST PORTAL OF SAID SUBWAY STRUCTURE; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, ALONG THE FACE OF SAID EAST PORTAL TO SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET AS SHOWN ON SAID MAP OF TRACT NO. 10151; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64 FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF AVILA STREET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID AVILA STREET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THAT SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION OF 280.00 FEET AND THE SOFFIT OF SAID STRUCTURE AS SHOWN ON SAID PLANS.

PARCEL 2:

THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND TOGETHER WITH THAT PORTION OF LOT 5 OF THE "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D", IN SAID CITY, COUNTY AND STATE AS PER MAP RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, BEING THAT PORTION

OF MACY (80.00 FEET WIDE) AS DESCRIBED IN THE DEEDS TO THE CITY OF LOS ANGELES, RECORDED APRIL 14, 1875, IN BOOK 34 PAGE 434 OF DEEDS, RECORDED MAY 15, 1897 AS INSTRUMENT NO. 36 IN BOOK 1160 PAGE 221 OF DEEDS, AND RECORDED MAY 18, 1897, AS INSTRUMENT NO. 40 IN BOOK 1154 PAGE 287 OF DEEDS, ALL IN SAID RECORDERS OFFICE AND BEING THOSE PORTIONS OF MACY STREET (FORMERLY KNOWN AS AVILA STREET) AS SHOWN AND DEDICATED ON SAID "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D" NOW VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 85810 ON FILE IN CITY CLERKS OFFICE OF SAID CITY MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF THE MACY STREET SUBWAY STRUCTURE AS SHOWN ON PLANS NOS DL-1383 AND DL-1384 ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES SAID SPRINGING LINE BEING LOCATED AT AN ELEVATION OF 280.00 FEET ABOVE THE OFFICIAL DATUM PLANE OF THE CITY OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52222 AND A HORIZONTAL PLANE AT AN ELEVATION OF 327.00 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF AVILA STREET, 60 FEET WIDE, WITH THE SOUTHWESTERLY LINE OF MACY STREET, AS SAID STREETS ARE SHOWN ON MAP OF TRACT NO. 10151, RECORDED IN BOOK 157, PAGES 45, 46 AND 47, OF MAPS, RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF MACY STREET, AS SHOWN ON SAID MAP OF TRACT NO. 10151, A DISTANCE OF 436.34 FEET TO THE FACE OF THE WEST PORTAL OF SAID SUBWAY STRUCTURE; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID SOUTHWESTERLY LINE OF MACY STREET AND ALONG THE FACE OF SAID WEST PORTAL A DISTANCE OF 80 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MACY STREET AS SHOWN ON SAID MAP OF TRACT NO. 10151; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MACY STREET AS SHOWN ON MAP OF SAID TRACT NO. 10151 A DISTANCE OF 504.50 FEET TO THE FACE OF THE EAST PORTAL OF SAID SUBWAY STRUCTURE; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, ALONG THE FACE OF SAID EAST PORTAL TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET AS SHOWN ON SAID MAP OF TRACT NO. 10151; THENCE NORTHWESTERLY ALONG SAID PROLONGED LINE 7.64 FEET TO THE SOUTHEASTERLY LINE OF SAID AVILA STREET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF AVILA STREET TO A POINT IN A LINE PARALLEL WITH AND DISTANT 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM SAID SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF MACY STREET; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE TO THE NORTHWESTERLY LINE OF SAID AVILA STREET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

EXCEPTING THAT SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION OF 280.00 FEET AND THE SOFFIT OF SAID STRUCTURE AS SHOWN ON SAID PLANS.

PARCEL 3:

THOSE PORTIONS OF THE R.M. BAKER TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 60 PAGE 11 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE BAUCHET TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE TOGETHER WITH THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT, IN SAID CITY, COUNTY, AND STATE, FILED IN CASE NO. 33773 SUPERIOR COURT, LOS ANGELES COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE 193 OF DEEDS IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF TRACT NO. 183, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 15 PAGE 168 OF MAPS, TOGETHER

DESCRIPTION

WITH THOSE PORTIONS OF THE GARDEN OF FRANK SABICHI ESQ. IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 3 PAGE 9 OF MISCELLANEOUS RECORDS IN SAID RECORDERS OFFICE AND TOGETHER WITH THOSE PORTIONS OF THE CITY LANDS, IN SAID CITY, COUNTY, AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID R.M. BAKER TRACT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINES OF LOTS 3 TO 16 INCLUSIVE OF SAID R.M. BAKER TRACT TO A POINT, SAID BEING DISTANCE THEREON SOUTH 71 DEGREES 03 MINUTES 10 SECONDS EAST 19.35 FEET FROM THE MOST SOUTHERLY CORNER OF LOT 17 OF SAID R.M. BAKER; THENCE NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST 175.95 FEET TO A POINT IN THE NORTHERLY LINE OF LOT 63 OF SAID BAUCHET TRACT, SAID LAST MENTIONED POINT BEING DISTANT THEREON SOUTH 87 DEGREES 20 MINUTES 10 SECONDS EAST 24.03 FEET FROM THE NORTHWEST CORNER OF SAID LOT 63; THENCE CONTINUING NORTH 31 DEGREES 42 MINUTES 00 SECONDS EAST TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF LOT 50 OF SAID BAUCHET TRACT; THENCE ALONG SAID NORTHEASTERLY LINE AND ITS PROLONGATION THEREOF NORTH 48 DEGREES 31 MINUTES 40 SECONDS WEST TO THE MOST NORTHERLY CORNER OF SAID LOT 50; THENCE NORTHEASTERLY ALONG NORTHWESTERLY LINES OF LOTS 30, 31, 32, 33, 47, 48, AND 49 OF SAID BAUCHET TRACT AND IT'S PROLONGATIONS THEREOF TO AND ALONG THE SOUTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DECREE OF DECLARATION OF TAKING ENTERED IN UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF CALIFORNIA, CENTRAL DIVISION CASE NO. 12792-WB CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 30, 1951 AS INSTRUMENT NO. 2857 IN BOOK 37112 PAGE 408 OF OFFICIAL RECORDS OF SAID COUNTY, AND AMENDMENT WAS ENTERED IN SAID CASE NO. 12792-WB CIVIL, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 20, 1963, AS INSTRUMENT NO. 4499 IN BOOK D-2152 PAGE 291 OFFICIAL RECORDS OF SAID COUNTY, TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED AUGUST 6, 1937, AS INSTRUMENT NO. 1103 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ON SAID LAST MENTIONED PROLONGATION TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 50 IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 400042, A CERTIFIED COPY OF WHICH WAS RECORDED SEPTEMBER 16, 1939 AS INSTRUMENT NO. 1179 IN BOOK 14331 PAGE 376 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE AND IT'S PROLONGATIONS THEREOF TO THE SOUTHWESTERLY LINE OF LOT D OF SAID SEPULVEDA VINEYARD TRACT; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED SOUTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF LOT 3 OF SAID GARDEN OF FRANK SABICHI ESQ.; THENCE NORTHWESTERLY AND EASTERLY ALONG THE SOUTHWESTERLY AND NORTHERLY LINES OF SAID LOT 3 TO AN ANGLE POINT IN THE NORTHERLY LINE LOT D OF SAID SEPULVEDA VINEYARD TRACT; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT D TO THE NORTHWEST CORNER OF LOT 1 OF TRACT NO. 27145, AS PER MAP RECORDED IN BOOK 720 PAGES 24 AND 25 OF MAPS, IN SAID RECORDERS OFFICE; THENCE ALONG THE BOUNDARIES OF SAID TRACT NO. 27145 AS FOLLOWS SOUTH 34 DEGREES 41 MINUTES 14 SECONDS EAST 26.13 FEET, SOUTHWESTERLY ALONG A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 554.80 FEET, THROUGH CENTRAL ANGLE OF 16 DEGREES 30 MINUTES 00 SECONDS AN ARC DISTANCE OF 159.77 FEET, SOUTHWESTERLY ALONG A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 532.96 FEET THROUGH CENTRAL ANGLE OF 29 DEGREES 55 MINUTES 13 SECONDS AN ARC DISTANCE OF 278.32 FEET, SOUTH 32 DEGREES 37 MINUTES 56 SECONDS WEST 150.35 FEET, SOUTH 24 DEGREES 51 MINUTES 06 SECONDS WEST 407.96 FEET, SOUTH 40 DEGREES 22 MINUTES 34 SECONDS EAST 272.89 FEET AND SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 40.00 THROUGH CENTRAL ANGLE OF 67 DEGREES 58 MINUTES 25 SECONDS AN ARC DISTANCE OF 47.45 FEET TO THE POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE

OF LOT 9 OF SAID BAUCHET TRACT; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF LOTS 9, 11, 13, 15, 17, 19, 21, 23 AND 25 OF SAID BAUCHET TRACT TO A LINE THAT IS PARALLEL WITH DISTANCE 58.00 FEET WESTERLY MEASURED AT RIGHT ANGLES FROM THAT CERTAIN COURSE AS RECITED IN THE DEED TO THE CITY OF LOS ANGELES RECORDED APRIL 22, 1938 AS INSTRUMENT NO. 999 OF OFFICIAL RECORDS OF SAID COUNTY AS HAVING A BEARING AND LENGTH OF SOUTH 02 DEGREES 58 MINUTES 20 SECONDS WEST 121.58 FEET AND IT'S PROLONGATIONS THEREOF; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE EASTERLY LINE OF LOT 36 OF SAID BAUCHET TRACT; THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOTS 36 AND 54 AND IT'S PROLONGATIONS THEREOF TO AND ALONG THE EASTERLY LINES OF LOTS 1, 2, 3, AND 4 OF SAID R.M. BAKER TRACT TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION OF SAID LAND, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 17 OF SAID BAUCHET TRACT; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF LOTS 13 AND 15 OF SAID BAUCHET TRACT TO THE MOST NORTHERLY CORNER OF SAID LOT 13; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 13 TO THE MOST EASTERLY CORNER OF SAID LOT 13; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINES OF SAID LOTS 13 AND 15 TO A POINT, SAID POINT BEING DISTANCE THEREON 8.63 FEET NORTHEASTERLY FROM THE MOST SOUTHERLY CORNER OF SAID LOT 13; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHEASTERLY LINE OF SAID LOT 17, SAID LAST MENTIONED POINT BEING DISTANCE THEREON 11.99 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 17; THENCE NORTHWESTERLY IN A DIRECT LINE TO A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 17, SAID LAST MENTIONED POINT BEING DISTANCE THEREON 5.44 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE 5.44 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND INCLUDED WITHIN LOT 46 OF SAID BAUCHET TRACT.

TOGETHER WITH THOSE PORTIONS OF BAUCHET STREET (60.00 FEET WIDE) AS SHOWN ON SAID MAP OF BAUCHET TRACT TITLE OF WHICH PASSES WITH LEGAL CONVEYENCE OF SAID LAND.

PARCEL 4:

THOSE PORTIONS OF TRACT NO. 10151, IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF THE "SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D IN SAID CITY, COUNTY, AND STATE, AS PER MAP RECORDED IN BOOK 34 PAGE 90 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE AND TOGETHER WITH THOSE PORTIONS OF THE PESCHKE TRACT, IN SAID, CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 31 PAGE 45 OF MISCELLANEOUS RECORDS IN SAID RECORDERS OFFICE, DESCRIBED AS WHOLE AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF MACY STREET (80.00 FEET WIDE) AS SHOWN ON SAID TRACT NO. 10151, DISTANT NORTHWESTERLY 23.18 FEET FROM THE MOST NORTHERLY CORNER OF LOT B OF SAID TRACT NO. 10151, SAID POINT ALSO BEING THE MOST NORTHERLY CORNER OF THE LAND AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED AUGUST 28, 1936, AS INSTRUMENT NO. 5 IN BOOK 14393 PAGE 61 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY LINE TO THE NORTHWESTERLY LINE OF LOT 4 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO AVILA DEC'D) THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE TO A LINE THAT IS

PARALLEL WITH AND DISTANT 1239.00 FEET EASTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF ALAMEDA STREET (96.00 FEET) AS SHOWN ON SAID TRACT NO. 10151; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE SOUTHWESTERLY LINE OF LOT 8 OF SAID SUBDIVISION OF A PART OF THE ESTATE OF YNUARIO DEC'D; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 8, 9, 10, 11 AND 12 OF SAID SUBDIVISION OF PART OF THE ESTATE OF YNUARIO DEC'D TO AND ALONG THE SOUTHWESTERLY LINE OF LOT 5 OF SAID TRACT NO. 10151 TO THE NORTHWESTERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 1 IN THE DEED TO THE CITY OF LOS ANGELES RECORDED DECEMBER 28, 1945, AS INSTRUMENT NO. 1224 IN BOOK 22651 PAGE 63 OF OFFICIAL RECORDS OF SAID COUNTY, THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID NORTHWESTERLY LINE TO THE MOST SOUTHERLY CORNER OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID HEREINABOVE FIRST MENTIONED DEED TO THE CITY OF LOS ANGELES, TO THE POINT OF BEGINNING.

PARCEL 5:

THOSE PORTIONS OF THE SEPULVEDA VINEYARD TRACT IN THE CITY OF LOS ANGELES, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN CASE NO. 33773 SUPERIOR COURT, LOS ANGELES COUNTY, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 1422 PAGE 193 OF DEEDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THOSE PORTIONS OF TRACT NO. 3801, IN SAID CITY, COUNTY, AND STATE, AS PER MAP RECORDED IN BOOK 40 PAGE 94 OF MAPS, IN SAID RECORDERS OFFICE, TOGETHER WITH THOSE PORTIONS OF THE CITY LANDS, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN SAID RECORDERS OFFICE, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT A OF TRACT 3801, AS PER MAP RECORDED IN BOOK 40 PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE FROM SAID POINT OF BEGINNING NORTH 30 DEGREES 04 MINUTES 15 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT A DISTANCE OF 21.64 FEET TO AN INTERSECTION WITH A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 585.00 FEET, THE RADIAL LINE AT SAID POINT OF INTERSECTION BEARING NORTH 12 DEGREES 43 MINUTES 59 SECONDS WEST, SAID POINT OF INTERSECTION ALSO BEING THE TRUE POINT OF BEGINNING; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 34.81 FEET TO A POINT OF TANGENCY WITH A LINE BEARING SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST, THE RADIAL LINE AT SAID POINT OF TANGENCY BEARING NORTH 9 DEGREES 19 MINUTES 25 SECONDS WEST; THENCE SOUTH 80 DEGREES 40 MINUTES 35 SECONDS WEST A DISTANCE OF 359.74 FEET TO A POINT 52 FEET NORTHERLY MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF ALHAMBRA AVENUE, VACATED; THENCE SOUTH 63 DEGREES 07 MINUTES 30 SECONDS WEST ALONG A LINE 52 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF ALHAMBRA AVENUE, VACATED, A DISTANCE OF 160.00 FEET TO AN ANGLE POINT; THENCE NORTH 89 DEGREES 43 MINUTES 20 SECONDS WEST A DISTANCE OF 80.31 FEET TO A POINT 62.00 FEET NORTHERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID ALHAMBRA AVENUE, VACATED; THENCE SOUTH 83 DEGREES 07 MINUTES 30 SECONDS WEST ALONG A LINE 62.00 FEET NORTHERLY OF AND PARALLEL TO SAID CENTER LINE OF ALHAMBRA AVENUE, VACATED, A DISTANCE OF 127.57 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 593.00 FEET, THE RADIAL LINE AT SAID BEGINNING OF CURVE BEARING NORTH 6 DEGREES 52 MINUTES 30 SECONDS WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18 DEGREES 10 MINUTES 00 SECONDS, AN ARC DISTANCE OF 188.02 FEET; THENCE TANGENT TO SAID CURVE SOUTH 64 DEGREES 57 MINUTES 30 SECONDS WEST 151.33 FEET TO A POINT IN THE WESTERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE SOUTH 46 DEGREES 59 MINUTES 40 SECONDS WEST ALONG

SAID WESTERLY LINE OF DISTANCE OF 59.80 FEET TO THE SOUTHERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE NORTH 83 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY LINE TO THE EASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY LINE OF LOT 1 OF TRACT 27145, AS PER MAP RECORDED IN BOOK 720 PAGES 24 AND 25 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SHOWN AS HAVING A LENGTH OF 498.09 FEET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 BEING A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 543.14 FEET AN ARC DISTANCE OF 265.72 FEET TO THE NORTHWESTERLY LINE OF LOT 10 OF TRACT 10151, AS PER MAP RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID LOT 10 TO THE SOUTHERLY LINE OF ALHAMBRA AVENUE, VACATED; THENCE NORTH 88 DEGREES 07 MINUTES 30 SECONDS EAST ALONG SAID SOUTHERLY LINE AND ITS PROLONGATION THEREOF TO THE WESTERLY BOUNDARY OF THE OFFICIAL BED OF LOS ANGELES RIVER AS ESTABLISHED BY THE CITY OF LOS ANGELES ORDINANCE NO. 287 (O.S.) ON FILE IN THE CITY OF LOS ANGELES CLERK OFFICE; THENCE NORTHERLY ALONG SAID WESTERLY BOUNDARY TO THE NORTHERLY LINE OF ALHAMBRA AVENUE NOW VACATED; THENCE WESTERLY ALONG SAID NORTHERLY LINE TO THE NORTHEASTERLY LINE OF BLOOM STREET NOW VACATED; THENCE NORTH 30 DEGREES 04 MINUTES 15 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID BLOOM STREET VACATED, TO THE EASTERLY INTERSECTION OF THAT CERTAIN CURVE HEREINBEFORE MENTIONED HAVING A RADIUS OF 585.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE TRUE POINT OF BEGINNING.

PARCEL 6:

LOT 24 OF THE BAUCHET TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37 PAGES 29 AND 30 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION OF SAID LOT 24, INCLUDED WITHIN THE LAND AS DESCRIBED IN THE DEED TO WILLIAM L. MAULE AND EDNA H. MAULE RECORDED OCTOBER 15, 1971, AS INSTRUMENT NO. 282 OF OFFICIAL RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF BAUCHET STREET (60.00 FEET WIDE) AND AVILA STREET (60.00 FEET WIDE) BOTH AS SHOWN ON SAID BAUCHET TRACT, TITLE OF WHICH PASSES WITH LEGAL CONVEYANCE OF SAID LAND.

EXCEPT THEREFROM THOSE PORTIONS OF SAID BAUCHET STREET AND AVILA STREET, INCLUDED WITHIN HEREINABOVE DESCRIBED PARCEL 3.

PARCEL 7:

AN EASEMENT FOR ACCESS OVER THOSE PORTIONS OF AUGUSTA STREET, 40 FEET IN WIDTH, AND DATE STREET, 40 FEET IN WIDTH, AS SHOWN IN LOS ANGELES CITY ENGINEER'S FILED BOOK 18210 AT PAGES 26, 27 AND 28, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF SAID DATE STREET WITH SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID AUGUSTA STREET; THENCE ALONG SAID NORTHEASTERLY LINE OF AUGUSTA STREET NORTH 56 DEGREES 13 MINUTES 30 SECONDS WEST 579.45 FEET; THENCE SOUTH 35 DEGREES 14 MINUTES 00 SECONDS WEST 0.01 FEET TO THE SOUTHWESTERLY LINE OF SAID AUGUSTA STREET; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 56 DEGREES 13 MINUTES 30 SECONDS EAST 528.49 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID NORTHWESTERLY LINE SOUTH 48 DEGREES 36 MINUTES 40 SECONDS WEST 49.19 FEET; THENCE

CONTINUING ALONG SAID NORTHWESTERLY LINE SOUTH 42 DEGREES 14 MINUTES 15 SECONDS WEST 89.11 FEET; THENCE SOUTH 47 DEGREES 45 MINUTES 45 SECONDS EAST 40 FEET TO THE SOUTHEASTERLY LINE OF SAID DATE STREET; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 42 DEGREES 14 MINUTES 15 SECONDS EAST 86.88 FEET; THENCE CONTINUING ALONG SAID SOUTHEASTERLY LINE NORTH 48 DEGREES 36 MINUTES 40 SECONDS EAST 98.94 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

THAT PORTION OF THE CITY LANDS, IN THE CITY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 2 PAGES 504 AND 505 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING THAT PORTION OF DATE STREET (FORMERLLY KNOWN AS LOVERS LANE 40.00 FEET WIDE) AS NOW ESTABLISHED BY THE CITY ENGINEER OF SAID CITY, NOW VACATED BY THE CITY OF LOS ANGELES ORDINANCE NO. 85810 ON FILE IN THE CITY CLERKS OFFICE OF SAID CITY, MORE PARTICULARLY DESCRIBED AS A WHOLE AS FOLLOWS:

LYING BETWEEN A HORIZONTAL PLANE LOCATED AT THE SPRINGING LINE OF VIGNES STREET SUBWAY STRUCTURES, AS SHOWN ON PLANS NOS. D-4322 AND D-4323 ON FILE IN THE OFFICE OF THE CITY ENGINEER OF SAID CITY OF LOS ANGELES, SAID SPRINGING LINE BEING LOCATED AT AN ELEVATION OF 282.66 FEET ABOVE THE OFFICIAL DATUM PLANE OF SAID CITY OF LOS ANGELES ADOPTED JULY 1, 1925, BY ORDINANCE NO. 52.222, AND A HORIZONTAL PLANE AT AN ELEVATION OF 329 FEET ABOVE SAID OFFICIAL DATUM PLANE INCLUDED WITHIN THE VERTICAL PROJECTIONS OF THE HEREINAFTER DESCRIBED BOUNDARIES EXCEPTING THAT SPACE BETWEEN SAID HORIZONTAL PLANE AT ELEVATION 282.66 FEET AND THE SOFFIT OF SAID STRUCTURE, AS SHOWN ON SAID PLANS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE CERTAIN PARCEL OF LAND DESCRIBED IN PARCEL A OF DEED TO THE CITY OF LOS ANGELES RECORDED IN BOOK 15200 PAGE 61, OFFICIAL RECORDS OF LOS ANGELES COUNTY, SAID CORNER BEING THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF DATE STREET WITH THE NORTHEASTERLY LINE OF VIGNES STREET; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF DATE STREET A DISTANCE OF 51.94 FEET TO THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN FINAL JUDGMENT HAD IN CASE NO. 400042 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, SAID FINAL JUDGMENT IS RECORDED IN BOOK 14331 PAGE 376, OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHEASTERLY ALONG SAID SOUTHWESTERLY PROLONGATION TO THE NORTHWESTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LAND DESCRIBED IN PARCEL A OF DEED RECORDED IN BOOK 15200, PAGE 61, OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY ALONG SAID NORTHWESTERLY PROLONGATION TO THE POINT OF BEGINNING.

PARCEL 9:

THOSE PORTIONS OF BLOCK D OF THOSE PORTIONS OF THE "SUBDIVISION OF THE ALISO TRACT", IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND A DISTANCE OF 60.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) TO THE EASTERLY LINE OF LOT 9 IN SAID BLOCK D WITH THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES, COUNTY

DESCRIPTION

SUPERIOR COURT CASE NO. C416021, A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987, DOCUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 101.08 FEET TO A POINT; SAID POINT BEING DISTANT THEREON 10.00 FEET NORTHERLY FROM THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY LINE OF LOT 11 IN SAID BLOCK D; THENCE SOUTHWESTERLY ALONG A DIRECT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 11, SAID LAST MENTIONED POINT BEING DISTANT THEREON 70.00 FEET FROM THE SOUTHEAST CORNER OF LOT 9 IN SAID BLOCK D; THENCE EASTERLY ALONG THE SOUTHERLY LINES OF SAID LOTS 9 AND 11, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 9 TO THE NORTHWESTERLY LINE OF SAID BLOCK D THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINES TO SAID HEREINABOVE MENTIONED PARALLEL LINE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

PARCEL 10:

THOSE PORTIONS OF BLOCK D OF THOSE PORTIONS OF THE "SUBDIVISION OF THE ALISO TRACT" IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4 PAGES 12 AND 13 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND A DISTANCE OF 60.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) TO THE EASTERLY LINE OF 9 IN SAID BLOCK D WITH THE NORTHERLY LINE OF THE LAND AS DESCRIBED IN PARCEL 71955-1 (AMENDED) IN THE FINAL ORDER OF CONDEMNATION ENTERED IN THE LOS ANGELES COUNTY SUPERIOR COURT CASE NO. C416021 A CERTIFIED COPY OF WHICH WAS RECORDED MARCH 11, 1987 AS DOCUMENT NO. 87-366265 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHERLY ALONG SAID PARALLEL LINE A DISTANCE OF 101.08 FEET TO A POINT, SAID POINT BEING DISTANT THEREON 10.00 FEET NORTHERLY FROM THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHERLY LINE OF LOT 11 IN SAID BLOCK D; THENCE SOUTHWESTERLY ALONG A DIRECT LINE TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 11, SAID LAST MENTIONED POINT BEING DISTANT THEREON 70.00 FEET FROM THE SOUTHEASTERLY CORNER OF LOT 9 IN BLOCK D; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 11 TO A LINE THAT IS PARALLEL WITH AND DISTANT 1222.00 FEET EASTERLY (MEASURED AT RIGHT ANGLES) FROM THE CENTERLINE OF ALAMEDA STREET (96.00 FEET WIDE) AS SHOWN ON MAP OF TRACT NO. 10151, AS PER MAP RECORDED IN BOOK 157 PAGES 45 TO 47 INCLUSIVE OF MAPS IN SAID RECORDERS OFFICE THENCE NORTHERLY ALONG SAID LAST MENTIONED PARALLEL LINE TO SAID HEREINABOVE MENTIONED NORTHERLY LINE; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING.

EXHIBIT B.2

CALCULATION OF SQUARE FOOTAGE
AMTRAK BASE RENT CALCULATION

Amtrak Lease Areas

1.	Total Building Area	80,235 sf
2.	Total Exclusive Site Area	17,458 sf
3.	Total Non-Exclusive Trainyard Area	884,041 sf
	Total Area Leased	**981,743 sf**

Rent Calculation

1.	80,235 sf @ $.25/sf/mo=		
	$ 20,058.75 mo=	$	240,705/yr
2.	17,458 sf @ $.04/sf/mo=		
	$ 698.32 mo=		8,380/yr
3.	25 trains/day @ $41.50/train=		
	$ 31,557.30 mo=		378,687/yr
		$	**627,772/yr**

Amtrak % for common Area Calculation

Total Amtrak Leased Area	981,734 sf
Total Other Leasable Area	903,575 sf
Total Leasable Area	**1,885,309 sf**

Amtrak % of Common Area (Estimated) 52%
Interim Amtrak % share 44% (826,348 : 1,885,309)

Union Station Area Calculations

1.	Amtrak Lease Area		
	A.	Building:	80,235 sf ✓
	B.	Site Exclusive:	17,458 sf
	C.	Trainyard:	884,041 sf
			981,734 sf
2.	Other Leasable Area		
	A.	Building:	66,068 sf ✓
	B.	Site Exclusive:	837,507 sf
			903,575 sf
3.	Common Area		
	A.	Building:	64,928 sf ✓
	B.	Site:	419,051 sf
		Total Building:	211,231 sf ✓
		Total Site:	2,158,057 sf

EXCLUSIVE AND NON-EXCLUSIVE AMTRAK AREAS

A.	**Exclusive Building Areas**	
1.	Ticketing, Lobby Areas, Baggage Handling, Hearing/Quality Arruance, Regional Office (Per Exchange) (Street Level)	34,800 sf
2.	Amtrak Police	1,616 sf
3.	Station Services and Trainmaster's	1,392 sf
4.	Wating room (Interim use of easterly portion (69' x 70' - excludes 16' walkway)	4,830 sf
5.	Amtrak Bus Canopy (20' x 180')	3,600 sf
6.	Kiosk (Main Vestibule) 50%	75 sf
7.	Crew Base (Basement)	8,916 sf
8.	Upper Level Baggage	18,056 sf
9.	Machine shop	3,980 sf.
10.	Car Repair Shop	2,970 sf
		80,235 sf
B.	**Exclusive Site Areas**	
1.	Bus Plaza (Approx. 30' x 205')	6,144 sf
2.	Exclusive parking/storage area of Machine Shop	3,194 sf
3.	Exclusive Amtrak vechile parking and baggage cart turnaround (Track Level)	8,120 sf
		17,458 sf
C.	**Non-Exclusive Trainyard Area**	
1.	Excludes Lightrail Platform #1	884,041 sf
2.	Excludes interium area encumbered by Metrorail construction	<155,386 sf>
	Initial Area	728,655 sf

EXHIBIT "C"

RESERVED

EXHIBIT D

COMMON AREA EXPENSE CATEGORIES

Common Area Expenses are those costs incurred by the Lessor in the following categories which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds currently included in the Common Area. No other costs, including, but not limited to, those listed in Exhibit "F" hereto, shall be Common Area Expenses unless otherwise agreed to by Lessee. To the extent that any equipment and utilities serve third party Exclusive Use Areas, only the pro–rata portion of the costs listed in the following categories attributable to the Common Area will be allowed.

Account No.	Description
20020	**Building – Other:** Routine repair and maintenance of sidewalk pavement areas.
20220	**Electrical:** Routine repair and maintenance of electrical panels, motors, fans, etc.
20620	**Furniture:** Includes repair and maintenance of the waiting room chairs in the lobby area.
20820	**HVAC:** Routine repair of the HVAC/boiler system.
21020	**Machinery:** Routine repair and maintenance of the air handling units (motors and fans). Equipment serving the basement garage or covered by Account No.32820 below are not included in this section.
21220	**Other:** Routine repair and maintenance of equipment or fixtures which do not have a specific category. Lessor will supply appropriate documentation to support any submitted expenses.
21420	**Roadways:** Routine repair and maintenance of roadways including restriping as needed.
21620	**Plumbing:** Routine repair and maintenance of sump pumps.
21720	**Roofs:** Routine repair and maintenance of roofing systems including flashing, sky lights, roof tiles, rain gutters and down spouts, regardless of where located at the Terminal. Repairs to the roof structure and replacement of the roof decking are not included.
21820	**Sewer and Drain Lines:** Routine repair and maintenance of sump pump ejector lines, drain field lines, and main sewer line(s).
22020	**Signage:** Routine repair and replacement of historic, directional and informational signage.

22420	**Water Lines:** Routine repair and maintenance of plumbing fixtures and water lines.
30920	**Blue Prints:** Copying of blue prints to be given to contractors to perform work pursuant to this Exhibit.
31120	**Cleaning Contract Services:** Per cleaning contract for all Common Use Areas (see Exhibit "G–1").
31220	**Cleaning Miscellaneous:** Routine cleaning which does not have a specific category. Lessor will supply appropriate documentation to support any submitted expenses.
31420	**Cleaning Supplies Paper:** Paper goods to maintain the public restrooms per Exhibit "G–1".
31720	**Contracts – Other:** Routine repair, maintenance, and cleaning of the brass and brass entrance doors and window blinds, and window cleaning two times per year.
31820	**Decorating:** Annual decorations for: Christmas (trees, lights, misc. items), Cinco De Mayo (flags, banners, misc. items), and the Fourth of July (flags, banners, misc. items).
32020	**Directory:** Routine repair and maintenance of building directories.
32120	**Keys and Locks:** Routine Repair and replacement of locks and keys.
32220	**Electrical Supplies:** Routine repair and maintenance of lights, switches, and other similar electrical fixtures, and replacement of light bulbs.
32520	**Equipment Rental:** Rental of high–lift equipment.
32720	**Floor Cover Repair/Replacement:** Minor repairs and limited replacement of tile and marble.
32820	**HVAC Contract Services:** Routine repair and maintenance of heating and ventilating units #HV–1 and #HV–2 (mezzanine area) as shown on drawing No. M–109 of the contract drawings for the "LAUPT Baggage Handling Relocation Project", last revised 12/15/88.
32920	**HVAC Supplies:** Filters and general supplies which are not included within Account No. 32820.
33020	**HVAC Miscellaneous:** Routine repair and maintenance of equipment which do not have a specific category. Lessor will supply appropriate documentation to support any submitted expense.
39420	**Insurance – Earthquake:** Pro–rata share of premium cost allocable to the Common Area. Lessor to annually submit proof of insurance.

33320 **Insurance – Fire/Liability:** Pro–rata share of premium cost allocable to the Common Area. Lessor to annually submit proof of insurance.

33620 **Landscape Contract Service:** Maintenance of landscaped areas with one on–site staff worker 8 hours per day, 5 days per week. Includes weed maintenance and changing of seasonal flowers four times per year.

33920 **License and Permits:** Licenses and permits required by City or State regulations.

34020 **Management Fee:** Five (5) percent fee based on the estimated gross Common Area expense budget.

34120 **Materials and Supplies:** General material and supplies for maintenance of the building, excluding electrical and HVAC supplies.

34420 **Paint Exterior:** Touch–up painting of exterior areas of all buildings regardless of where located within the Terminal, including the covered patio areas.

34520 **Paint Interior:** Touch–up painting of Common Areas and annual painting within the public bathrooms.

34620 **Roadway Sweeping:** Cleaning of the common roadways and areas not specifically designated for parking.

34720 **Pest Control:** Control of rodents, bugs, and pigeons.

35120 **Professional Services Engineer:** Allocation of cost for one on–site engineer to maintain equipment and record repair and maintenance activity.

35220 **Professional Services Legal:** Legal counsel for general liability matters, not for matters related to individual tenants, and accounting services for audit control of common area billing.

35320 **Professional Services Other:** Allocation of cost for Public Relations Consultant to oversee filming activity.

35420 **Professional Services Tax:** Costs of appealing general property tax assessments.

36420 **Scavenger Service:** Trash pickup around the perimeter of the property.

36520 **Scavenger Contract Service:** Trash pickup and removal contract with the City. Includes costs for additional service required after special events.

36620 **Special Event Security:** Additional security required during peak season and for special events.

36720	**Security Contract Services:** Pro-rata cost of contract security services for the Terminal allocable to the Common Area.
Utilities:	Utilities will be allocated based on actual usage or billing to the extent that this is possible. Lessor will install meters and submeters to ensure the accuracy of billings. If costs are allocated by a method other than meter readings, that method should be fully described. A utility audit will be conducted as described in Section 2.4 of the Lease.
37920	**Electricity:** Based on readings from electrical meters shown on Exhibit Map D-1.
38020	**Gas:** Based on readings from gas meters shown on Exhibit Map D-2.
38220	**Water and Sewer:** Based on readings from water meters shown on Exhibit Map D-3.
Taxes:	Pro-rata share of taxes allocable to the common area. Lessor will clearly indicate the method used to allocate taxes. Lessee shall pay Lessor for all such taxes described in Account No. 51000 below per the provisions of Section 4.3.2.6 of this Lease. A copy of Lessor's cancelled check shall be submitted to Lessee after payment has been made by Lessor.
51020	**Property Taxes:** Real property taxes and personal property taxes, licenses, charges and assessments which are levied, assessed or imposed (i) with respect to any period of time during which Lessee occupies the Common Use Areas under this Lease, and (ii) by any governmental authority or improvement or assessment district with respect to the Common Use Areas, or any improvements, fixtures, equipment and other property of Lessor located in or on the Common Use Areas; fees, charges, assessments or other levies in connection with services previously furnished without charge or at a lesser charge and which were previously paid in whole or in part, directly or indirectly by real property taxes, and any governmental charges upon Lessor's business of leasing the Common Use Areas.
Capital Chargeoff:	If, during the term of this Lease, Lessor makes any capital expenditure with respect to the Common Use Areas, there shall be included as an expense for the year in which such capital expenditure is made, and for each succeeding year during the useful life thereof, the amount of the annual chargeoff of such capital expenditure. The annual chargeoff shall be determined by dividing the original cost of the capital expenditure by the number of years of useful life thereof, such useful life being reasonably determined by Lessor in accordance with generally accepted accounting principles and practices in effect at the time the capital expenditure is made. Notwithstanding the above, a capital expenditure, or the annual chargeoff with respect to a capital expenditure, shall be included as an expense only if such capital expenditure is (i) required by

applicable law or regulation (ii) reasonably projected to effect an overall net reduction in expenses charged to Lessee, (iii) consented to in writing by Lessee, or (iv) necessary to remedy an emergency situation that threatens or involves a hazard of death or injury to persons.

DETAILED [illegible]T OF PROJECT OPERATIONS BUDGET 1992- COMMON AREA

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
20020	Building Repairs	833	833	833	833	833	833	833	833	833	833	833	833	$10,000
20220	Electrical Repairs	833	833	833	833	833	833	833	833	833	833	833	833	10,000
20620	Furniture	833	833	833	833	833	833	833	833	833	833	833	833	10,000
20820	HVAC Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
21020	Mach. & Equip. Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
21220	Other	417	417	417	417	417	417	417	417	417	417	417	417	5,000
21420	Roadways	417	417	417	417	417	417	417	417	417	417	417	417	5,000
21620	Plumbing Repairs	833	833	833	833	833	833	833	833	833	833	833	833	10,000
21720	Repairs - Roof	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
21820	Sewer & Drain Repairs	833	833	833	833	833	833	833	833	833	833	833	833	10,000
22020	Sign Repairs	167	167	167	167	167	167	167	167	167	167	167	167	2,000
22420	Well & Water Line Repairs	833	833	833	833	833	833	833	833	833	833	833	833	10,000
30920	Blue Prints	83	83	83	83	83	83	83	83	83	83	83	83	1,000
31120	Cleaning Contract Services	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	130,000
31220	Misc. Cleaning	417	417	417	417	417	417	417	417	417	417	417	417	5,000
31420	Cleaning Supplies	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000
31720	Contract Services Other	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
31820	Decorating Non-Rent	667	667	667	667	667	667	667	667	667	667	667	667	8,000
32020	Directory	167	167	167	167	167	167	167	167	167	167	167	167	2,000
32120	Door Checks,Keys, & Jacks	167	167	167	167	167	167	167	167	167	167	167	167	2,000
32220	Electrical Supplies	833	833	833	833	833	833	833	833	833	833	833	833	10,000
32520	Equipment Rental	417	417	417	417	417	417	417	417	417	417	417	417	5,000
32720	Floor Cover Replace	417	417	417	417	417	417	417	417	417	417	417	417	5,000
32820	HVAC Contract Services	333	333	333	333	333	333	333	333	333	333	333	333	4,000
32920	HVAC Supplies & Materials	250	250	250	250	250	250	250	250	250	250	250	250	3,000
33020	HVAC Misc.	167	167	167	167	167	167	167	167	167	167	167	167	2,000
39420	Insurance -Earthquake	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000
33320	Insurance - Fire/Liability	833	833	833	833	833	833	833	833	833	833	833	833	10,000
33620	Landscape	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
33920	Licenses & Permits	125	125	125	125	125	125	125	125	125	125	125	125	1,500
34020	Management Fees	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	4,083	49,000
34120	Materials and Supplies	250	250	250	250	250	250	250	250	250	250	250	250	3,000
34420	Painting Exterior	833	833	833	833	833	833	833	833	833	833	833	833	10,000
34520	Painting Interior	417	417	417	417	417	417	417	417	417	417	417	417	5,000
34620	Parking Lot Sweeping	417	417	417	417	417	417	417	417	417	417	417	417	5,000
34720	Pest Control	417	417	417	417	417	417	417	417	417	417	417	417	5,000
35120	Professional Services Engineer	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
35220	Professional Services Legal	833	833	833	833	833	833	833	833	833	833	833	833	10,000
35320	Professional Services Other	167	167	167	167	167	167	167	167	167	167	167	167	2,000
35420	Professional Services Tax	417	417	417	417	417	417	417	417	417	417	417	417	5,000
36420	Scavenger Service	167	167	167	167	167	167	167	167	167	167	167	167	2,000
36520	Trash Contract Service	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
36620	Security - Special Events	250	250	250	250	250	250	250	250	250	250	250	250	3,000
36720	Security Contract Services	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	10,417	125,000
37920	Utilities Electricity	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	80,000
38020	Utilities Gas	417	417	417	417	417	417	417	417	417	417	417	417	5,000
38220	Utilities Water/Sewer	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
51020	Property Taxes	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	220,000
52020	Capital Chargeoff	0	0	0	0	0	0	0	0	0	0	0	0	0
		67,042	67,042	67,042	67,042	67,042	67,042	67,042	67,042	67,042	67,042	67,042	67,042	1,024,500

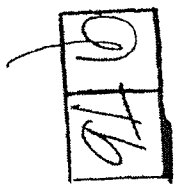


EXHIBIT E

EXCLUSIVE USE AREA EXPENSE CATEGORIES

Expenses are those costs incurred by the Lessor in the following categories which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds currently included in Lessee's Exclusive Building Area and Exclusive Site Area. No other costs, including, but not limited to, those listed in Exhibit "F" hereto, shall be Expenses unless otherwise agreed to by Lessee. To the extent that any equipment and utilities serve third party Exclusive Use Areas, only the pro–rata portion of the costs listed in the following categories attributable to Lessee's Exclusive Building Area and Exclusive Site Area will be allowed.

Account No.	Description
20010	**Repairs –Building Other:** Misc. building repair to walls, columns, etc.
20210	**Electrical:** Routine repair and maintenance of electrical panels, motors, fans, etc.
20410	**Repair – Elevator:** Routine elevator repairs.
20810	**Repair – HVAC:** Routine repair of HVAC equipment not covered under Account No. 32810.
21210	**Repair – Other:** Routine repair and maintenance of equipment or fixtures which do not have a specific category. Lessor will supply appropriate documentation to support any submitted expenses.
21410	**Repair – Parking Lot:** Routine repair and maintenance of paved parking areas including restriping as needed.
21610	**Repair – Plumbing:** Repair of plumbing fixtures.
21810	**Repair – Sewer and Drain Lines:** Routine repair and maintenance of drain line(s).
22010	**Repair – Signage:** Routine repair and replacement of Amtrak directional and informational signage.
22410	**Repair – Water Lines:** Routine repair and maintenance of water lines.
31110	**Cleaning Contract Services:** Per cleaning contract for Amtrak Exclusive Use Areas (see Exhibit "G–2").
31410	**Cleaning Supplies Paper:** Paper goods to maintain Amtrak restrooms and kitchens per Exhibit "G–2".
31710	**Contracts – Other:** Routine repair and maintenance of the baggage carrousels.

32110	**Keys and Locks:** Routine Repair and replacement of locks and keys.
32210	**Electrical Supplies:** Routine repair and maintenance of lights, switches, and other similar electrical fixtures, and replacement of light bulbs.
32310	**Elevator Contract Service:** Contract maintenance of the three elevators within Lessee's Exclusive Building Area.
32710	**Floor Cover Repair/Replacement:** Minor repairs and limited replacement of tile, vinyl, carpet, etc.
32810	**HVAC Contract Services:** Routine repair and maintenance of the HVAC units HV–3, HV–4, HP–1, ACCU–1, ACCU–2, ACCU–5, and ACCU–6 as shown on drawing Nos. M–107 and M–109; FC–3 as shown on M–109; FC–4, FC–5 and FC–6 as shown on drawing No. M–110; HP–3 as shown on Drawing No. M–111; and ACCU–4 on Drawing No. M–114. All drawings referenced are the contract drawings for the "LAUPT Baggage Handling Relocation Project", last revised 12/15/88.
32910	**HVAC Supplies:** Filters and general supplies which are not included within Account No. 32810.
39410	**Insurance – Earthquake:** Pro–rata share of premium cost allocable to Amtrak Exclusive Use Areas. Lessor to annually submit proof of insurance.
33310	**Insurance – Fire/Casualty:** Pro–rata share of premium cost allocable to Amtrak Exclusive Use Areas. Lessor to annually submit proof of insurance.
33910	**License and Permits:** Licenses and permits required by City or State regulations.
34010	**Management Fee:** Five (5) percent fee based on the estimated gross Expense budget.
34110	**Materials and Supplies:** General material and supplies for maintenance of the building, excluding electrical and HVAC supplies.
34510	**Paint Interior:** Touch–up painting of Amtrak Exclusive Use Areas.
34610	**Parking Lot Sweeping:** Cleaning of Amtrak's Exclusive parking areas.
34710	**Pest Control:** Control of rodents, bugs, and pigeons, etc.
35110	**Professional Services Engineer:** Allocation of cost for one on–site engineer to maintain equipment and record repair and maintenance activity.

36410	Scavenger Service: Trash removal in Exclusive Amtrak Site, if required.
Utilities:	Utilities will be allocated based on actual usage or billing to the extent that this is possible. Lessor will install meters and submeters to ensure the accuracy of billings. If costs are allocated by a method other than meter readings, that method should be fully described. A utility audit will be conducted as described in Section 2.4 of the Lease.
37900	Electricity: Based on readings from electrical meters shown on Exhibit Map E–1.
38000	Gas: Based on readings from gas meters shown on Exhibit Map E–2.
38200	Water and Sewer: Based on readings from water meters shown on Exhibit Map E–3.
Taxes:	Pro–rata share of taxes allocable to Amtrak's Exclusive Building Area and Exclusive Site Area. Lessor will clearly indicate the method used to allocate taxes. Lessee shall pay Lessor for all such taxes described in Account No. 51000 below per the provisions of Section 4.3.2.6 of this Lease. A copy of Lessor's cancelled check shall be submitted to Lessee after payment has been made by Lessor.
51010	Property Taxes: Real property taxes and personal property taxes, licenses, charges and assessments which are levied, assessed or imposed (i) with respect to any period of time during which Lessee occupies the Exclusive Use Areas under this Lease, and (ii) by any governmental authority or improvement or assessment district with respect to the Exclusive Use Areas, or any improvements, fixtures, equipment and other property of Lessor located in or on the Exclusive Use Areas; fees, charges, assessments or other levies in connection with services previously furnished without charge or at a lesser charge and which were previously paid in whole or in part, directly or indirectly by real property taxes, and any governmental charges upon Lessor's business of leasing the Exclusive Use Areas.
Capital Chargeoff:	If, during the term of this Lease, Lessor makes any capital expenditure with respect to the Exclusive Use Areas, there shall be included as an expense for the year in which such capital expenditure is made, and for each succeeding year during the useful life thereof, the amount of the annual chargeoff of such capital expenditure. The annual chargeoff shall be determined by dividing the original cost of the capital expenditure by the number of years of useful life thereof, such useful life being reasonably determined by Lessor in accordance with generally accepted accounting principles and practices in effect at the time the capital expenditure is made. Notwithstanding the above, a capital expenditure, or the annual chargeoff with respect to a capital expenditure, shall

be included as an expense only if such capital expenditure is (i) required by applicable law or regulation (ii) reasonably projected to effect an overall net reduction in expenses charged to Lessee, (iii) consented to in writing by Lessee, or (iv) necessary to remedy an emergency situation that threatens or involves a hazard of death or injury to persons.

DETAILED REPORT OF PROJE ERATIONS BUDGET 1992 AMTRAK EXCLUSIVE

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
20010	Building Repairs	$1,958	$1,958	$1,958	$1,958	$1,958	$1,958	$1,958	$1,958	$1,958	$1,958	$1,958	$1,962	$12,000
20210	Electrical Repairs	833	833	833	833	833	833	833	833	833	833	833	833	10,000
20410	Elevator Repairs	333	333	333	333	333	333	333	333	333	333	333	333	4,000
20810	HVAC Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
21210	Repair - Other	417	417	417	417	417	417	417	417	417	417	417	417	5,000
21410	Parking Lot Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
21610	Plumbing Repairs	833	833	833	833	833	833	833	833	833	833	833	833	10,000
21810	Sewer & Drain Repairs	333	333	333	333	333	333	333	333	333	333	333	333	4,000
22010	Signage	167	167	167	167	167	167	167	167	167	167	167	167	2,000
22410	Well & Water Line Repairs	417	417	417	417	417	417	417	417	417	417	417	417	5,000
31110	Cleaning Contract Services	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	10,833	130,000
31410	Cleaning Supplies	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000
31710	Contract Services - Other	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
32110	Door Checks, Keys, & Jacks	250	250	250	250	250	250	250	250	250	250	250	250	3,000
32210	Electrical Supplies	250	250	250	250	250	250	250	250	250	250	250	250	3,000
32310	Elevator Contract Service	667	667	667	667	667	667	667	667	667	667	667	667	8,000
32710	Floor Cover Replace	250	250	250	250	250	250	250	250	250	250	250	250	3,000
32810	HVAC Contract Services	833	833	833	833	833	833	833	833	833	833	833	833	10,000
32910	HVAC Supplies & Materials	250	250	250	250	250	250	250	250	250	250	250	250	3,000
33410	Insurance - Earthquake	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000
33510	Insurance - Fire/Casualty	833	833	833	833	833	833	833	833	833	833	833	833	10,000
33910	Licenses & Permits	208	208	208	208	208	208	208	208	208	208	208	208	2,500
34010	Management Fees	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	35,000
36110	Materials and Supplies	167	167	167	167	167	167	167	167	167	167	167	167	2,000
34510	Painting Interior	333	333	333	333	333	333	333	333	333	333	333	333	4,000
34610	Parking Lot Sweeping	250	250	250	250	250	250	250	250	250	250	250	250	3,000
34710	Pest Control	208	208	208	208	208	208	208	208	208	208	208	208	2,500
35110	Professional Services Engine	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
36410	Scavenger Service	167	167	167	167	167	167	167	167	167	167	167	167	2,000
37910	Utilities Electricity	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
38010	Utilities Gas	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
38210	Utilities Water	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
51010	Property Taxes	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	18,333	220,000
52010	Capital Chargeoff	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	61,958	61,958	61,958	61,958	61,958	61,958	61,958	61,958	61,958	61,958	61,958	61,962	732,000

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07/03/91

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EXHIBIT F

EXPENSES THAT ARE NOT PERMITTED

1. Any costs associated with anything other than the Premises.

2. Depreciation.

3. Finance charges or interest; principal or interest on mortgage payments; ground rents.

4. Costs for advertising, promotional expenditures leasing commissions and other expenses incurred in connection with the leasing of space.

5. Any costs or expenditures for which Lessor is reimbursed, whether by insurance proceeds or otherwise.

6. Any costs, legal or otherwise, incurred in connection with negotiation or disputes with any third party.

7. Any costs separately billed to Lessee by any third party.

8. The cost of any service furnished to any other occupant of the Terminal which Lessor does not make available to Lessee.

9. Any interest, fees, expenses or other amounts payable because of default by Lessor on any obligations.

10. Any costs paid to Lessor or any affiliate of Lessor in excess of fair market costs

11. Inducements or credits to third parties.

12. Executive salaries or off-site overhead.

13. Any income, gross receipts, capital, stock, succession, transfer, franchise, gift, estate or inheritance taxes or assessments.

14. Shell building costs of correcting defects in the construction of any building at the Terminal or equipment located therein.

15. Costs of operating parking space and any compensation paid to persons working in or managing commercial concessions.

EXHIBIT G - 1

UNION STATION/COMMON AREAS

AREAS SERVICES/FREQUENCY		SERVICES
EXTERIOR		
UNION STATION SIDEWALKS:		
Front of Union Station including arcades (3 times daily)	-	Police for debris, spillages and pull trash as needed.
UNION STATION PATIOS:		
(North and South) (3 times daily)	-	Police for trash, debris and spillages, also wipe clean benches.
UNION STATION STAIRWAYS:		
Once daily (6:30 a.m.) (4) sets to underground parking (2) sets to additional areas	-	Sweep and spot mop for spillages, also wipe handrails.
UNION STATION MAIN STATION LOBBY:		
Entry-vestibule-waiting old ticket concourse - new Amtrak ticket lobby.	-	Thoroughly dust sweep floor, spot mop for spillages, wipe furniture as needed and empty trash containers.
UNION STATION TUNNEL:		
From waiting room to platform entry (2 times daily)	-	Dust sweep, spot mop for spillages, also police trash and debris.

UNION STATION PLATFORM(S):		
(3 times daily)	-	Empty trash containers police for trash and debris also broom sweep.
UNION STATION PUBLIC RESTROOMS:		
(Approximately every two (2) hours)	-	General restroom cleaning and restocking including mopping of floors and cleaning fixtures as needed.

EXHIBIT G - 1 (CONT.)

BUILDING SERVICES
Public Area Cleaning Specifications

NIGHTLY - Seven(7) nights per week, Monday through Sunday, including union holiday.

1. **MAIN LOBBIES AND HIGH PUBLIC USE AREA:**

SERVICING: Main lobbies and high use public areas shall be free of all paper, trash, empty bottles and other discarded material. Wall-hung and floor-type ash receptacles shall be neat and presentable. There shall be no evidence of wads of gum, spots of tar, wet areas or any foreign substance. Drinking fountains and glass surfaces shall be tidy.

A. Daily: Empty wastebaskets and remove trash to designated disposal area. Empty ashtrays into a separate metal container and damp wipe.

WASTE COLLECTIONS: All wastes generated in the building shall be collected and removed to storage areas designated for trash.

B. Daily: Sweep and/or vacuum full floor area.

THOROUGH SWEEPING: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators or behind doors.

THOROUGH VACUUMING: Carpets shall be cleaned and free from dust balls, dirt and other debris.

C. Daily: Clean both sides of entrance door glass and glass surrounding entrance doors within reach.

GLASS CLEANING: All glass within reach distance shall be clean and free of dirt, grime, dust, streaks, watermarks and spots and shall not be cloudy.

D. Monthly: Burnish all tile floors.

BURNISHED: Floors shall be free of streaks, mop strand marks and scuff marks. Walls, baseboards and other surfaces shall be free of splashings and markings from the equipment. The furnished area shall have a uniform luster.

E. Weekly: Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly require dusting.

EXHIBIT G - 1 SHEET 2 OF 7

DUSTING: Available horizontal surfaces shall be free of obvious dust.

THOROUGH DUSTING: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

F. Quarterly: Strip, seal and finish all hard floors such as terrazzo, marble, ceramic tile, etc. Floors shall be sealed with penetrating seal which fills the pores of the matrix and becomes a bonded, integral part of the surface. Two coats of sealer and two coats of finish shall be applied. The sealer and finish will be compatible. The finished floor will be slip resistant and spray buffable.

STRIPPING: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns or scuff marks. There shall be no buildup in corners, on baseboards, or in crevices. Prior to applying finish floors will be rinsed sufficiently to remove any residual finish. The final rinse will be with a commercial neutralizer to reduce alkalinity.

G. Quarterly: High Cleaning - Clean by dusting or vacuuming surfaces and objects in the building approximately 96 inches or more from the floor. This includes, but is not limited to, the wall and ceiling area adjacent to ventilating and air ceilings, tops or partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, walls, etc. will be done upon request and billed separately.

HIGH CLEANING: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks upon request and billed separately.

2. **PUBLIC RESTROOMS:**

Restrooms will be serviced every two hours or as required during peak travel hours, generally between 7:30 a.m. and 8:30 p.m.

A. Daily: Sweep and wet mop floor utilizing a germicidal disinfectant.

EXHIBIT G - 1 SHEET 3 OF 7

SWEEPING, WET MOPPING: The floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean.

B. Daily: Clean all fixtures - water closets, urinals, washbasins, mirrors, waste receptacles and dispensers - utilizing a germicidal disinfectant. Raise water closet seats.

PORCELAIN WARE CLEANING: Porcelain fixtures (washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation or excess moisture.

C. Daily: Empty waste receptacles and service dispensers.

D. Daily: Spot-clean other surfaces and dust horizontal surfaces, including stall and wall surfaces.

SPOT CLEANING: Smudges, marks or spots shall have been removed without causing unsightly discolorations.

THOROUGH DUSTING: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of all dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

E. Daily: Chrome fixtures and pipes shall be damp wiped and polished dry.

CHROME FIXTURE CLEANING: Should the damp wiping and polishing dry not do a satisfactory job (i.e., remove green mold, rust, encrustation), a suitable metal polish shall be used.

F. Every Two Months: Damp wipe the full surface area of all stall partitions, walls, doors, window frames, sills, and wastepaper receptacles, utilizing a multipurpose (germicidal disinfectant) cleaner.

DAMP WIPING: All dirt, dust, water stains, spots, streaks and smudges shall be removed from the surfaces.

EXHIBIT G - 1 SHEET 4 OF 7

3. **ASH RECEPTACLES:**

A. Daily: Empty and clean ash receptacles in all entrances, lobbies, corridors and public areas.

CLEANING ASH RECEPTACLES: Cigarette butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, odors, tar and streaks. Ashes will be dumped into a metal container and kept separate from flammable material.

4. **DRINKING FOUNTAINS:**

A. Daily: Clean drinking fountains and replenish paper cups where dispensers are provided.

CLEANING DRINKING FOUNTAINS: The porcelain or stainless steel surface shall be clean and bright, and they shall be free of dust, spots, stains and streaks. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

5. **PUBLIC TELEPHONES:**

A. Daily: Clean interior and exterior, including all vertical surfaces.

CLEANING (PUBLIC TELEPHONE BOOTHS): All vertical and horizontal surfaces, shall be clean and free of dirt, dust, streaks and spots.

6. **FLOOR MATS:**

A. Daily: Sweep and/or vacuum floor mats.

CLEANING (FLOOR MATS): Mats shall be clean and free of dirt, grime, stains and excessive buildup and encrusted material.

THOROUGH SWEEPING: Floors shall be clean and free of trash and foreign matter. No dirt shall be left in corners, behind radiators or behind doors.

THOROUGH VACUUMING: Carpets shall be clean and free from dust balls, dirt and other debris.

B. Upon request, during particularly bad weather when mats are not controlling tracking, at that point the mats will be changed and a clean, dry set put down. The alternate mats will be dried and cleaned for next usage.

EXHIBIT G - 1 SHEET 5 OF 7

7. **ELEVATORS:**

A. Daily: Clean all surfaces, including floor, and polish bright metal surfaces.

DUSTING: All vertical and horizontal surfaces shall be clean free of dirt and dust.

DAMP WIPING: Wall surfaces shall be clean and free of finger marks and smudges.

CLEANING: Floor tracks shall be clean and free of cigarette butts, matches, dirt and grime.

BRIGHT METAL POLISHING: Bright metal surfaces shall have a polished and lustrous appearance.

8. **STAIRWAYS (including "Emergency Only" exit stairways):**

A. Daily: Sweep or vacuum stair landings and steps. Dust railings, ledges, grills, fire apparatus, doors and radiators.

SWEEPING OR VACUUMING STAIRWAYS: Landings and treads shall be free of loose dirt, dust, streaks, gum or other foreign substances.

DUSTING: Railings, ledges, grills, fire apparatus, doors and radiators shall be dust free.

B. Daily: Wet mop steps, risers and landing; clean glass surfaces and polish bright metal and woodwork. Spot clean walls to a height of approximately 70 inches.

WET MOPPING: Steps, risers and landing shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc. and present an overall appearance of cleanliness. All surfaces shall be dry and corners clean. Steps, risers and landings will be scrubbed when mopping is inadequate.

9. **WINDOW GLASS:**

A. Every Two Months: Wash both sides of all plate glass around entrances, lobbies and vestibules.

B. Quarterly: Wash both sides of all exterior high building windows (6 ft. to 8 ft. of height), including spandrel glass, glass over and in exterior vestibule doors. Anything over 8 ft. will be billed separately.

EXHIBIT G - 1 SHEET 6 OF 7

10. **DAILY MATRON SERVICE (a.m. and p.m. - nightly):**

A. Daily: Police women's restrooms.

POLICING: Restrooms shall be free of all paper, trash, empty bottles and other discarded material and all supply dispensers shall be filled.

B. Daily: Clean both sides of entrance door glass and glass surrounding entrance doors within reach.

GLASS CLEANING: All glass shall be clean and free of dirt, grime, dust, streaks, watermarks and spots and shall not be cloudy.

11. **DAY PORTER SERVICES - A.M. AND P.M.:**

A. Daily: Sweep entrances, landings, steps and sidewalks adjacent to entrances in the morning before the occupants have entered the building.

SWEEPING (ENTRANCES, LANDINGS, STOPS AND ADJACENT SIDEWALKS): Areas shall be clean of all dirt and trash. No dirt shall be left where sweepings were picked up.

B. Daily: Police all sidewalks, parking areas, driveways planters and shrub beds.

POLICING (GROUNDS AND SIDEWALKS): Areas shall be free of all paper, trash, empty bottles and other discarded material.

C. Daily: Public Telephones: Clean interior exterior, including vertical surfaces.

D. Daily: Police men's restrooms.

POLICING: Restrooms shall be free of all paper, trash, empty bottles and other discarded material and all supply dispensers shall be filled.

E. Daily: Service main lobbies and high public use areas.

SERVICING: Main lobbies and high public use areas shall be free of all paper, trash, empty bottles and other discarded material. Wall-hung and floor-type ash receptacles shall be neat and presentable. There shall be no evidence of wads of gum, spots or tar, wet areas or any foreign substances. Drinking fountains and glass surfaces shall be tidy.

NATIONAL RAILROAD PASSENGER CORPORATION
60 Massachusetts Ave., N.E.
Washington D.C. 20002

May 29, 1996

Catellus Development Corporation
800 North Alameda Street, Suite 100
Los Angeles, CA 90012

Re: Consent Effective Date

Ladies and Gentlemen:

This letter shall confirm that the Consent Effective Date, as defined in that certain letter agreement between National Railroad Passenger Corporation and Catellus Development Corporation dated April 24, 1996, is May 13, 1996.

National Railroad Passenger Corporation

By: David L. Roberts

Its: Associate General Counsel

cc: Ms. Luba Drahosz
Mr. John skinner

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EXHIBIT G - 1 SHEET 7 OF 7

F. Daily: Service complaints and perform special cleaning.

G. Daily: Cleanup work made necessary by toilet flood and similar occurrences.

H. Daily: Assist in loading, unloading and distribution of supplies.

rs:exhib.g1

EXHIBIT G - 2

EXCLUSIVE AREAS

AREAS SERVICED		SERVICES
AMTRAK - UPPER FLOOR		
Baggage check office	-	Dust sweep and damp mop
Lunchroom	-	Remove trash and debris
Mens & Women Restroom Locker Room Elevator Landing Janitor Service (twice daily)	- -	General cleaning services to sanitize and restock restrooms Elevators to be swept, mopped bright metal polished
AMTRAK MEN & WOMEN TOILET ROOMS		
Janitor Service (Approximately every 2 hours)	-	General restroom cleaning and restocking, including mopping of restroom floors.
AMTRAK BASEMENT AREA		
Men and Women's Restroom Locker room - Break room 2 lounges - Vending Machine Room	- -	Complete and general restroom cleaning and restocking. Sweep and damp mop locker room floors.
AMTRAK NEW TICKET OFFICE AREA		
Janitor Service (10:00 p.m.)	-	Regular cleaning service of office area - Service restrooms, thoroughly wipe counter and spot wash bandit barrier partition glass.

AREAS SERVICED	SERVICES
AMTRAK OFFICE AREA 1ST FLOOR	
Auditing 5 offices Labor Relation 4 offices Conference Room Transportation Office Offices and File Room note marked	- All regular office frequency, Monday through Friday.
Janitor Service (After 5:00 p.m.)	
EIC 896 Office T.P.M.S. Clerks Office Crew Base Office Train Manager Office Conference Room 10 Misc. Office Transportation 6 Offices Xerox Room	- All regular office services (Seven days per week)
Janitor Service (3:00 p.m. - 5:00 p.m.)	
AMTRAK	
Sandra Thompson - Station Service Manager and Secretary Office District Manager Office	- All regular office services
Janitor Service (10:00 a.m.)	(5 days per week)
AMTRAK BAGGAGE CLAIM CHECK AREA	
Janitor Service (Twice daily)	- Dust sweep - Spot, damp wipe for spillage - Dust wipe and polish carousel - Spot wash wall for finger and footprints.
AMTRAK INFORMATION STATION	
Janitor Service (Once per day)	- Spot wash partition glass - Wipe counters

AREAS SERVICED	SERVICES
	- Dust sweep - Remove trash and debris
AMTRAK NEW POLICE OFFICE AREA	
Janitor Service (Once per day)	- Sweep and vacuum floors - Dust all furniture - Spot clean walls - Remove trash and debris
AMTRAK I.S.D. COMMUNICATIONS OFFICE AND CONFERENCE ROOM	
Janitor Service (Once per day)	- Sweep and vacuum floors - Remove trash and debris - Dust all furniture (spot clean walls)

EXHIBIT G - 2

LAUPT - EXCLUSIVE AMTRAK AREAS

A. GENERAL

1. Toilet Rooms - Daily

   a. Wash all mirrors
   b. Wash hand basins and hardware
   c. Wash urinals
   d. Wash toilet seats using disinfectant in water
   e. Wash toilet bowls
   f. Damp wipe, clean and disinfect all tile surfaces, spot wipe and clean where necessary
   g. Damp wipe using disinfectant all shelves and boot partitions
   h. Replenish hand soap, towels and tissue
   i. Damp mop floor using disinfectant in water
   j. Sanitary napkins shall be supplied and proceeds collected from dispensers by contractor

   Toilet bowl brush shall be used on toilet bowls and care shall be given to clean flush holes under rim of bowls and passage trap. Bowl cleaner shall be used at least once each month and more often if necessary.

2. Dusting - Daily

   All furniture, office equipment and appliances, etc. will be dusted daily. This shall include all horizontal surfaces daily and enough vertical surfaces daily to complete all vertical surfaces within each week. Desks and tables not cleared of paper and work materials will only be dusted where desk is exposed.

3. Dust Mopping - Floors - Daily

   All non-carpeted floor areas will be dust mopped with a treated yarn dust mop daily. Special attentions being given to areas under desks and furniture to prevent accumulation of dust and dirt. Floor dusting will be done after furniture has been dusted.

4. Waste Paper - Ashtrays - Daily

   Waste baskets and ashtrays to be emptied daily and wiped clean. Waste baskets shall be washed once per month, or as needed. All waste containers are to be lined with a clear plastic liner. Plastic liners are to be changed as needed.

5. Vacuuming - Daily - Weekly

All rugs and carpets in office areas, as well as public spaces, are to be vacuumed daily in all traffic areas. Corners, hard to reach places, under desks and chairs shall be vacuumed weekly using accessory tools as required.

The intent of this specification is to provide a complete vacuuming of all needed areas on a daily basis and a routine complete vacuum at least once a week.

6. Wet Mopping - Daily and As Needed

Wherever floors require wet mopping, it is essential that they be left in a streak free condition. In order to do this, clean water must be used. Extreme care should be exercised in all mopping specifications so to avoid splashing walls or furniture. Transporting water and other liquids over carpeted areas must be done in such a manner so as to prevent spillage. Floors should be scrubbed or wet mopped whenever required to prevent a wax build-up.

7. Tile Floors

All tile floors will be kept in a waxed, polished, scuff free and spot free condition. Since some tile areas will require more attention than others, waxing and buffing can only be done on an as needed basis. Transporting of wax and liquid over carpeted areas must be accomplished in such as manner so as to avoid spill. Extreme care should be taken in applying the wax so as to keep it off furniture and walls. Stripping of waxed floors must include edging. The use of buffing machines must be done in a careful manner so as to avoid damage to walls, baseboards and furniture.

8. Water Coolers - Daily

Water coolers shall be cleaned and polished daily. Sluggishly operating drains and other failures should be reported to Catellus' Chief Engineer.

9. Spot Cleaning - Daily - Weekly

All hand prints and spots will be removed from doors and light switches daily. Walls and woodwork will be spotted daily.

10. Cigarette Urns - Daily

Cigarette urns and ash receivers shall be cleaned as necessary, sanitized and where required, the sand level shall be maintained.

11. Polishing - Daily - Weekly

All door plates, kick plates, brass and metal fixtures and other brightwork within the building will be wiped daily and polished weekly. Door entrances and elevator tracks (car and lobby) must be cleaned and/or polished daily.

12. Elevators - Daily

The interior surfaces and fixtures of the elevators should be dusted and damp wiped daily. Spot clean and vacuum all carpets. Damp clean all ceiling and light fixtures once a month.

13. Light Fixtures - Periodic

The exterior of all light fixtures will be dusted three (3) times per year. The entire light fixture will be washed yearly per request and at an additional charge.

14. High Dustings - Monthly

Pipes, ledges, ceiling, mouldings, picture frames, etc. under eight feet in length, will be cleaned every month.

15. Venetian Blinds - Periodic

Venetian blinds will be dusted quarterly. blinds will be washed annually upon request and at an additional charge.

16. Air Conditioning Grills - Monthly

All areas around air conditioning and return air grill will be cleaned at least once a month or more often if necessary. This main terminal and public areas includes bathrooms, offices and inside ticket counters.

17. General - As Necessary

a. Cleaning supervisor will report to Catellus' Engineer any conditions such as leaky faucets, stopped toilets and drains, broken fixtures, etc. Will also report any unusual happenings in building.

b. All cleaning shall be done behind locked doors. In other works, cleaner goes into an office to perform his duties, the office entrance door must be locked behind him.

c. All employees of the contractor must be uniformed and must be identified by a visible badge containing the cleaner's picture and name, the name of the contract cleaning company and telephone number.

d. Employees of contractor shall not disturb papers on desks, open drawers or cabinets, use telephone, televisions, radios, or drink or gamble while on duty.

e. Contractor will be responsible for loss or damage caused by his employee.

f. The building agent or superintendent may request the dismissal of any employee who is incompetent, insubordinate or otherwise objectionable or whose employment is contrary to consistent good relationship with tenants.

g. The contractor will submit to Catellus' Chief Engineer progress reports on all items of cleaning which are scheduled on less than a daily basis. This projected work shall be conducted by a written schedule and inspected as complete. The Chief Engineer will conduct this inspection with cleaning supervisor and initial his acceptance or note his rejection of each item.

h. The contractor shall furnish all labor and material and equipment necessary to perform services described herein. The contractor shall also maintain his equipment in a clean and useable condition and shall store his equipment in areas designated by management. Storage must also be maintained in a neat and clean manner.

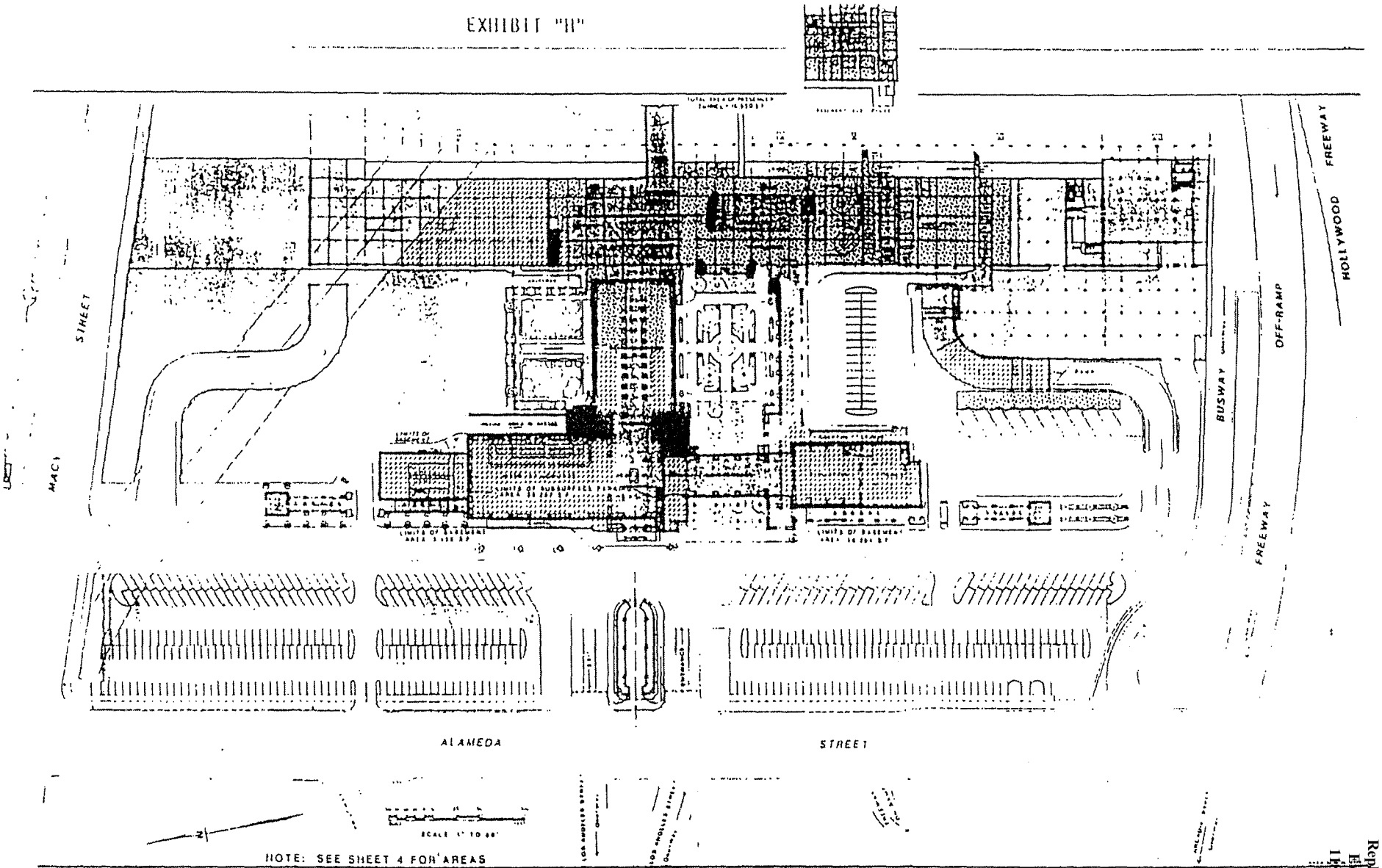
i. Upon completion of the daily work, the contractor shall insure that all slop sinks and equipment storage areas are left in a neat and orderly condition, all lights are extinguished and all doors are locked.

j. The contractor will be responsible for the payment of all payroll. Federal and Municipal Taxes, Unemployment and Compensation Insurance, Public Liability Insurance and Employees Bonds.

18. Window Washing:

Inside and outside window washing should be scheduled four (4) times a year (Quarterly).

EXHIBIT "H"



LOS ANGELES UNION STATION
800 BLOCK OF ALAMEDA STREET LOS ANGELES CALIFORNIA 90012

Exhibit H to Agreement Between
CATELLUS DEVELOPMENT CORPORATION
and
NATIONAL RAILROAD PASSENGER CORPORATION

EXHIBIT "I"

[Amtrak Letterhead]

Name of Subiessee
Address of Sublessee

Re: Assignment of Lease; Los Angeles Union Station

Dear_____

Please be advised that National Railroad Passenger Corporation ("Amtrak") has assigned to Catellus Development Corporation ("Catellus") all of Amtrak's right, title and interest under your sublease with Amtrak for space at Los Angeles Union Station. Therefore, as of January 1, 1991, Catellus is your landlord under the sublease. Commencing on the date of this letter, all payments of rent and other sums due under the sublease should be paid directly to Catellus at the following address:

Catellus Development Corporation
Department 4580
Pasadena, CA 91050–4580

If you should have any questions concerning this matter, please contact Catellus' representative, Mr. Greg Endsley at (714) 237–7366. Thank you for your attention to this matter.

Sincerely,

_____

EXHIBIT J

SCHEDULE OF SUBLEASES

- Allright Los Angeles (Parking)
- Selectacall of Southern California, Inc. (Advertisement Display(s))
- Carmen's Photo Studio (Photo Retail Shop)
- McCarthys Shops, Inc. (Food and Gift Shop)

rs:exh.j

C A T E L L U S

Ms. Luba Drahosz
Amtrak West
530 Water Street
Oakland, CA 94607

Re: Los Angeles Union Station -- Relocation of Certain Amtrak Facilities and Metropolitan Water District Sale

Dear Luba:

Catellus Development Corporation ("Catellus"), as lessor, and National Railroad Passenger Corporation ("Amtrak"), as lessee, are parties to that certain Lease dated as of January 1, 1991, as amended by amendments dated June 1, 1992 and November 1994 (together with any and all other amendments thereto, including this letter, the "Lease"), pertaining to Amtrak's use and occupancy of certain portions of Los Angeles Union Station (the "Terminal"). Those portions of the Terminal which Amtrak leases are defined in Paragraph 2.1 of the Lease and referred to herein as the "Premises." The purpose of this letter agreement is to confirm certain understandings between Catellus and Amtrak pertaining to the Lease and, to that end, this letter agreement shall constitute an amendment to the Lease. Capitalized words used in this letter shall have the meaning set forth in the Lease unless otherwise specified herein.

Catellus, as seller, and The Metropolitan Water District of Southern California ("MWD"), as buyer, have entered into that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated April 28, 1995 (the "Purchase Agreement"). Pursuant to the Purchase Agreement, Catellus intends to convey to MWD (i) a fee interest, (ii) temporary construction parking and staging licenses, (iii) a permanent non-exclusive roadway easement, and (iv) a right to lease parking spaces, in and to certain portions of the Terminal (collectively, the "MWD Interests"). The locations of the MWD Interests are depicted on the print of the Terminal attached hereto as Exhibit "A" and are hereinafter referred to as the MWD Parcels.

In order for Catellus to convey the MWD Interests as contemplated by the Purchase Agreement, it is necessary for Catellus to relocate certain of Amtrak's facilities and delete certain portions of the Premises from the Lease (collectively, the "Relocation"), pursuant to Paragraph 3.5 of the Lease. We have previously discussed the Relocation in detail and Amtrak has approved the construction drawings pertaining to the Relocation and the alternate facilities to be provided pursuant to Paragraph 11 of the Lease in connection therewith. Accordingly, this Lease amendment is expressly conditioned upon the completion of all design, construction, and related work required to carry out the Relocation and the tender of possession of the alternate facilities to Amtrak (the "Consent

CATELLUS DEVELOPMENT CORPORATION
800 NORTH ALAMEDA STREET, SUITE 100 • LOS ANGELES, CALIFORNIA 90012 • TEL 213 625-5965 • FAX 213 617-2421

EXHIBIT A

Effective Date"). Amtrak agrees to execute such further documents as Catellus deems necessary to establish the Consent Effective Date.

Amtrak consents and agrees to the deletion from the Premises of those portions of the Terminal which are within the MWD Parcels so that such deleted portions can be available for the conveyance of the MWD Interests. This deletion shall include, without limitation, the following:

1. Exclusive Building Area. Amtrak's Exclusive Building Area (as defined in Paragraph 2.1.1 of the Lease and depicted on Exhibit B-1 (1994 Revision) to the Lease) is wholly or partially situated within the MWD Parcels, as depicted on Exhibit "B" hereto. As of the Consent Effective Date, Amtrak hereby (i) consents and agrees to the deletion from the Premises of those portions of its Exclusive Building Area which are situated within the MWD Parcels, (ii) acknowledges that such portions of its Exclusive Building Area are no longer subject to the Lease, and (iii) grants and conveys to Catellus all of its right, title, and interest, if any, in and to such portions of its Exclusive Building Area.

2. Exclusive Site Area. Amtrak's Exclusive Site Area (as defined in Paragraph 2.1.2 of the Lease and depicted on Exhibit B-1 (1994 Revision) to the Lease) is partially situated within the MWD Parcels, as also depicted on Exhibit "B" hereto. As of the Consent Effective Date, Amtrak hereby (i) consents and agrees to the deletion from the Premises of that portion of its Exclusive Site Area which is situated within the MWD Parcels, (ii) acknowledges that such portion of its Exclusive Site Area is no longer subject to the Lease, and (iii) grants and conveys to Catellus all of its right, title, and interest, if any, in and to such portion of its Exclusive Site Area.

3. Common Areas. The Common Areas of the Terminal (as defined in Paragraph 2.1.4 of the Lease and depicted on Exhibit B-1 (1994 Revision) to the Lease) including, without limitation, the short-term parking area described in Paragraph 25.2 of the Lease, are partially situated within the MWD Parcels, as also depicted on Exhibit "B" hereto. As of the Consent Effective Date, Amtrak hereby (i) consents and agrees to the deletion from the Premises of those portions of the Common Areas, including, without limitation, the short-term parking area and Amtrak's rights to park therein, which are situated within the MWD Parcels, (ii) acknowledges that such portions of the Common Areas, including, without limitation, the short-term parking area and Amtrak's rights to park therein, are no longer subject to the Lease, (iii) acknowledges that MWD will be granted non-exclusive rights over the remaining portions of the Common Areas of the Terminal to access the MWD Parcels and MWD Interests, and (iv) grants and conveys to Catellus all of its right, title, and interest, if any, in and to such portions of the Common Areas, including, without limitation, the short-term parking area and Amtrak's rights to park therein.

4. Access. As provided in Paragraph 2.2 of the Lease, access to the Premises (as modified in connection with the Relocation) is hereby modified, effective as

of the Consent Effective Date, to be consistent with the Relocation and the alternate facilities provided in connection therewith. As further provided in said Paragraph 2.2, such modified access shall allow convenient and unobstructed ingress and egress to the Premises; provided, however, that such access shall not be across the MWD Parcels.

5. Public Parking. Paragraph 25 of the Lease requires that Catellus provide a minimum of 850 public parking spaces at the Terminal. The completion of the MTA Gateway Intermodal Transit Center will provide approximately 2100 additional public parking spaces available for use by employees, invitees, and other patrons of Union Station. Accordingly, Amtrak agrees that it will not be necessary for Catellus to continue to provide 850 spaces at the Terminal. Catellus and Amtrak have therefore agreed that Catellus shall be obligated to provide a reasonable number of public parking spaces which, when considered in conjunction with all other public spaces available at the terminal, provide adequate public parking for the use of Amtrak's employees, invitees, and patrons; provided, however, that such parking shall not be on or across the MWD Parcels. The parking spaces provided by Catellus shall comply will all other provisions of said Paragraph 25.

6. Estoppel and Waiver. For the benefit of Catellus and MWD and with the understanding that MWD will be relying on the following in connection with MWD's acquisition of the MWD Areas, Amtrak hereby waives and releases any claim, demand, lien, or cause of action which it has, or may now or in the future have, known or unknown, against or pertaining to the MWD Parcels, MWD Interests, and/or MWD in connection with any act, ommission, event , or performance occurring on or before the Consent Effective Date under or pursuant to or arising out of the Lease or occupancy of the Premises. Amtrak shall look soley to Catellus, which right Catellus hereby acknowledges, and not MWD for all claims, demands, liens or causes of action under or pursuant to or arising out of the Lease or occupancy of the Premises.

7. Third Party Beneficiary. Commencing with MWD's acquisition of the MWD Interests, MWD shall be a third party beneficiary of the rights arising under this letter.

8. WITH RESPECT TO THE CLAIMS RELEASED PURSUANT TO PARAGRAPH 6 ABOVE, AMTRAK ACKNOWLEDGES THAT IT HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

BEING AWARE OF SAID CODE SECTION, AMTRAK HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Please acknowledge your consent and agreement to the foregoing which shall be effective as of the Consent Effective Date, by signing this letter in the space provided and returning it to me at your earliest convenience. We sincerely appreciate your courtesy and cooperation in regard to this matter.

Catellus Development Corporation,
a Delaware corporation

By: _____
Ira Yellin, Senior Vice President

Agreed to and accepted this ___ day
of _____, 1996

National Railroad Passenger Corporation

By: _____

Title: _____

cc: Mr. John Skinner
National Railroad Passenger Corporation
800 North Alameda Street
Los Angeles, CA 90012

EXHIBITS TO LETTER AGREEMENT REGARDING MWD

A. Location of the MWD Parcels.

B. Depiction of Amtrak Exclusive Building Area, Amtrak Exclusive Site, and Common Areas Situated Within MWD Parcels.

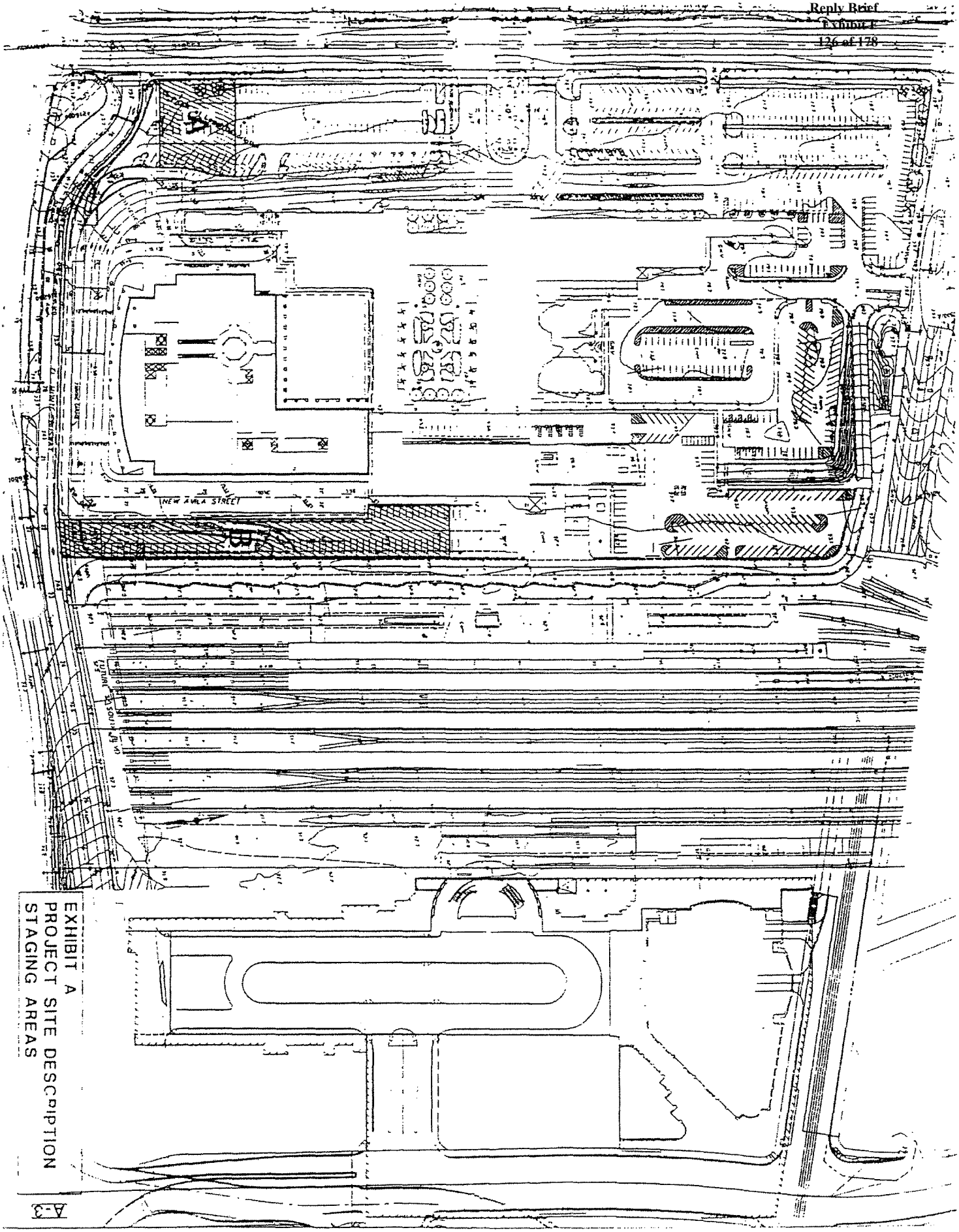


EXHIBIT A
PROJECT SITE DESCRIPTION
STAGING AREAS

EXHIBIT D-2

1994 ESTIMATED COMMON AREA BUDGET

06-Oct-94

...AINTENANCE & REPAIRS-COMMON AREA MAINTENANCE

ACCOUNT	DESCRIPTION	1994 ANNUAL CAM BUDGET
515120020	REPAIR-BUILDING-OTHER-CAM	40,000
525120220	REPAIR-ELECTRICAL-CAM	10,000
525120520	REPAIR-GLAZING/WINDOW-CAM	750
525121020	REPAIR-MACHINE EQUIPMENT-CAM	2,000
525121420	REPAIR-PARKING LOT-CAM	20,000
525121620	REPAIR-PLUMBING-CAM	10,000
525121720	REPAIR-ROOFS-CAM	1,000
525121820	REPAIR-SEWERS/DRAINS-CAM	2,500
525122020	REPAIR-SIGNS-CAM **	2,000
525131120	O&M-CLEAN-CONTRACT SERVICES-CAM	184,000
525131220	O&M-CLEAN-MISC-CAM	43,000
525131320	O&M-CLEAN SUPPLIES-CAM	13,000
525131820	O&M-DECO-NONRENTAL-CAM	2,000
525132020	O&M-SIGNS/DIRECTORY-CAM	5,000
525132120	O&M-KEYS/LOCKS-CAM	7,500
525132220	O&M-ELEC. SUPPLIES-CAM	14,000
525133020	O&M-HVAC-MISC-CAM	2,000
525133620	O&M-LANDSCAPE-MISC-CAM	12,000
525133720	O&M-LANDSCAPE-CONTRACT SERVICES-EXT. CAM	36,000
525133920	O&M-LICENSE/PERMITS-CAM	8,000
525133952	O&M-LIFE SAFETY EQUIPMENT-SPECIAL CAM	1,200
525134320	O&M-MISCELLANEOUS-CAM	15,000
525134420	O&M-PAINTING EXTERIOR CAM	7,500
525134520	O&M-PAINTING INTERIOR CAM	3,500
525134720	O&M-PEST CONTROL-CAM	7,500
525136520	O&M-SCAVENGER-CONTRACT SERVICES-CAM	25,000
525136720	O&M-SECURITY-CONTRACT SERVICES-CAM	135,000
525137620	O&M-UNIFORMS-CAM	650
525138352	O&M-WINDOW WASHING-CAM	2,000
525139620	O&M-SPRINKLER REPAIR-CAM	2,500
TOTAL MAINT. & REPAIR CAM		614,600
PROFESSIONAL SERVICES CAM		
525135320	O&M-PRO-OTHER-CAM	1,500
TOTAL PROFESSIONAL SERVICES CAM		1,500
UTILTIES CAM		
525137920	O&M-UTILITIES-ELECTRICITY-CAM	6,000
525138020	O&M-UTILITIES-GAS-CAM	250
525138220	O&M-UTILITIES-WATER/SEWER-CAM	9,000
TOTAL UTILTIES CAM		15,250
INSURANCE		
525133320	O&M-INSURANCE-FIRE-CAM	9,924
525139420	O&M-INSURANCE-EARTHQUAKE-CAM	35,221
TOTAL INSURANCE		45,145
TAXES		
525151020	TAX-PROP-REAL ESTATE-CAM	301,600
TOTAL TAXES		301,600
SUBTOTAL MAINTENANCE, REPAIR, INSURANCE, & TAX EXPENSE-CAM		978,095
1) MANAGEMENT FEE		
525134020	MANAGEMENT FEE (BASED ON 5% OF DIRECT CAM)	48,905
2) STAFF AND G & A COST		
525199991	SEE ATTACHED SCHEDULE FOR DETAIL	137,310
RESERVE ACCOUNT		
52519993	BASED ON 5.0% OF TOTAL CAM	48,905
TOTAL AMTRAK COMMON AREA EXPENSES		1,213,215

Mgmt fee is on top of CAM

EXHIBIT D-2

95 CDC UNION STATION STAFF AND GENERAL ADMINISTRATIVE COSTS SCHEDULE- COMMON AREA

POSITION:	ANNUAL SALARY:	MULTIPLIER:	TOTAL STAFF COST:	%TIME ON CAM:	ANNUAL CAM COST:
ASSET MGR.	42,000.00	2.30	96,600.00	0.25	24,150.00
PROP. MGR./ACCT.	45,000.00	2.30	103,500.00	0.50	51,750.00
MAINT. ENGR.	36,000.00	2.30	82,800.00	0.50	41,400.00
MGR. FIN. ANAL.	58,000.00	2.30	133,400.00	0.15	20,010.00
					137,310.00

SCHEDULE 2.5.3 (JULY 1993)

Agreed upon assumptions and calculations for the period January 1 - June 30, 1993 under § 2.5.3 of the Catellus/Amtrak LAUS Lease.

I. ASSUMPTIONS:

26 Monthly Revenue MetroLink passenger Trains
29 Monthly Revenue Amtrak Passenger Trains
879,100 Total Square Feet in Train Yard
502,343 Exclusive Amtrak Square Feet in Train Yard
313,964 Exclusive MetroLink Square Feet in Train Yard

II. CALCULATIONS:

	AMTRAK	METROLINK
a)	502,343/879,100 = 0.571	313,964/879,100 = 0.357
b)	(1 - [0.571 + 0.357])(29/55) (1 - 0.928)(29/55) (0.072)(0.5273) = 0.038	(1 - [0.571 + 0.357])(26/55) (1 - 0.928)(26/55) (0.072)(0.4727) = 0.034

Totals:

0.571 + 0.038 = 0.609	0.357 + 0.034 = 0.391

a:trains

EXAMPLE CALCULATION FOR PARAGRAPH 2.5.3. (JULY 1, 1994)

A. mptions:

Amtrak Yard	494546
Metrolink Yard	309070
Common Yard	61884
Total Yard	**865500**

Amtrak trains/day	35
Metrolink trains/day	50
Total trains/day	**85**

(a) 494546 / 865500 = 0.5714 (Amtrak's % of Trainyard)

(b) 1 - (494546 / 865500) + (309070 / 865500)

equates to...
1 - (803616 / 865500) = 0.0715

then calculate Amtrak's daily train %...
35 Amtrak trains per day / 85 Total trains per day = 0.4118

then multiply
0.4118 Amtrak daily train % x 0.0715 = 0.0294

then add total paragraph (a) plus total paragraph (b)
0.5714 + 0.0294 = 0.6008

EXAMPLE CALCULATION FOR PARAGRAPH 4.3 (July 1, 1994)

*Exclusive Amtrak Building Area	86559	sq.ft.
*Exclusive Amtrak Site	14264	sq.ft.
*Train Yard (886,500 x 60.08%)	519992	sq.ft.
TOTAL	620815	sq.ft.

Total Amtrak area as defined above 620,755/1,741,245 Total Leasable Area = .3565 or 35.65%

NOTES:

(1) In this example Amtrak's share of CAM would equate to 35.65% compared to the original allocation of 44%. Recognize that Catellus also receives CAM (negotiated) from Metrolink S.C.R.R.A.

(2) All square footage calculations are derived from January 1994 map (see Exhibit B)

(3) Train counts per day based on conversations with Lillian Tamoria of Amtrak and David Solow of the MTA for the period January 1 through June 30, 1994.

8/2/94 - DAVID SOLOW CONVERSATION: MTA METROLINK TRAIN INFORMATION

TRAINS TO/THROUGH UNION STATION

1994	TOTAL TRAINS	DAYS IN MONTH	AVG TRAINS/DAY
JAN	1252	31	40.39
FEB	1376	28	49.14
MAR	1611	31	51.97
APR	1573	30	52.43
MAY	1572	31	50.71
JUN	1642	30	54.73
Average:			**49.87**

8/4/94: LILLIAN TAMORIA CONVERSATION: AMTRAK TRAIN INFORMATION

- Stated that 35 trains per day have arrived from Amtrak everyday.
- The number has not changed since January 1, 1994 (through June 30, 1994)

May 7, 1996

Jared I. Roberts, Esq.
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, D.C. 20002

Re: Amtrak/MWD

Dear Jad:

This letter will confirm that you have now authorized me to release the original of the estoppel letter given by Amtrak in connection with Catellus' proposed transaction with MWD. I enclose a copy of the estoppel letter, with its exhibits, for your records.

In addition, this letter will confirm that after the completion of the relocation of Amtrak's facility, which is currently in progress, Catellus and Amtrak will jointly prepare and execute a new amendment to the lease which will confirm the precise square footages of Amtrak's various areas and document the adjustment, if any, in the rent and other charges payable pursuant to the lease.

As always, thank you very much for your courtesy and cooperation in connection with this matter.

Very truly yours,

Clay M. Smith
Assistant General Counsel

M7jircms.let
Enclosure

cc: Ms. Debbie Kirk (w/o enc.)

EXHIBIT A

TENANT ESTOPPEL CERTIFICATE

To: Bank of America National Trust
and Savings Association ("Bank")
California Real Estate Services Group No.9105
50 California Street, 11th Floor
San Francisco, California 94111
Attn: Phyllis Wong

National Railroad Passenger Corporation ("Tenant") hereby certifies and agrees that as of February 24, 1997:

1. Tenant is the present owner and holder of the tenant's interest under the lease described below, as it may be amended to date (the "Lease") with **CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation,** as Landlord (who is called "Borrower" for purposes of this Certificate). The Lease covers approximately 86,559 square feet of space in the building (the "Building") at the following address, 800 No. Alameda Street, Los Angeles, CA 90012, as more fully identified in the Lease (the "Premises").

2. (a) The attached Exhibit A accurately identifies the Lease and all modifications, amendments, supplements, side letters, addenda and riders of and to it.

(b) The term of the Lease commenced on January 1, 1991, and will expire on December 31, 2005, including any presently exercised option or renewal term. Tenant has no option or right to renew, extend or cancel the Lease, or to lease additional space in the Premises or Building (except as specified in the Lease, a copy of which is attached hereto). The Lease provides that in addition to the Premises, Tenant has the right to use or rent 96 parking spaces for employee use in or near the Building during the term of the Lease. The Lease also provides that Landlord will provide 850 parking spaces for Tenant's passengers, employees, invitees, licensees and guests (except as modified by the letter agreement dated April 24, 1996, a copy of which is attached hereto).

(c) Tenant has no option or preferential right to purchase all or any part of the Premises (or the land or Building of which the Premises are a part), and has no right or interest with respect to the Premises or the Building other than as Tenant under the Lease (except as specified in the Lease a copy of which is attached hereto or may arise under federal law).

(d) The annual minimum rent currently payable under the Lease is $749,230.86 and such rent has been paid through January 31, 1997.

(e) Additional rent is payable under the Lease for (i) operating, maintenance or repair expenses, (ii) property taxes. Such additional rent has been paid in accordance with Borrower's rendered bills through January 31, 1997. The current annual amounts for estimated additional rental items are as follows: (1) operating, maintenance or repair expenses $755,928.00, (2) property taxes $195,350.00.

(f) Tenant has made no agreement with Borrower or any agent, representative or employee of Borrower concerning free rent, partial rent, rebate of rental payments or any other similar rent concession (except as expressly set forth in the letter dated May 7, 1996 from Mr. Clay Smith to Mr. Jared Roberts, Esq., a copy of which is attached hereto). Tenant is not entitled to any credit against any rent or other charge or rent concession under the Lease except as set forth in the Lease. No rental payments have been made more than one month in advance.

(g) Borrower currently holds a security deposit in the amount of (None) which is to be applied by Borrower or returned to Tenant in accordance with the Lease. Tenant acknowledges and agrees that Bank shall have no responsibility or liability for any security deposit, except to the extent that any security deposit shall have been actually received by Bank.

3. (a) The Lease is in full force and effect and constitutes the entire agreement between Tenant and Borrower with respect to the Premises, and has not been modified, changed, altered or amended except as shown in Exhibit A. There are no other agreements, written or oral, which affect Tenant's occupancy of the Premises.

(b) All insurance required of Tenant under the Lease has been provided by Tenant and all premiums have been paid.

(c) To the best knowledge of Tenant, no party is in default under the Lease and no event has occurred which, with the giving of notice or passage of time or both, would constitute such a default.

(d) The interest of Tenant in the Lease has not been assigned or encumbered.

(e) All contributions required by the Lease to be paid by Borrower to date for improvements to the Premises have been paid in full and all of Borrower's obligations with respect to tenant improvements have been fully performed. Tenant has accepted the Premises, subject to no conditions other than those set forth in the Lease.

(f) Neither Tenant nor any guarantor of Tenant's obligations under the Lease is the subject of any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships.

4. Tenant represents and warrants that it has not used, generated, released, discharged, stored or disposed of any Hazardous Substances on, under, in or about the Building or the land on which the Building is located, other than in the ordinary and commercially reasonable course of Tenant's business in compliance with all applicable laws. Except for any such legal and commercially reasonable use by Tenant, Tenant has no actual knowledge that any Hazardous Substance is present, or has been used, generated, released, discharged, stored or disposed of by any party, on, under, in or about such Building or land except for possible minor releases of petroleum products in connection with customary railroad operations and also except for any matters contained in, or disclosed by, the report of the train yard investigation which accompanied the letter dated October 10, 1996 from Mr. David Solow of SCRRA to Catellus Development Corporation.

As used herein, "Hazardous Substance" means any substance, material or waste (including petroleum and petroleum products) which is designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is similarly designated, classified or regulated, under any federal, state or local law, regulation or ordinance.

5. Tenant hereby acknowledges that Borrower intends to encumber or has encumbered the property (the "Property") containing the Premises with a deed of trust in favor of Bank (the "Deed of Trust"). Tenant acknowledges the right of Borrower, Bank and Borrower's future lenders to rely upon the statements and representations of Tenant contained in this Certificate. Tenant hereby agrees to furnish Bank with such other and further estoppel certificates as Bank may reasonably request.

6. Default; Cure; Amendments; Subleases; Etc.

(a) Notices of Default; Material Notices; Bank's Rights to Cure Default. Tenant shall send a copy of any notice of default or other material notice or similar statement under the Lease to Bank at the same time such notice or statement is sent to Borrower. In the event of any act or omission by Borrower which would give Tenant the right to terminate the Lease or to claim a partial or total eviction, Tenant shall not exercise any such right or make any such claim until it has given Bank written notice of such act or omission and has given Bank either thirty (30) days to cure the default if the default is monetary, or a reasonable time for Bank to cure the default if the default is nonmonetary. Nothing in this Agreement, however, shall be construed as a promise or undertaking by Bank to cure any default of Borrower.

(b) Amendments; Subleases; Etc. Bank, if it becomes Purchaser of the Property or otherwise takes possession of the Property, and any other Purchaser of the Property, shall not (i) be bound by any prepayment by Tenant of more than one month's installment of rent; or (ii) be obligated for any security deposit not actually delivered to Purchaser; or (iii) be bound by any sublease or assignment of the Lease except as may be expressly permitted in the Lease.

(c) Definitions of "Transfer of the Property" and "Purchaser". As used in this document, the term "Transfer of the Property" means any transfer of Borrower's interest in the Property by foreclosure, trustee's sale or other action or proceeding for the enforcement of the Deed of Trust or by deed in lieu thereof. The term "Purchaser" means any transferee, including Bank, of the interest of Borrower as a result of any such Transfer of the Property, and also includes any and all successors and assigns, including Bank, of such transferee.

7. Attornment. Tenant hereby agrees that if any Transfer of the Property should occur, Tenant shall and hereby does attorn to Purchaser, including Bank if it should become the Purchaser, as the landlord under the Lease, and Tenant shall be bound to Purchaser under all of the terms, covenants and conditions of the Lease for the balance of the Lease term and any extensions or renewals of it which may then or later be in effect under any validly exercised extension or renewal option contained in the Lease, all with the same force and effect as if Purchaser had been the original landlord under the Lease. This attornment shall be effective and self-operative without the execution of any further instruments, upon Purchaser's succeeding to the interest of the landlord under the Lease (subject however to Section 8 below)].

8. Nondisturbance. The enforcement of the Deed of Trust shall not terminate the Lease or disturb Tenant in the possession and use of the Premises unless at the time of foreclosure Tenant is in default under the Lease or this Agreement and Bank so notifies Tenant in writing at or prior to the time of the foreclosure sale that the Lease will be terminated by foreclosure because of such default.

TENANT:

National Railroad Passenger Corporation

By: _____

Name: Deno Bokas

Title: Director of Finance

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

By: _____

Title: Vice President

EXHIBIT D1

CAPITAL RESERVE ACCOUNT CATEGORIES

Capital Reserve Account Expenses are those costs incurred in the following categories which occur as Extraordinary Events, defined herein as non-routine expenses as part of reasonably required or appropriate for, and incident to, the operation of the structures and grounds currently included in the Common Areas. Such events are either major replacements or are generally unplanned and unbudgeted expenditures and will repair, maintain, or improve common areas for passenger health, safety or general use.

ACCOUNT NO.	DESCRIPTION
20020	**Building - Other:** Extraordinary repair and maintenance of sidewalk pavement areas.
20220	**Electrical and Phone:** Extraordinary repair and maintenance or improvement of electrical and phone switchgear, panels, motors, fans, etc.
20820	**HVAC:** Extraordinary repair and maintenance or improvement of the HVAC/boiler system.
21020	**Machinery:** Extraordinary repair and maintenance or improvement of the air handling units (motors and fans).
21420	**Roadways:** Extraordinary repair and maintenance of roadways.
21620	**Plumbing:** Extraordinary repair and maintenance of sump pumps.
21720	**Roofs:** Extraordinary repair and maintenance of roofing systems including flashing, sky lights, roof tiles, rain gutters and down spouts, regardless of where located at the Terminal.
21820	**Sewer and Drain Lines:** Extraordinary repair and maintenance of sump pump ejector lines, drain field lines, and main sewer line(s).
22420	**Water Lines:** Extraordinary repair and maintenance of plumbing fixtures and water lines.
32520	**Equipment Rental:** Rental of major equipment for extraordinary events.
32720	**Floor Cover Repair/Replacement:** Extraordinary repairs and replacement of tile, marble and other floor coverings.

32820	**HVAC Contract Services:** Extraordinary repair and maintenance or improvement of heating and ventilating units.
32920	**HVAC Supplies:** Filters and other supplies associated with extraordinary events.
33020	**HVAC Miscellaneous:** Extraordinary repair and maintenance or improvement of equipment which do not have a specific category. Lessor will supply appropriate documentation to support any submitted expense.
34420	**Paint Exterior:** Extraordinary painting of exterior areas of all buildings regardless of where located within the Terminal, including the covered patio areas and graffiti.
34520	**Paint Interior:** Extraordinary painting of Common Areas and annual painting within the public bathrooms.,
35320	**Professional Services Other:** Any extraordinary event professional services needed.
36620	**Special Event Security:** Additional security associated with extraordinary events.

ORIGINAL

FIFTH AMENDMENT TO LEASE BETWEEN CATELLUS OPERATING LIMITED PARTNERSHIP AND NATIONAL RAILROAD PASSENGER CORPORATION WITH RESPECT TO LOS ANGELES UNION STATION

This Fifth Amendment to Lease between Catellus Operating Limited Partnership and National Railroad Passenger Corporation with respect to Los Angeles Union Station (this "**Amendment**") is made and entered into as of the 31st day of December 2005 (the "**Effective Date**"), by and among Catellus Operating Limited Partnership, a Delaware limited partnership, ("**Lessor**") and National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("**Amtrak**").

RECITALS

A. Lessor and Amtrak are parties to (i) that certain Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of January 1, 1991, (ii) that certain First Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of June 1, 1992, (iii) that certain undated Second Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station, (iv) that certain letter agreement from Lessor to Amtrak dated April 24, 1996, which is hereinafter referred to as the Third Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station, and (v) that certain Fourth Amendment to Lease By and Between Catellus Operating Limited Partnership and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of March 25, 2004, (collectively, the "**Lease**").

B. Lessor and Amtrak have jointly reviewed the Premises occupied by Amtrak and remeasured the Exclusive Building Area and the Exclusive Site Area. These portions of the Premises are shown in Exhibit A attached hereto (the "**Premises Plan**") and the area calculations are shown in Exhibit B attached hereto (the "**Premises Area Calculations**"). This Amendment will memorialize these updated measurements.

C. Lessor and Amtrak have jointly reviewed the base rent calculations for the Premises and they are shown on Exhibit C attached hereto (the "**Base Rent Calculations**"). This Amendment will memorialize these findings.

D. As a result of the remeasurement of portions of the Premises, Amtrak's Percentage has been adjusted and is shown on Exhibit D attached hereto (the "**Amtrak Percentage Calculation**").

E. Pursuant to Paragraph 3.2 of the Lease, Amtrak has exercised its first option to extend the Lease for five (5) years (the "**Amtrak Option Notice**").

F. Lessor and Amtrak have agreed to amend the Lease as specifically provided in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Amtrak do hereby agree as follows:

1. Incorporation. Paragraphs A, B, C, D and E above are hereby incorporated by reference as if set forth in full at this point. All provisions and defined terms in the Lease are also incorporated by reference. All exhibits and schedules to this Amendment are incorporated by reference.

2. Premises. Lessor and Amtrak hereby agree that the attached Premises Plan as set forth in Exhibit A and the Premises Area Calculations as set forth in Exhibit B reflect the portions of the Exclusive Building Area and Exclusive Site Area currently occupied by Amtrak.

3. Base Rent Calculations. Lessor and Amtrak hereby agree that the attached Base Rent Calculations set forth in Exhibit C accurately reflects the Base Rent for Amtrak.

4. Base Rent Reconciliation. Based on the attached Base Rent Calculations set forth in Exhibit C and effective December 31, 2005, Amtrak owes to Lessor Base Rent in the amount of $29,412 and this amount will be paid to Lessor upon execution of this Amendment.

5. Amtrak Share. Based on the new measurements for the Exclusive Building Area and the Exclusive Site Area and as provided for in Paragraphs 2.5 and 4.3 of the Lease, the Amtrak Share has been redetermined and the calculations are set forth in Exhibit D.

6. Option Period & Term of Agreement. Pursuant to Paragraph 3.2 of the Lease, Amtrak has exercised its first option to extend the Lease for 5 years. Lessor and Amtrak hereby agree that the Term of the Lease Agreement shall be extended for five (5) years commencing on January 1, 2006 and ending December 31, 2010 (the "**Term**").

7. Base Rent During Option Period. Base Rent as of January 1, 2006 through December 31, 2006 is equal to $76,546 per month as detailed in the Option Period Base Rent Summary set forth in Exhibit E. The Base Rent for the remainder of the Option Period will be calculated in accordance with the terms of the Lease.

8. Integration and Restatement. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Lease and this Amendment shall not be further amended or modified except by a written instrument signed by both parties. This Amendment shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Amendment. Except as expressly provided herein, Lessor and Amtrak fully confirm, ratify, and restate the Lease and each provision thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CATELLUS OPERATING LIMITED PARTNERSHIP,
a Delaware limited partnership

By Palmtree Acquisition Corporation, a Delaware corporation, its general partner successor in interest to Catellus Development Corporation

By: _____

Printed Name: Ted Antenucci

Title: President

NATIONAL RAILROAD PASSENGER CORPORATION,
a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia

By: _____

Printed Name: Sally J. Bellet, Esquire
~~Vice President~~
Real Estate Development

Title: _____

EXHIBIT A
Premises Plan

Attached are the following five color sheets from the ZGF Plans dated 8/8/2003:

Sheet A2.1
Sheet A2.2
Sheet A3.1
Sheet A3.2
Sheet A4.1

EXHIBIT B
Premises Area Calculations

A. Exclusive Building Area	
Amtrak Bus Canopy	1,980
Machine Shop	3,980
Repair Shop	2,970
Amtrak Office/Baggage First Floor	18,210
Amtrak Ticketing First Floor	2,700
Amtrak Station Office First Floor	600
Amtrak Office/Luggage Handling Second Floor	25,468
Amtrak Office Third Floor	11,750
Total Exclusive Building Area	**67,658**
B. Exclusive Site Area	
Bus Plaza	8,910
Amtrak Site (East of Bldg.)	32,590
Machine Shop	3,194
Total Exclusive Site Area	**44,694**

	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005
CPI Index & Rent Per SF/Unit															
October Index	138.7	142.9	148.4	150.9	153.4	155.2	158.8	161.1	163.2	167.2	173.8	178.3	183.7	187.8	196.3
Factor	1.0000000	1.0302812	1.0984885	1.0168464	1.0165673	1.0117340	1.0231959	1.0144836	1.0130354	1.0245098	1.0394737	1.0258918	1.0302860	1.0223190	1.0452609
Exclusive Building Base Rent per S.F.	$0.250	$0.258	$0.267	$0.272	$0.276	$0.280	$0.286	$0.290	$0.294	$0.301	$0.313	$0.321	$0.331	$0.339	$0.354
Exclusive Site Base Rent per S.F.	$0.040	$0.041	$0.043	$0.044	$0.044	$0.045	$0.046	$0.046	$0.047	$0.048	$0.050	$0.051	$0.053	$0.054	$0.057
Area Calculations															
Exclusive Building	80,235	80,235	80,235	81,824	82,959	74,617	68,658	68,658	68,658	68,658	68,658	68,658	68,658	68,658	68,658
Exclusive Site	17,458	17,458	17,458	15,595	14,264	32,015	44,694	44,694	44,694	44,694	44,694	44,694	44,694	44,694	44,694
Base Rent Count Escalation (10% Increase Per Year)	25.00	27.50	30.25	33.28	36.60	40.26	44.29	48.72	53.59	58.95	64.84	71.33	78.46	86.31	94.94
Base Rent Calculations															
Base Rent Other (Exclusive Building)	$240,705	$247,994	$257,539	$267,064	$275,254	$250,480	$235,823	$239,239	$242,357	$248,297	$258,899	$264,781	$272,890	$278,889	$291,512
Base Rent (Exclusive Site)	$8,380	$8,634	$8,966	$8,144	$7,572	$17,195	$24,562	$24,918	$25,243	$25,861	$26,882	$27,578	$28,413	$29,046	$30,362
Base Rent (Facility Usage)	$378,688	$390,155	$405,171	$411,997	$418,822	$423,737	$433,566	$439,845	$445,579	$456,500	$474,520	$486,806	$501,549	$512,743	$535,951
Total Base Rent	$627,772	$646,782	$671,676	$687,204	$701,649	$691,412	$693,951	$704,002	$713,179	$730,659	$759,501	$779,165	$802,763	$820,680	$857,825
Totals/Monthly	$52,314	$53,899	$55,973	$57,267	$58,471	$57,618	$57,829	$58,667	$59,432	$60,888	$63,292	$64,930	$66,897	$68,390	$71,485
Amtrak Payments															
Annual Base Rent Paid	$627,772	$646,605	$671,179	$713,896	$723,891	$732,386	$749,231	$749,231	$749,231	$749,231	$749,231	$749,231	$749,231	$749,231	$749,231
Monthly Rent Paid	$52,314	$53,884	$55,932	$59,491	$60,324	$61,032	$62,436	$62,436	$62,436	$62,436	$62,436	$62,436	$62,436	$62,436	$62,436
Summary															
Total Base Rent Calculation	$627,772	$646,782	$671,676	$687,204	$701,649	$691,412	$693,951	$704,002	$713,179	$730,659	$759,501	$779,165	$802,763	$820,680	$857,825
Total Amtrak Base Rent Payments	$627,772	$646,605	$671,179	$713,896	$723,891	$732,386	$749,231	$749,231	$749,231	$749,231	$749,231	$749,231	$749,231	$749,231	$749,231
Annual Amount Due To/(From) Landlord	$0	$177	$497	($26,692)	($22,242)	($40,974)	($55,280)	($45,229)	($36,052)	($18,572)	$10,270	$29,934	$53,532	$71,449	$108,594
Amount Due To Landlord January 1, 1991 through December 31, 2005	**$29,412**														

NOTES:
1) Adjustments to square footage in 1994 and 1996 utilize a blended average based upon the effective date of the square footage changes.
2) Adjustment in 1996 forward reflects new configuration plus one area that has been used exclusively by Amtrak (Red Cap Waiting Area) equal to 1,000 sf (40x25).
3) CPI Index is the October index for the year before the adjustment (e.g. October 2003 index for January 2004 adjustment).
4) In 1999 it appears that rent was paid for 13 months rather than 12 months. Our review indicates that this extra payment was applied to outstanding amounts from prior years.

EXHIBIT D
Amtrak Percentage Calculations

Assumptions:	
Amtrak Yard	494,546
Metrolink Yard	309,070
Common Yard	61,884
Total Yard	865,500
Amtrak Trains Per Day	28
Metrolink Trains Per Day	102
Total Trains Per Day	130
Paragraph 2.5.3a	
Amtrak Yard	494,546
Total Yard	865,500
Amtrak Percentage of Trainyard	57.140%
Paragraph 2.5.3b	
Factor	1.00
Amtrak Yard	494,546
Total Yard	865,500
Metrolink Yard	309,070
Total Yard	865,500
Subtotal	78.570%
Factor	1.00
Amtrak + Metrolink Yard	803,616
Total Yard	865,500
Subtotal	7.150%
Amtrak Trains Per Day	28
Total Trains Per Day	130
Amtrak % Trains Per Day	21.54%
Amtrak % Trains Per Day	21.54%
Amtrak Percentage of Trainyard	7.150%
Subtotal	1.54%
Total a + b	58.68%
Paragraph 4.3	
Exclusive Amtrak Building Area	67,658
Exclusive Amtrak Site Area	44,694
Amtrak Share of Train Yard	507,875
Total	620,227
Total Amtrak Area	620,227
Total Leasable Area	1,741,245
Amtrak CAM Share	35.62%
Rounded To:	**36.00%**

EXHIBIT E

Base Rent During Option Period

The Base Rent for the first year of the Option Period is shown below. The Base Rent for the remainder of the Option Period will be calculated in accordance with the terms of the Lease.

Base Rent - Exclusive Site & Building (Based on CBRE appraisal)	$53,586
FMRV Applicable Percentage (Par. 4.2.6 of Lease)	55%
Adjusted Base Rent - Exclusive Site & Building	$29,472
Base Rent - Facility Usage (Based on CPI Adjustment)	$47,074
Total Monthly Base Rent Effective 1/1/06 through 12/31/06	$76,546

FOURTH AMENDMENT TO LEASE BETWEEN

CATELLUS OPERATING LIMITED PARTNERSHIP

AND

NATIONAL RAILROAD PASSENGER CORPORATION

WITH RESPECT TO LOS ANGELES UNION STATION

This Fourth Amendment to Lease between Catellus Operating Limited Partnership and National Railroad Passenger Corporation with Respect to Los Angeles Union Station (this "**Amendment**") is made and entered into as of the 25th day of March 2004 (the "**Effective Date**"), by and among Catellus Operating Limited Partnership, a Delaware limited partnership, as successor by merger to Catellus Development Corporation, a Delaware corporation ("**Lessor**"), Catellus Land and Development Corporation, a Delaware corporation ("**CLDC**"), and National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("**Amtrak**").

RECITALS

A. Lessor and Amtrak are parties to (i) that certain Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of January 1, 1991, (ii) that certain First Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of June 1, 1992, (iii) that certain undated Second Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station and (iv) that certain letter agreement from Lessor to Amtrak dated April 24, 1996, which is hereinafter referred to as the Third Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station (collectively, the "**Lease**").

B. Lessor has conveyed the Released Property (as defined in Recital C below) to CLDC, and therefore CLDC is also a party to the Lease by virtue of its ownership of the Released Property.

C. Lessor has advised Amtrak that CLDC intends to grant to (i) Lincoln Property Company Southwest, Inc., or its designee ("**Lincoln**") a fee estate in the portion of the Common Areas described in Exhibit A attached hereto (the "**Lincoln Parcel**") and (ii) Los Angeles County Children and Families First Proposition 10 Commission ("**Prop 10**") a leasehold estate (with an option to purchase) in the portion of the Common Areas described in Exhibit B attached hereto (the "**Prop 10 Parcel**"). The Lincoln Parcel and the Prop 10 Parcel are sometimes collectively referred to herein as the "**Released Property.**" The Lincoln Parcel and the Prop 10 Parcel are depicted on Exhibit C attached hereto.

D. Lessor, CLDC and Amtrak have agreed to amend the Lease as specifically provided in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor, CLDC and Amtrak do hereby agree as follows:

1. Incorporation. Paragraphs A, B, C and D above are hereby incorporated by reference as if set forth in full at this point. All provisions and defined terms in the Lease are also incorporated by reference. All exhibits and schedules to this Amendment are incorporated by reference.

2. Common Areas. The Common Areas are partially situated within the Released Property. Amtrak hereby (i) consents and agrees to the deletion from the Premises of those portions of the Common Areas, including, without limitation, Amtrak's rights to park therein, which are situated with the Released Property, (ii) acknowledges that such portions of the Common Areas, including, without limitation, Amtrak's rights to park therein, are no longer subject to the Lease and no longer constitute Common Areas, (iii) acknowledges that Lincoln and Prop 10 will be granted non-exclusive rights over the remaining portions of the Common Areas for parking and access to and from the Released Property and consents and agrees not to disturb the use by Lincoln and Prop 10 for such purposes, and (iv) grants and conveys to CLDC all of its right, title, and interest, if any, in and to such portions of the Common Areas within the Released Property, including, without limitation, Amtrak's rights to park therein. As the Released Property is no longer subject to the Lease, the parties acknowledge and agree that, as of the date hereof, CLDC is no longer a party to the Lease.

3. Estoppel and Waiver. For the benefit of Lincoln and Prop 10, and with the understanding that Lincoln and Prop 10 (individually, a "**Benefitted Party**" and collectively, the "**Benefitted Parties**") will be relying on the following in connection with their acquisition of the Released Property, Amtrak hereby waives and releases any claim, demand, lien, or cause of action which it has, or may now or in the future have, known, or unknown, against or pertaining to the Released Property and/or each Benefited Party in connection with any act, omission, event, or performance occurring, under or pursuant to or arising out of the Lease or occupancy of the Premises, prior to the date that each such Benefitted Party acquired its portion of the Released Property (the "Release Date"). Amtrak shall look solely to Lessor, which right Lessor hereby acknowledges, and not a Benefitted Party for all claims, demands, liens or causes of action under or pursuant to or arising out of the Lease or occupancy of the Premises prior to the Release Date.

4. Third Party Beneficiary. Commencing with a Benefitted Party's acquisition of its portion of the Released Property, such Benefitted Party shall be a third party beneficiary of the rights arising under this Amendment.

5. Integration and Restatement. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Lease and this Amendment shall not be further amended or modified except by a written instrument signed by both parties. This Amendment shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Amendment. Except as expressly provided herein, Lessor and Amtrak fully confirm, ratify, and restate the Lease and each provision thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

CATELLUS OPERATING LIMITED PARTNERSHIP,
a Delaware limited partnership (as successor by merger to Catellus Development Corporation)

By Catellus Development Corporation,
a Delaware corporation (formerly known as Catellus SubCo, Inc.), its sole general partner

By: _____

Printed Name: TIMOTHY B CAREY

Title: EXECUTIVE VICE PRESIDENT - URBAN DEVELOPMENT

NATIONAL RAILROAD PASSENGER CORPORATION,
a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia

By: _____

Printed Name: Sally Bellet

Title: Vice President, Real Estate Developmen

CATELLUS LAND AND DEVELOPMENT CORPORATION, a Delaware corporation

By: Catellus Urban Development Corporation,
a Delaware corporation
Its: Agent

By: _____

Printed Name: TIMOTHY B CAREY

Title: EXECUTIVE VICE PRESIDENT
URBAN DEVELOPMENT

EXHIBIT A

Lincoln Parcel Legal Description

PARCEL A:

Those portions of Lot 1 and Lot A of Tract No. 10151, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 157, Pages 45, 46 and 47 of Maps, Records of said County, described as follows:

Beginning at a point on the westerly line of said Lot 1, distant thereon South 10 degrees 01 minutes 01 seconds West 280.47 feet from the most northerly corner of said Lot A; thence along said westerly line of Lot 1 and the westerly line of said Lot A, North 10 degrees 01 minute 01 seconds East 280.47 feet to said most northerly corner; thence along the northerly line of said Lot A, South 71 degrees 09 minutes 27 seconds East 264.68 feet to a line which bears at right angles to said northerly line and which passes through the angle point in the southerly line of Cesar E. Chavez Avenue, formerly Macy Street, as described in deed recorded in Book 15023 Page 318, Official Records of said County, said angle point being the westerly terminus of that certain course in said deed having a length of 216.51 feet; thence along said line which bears at right angles South 18 degrees 50 minutes 33 seconds West 10.00 feet to said angle point and the southerly line of said Lot A; thence along said southerly line, South 71 degrees 09 minutes 27 seconds East 0.32 feet to the beginning of a curve, concave southwesterly, and having a radius of 15.00 feet; thence southeasterly 21.25 feet along said curve, through a central angle of 81 degrees 10 minutes 55 seconds; thence South 10 degrees 01 minutes 28 seconds West 73.53 feet to the beginning of a curve, concave northwesterly, and having a radius of 20.00 feet; thence southwesterly 31.42 feet along said curve, through a central angle of 90 degrees 00 minutes 00 seconds; thence North 79 degrees 58 minutes 32 seconds West 54.39 feet to the beginning of a curve concave southeasterly and having a radius of 88.00 feet; thence southwesterly 138.10 feet along said curve through a central angle of 89 degrees 55 minutes 00 seconds; thence South 10 degrees 6 minutes 28 seconds West 33.74 feet; thence North 79 degrees 58 minutes 32 seconds West 110.57 feet to the point of beginning.

PARCEL B:

Those portions of Lot 1 and Lot A of Tract No. 10151, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 157, Pages 45, 46 and 47 of Maps, Records of said County, described as follows:

Beginning at a point on the northerly line of said Lot A distant South 71 degrees 09 minutes 27 seconds East 720.68 feet from the most northerly corner of said Lot A; thence South 10 degrees 04 minutes 22 seconds West 144.08 feet to the beginning of a curve, concave to the northwest, and having a radius 15.00 feet; thence southwesterly 23.55 feet along said curve through a central angle of 89 degrees 57 minutes 06 seconds; thence North 79 degrees 58 minutes 32 seconds West 340.00 feet to the beginning of a curve, concave northeasterly, and having a radius of 20.00 feet; thence northwesterly 31.42 feet along said curve, through a central angle of 90 degrees 00 minutes 00 seconds; thence North 10 degrees 01 minutes 28 seconds East 174.05 feet to the beginning of a curve, concave southeasterly, having a radius of 15.00 feet, and being tangent at its easterly terminus with that certain course in the southerly line of Cesar E. Chavez Avenue, formerly Macy Street, as described in deed recorded in Book 15023 Page 318, Official Records of said County, said certain course having a recited length of 216.51 feet;

thence northeasterly 25.18 feet along said curve, through a central angle of 96 degrees 10 minutes 14 seconds to said certain course; thence along the northerly prolongation of a radial line through said terminus, North 16 degrees 11 minutes 43 seconds East 5.66 feet to the northerly line of said Lot A; thence South 71 degrees 09 minutes 27 seconds East 362.19 feet to the point of beginning.

EXHIBIT B

Prop 10 Parcel Legal Description

That portion of Lot 2 of Tract No. 10151, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 157, Pages 45, 46 and 47 of Maps, Records of said County, described as follows:

Beginning at a point on the westerly line of said Lot 2, distant thereon North 10 degrees 01 minutes 01 seconds East 566.33 feet from the southwesterly corner of said Lot 2; thence South 79 degrees 58 minutes 59 seconds East 110.20 feet; thence South 10 degrees 01 minutes 01 seconds West 371.78 feet to the northerly line of the land described in deed to Metropolitan Water District of Southern California, recorded May 31, 1996 as Instrument No. 96-858207 of Official Records of said County; thence along said northerly line, North 79 degrees 58 minutes 59 seconds West 110.20 feet to said westerly line of Lot 2; thence North 10 degrees 01 minutes 01 seconds East 371.78 feet to the point of beginning.

EXHIBIT C

Depiction of Lincoln Parcel and Prop 10 Parcel

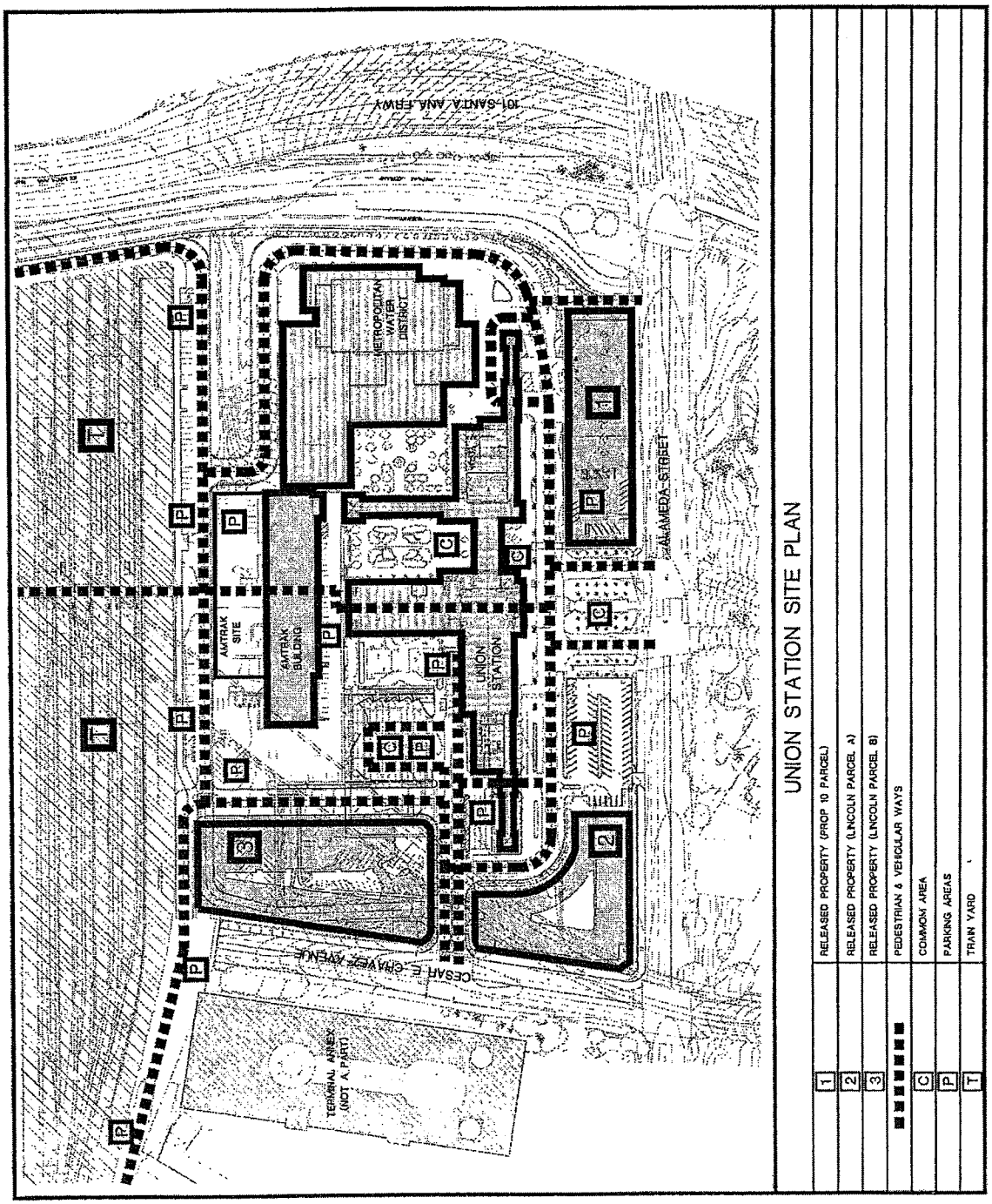
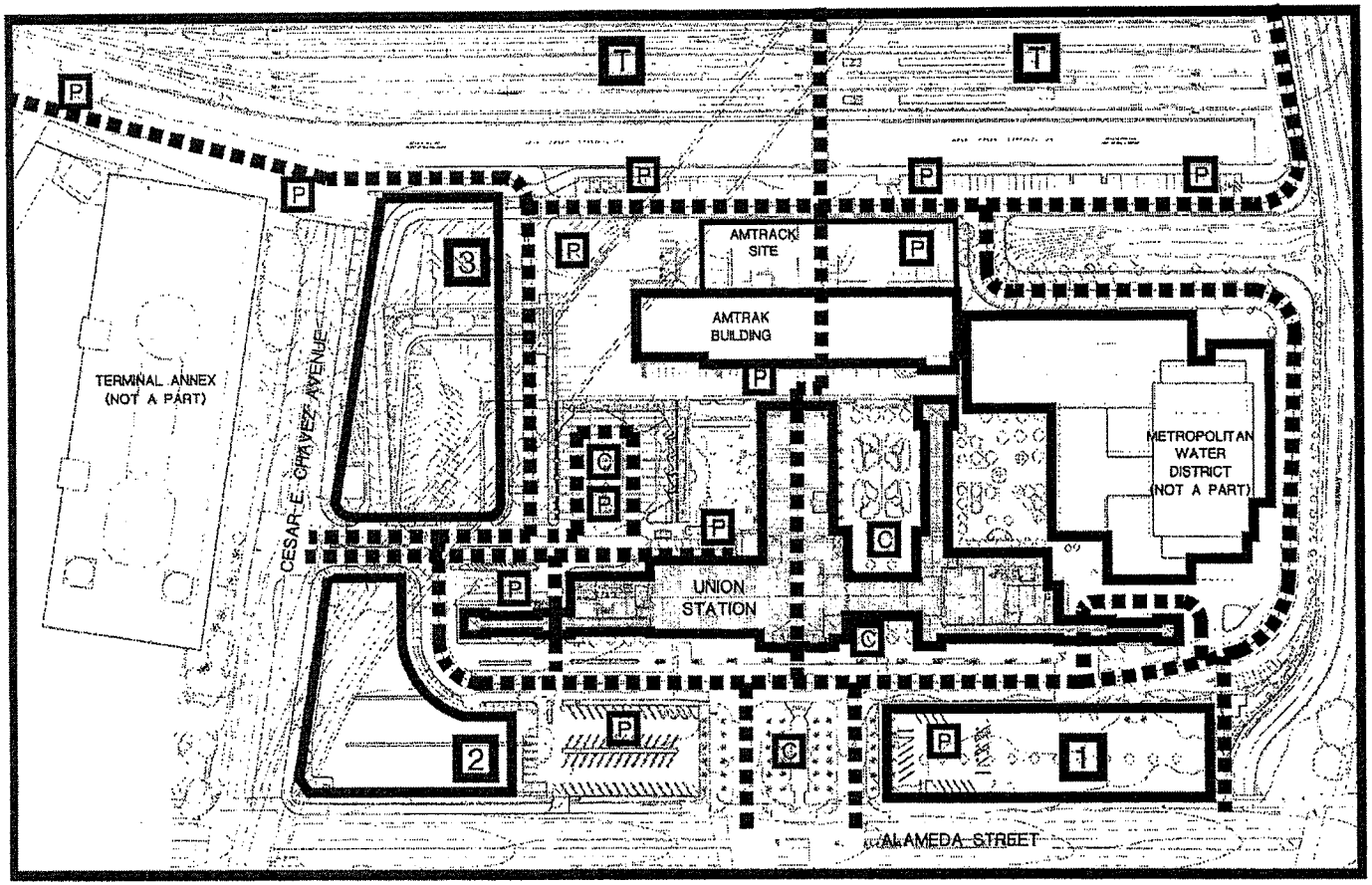
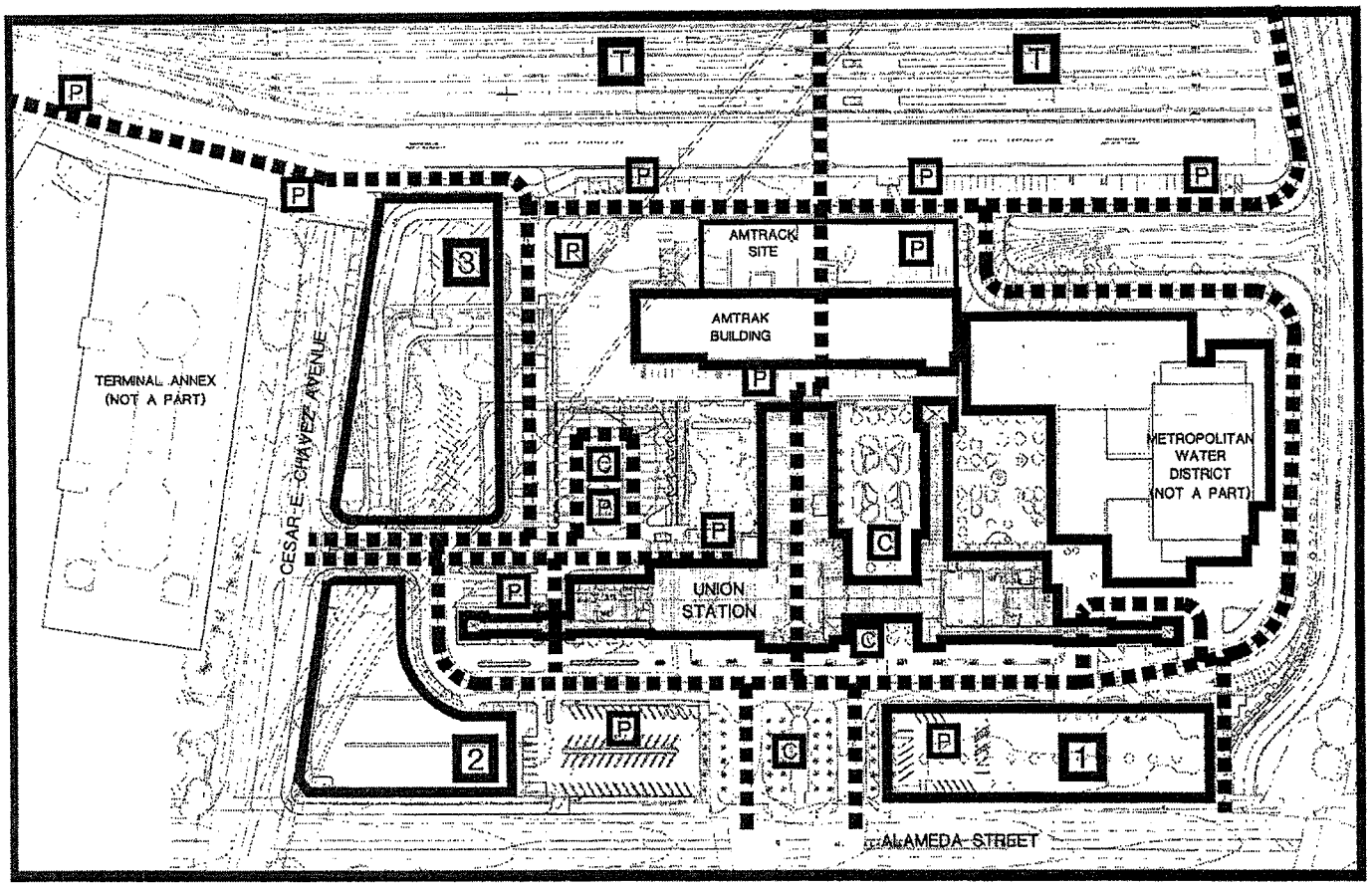


EXHIBIT "C"



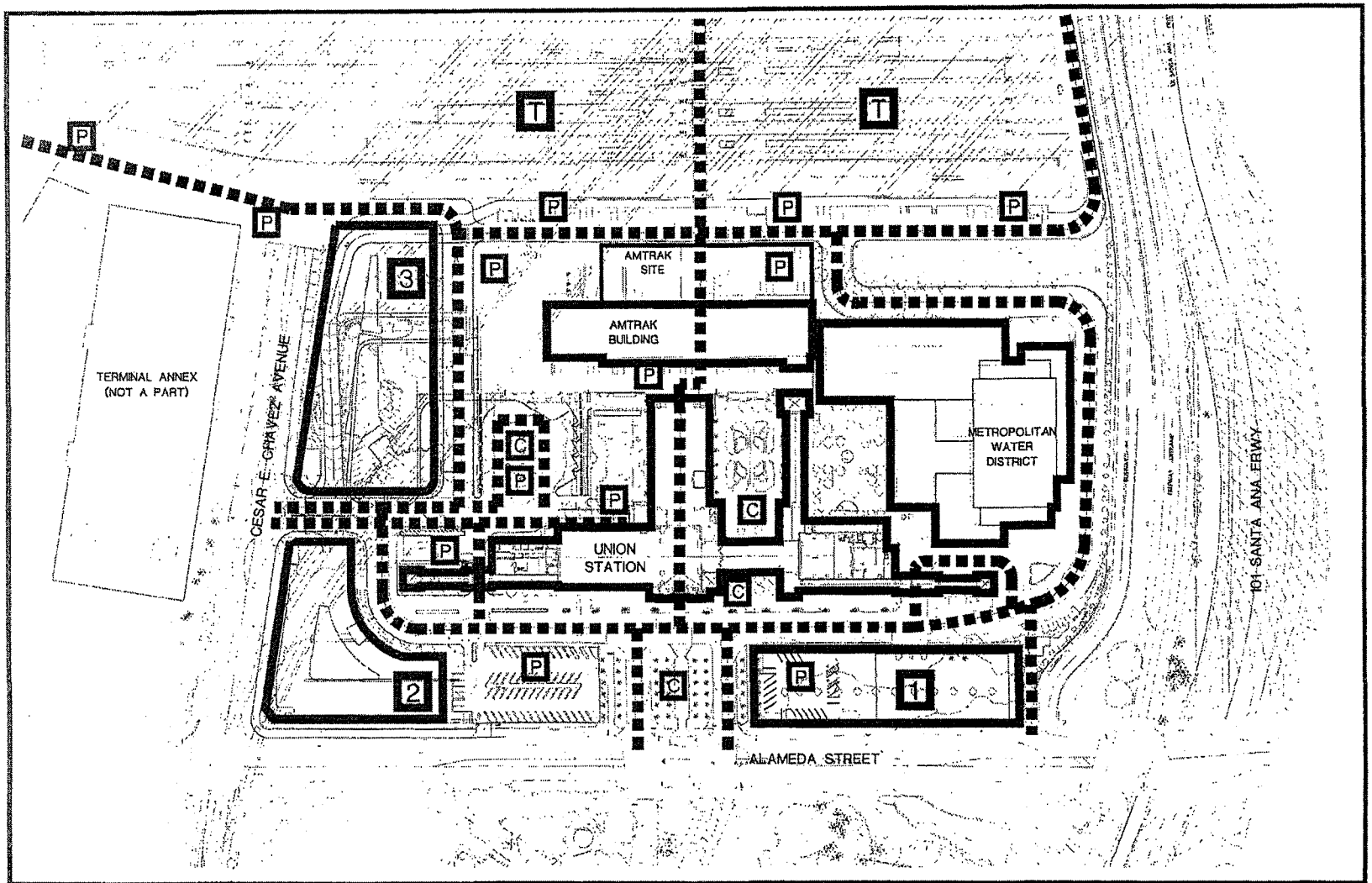
UNION STATION SITE PLAN

1	RELEASED PROPERTY (PROP 10 PARCEL)
2	RELEASED PROPERTY (LINCOLN PARCEL A)
3	RELEASED PROPERTY (LINCOLN PARCEL B)
■■■■■■■	PEDESTRIAN & VEHICULAR WAYS
C	COMMOM AREA
P	PARKING AREAS
T	TRAIN YARD



UNION STATION SITE PLAN

1	RELEASED PROPERTY (PROP 10 PARCEL)
2	RELEASED PROPERTY (LINCOLN PARCEL A)
3	RELEASED PROPERTY (LINCOLN PARCEL B)
■■■■■■■	PEDESTRIAN & VEHICULAR WAYS
C	COMMOM AREA
P	PARKING AREAS
T	TRAIN YARD



UNION STATION SITE PLAN

1	RELEASED PROPERTY (PROP 10 PARCEL)
2	RELEASED PROPERTY (LINCOLN PARCEL A)
3	RELEASED PROPERTY (LINCOLN PARCEL B)
■■■■■■■	PEDESTRIAN & VEHICULAR WAYS
C	COMMOM AREA
P	PARKING AREAS
T	TRAIN YARD

SIXTH AMENDMENT TO LEASE BETWEEN CATELLUS OPERATING LIMITED PARTNERSHIP AND NATIONAL RAILROAD PASSENGER CORPORATION WITH RESPECT TO LOS ANGELES UNION STATION

This Sixth Amendment to Lease between Catellus Operating Limited Partnership and National Railroad Passenger Corporation with respect to Los Angeles Union Station (this "**Amendment**") is made and entered into as of the 1st day of September 2010 (the "**Effective Date**"), by and among Catellus Operating Limited Partnership, a Delaware limited partnership, ("**Lessor**" or "**Catellus**") and National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("**Lessee**" or "**Amtrak**").

RECITALS

A. Lessor and Lessee are parties to (i) that certain Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of January 1, 1991, (ii) that certain First Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of June 1, 1992, (iii) that certain undated Second Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station, (iv) that certain letter agreement from Lessor to Amtrak dated April 24, 1996, which is hereinafter referred to as the Third Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station, and (v) that certain Fourth Amendment to Lease By and Between Catellus Operating Limited Partnership and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of March 25, 2004 and (vi) that certain Fifth Amendment to Lease Between Catellus Operating Limited Partnership and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of December 31, 2005, (collectively, the "**Lease**").

B. Pursuant to Paragraph 3.2 of the Lease, Lessee has exercised its second option to extend the Lease for five (5) years (the "**Lessee's Second Extension Option Notice**").

C. Lessor and Lessee have mutually agreed upon the Fair Market Rental Value for the Exclusive Site and Building, pursuant to Paragraph 4 of the Lease.

D. Lessor and Lessee desire to extend the term of the Lease as set forth hereinbelow.

E. Lessor and Lessee desire by this Amendment to further amend the Lease as hereinafter provided.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee do hereby agree as follows:

1. **Incorporation**. Paragraphs A, B, C, D and E above are hereby incorporated by reference as if set forth in full at this point. All provisions and defined terms in the Lease are also incorporated by reference. All exhibits and schedules to this Amendment are incorporated by reference.

2. **Defined Terms.** Lessor and Lessee hereby agree that all initial capitalized terms used in this Amendment shall have the same meaning given such terms in the Lease, as shall be appropriate, unless otherwise defined in this Amendment.

3. **Extension of Term.** Pursuant to Paragraph 3.2 of the Lease, Lessee has exercised its second option to extend the Lease for Five (5) years (the "**Second Extension Period**"). The term of the Lease is extended for sixty (60) months and shall expire December 31, 2015, subject to all of the terms, covenants and conditions contained in the Lease, respectively, except as set forth in this Amendment.

4. **Amendment of Lease.** The Lease is amended as of the date hereof (the "Effective Date"), as follows:

4.1 Paragraph 4 ("Base Rent") is amended by adding the following to the end thereof:

Base Rent - Exclusive Site & Building (Based on appraisal)	$59,280
FMRV Applicable Percentage (Par. 4.2.6 of Lease)	75%
Adjusted Base Rent - Exclusive Site & Building	$44,460
Base Rent - Facility Usage (Based on CPI Adjustment)	$51,610
Total Monthly Base Rent Effective 1/1/2011 through 12/31/2011	$96,070

The Base Rent for the remainder of the Second Option Period will be calculated in accordance with the terms of the Lease.

5. **Tenant Improvements.** Lessor shall not be required to provide Lessee with a tenant improvement allowance or to make any repairs or improvements to the Premises. Lessee shall take the Premises in its current "As-Is" condition.

6. **Brokerage Commission.** Lessee represents and warrants to Lessor that Lessee has not engaged any broker with respect to this transaction and that no broker, agent or finder acting or purporting to act on Lessee's behalf is, or might be, entitled to a commission in connection with the lease renewal transaction contemplated herein.

7. **Successors.** The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

8. **Integration and Restatement**. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Lease and this Amendment shall not be further amended or modified except by a written instrument signed by both parties. This Amendment shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Amendment.

Except as expressly provided herein, Lessor and Lessee fully confirm, ratify, and restate the Lease and each provision thereof.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LESSOR:

CATELLUS OPERATING LIMITED PARTNERSHIP, a Delaware limited partnership

By: Palmtree Acquisition Corporation, a Delaware corporation, its general partner

By: Eric D. Brown
Name: Eric D. Brown
Title: Senior Vice President

LESSEE:

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia

By: William G. Gill for Bruce Loolesian
Name: Bruce Loolesian
Its: Assistant Vice President
Real Estate Development

By: _____
Name: _____
Its: _____

CATELLUS ORIGINAL

SECOND AMENDMENT TO LEASE BETWEEN CATELLUS DEVELOPMENT CORPORATION AND NATIONAL RAILROAD PASSENGER CORPORATION WITH RESPECT TO LOS ANGELES UNION STATION

This Second Amendment to Lease between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station (this "Second Amendment") is made and entered into as of this ___ day of ~~October~~ November 1994 (the "Effective Date"), by and between Catellus Development Corporation ("Lessor") and National Railroad Passenger Corporation ("Amtrak") as follows:

RECITALS

A. Lessor and Amtrak are parties to (i) that certain Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of January 1, 1991, and (ii) that certain First Amendment to Lease Between Catellus Development Corporation and National Railroad Passenger Corporation with Respect to Los Angeles Union Station dated as of June 1, 1992 (collectively, the "Lease").

B. Lessor and Amtrak have agreed to amend the Lease as specifically provided in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Amtrak do hereby agree as follows:

1. Incorporation. Paragraphs A and B above are hereby incorporated by reference as if set forth in full at this point. All provisions and defined terms of the Lease are also incorporated by reference. All exhibits and schedules to this Second Amendment are incorporated by reference, whether or not attached hereto.

EXHIBIT A

2. Substitution of Exhibits. Exhibit B-1 (Depiction of the Premises) and Exhibit B-2 (Calculation of Square Footage) to the Lease are hereby deleted and Exhibit B-1 (1994 Revision) (Depiction of the Premises) and Exhibit B-2 (1994 Revision) (Calculation of Square Footage) are hereby substituted therefor.

3. Revision of Exhibit D.

3.1 Reserve Account.

3.1.1 Establishment of Reserve Account. Exhibit D (Common Area Expenses) is hereby deemed to be revised to include an account entitled "Reserve Account." The amount set forth for the Reserve Account on each annual statement of estimated Common Area Expenses prepared and submitted to Amtrak pursuant to paragraph 4.3.2.2 of the Lease shall be a percentage of the aggregate amount of estimated Common Area Expenses as set forth on such statement. The percentage shall be the same percentage of similar expenses paid into any similar reserve account by other major operators of train service at the Premises, up to maximum of five percent (5%).

3.1.2 Use of Reserve Account. The Reserve Account shall be held by Lessor in an interest-bearing account with all earned interest accruing thereon retained in the Reserve Account. The Reserve Account may accumulate from year to year and may be used, in whole or in part, in any calendar year for any authorized purpose. The Reserve Account, or any portion thereof, may be used by Lessor for any cost and expense set forth on Exhibit D-1 and for no other purpose. The Reserve Account is incorporated into the estimate of the common area budget, attached hereto as Exhibit D-2.

3.2 Recovery of Lessor's Staff Costs. Exhibit D (Common Area Expenses) is hereby deemed to be revised to provide that the actual, allocated cost of Lessor's personnel which constitutes Common Area Expenses, including, without limitation, Account Nos. 35120, 35220, 35320, and 35420 shall be multiplied by 2.3, and the product shall constitute the Common Area Expense for such Accounts.

4. Determination of Amtrak's Portion and Lessee's Percentage.

4.1 Schedule of Redetermination. Paragraph 2.5.3 of the Lease provides for the determination of Amtrak's Portion of the Expenses (as defined in paragraph 4.3 of the Lease) related to the Train Yard. Paragraph 4.3 provides for the determination of Lessee's Percentage of Common Area Expenses. Lessor and Amtrak hereby agree that Amtrak's Portion and Lessee's Percentage shall be redetermined in accordance with said paragraphs 2.5.3 and 4.3 as of January 1 and July 1 of each calendar year. In the event that such redetermination is not completed on or before such date, an additional payment of Expenses and/or Common Area Expenses by Amtrak, or a credit in favor of Amtrak against future payments of Expenses and/or Common Area Expenses, as appropriate, shall be made within thirty (30) days following the completion of such redetermination.

4.2 Redetermination of Lessee's Percentage of Common Area Expenses. Lessee's Percentage of Common Area Expenses has been redetermined, pursuant to Paragraph 4.1 above, as follows:

Date	Lessee's Percentage
January 1, 1993	34.00%
July 1, 1993	32.00%
January 1, 1994	32.00%
July 1, 1994	36.00%

4.3 Redetermination of Amtrak's Portion of Expenses. Amtrak's Portion has been redetermined, pursuant to Paragraph 4.1 above, as follows:

Date	Lessee's Percentage
January 1, 1993	60.90%
July 1, 1993	57.14%
January 1, 1994	57.14%
July 1, 1994	60.00%

The assumptions and calculation pertaining to such redetermination are set forth on Schedule 2.5.3 (July 1993) and Schedule 2.5.3 (July 1994) hereto. There have been no subsequent changes in Amtrak's Portion.

4.4 Memorialization of Future Redeterminations. Future redeterminations of Lessee's Percentage and Amtrak's Portion may be confirmed and memorialized by the parties by letter between the parties and need not be set forth in a formal amendment to the Lease.

5. Integration and Restatement.

5.1 This Second Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof. The Lease and this Second Amendment shall not be further amended or modified except by a written instrument signed by both parties. This Amendment is the joint work product of both parties and shall not be construed more favorably for, or more strictly against, either party on the grounds that such party participated more or less fully in the preparation of this Second Amendment.

5.2 Except as expressly provided herein, Lessor and Amtrak fully confirm, ratify, and restate the Lease and each provision thereof.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Effective Date.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: _____

Its: Vice President - Development

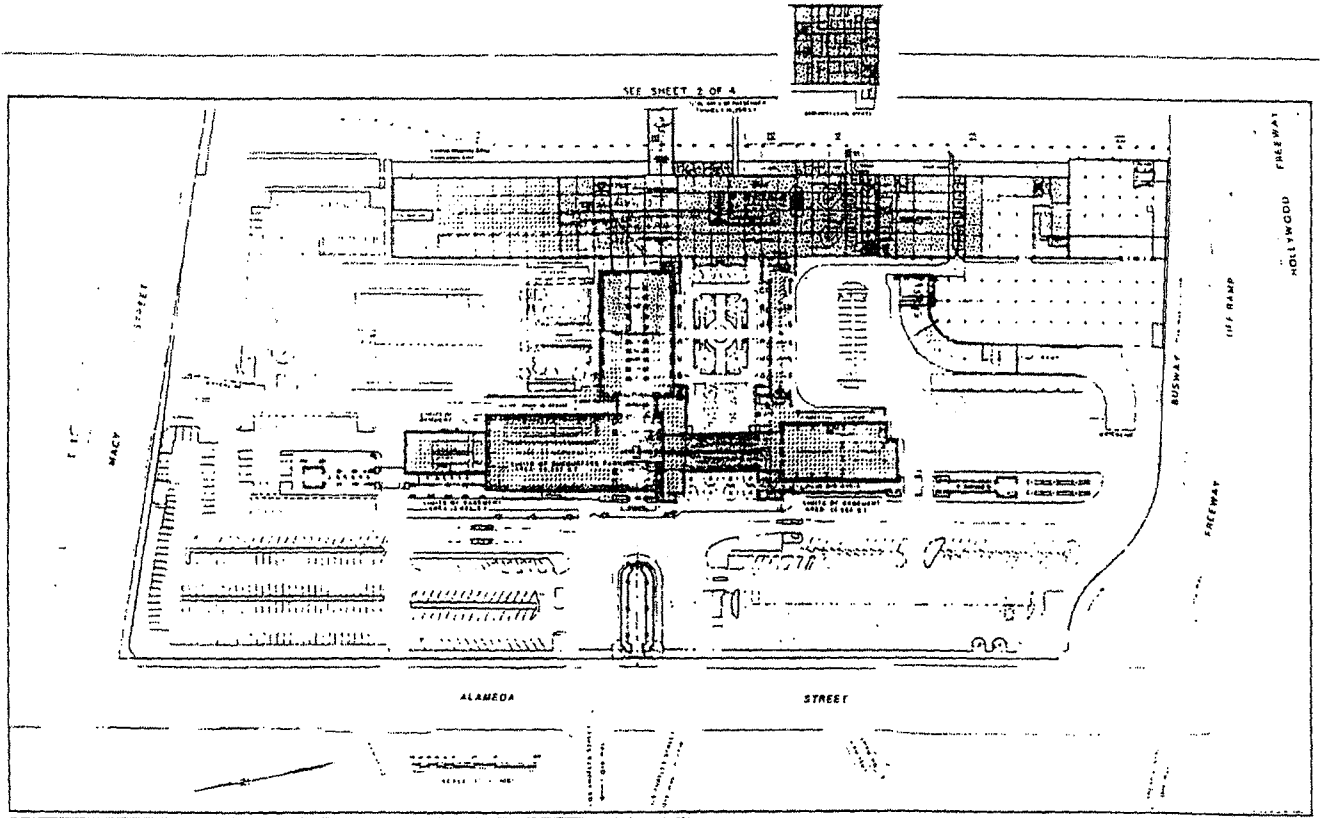
NATIONAL RAILROAD PASSENGER CORPORATION,

By: _____ 11/22/94

Its: Vice President Real Estate
and Operations Development

_____
18 Nov 94

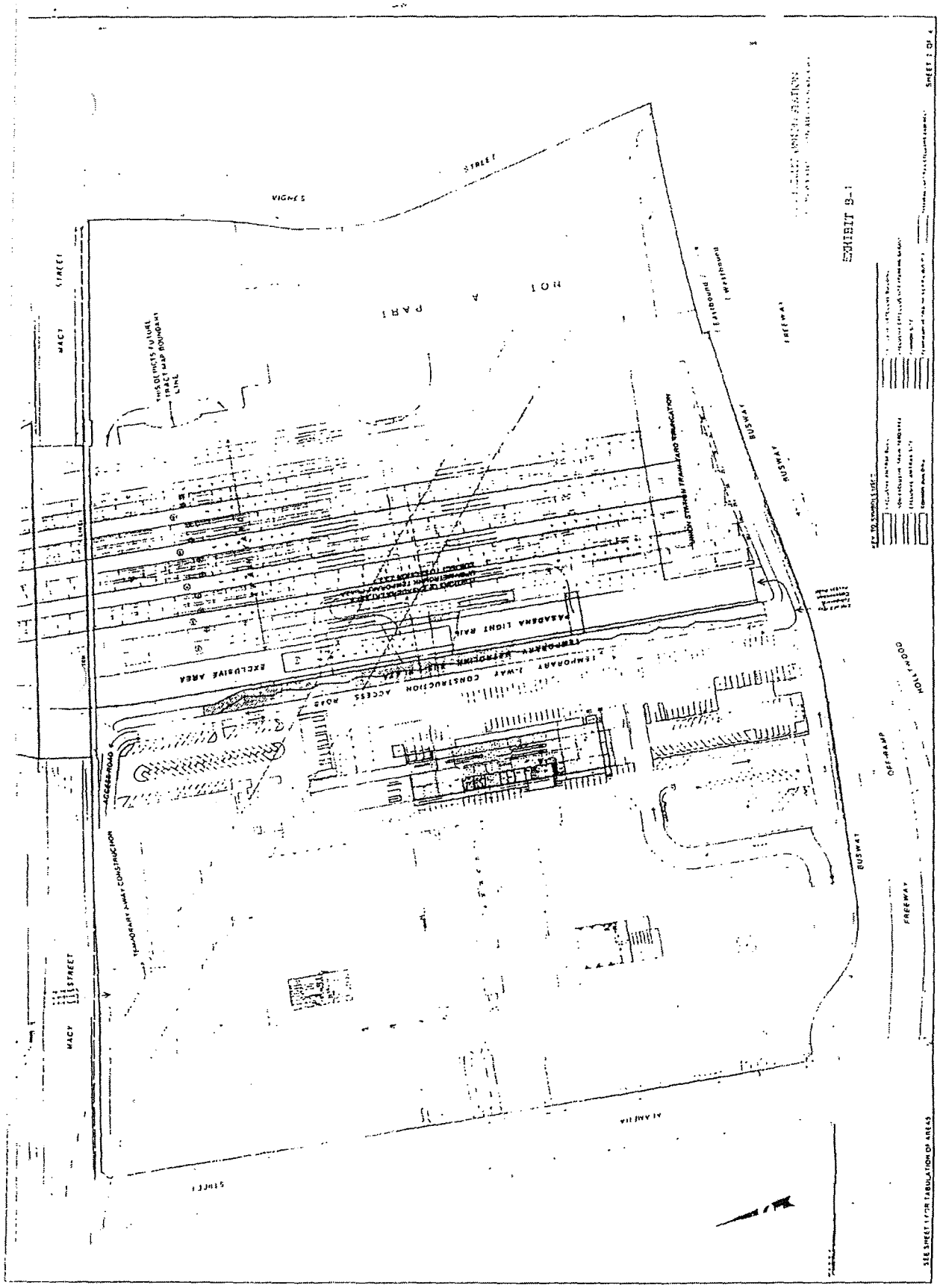
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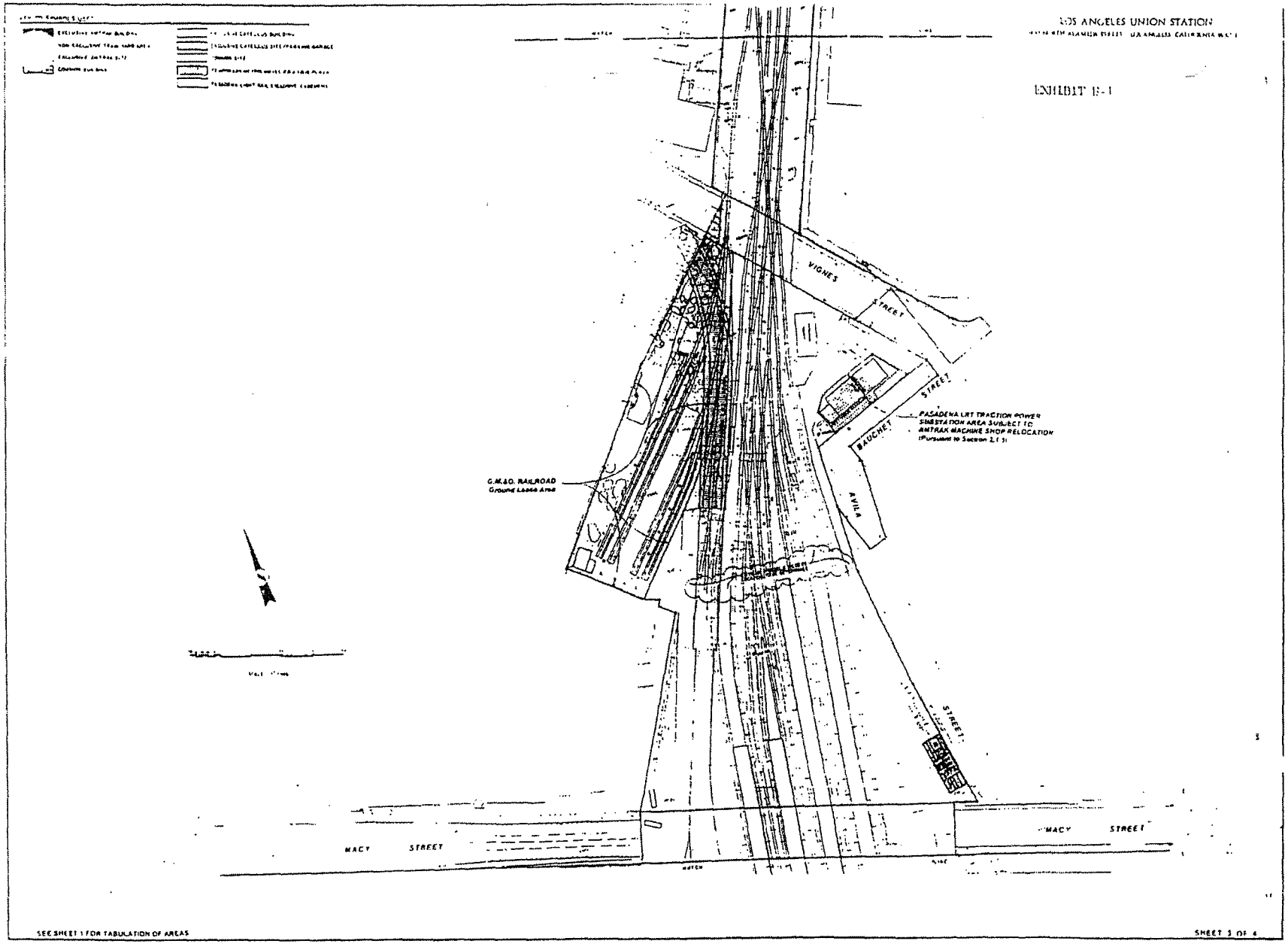


289,708
168066

EXHIBIT B-1
(1994 Revision)
(Depiction of the Premises)

SHEET 1 OF 4


EXHIBIT B-1
VIGNES STREET
MACY STREET
THIS DELINEATES FUTURE TRACT MAP BOUNDARY LINE
EXCLUSIVE AREA
PASADENA LIGHT RAIL
TEMPORARY 2-WAY CONSTRUCTION ACCESS ROAD
TEMPORARY REINFORCING STEEL PLANT
TEMPORARY CONSTRUCTION FENCE
UNION STATION TRANSITWAY TERMINATION
EASTBOUND
WESTBOUND
BUSWAY
FREEWAY
OFF-RAMP
HOLLYWOOD
ALAMEDA STREET
SEE SHEET 1 FOR TABULATION OF AREAS


LOS ANGELES UNION STATION
EXHIBIT F-1
VIGNES STREET
ALAMEDA STREET
BAUCHET STREET
AVILA
PASADENA LRT TRACTION POWER SUBSTATION AREA SUBJECT TO AMTRAK MACHINE SHOP RELOCATION (Pursuant to Section 2.1.3)
G.M.&O. RAILROAD Ground Lease Area
MACY STREET
MACY STREET
SEE SHEET 1 FOR TABULATION OF AREAS
SHEET 3 OF 4

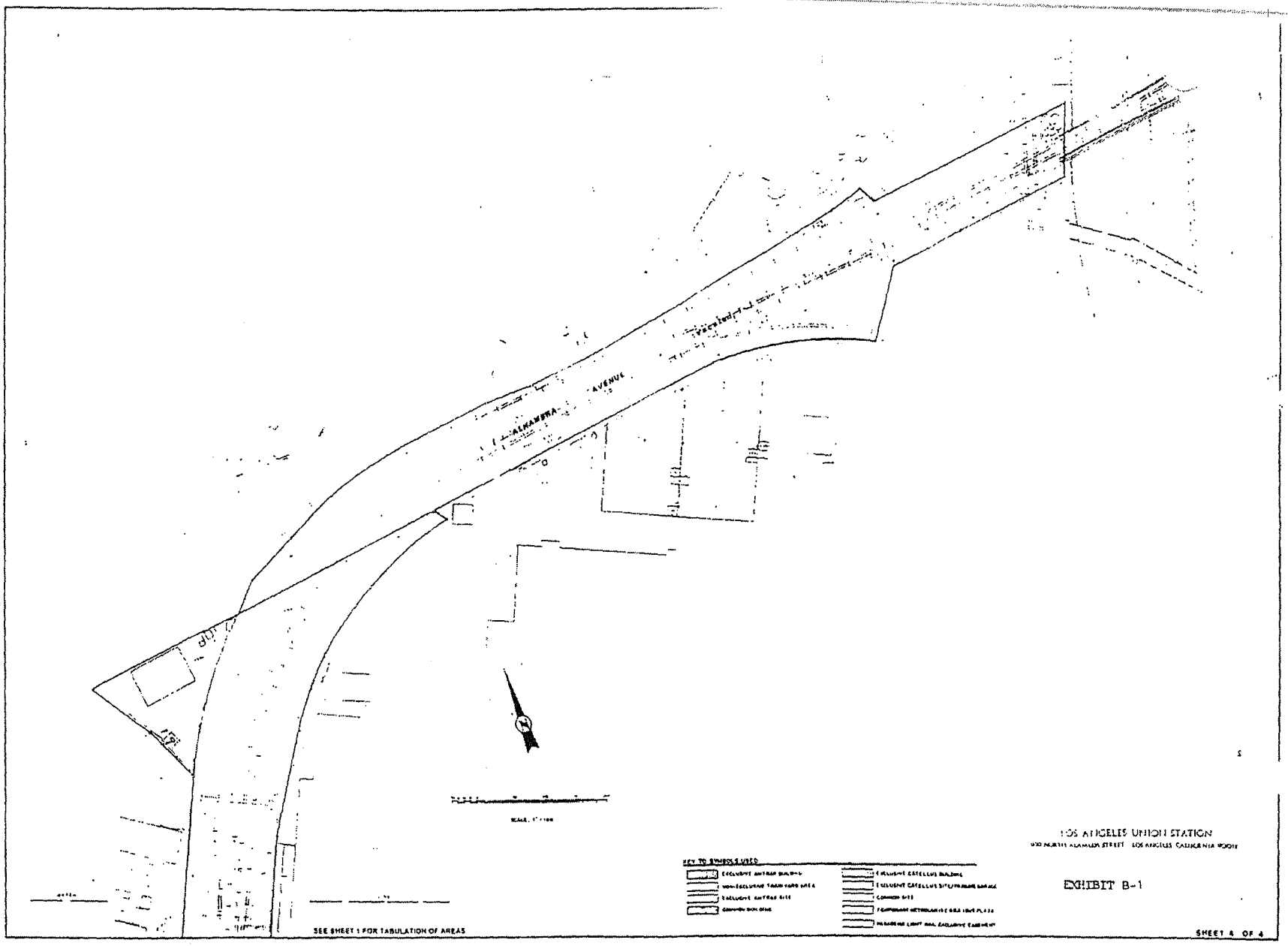

ALAMEDA AVENUE
SEE SHEET 1 FOR TABULATION OF AREAS
LOS ANGELES UNION STATION
EXHIBIT B-1
SHEET 4 OF 4

EXHIBIT B2 (1994 REVISION)
CALCULATION OF SQUARE FOOTAGE
AMTRAK BASE RENT CALCULATION

Union Station Area Calculations	
1. Amtrak Lease Area	
A. Exclusive Amtrak Building:	86,559 sf
B. Exclusive Amtrak Site	14,264 sf
C. Non-Exclusive Trainyard	865,500 sf
	966,323 sf
2. Other Leasable Area	
A. Exclusive Catellus Building	66,499 sf
B. Exclusive Catellus Site	579,401 sf
C. Pasadena Light Rail Easement	100,912 sf
D. Metrolink Bus Plaza	28,110 sf
	774,922 sf
3. Common Area	
A. Common Building	65,427 sf
B. Common Site	503,150 sf
	568,577 sf
Total Building	**218,485 sf**
Total Site	**1,962,315 sf**

Amtrak % for Common Area Calculation	
Total Amtrak Leased Area	966,323 sf
Total Other Leasable Area	774,922 sf
Total Leasable Area	1,741,245 sf

Note: Sq. Ft. amounts from Exhibit B map (Jan. 1994)

EXHIBIT D1

CAPITAL RESERVE ACCOUNT CATEGORIES

Capital Reserve Account Expenses are those costs incurred in the following categories which occur as Extraordinary Events, defined herein as non-routine expenses as part of reasonably required or appropriate for, and incident to, the operation of the structures and grounds currently included in the Common Areas. Such events are either major replacements or are generally unplanned and unbudgeted expenditures and will repair, maintain, or improve common areas for passenger health, safety or general use.

ACCOUNT NO.	DESCRIPTION
20020	**Building - Other:** Extraordinary repair and maintenance of sidewalk pavement areas.
20220	**Electrical and Phone:** Extraordinary repair and maintenance or improvement of electrical and phone switchgear, panels, motors, fans, etc.
20820	**HVAC:** Extraordinary repair and maintenance or improvement of the HVAC/boiler system.
21020	**Machinery:** Extraordinary repair and maintenance or improvement of the air handling units (motors and fans).
21420	**Roadways:** Extraordinary repair and maintenance of roadways.
21620	**Plumbing:** Extraordinary repair and maintenance of sump pumps.
21720	**Roofs:** Extraordinary repair and maintenance of roofing systems including flashing, sky lights, roof tiles, rain gutters and down spouts, regardless of where located at the Terminal.
21820	**Sewer and Drain Lines:** Extraordinary repair and maintenance of sump pump ejector lines, drain field lines, and main sewer line(s).
22420	**Water Lines:** Extraordinary repair and maintenance of plumbing fixtures and water lines.
32520	**Equipment Rental:** Rental of major equipment for extraordinary events.
32720	**Floor Cover Repair/Replacement:** Extraordinary repairs and replacement of tile, marble and other floor coverings.

32820	**HVAC Contract Services:** Extraordinary repair and maintenance or improvement of heating and ventilating units.
32920	**HVAC Supplies:** Filters and other supplies associated with extraordinary events.
33020	**HVAC Miscellaneous:** Extraordinary repair and maintenance or improvement of equipment which do not have a specific category. Lessor will supply appropriate documentation to support any submitted expense.
34420	**Paint Exterior:** Extraordinary painting of exterior areas of all buildings regardless of where located within the Terminal, including the covered patio areas and graffiti.
34520	**Paint Interior:** Extraordinary painting of Common Areas and annual painting within the public bathrooms.,
35320	**Professional Services Other:** Any extraordinary event professional services needed.
36620	**Special Event Security:** Additional security associated with extraordinary events.

National Railroad Passenger Co. ...ation, 60 Massachusetts Avenue, N.E., Washingto... ...C. 20002 Telephone (202) 906-3000

ak

L-5293

July 16, 1992

Mr. Greg O. Endsley
Asset Manager
Catellus Development Corporation
800 N. Alameda
Los Angeles, CA 90012

RE: First Amendment To Lease and
Work Letter - Exercise Facility
Los Angeles Union Station
Amtrak File: 04-01-701

Dear Greg:

For your use, I have enclosed one fully executed copy of the First Amendment to Lease and one fully signed copy of the Work Letter. Within the First Amendment document, you will notice that we have added Exhibit 1 (Key Plan) and Exhibit 2 (ADDITIONAL RENT:).

Exhibit 2 describes our understanding of our obligation to pay for cleaning services and to remburse Catellus for tax and insurance costs, if any, that increase due to our building the Locker Room/Exercise Facility. Please have Ted demonstrate Catellus' agreement with this formula by signing and returning the enclosed extra copy of Exhibit 2. If you have any questions, please call me at (202) 906-2940.

Sincerely,

Edward A. Lynch

Edward A. Lynch
Project Manager

Enclosures:

cc: Ted Tanner w/ Exhibits 1 & 2
John McCaffrey

EXHIBIT A

5/20/92

Reply Brief
Exhibit E-93
172 of 178

FIRST AMENDMENT TO LEASE BETWEEN CATELLUS DEVELOPMENT CORPORATION AND NATIONAL RAILROAD PASSENGER CORPORATION WITH RESPECT TO LOS ANGELES UNION STATION

This First Amendment ("First Amendment") to the January 1, 1991 "Lease Between Catellus Development Corporation ("Lessor") and National Railroad Passenger Corporation ("Amtrak") With Respect to Los Angeles Union Station" (the "Lease") is effective as of June 1, 1992.

WHEREAS, Subject to the terms of this First Amendment, Lessor and Amtrak intend to increase Amtrak's leasehold area under the Lease by including an area of approximately 3600 square feet so that Amtrak may construct a locker room for its sole use and an exercise facility for use by the employees of both Lessor and Amtrak.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. THE FACILITY: The Lease is hereby amended by adding to the Premises the approximately 3600 square foot space shown on Exhibit 1 hereto, which is hereinafter referred to as the "Facility."

2. EXCLUSIVE BUILDING AREA: The Facility shall be deemed an Exclusive Building Area under the Lease; provided, however, that, for the purposes of calculating Amtrak's share of Common Area

Expenses under Paragraph 4.3 of the Lease, the area of the Facility shall be deemed to be zero square feet.

3. RELOCATION: The provisions of the Lease with respect to reduction or relocation (e.g., paragraphs 3.5 and 11) shall apply to the Facility; provided, however, that any reduction or relocation of the Facility shall be made at the sole cost of Amtrak if it is a) instituted by Lessor after the third anniversary of the date on which the Facility is completed and available for occupancy by Amtrak, and b) based on the reasonable business needs of Lessor in connection with Lessor's development plans for the Terminal. Alternatively, upon notification that Lessor intends to reduce or relocate the Facility, Amtrak may terminate this First Amendment.

4. TERM: Unless sooner terminated or extended as hereinafter provided, this First Amendment shall expire on the fourth anniversary of the date on which the Facility is completed and available for occupancy by Amtrak. Amtrak may elect to extend the term hereof for two (2) additional one (1) year periods by delivering to Lessor at least 30 days before the end of the initial term hereof or of the first extension period, as applicable, a written notice of such election. Each extension period shall be subject to all the terms and conditions of this First Amendment. Upon expiration of the aforementioned term or extension periods, as applicable, Amtrak may continue to occupy

the Facility on a month to month basis until such time as either party provides at least 30 days advance written notice of termination to the other party.

5. ANNUAL RENT: Amtrak shall pay $1.00 per year to Lessor as annual rent for the Facility, commencing as of the effective date hereof. In the event that Amtrak continues to occupy the Facility after the term or any extension hereof, the rent shall continue to be $1.00 per year until December 31, 2005, after which date Amtrak, if it continues to occupy the Facility, shall pay Fair Market Rental Value for the Facility, as determined in accordance with Paragraph 4.2.7 of the Lease.

6. ADDITIONAL RENT: In addition to annual rent, Amtrak shall pay to Lessor as additional rent those costs which are incurred by Lessor in the categories of "Expenses" listed in Exhibit E of the Lease, and which are reasonably required or appropriate for, and incident to, the operation of the Facility. No other costs shall be included in such additional rent, unless otherwise agreed by Amtrak. Lessor's estimated costs with respect to each such "Expense" is set forth in Exhibit 2 hereto. The provisions of Section 4.3.2.5 of the Lease shall apply to the services provided by Lessor at the Facility. For purposes of Exhibit G-2 to the Lease, the services to be provided at the Facility shall be twice daily a) general cleaning, including the removal of trash and debris and b) sanitize and restock restrooms.

7. USE: The Facility shall be used and occupied by Lessee for such purposes as are reasonably related to the operation of a locker room, restrooms and an exercise facility. The locker room shall be for the exclusive use of Amtrak's employees; the restrooms and exercise facility shall serve the employees of both Lessor and Amtrak.

8. LIABILITY: Use of the Facility by Amtrak's employees shall be subject to the provisions of Paragraph 17.1 of the Lease. Use of the Facility by Lessor's employees shall be deemed an activity "conducted by Lessor, its employees, agents, or servants" for purposes at Paragraph 17.5 of the Lease.

9. MEANING OF WORDS AND TERMS: Unless otherwise indicated, the words and terms used in this First Amendment (e.g., Premises, Terminal) shall have the meanings set forth in the Lease.

10. OTHER PROVISIONS: Except as otherwise provided herein, all provisions of the Lease shall remain in full force and effect; provided, however, that if there is a conflict between any provisions of the Lease and of this First Amendment, the provisions hereof shall control.

IN WITNESS WHEREOF, Lessor and Amtrak have, as of June 1, 1992, executed this First Amendment to the "Lease Between

Catellus Development Corporation and National Railroad Passenger Corporation With Respect to Los Angeles Union Station."

CATELLUS DEVELOPMENT CORPORATION
A Delaware Corporation

By _____

Its VICE PRESIDENT - DEVELOPMENT

NATIONAL RAILROAD PASSENGER CORPORATION

By _____

Its Vice President
Real Estate and
Operations Development

APPROVED AS TO FORM

_____
Assistant General Counsel

2 Jul 12
LAW DEPARTMENT

EXHIBIT 1

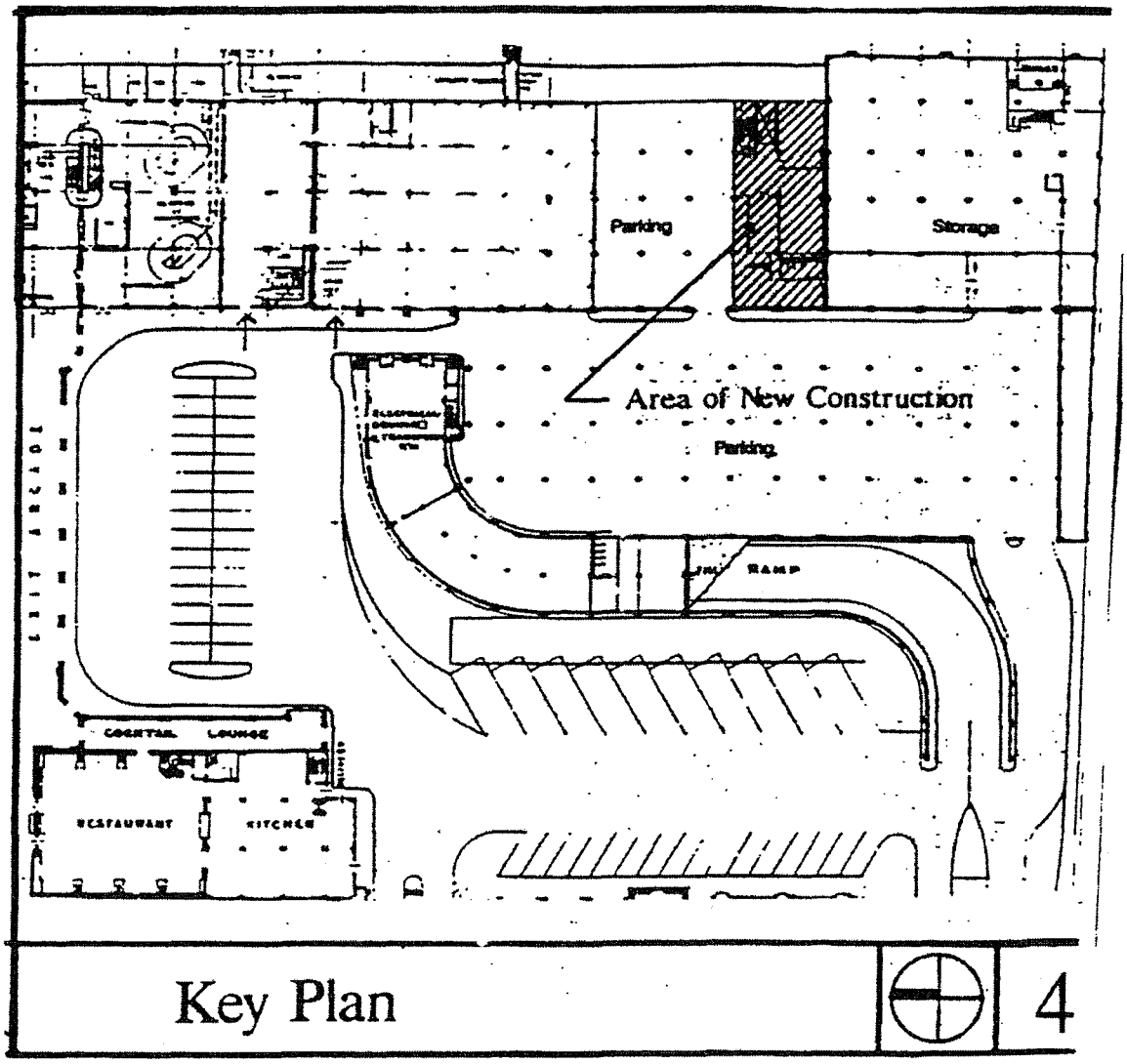
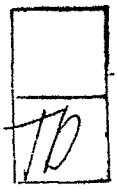

Parking
Storage
Area of New Construction
Parking
RAMP
COCKTAIL LOUNGE
RESTAURANT
KITCHEN
Key Plan
4

EXHIBIT 2

RE: FIRST AMENDMENT TO LEASE
BETWEEN CATELLUS DEVELOPMENT CORPORATION ("LESSOR") AND
NATIONAL RAILROAD PASSENGER CORPORATION ("AMTRAK")
WITH RESPECT TO LOS ANGELES UNION STATION

6. **ADDITIONAL RENT (for Locker Room/Exercise Facility)**
Beginning on the first day of the first full calendar month after occupancy, Amtrak agrees to pay Lessor Additional Rent in the amount of $672.00 per month for general cleaning and sanitizing plus diem charges, if any, for any portion of the month prior to the first full month ($22.40 per day). If Lessor's property insurance increases as a direct result of improvements Amtrak makes to these premises, Amtrak will reimburse Lessor on a monthly or other basis for any such increases. If Lessor's real property taxes increase as a direct result of Amtrak making improvements for this Facility, Amtrak will reimburse Lessor for any increase in said taxes.



LEASE AGREEMENT
(Denver Union Station)

This Lease Agreement ("Lease") is made and entered into as of this 31st day of January, 2014, by and between the REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado whose enabling act is found at C.R.S. 32-9-101 et seq. ("LESSOR"), and NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104 ("AMTRAK") (collectively, "Parties").

BACKGROUND

LESSOR owns certain real property in the City of Denver, and State of Colorado located at and in the vicinity of 1701 Wynkoop Street, which property is commonly known as Denver Union Station ("Property"), being more particularly shown on **Exhibit "A",** attached hereto and made a part hereof.

LESSOR has entered into a certain Building Lease Agreement, dated December 20, 2012, ("Master Lease") with USA Alliance, Inc., a Colorado corporation ("USA") for the development, operation, leasing and management of the building located on the Property at 1701 Wynkoop Street, Denver Colorado ("Station Building") by USA and attached as **Exhibit "C."**

LESSOR has subleased a portion of the Station Building back from USA and hence is a sublessee pursuant to the terms of the Master Lease. AMTRAK desires to sublease and LESSOR desires to sublet a portion of the Station Building pursuant to the terms herein.

LESSOR, AMTRAK and USA have entered into an Acknowledgement of Lease Agreement, attached hereto and made a part hereof as **Exhibit "E"** which, inter alia, acknowledges the parties' rights pursuant to the Master Lease ("Acknowledgment Agreement").

LESSOR shall continue to own, manage and operate the tracks, platforms and other areas of the Property not included in the Station Building.

AMTRAK by separate agreement desires to use and LESSOR desires to allow AMTRAK to use portions of the tracks, platforms and other areas (including the exterior access areas of the Station Building) of the Property not included in the Station Building (collectively "Track and Platform") which Track and Platform area will be used in conjunction with the leased Building Premises, and which use shall be subject to a separate Operating Agreement ("Operating Agreement") to be entered into by the Parties simultaneously with the execution of this Lease.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LESSOR and AMTRAK do hereby agree as follows:

The Background and recitals set forth above are incorporated herein and made a part of this Lease.

1. PREMISES

a. LESSOR hereby leases exclusively to AMTRAK and AMTRAK leases from LESSOR, for the "Term" (as defined below), pursuant to Section 3.4 of the Master Lease and subject to the terms of the Acknowledgement Agreement, and pursuant to the terms and conditions set forth herein, 6188 square feet of space in the Station Building as shown on **Exhibit "B",** attached hereto and made a part hereof, ("Building Premises"). The Building Premises consists of: i) a basement portion of 3126 square feet ("Basement Premises"); ii) ticket office portion of 638 square feet ("Ticket Premises"), and an office portion of 2424 square feet ("Office Premises").

b. LESSOR also hereby grants to AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, the nonexclusive right in common with LESSOR and all others designated by LESSOR for the use of the common areas and common facilities in the Station Building ("Common Areas"), and in areas made available to the public on **Exhibit "A"** including sidewalks and plazas. Common Areas include, hallways, stairways, elevators, public bathrooms, loading docks, common entrances, lobbies, other public portions of the Station Building. Common Areas do not include the Great Hall designated on **Exhibit "A"**, restaurants or any part of the upper floors of the Property. Common Areas are not part of the Building Premises but are subject to the rights of use specified herein. AMTRAK's rights for use of the Great Hall shall be pursuant to the terms of Section 5.2 of the Master Lease. If AMTRAK requests in writing, LESSOR shall be required to require USA to abide by the terms of Section 5.2 of the Master Lease and to enforce USA's obligations under the Master Lease by an action for specific performance or other injunctive relief.

c. Use of the Emergency Vehicle Access Lane ("EVA Lane") shown on **Exhibit "A"** is granted under and subject to the following terms: AMTRAK vehicles (e.g. baggage and service vehicles) will, at all times as reasonably required to provide service to passengers and arriving or departing AMTRAK trains, have access between the AMTRAK baggage area in the Station Building and the train platforms. Such access may include use of the EVA Lane immediately west of the Station Building. Amtrak will endeavor to schedule all truck deliveries to arrive at the Station Building between 9:00 am and 4:00 pm; however, LESSOR recognizes and agrees that unscheduled deliveries may arrive at any time, and AMTRAK recognizes and agrees that unscheduled deliveries that arrive during the hours of 6:00 AM – 9:00 AM and 4:00 PM – 7:00 PM may be reasonably required for safety purposes to wait for completion of the delivery until conclusion of those peak passenger traffic periods; and LESSOR shall designate an individual or individuals who will be available during the above-referenced peak commuter hours to receive and address requests to permit deliveries during those hours if safety permits, and such individual's decision shall be reasonably based on the safety of passengers using the EVA Lane during that period.

d. LESSOR represents that it has authority to sublease a portion of the Station Building to AMTRAK. Pursuant to the Master Lease, LESSOR may cause USA to perform any of its obligations set forth below and such performance shall be treated as that of LESSOR.

2. TERM

a. The initial term of this Lease shall be for twenty (20) years ("Term") commencing the later of February 1, 2014 or twenty (20) days after construction of the Building Premises and the Track and Platform areas in compliance with the plans and specifications approved by AMTRAK and an occupancy permit (which may be a temporary occupancy permit) is issued for the Building Premises ("Commencement Date"). If such permit has not been issued by February 1, 2014, AMTRAK may cancel this Lease on ten days written notice to RTD and Lessor, unless such permit has been issued within such ten (10) day period. The Term will end twenty (20) years thereafter, unless (a) sooner terminated (i) by AMTRAK giving thirty (30) days' prior written notice to LESSOR that AMTRAK's rail passenger service to the Property's location in City of Denver will relocate or cease or (ii) in the event LESSOR elects not to rebuild the Station Building or the Lease is terminated as provided in Sections 13 and 14 in this Lease or (iii) the Operating Agreement is terminated, or (b) extended by AMTRAK as provided below.

b. AMTRAK shall have the option to extend the Term of this Lease for two (2) additional ten year periods by giving notice of its intent to exercise this option at least one year before the end of the then current Term. Any extended Term may be terminated prior to the end of that Term: (i) by AMTRAK giving thirty (30) days' prior written notice to LESSOR that AMTRAK's rail passenger service to the Property's location in City of Denver will relocate or cease or (ii) in the event LESSOR elects not to rebuild the Station Building or the Lease is terminated as provided in Sections 13 and 14 in this Lease or (iii) upon the termination of the Operating Agreement. Any extended term shall be upon all the same terms and conditions as set forth in this Lease and such extension shall be included as part of the Term.

c. On or about the Commencement Date, LESSOR shall execute and deliver to AMTRAK a Declaration of Commencement ("Declaration") in the form attached hereto as **Exhibit "D"** and the Acknowledgement Agreement attached as **Exhibit "E"** and signed by USA. AMTRAK shall promptly execute such Declaration confirming the Commencement Date and return such to LESSOR.

d. This Lease and the commencement thereof is subject to and conditioned on receipt by AMTRAK of a fully executed Acknowledgement Agreement.

3. RENT

a. AMTRAK shall pay rent for the Building Premises in the amount of one hundred sixty seven thousand one hundred forty Dollars ($167,140.00) per annum, payable in equal monthly installments of thirteen thousand nine hundred twenty eight dollars and 33 cents ($13,928.33) per month ("Rent"). The Rent is based on $20.00 per square foot for the Basement Premises of 3126 square feet, $30.00 per square foot for the Office Premises of 2424 square feet and $50.00 per square foot for the Ticket Premises of 638 square feet all as shown on Exhibit B. AMTRAK shall pay the Rent to LESSOR at the address specified in Section 28.

b. Commencing January 1, 2019 and every five years thereafter ("Rent Increase Date") the Rent will escalate as provided herein. The increase in the Rent on the Rent Increase Date shall be the lesser of the aggregate of the "Rent Formula Adjustment" (as herein

after defined) for each of the immediately prior five years or the "Market Rate" (as herein after defined).

c. The "Rent Formula Adjustment" for each year shall be the lesser of 3% or the CPI adjustment for that year, which CPI adjustment shall be calculated as follows:

1) "Index" shall mean the "Consumer Price Index for – the Denver-Boulder Greeley area (CPI-U)" all items, (Base year 1982-84=100) as issued by the Bureau of Labor Statistics of the U.S. Department of Labor with respect to the Denver-Boulder Greeley area;

2) The Index for June 2014 shall be designated the Base Index;

3) Commencing June 1, 2015 and every twelve (12) month period thereafter, the percentage increase in the Index for every June subsequent to June 2014 as compared to the Index for June 2014 shall be computed and referred to as the CPI adjustment for that year.

The five year aggregate for the Rent Formula Adjustment on the Rent Increase Date shall never be more than 15%.

d. On or before August 1 of any year prior to a Rent Increase Date, LESSOR shall notify AMTRAK of the five year aggregate of the Rent Formula Adjustment, showing CPI calculation and increase for each year and the proposed new rent calculation ("Rent Formula Adjustment Rent"). If Amtrak believes market rates for rents are lower than the Rent Formula Adjustment Rent, not later than November 1 of the that year, AMTRAK may present evidence to LESSOR and propose a lower rent based on market rates for equivalent space in the Denver Lower Downtown (LoDo) area ("Market Rate"). If LESSOR does not accept Amtrak's Market Rate proposal the Market Rate shall be determined as follows:

1) On or before December 1 of that year each party shall select an appraiser who is a Member of the Appraisal Institute ("MAI"), in the State of Colorado. Failure of party to timely select an appraiser shall result in a lesser number of appraisers considering the valuation but shall not delay the proceeding.

2) Those two appraisers shall select a third MAI appraiser. Each party shall have 30 days to present written valuation evidence to the appraisers. The appraisers shall have 30 days thereafter to render a decision.

3) The three appraisers shall determine the then current Market Rate.

4) The parties shall split and pay in equal shares the fees and costs of the three appraisers.

e. The new Rent shall be the lesser of the i) Rent Formula Adjustment Rent or ii) the Market Rate as determined above. If the Appraisers have not determined the Market Rate by the Rent Increase Date AMTRAK shall continue to pay the then current Rent until the Market Rate is arrived at. AMTRAK shall pay the new Rent retroactive to the Rent Increase Date.

4. USE

AMTRAK may occupy and use the Building Premises for any lawful purpose reasonably related to the operation of a rail passenger station and AMTRAK's business operations, including ticketing, waiting area for passengers, related mail, package, baggage, and express services and office, mechanical and/or engineering facilities, connecting bus service and operations incidental to AMTRAK's business (collectively "Use"). The Use shall include vending and ATM machines in the Basement Premises.

5. PARKING

AMTRAK shall not have dedicated parking at the Property.

6. HOURS OF OPERATION

AMTRAK shall have the right to keep the Building Premises open at all such times as it desires.

7. UTILITIES

LESSOR shall make all arrangements for the provision of and pay for utilities necessary for AMTRAK's occupancy and use of the Building Premises including water, heat and electricity at no additional monthly charge. AMTRAK shall be responsible for procuring and paying for its own telephone and other telecommunications including internet service.

8. LESSOR'S WORK

LESSOR agrees to provide AMTRAK with leasehold improvements in the Building Premises in accordance with the plans and specifications provided by LESSOR and approved by AMTRAK, by the Commencement Date. All such leasehold improvements shall be constructed in accordance with all applicable statutes, laws, rules, regulations, ordinances and codes, including without limitation, the Americans with Disabilities Act of 1990, as amended, and the regulations promulgated thereunder ("ADA") and will be constructed in accordance with AMTRAK'S safety, security, operation and engineering procedures that have been provided to LESSOR. AMTRAK's acceptance of the Building Premises is conclusive as to LESSOR's having constructed the improvements to the Building Premises in accord with requirements provided by AMTRAK except for items noted pursuant to Section 15.

9. SIGNS

a. AMTRAK's business signs include all signs designed, erected, or placed by AMTRAK, or allowed to be erected, placed, or maintained by it, within its Building Premises, which are not visible to the remainder of the Station Building. USA shall have reasonable approval rights over signs in the Building Premises that are visible to the remainder of the Station Building, except any such signs must meet applicable legal or regulatory requirements. AMTRAK may (a) keep and maintain signs in the Building Premises and throughout the Term of this Lease, and (b) replace any or all such signs with new signs of similar content when such replacement is warranted in AMTRAK's sole discretion. AMTRAK shall not erect or install any

sign in the Station Building, including the Building Premises, in violation of any applicable law, ordinance, rule or regulation of any governmental agency.

b. AMTRAK's business signs and signs needed for security, passenger information display system ("PIDS") or ADA compliance or other signs required for AMTRAK to be in compliance with any laws, statutes, regulations or government requirements are deemed approved by LESSOR ("Required Signs") for posting in the areas shown on **Exhibit "F"** within the dimensions shown. Posting in any other area or posting signs of any greater dimensions shall require the express consent of LESSOR. No other signs, other than those allowed in Section 9.a above, shall be erected without the prior approval of LESSOR, which approval shall not be unreasonably denied, delayed or conditioned. AMTRAK may request additional electronic signs in or on the Station Building outside the Building Premises along with corresponding audible information. Requests will be presented to USA for the areas within the Station Building and outside the Building Premises. Such requests will not require approval by LESSOR. AMTRAK will be responsible for the cost of design, acquisition and installation of any AMTRAK equipment permitted by USA. LESSOR, at its sole cost, shall provide AMTRAK signage approved by AMTRAK and shown on **Exhibit "G"**, attached hereto and made a part hereof.

10. MAINTENANCE, REPAIR AND SERVICES

a. Except as otherwise specifically provided herein, LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Property, including the maintenance, repair, replacement and alteration of the interior and exterior of the Station Building and all fixtures, equipment, components and systems that are a part of the Station Building or necessary to and for the operation of the Station Building and AMTRAK's use and occupancy of the Building Premises, including structural and roof repairs and maintenance and exterior landscaping, paving and maintenance. LESSOR shall cause USA to comply with Section 6.2(a) of the Master Lease.

b. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Station Building before delinquency.

c. LESSOR shall provide at its expense:

(i) Heating, ventilation and air conditioning ("HVAC") for the Station Building, including the Building Premises, during all hours of scheduled passenger train (and bus) operations, to maintain temperatures in the interior portions of the Station Building at commercially reasonable levels, provided that in no event shall LESSOR maintain heating settings below 68 degrees DB, or air conditioning settings above 72 degrees DB, 50% relative humidity, as appropriate depending on the outside weather conditions. At the Lease Commencement, AMTRAK shall provide to the LESSOR a written schedule of AMTRAK's then current passenger train (and bus) operations. Throughout the Term, AMTRAK shall keep a current written schedule of AMTRAK's passenger train (and bus) operations at the Station Building and available for LESSOR's review upon LESSOR's request. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements

or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's use of the Building Premises.

(ii) Janitorial services to the Common Areas;

(iii) Hot and cold water sufficient for drinking, lavatory, toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Building Premises or Common Areas;

(iv) Electricity to the Building Premises in quantities necessary for AMTRAK's purposes and use permitted hereunder and lighting of uniform illumination of an intensity equal to no less than 50 foot-candles;

(v) Replacement of lighting tubes, lamp ballasts, starters and bulbs in the Common Areas;

(vi) Extermination and pest control as often as may be deemed necessary in the exercise of prudent management practice. To the greatest extent possible, such work shall be performed at times other than when passenger train and bus operations are scheduled;

(vii) Maintenance, cleaning and upkeep of Common Areas in a first-class manner. Such maintenance shall include without limitation cleaning, illumination, repairs, replacements, lawn care and landscaping;

(viii) A building manager or engineer capable of responding to AMTRAK's requests for service within two (2) hours during all times when AMTRAK's passenger train (and bus, if any) operations are scheduled; and

(ix) Security which shall include at a minimum a police or security guard patrol of the Building Premises to the level expected in a first class hotel. Any security guards must have obtained any and all applicable governmental licenses and permits.

d. LESSOR shall cause utilities to be supplied to the Property sufficiently for the operation of a first-class commercial facility, including provision of such utilities to the Building Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Building Premises as provided in Section 4 of this Lease provided that AMTRAK shall be solely responsible for its telephone and telecommunication services.

e. AMTRAK shall be responsible for the maintenance and repair of any trade fixtures, equipment or other personal property of AMTRAK located on or within the Building Premises, and for charges for any services for AMTRAK's sole use and benefit arranged for by AMTRAK separately from the services provided by or to be provided by LESSOR under this Lease.

f. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 10, and such failure continues for more than three (3) consecutive days after notice from AMTRAK of such failure, AMTRAK may provide any such maintenance, repairs and services or arrange for the provision of such within the Building

Premises. AMTRAK shall not have the right to effect repairs or maintenance in the Common Areas but may make claims for any additional costs incurred in its operations and for reduction in rent if LESSOR has not arranged for repairs in a commercially reasonable period of time and provided AMTRAK with a schedule. In the event AMTRAK provides any such maintenance, repairs or service, LESSOR shall reimburse AMTRAK for the cost and expense of such maintenance, repairs and services within forty-five (45) days of notice from AMTRAK for such payment. Upon request of LESSOR, AMTRAK shall supply LESSOR with verification of all costs.

11. ALTERATIONS AND IMPROVEMENTS

a. AMTRAK acknowledges that the Station Building is designated on the National Register of Historic Places and is designated by the Colorado Landmark Commission. USA has obtained historic tax credits for the Station Building based on specific design review and approvals by the National Park Service. AMTRAK shall have no right to make alterations and improvements to the Building Premises that will violate terms and conditions of National Park Service approval. AMTRAK may request to make alterations and improvements to the Building Premises subject to the terms and conditions set forth in this section 11. No alterations or improvements made by AMTRAK shall in any way impair the structural stability of the Building Premises or the Station Building.

b. AMTRAK shall request LESSOR's approval prior to making any alterations or improvements and all alterations or improvements must be approved in writing by LESSOR. LESSOR shall submit all such requests to USA to ensure that no alterations and improvements violate any agreement with the National Park Service. If any AMTRAK request requires submittal to the National Park Service, LESSOR shall coordinate with USA to do so and provide all schedules, documents and requirements to AMTRAK. AMTRAK shall be fully responsible for cooperating with any National Park Service requests and providing any required information. Any determination of the National Park Service as to AMTRAK's proposals shall be binding on AMTRAK provided that AMTRAK may undertake any reviews or appeal provided by law. As to any alterations and improvements not subject to National Park Service review and which do not violate the Master Lease, LESSOR's approval shall not be unreasonably withheld, conditioned or delayed.

c. AMTRAK shall cause the Building Premises to be kept free and clear of any mechanic's lien or materialmen's liens which may arise out of the construction of any such alterations or improvements by AMTRAK.

d. Except for AMTRAK's personal property and trade fixtures (including machinery, equipment and furnishings), all alterations and improvements that are permanently affixed to the Station Building shall become the property of the LESSOR and shall remain on and be surrendered with the Building Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

e. AMTRAK's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of AMTRAK and may be removed by AMTRAK at any time during the Term or upon the expiration or sooner termination of this Lease (including any extension term). AMTRAK shall repair any damage to the Building Premises or

Station Building caused by AMTRAK's removal of its personal property, trade fixtures, or equipment, but AMTRAK shall have no obligation to remove such items from the Station Building at any time.

f. LESSOR is a provider of public mass transportation subject to many of the same laws regarding mass transportation and public passenger rail facilities as AMTRAK. If AMTRAK believes any change in law or interpretation thereof after the Commencement Date requires modification of the Building Premises or the Common Areas it shall so inform LESSOR. If LESSOR does not undertake any improvements to the Building Premises or Common Areas to conform to such change in law the parties shall jointly request an opinion from the applicable federal oversight agency (i.e. Federal Railroad Administration or Federal Transit Administration). LESSOR shall advise USA of any such proceeding and USA may join in any such proceeding. If such oversight agency determines that the alterations are necessary AMTRAK or LESSOR (whichever is the applicable responsible party as determined by law) shall cause such alterations to be made.

g. AMTRAK, in its sole discretion and without limiting the obligations of LESSOR herein, may make improvements to the Building Premises for security purposes, and may request of LESSOR the right to install security cameras and intrusion detection systems which approval shall not be unreasonably withheld, conditioned or delayed. If AMTRAK chooses to make such improvements, AMTRAK may enter in, on, over, through and upon any property of LESSOR to obtain access to make such improvements provided such entry is approved by USA, approval not to be unreasonably withheld, and Amtrak restores the Building Premises and other areas to finished condition. Any Amtrak improvements must be removed and the Building Premises and Station Building restored on termination of the Lease. LESSOR shall not be entitled to further compensation. To the extent that LESSOR (and not USA) has or will have security cameras or intrusion detection systems installed, LESSOR agrees, without further compensation, that AMTRAK shall have the right to access information, recordings, feeds and video from such security systems and AMTRAK may share such information with federal, state or local law enforcement agencies for security purposes.

12. INSURANCE AND LIABILTY.

a. LESSOR shall cause USA to name AMTRAK as an additional insured on its property, commercial general liability, and umbrella/excess liability policies covering the Property and required under the Master Lease. LESSOR and USA shall only be required to provide such insurance required pursuant to the Master Lease

b. AMTRAK shall cause all its subcontractors who perform work at the Station Building to add LESSOR and USA as additional insureds on subcontractors' general and auto liability insurance policies in amounts not less than two million ($2 million) per occurrence.

13. DAMAGE OR DESTRUCTION

In the event of destruction, or substantial damage, to the Building Premises during the Term of this Lease which renders the Building Premises unusable to AMTRAK, in AMTRAK’s sole discretion, LESSOR shall have the option of:

a. Replacing or rebuilding the Station Building, including the Building Premises; or

b. Declining to replace or rebuild, in which event AMTRAK shall have the option of terminating this Lease by written notice.

c. intentionally deleted.

d**.** LESSOR shall notify AMTRAK within 365 days after such damages or destruction of LESSOR's decision to rebuild the Station Building including the Building Premises or declining to rebuild. During any period that AMTRAK does not have complete use of the Building Premises. AMTRAK shall have its rent abated commensurate with its loss of use and shall provide services for its continuing use as it deems necessary

e. Damage or destruction that results in a loss of the Track and Platform areas as determined by the Operating Agreement shall allow AMTRAK to exercise its right to terminate this Lease under this provision.

f. In the event this Lease is terminated pursuant to this Section or the Building Premises cannot be fully used by AMTRAK for its intended uses, LESSOR shall cooperate with AMTRAK to locate an alternate location but makes no assurance it will be able to provide Amtrak with an alternative location for placement of a double wide trailer for use as a passenger station with access to the Tracks and Platforms.

14. EMINENT DOMAIN

Eminent domain proceedings resulting in the condemnation of part of the Property that leave the remaining portion fully usable by AMTRAK for purposes of the business for which the Building Premises are leased, will not terminate this Lease. If AMTRAK, in its sole opinion, determines that the remaining portion is not usable by AMTRAK, AMTRAK may terminate this Lease by giving written notice of termination to LESSOR no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should AMTRAK not terminate this Lease, will be to terminate this Lease as to the portion of the Property condemned and leave it in effect as to the remainder of the Building Premises, and the Rent and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall be that of LESSOR, except to the extent that part of the award is allocated as damages to fixtures on the Station Building which were furnished by AMTRAK, damages for the value of AMTRAK's leasehold estate or relocation expenses for AMTRAK.

In the event this Lease is terminated pursuant to this Section or the Building Premises cannot be fully used by AMTRAK for its intended uses, LESSOR shall cooperate with AMTRAK to locate an alternate location but makes no assurance it will be able to provide Amtrak with an alternative location for placement of a double wide trailer for use as a passenger station with access to the Tracks and Platforms.

15. ACCEPTANCE

AMTRAK hereby acknowledges that when it occupies the Building Premises it shall be deemed to have received the Building Premises with leasehold improvements in accordance with the plans and specifications provided by LESSOR and approved by AMTRAK, in good order and condition unless AMTRAK notifies LESSOR of defects or problems with the Building Premises within one (1) year after AMTRAK takes occupancy. If AMTRAK notifies LESSOR as aforesaid, LESSOR shall correct and repair any defects or problems identified by AMTRAK within thirty (30) days after the date of the notice.

16. SUBLEASE AND ASSIGNMENT

AMTRAK shall not assign or sublet the whole or any part of the Building Premises without LESSOR's prior written consent, which, except as set forth herein, shall be in LESSOR's sole discretion. This provision requiring LESSOR's consent shall not apply, and AMTRAK shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with AMTRAK or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

17. DEFAULT BY AMTRAK

The failure of AMTRAK to substantially perform or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease within thirty (30) days after written notice from LESSOR identifying the specific term, covenant, or condition and requesting AMTRAK to correct or to commence correction for any such deficiency or default or such longer time period if the correction cannot be completed within said 30 days, provided that AMTRAK has commenced such correction, shall constitute an "Event of Default" by AMTRAK.

18. RIGHTS OF LESSOR AFTER DEFAULT BY AMTRAK

a. If an Event of Default by AMTRAK occurs, as provided in Section 17, LESSOR shall have the right (unless otherwise specified in the termination notice), in addition to any rights of the LESSOR at law or in equity including damages and after written notice to AMTRAK, to terminate this Lease all in accordance with all applicable laws and procedures.

b. In case of any termination, re-entry, and/or dispossession by the LESSOR in accordance with lawful proceedings:

(1) The Rent which is due and owing up to the time of termination, re-entry or other dispossession shall become due thereupon and be paid up to the earlier of (a) the time of such termination or (b) upon reentry, dispossession or expiration: and

(2) LESSOR may relet the Building Premises or any part or parts thereof, in the name of LESSOR, for a term or terms which may at LESSOR's option be less than or exceed the period which would otherwise have constituted the balance of the Term of the Lease.

19. LESSOR'S DEFAULT

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than thirty (30) days after notice from AMTRAK identifying such failure, such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, AMTRAK, at its sole option and discretion, may: (1) perform such covenant or obligation on behalf of LESSOR in which event the LESSOR shall reimburse AMTRAK all costs and expenses associated with AMTRAK's performance within twenty (20) days after AMTRAK presents an invoice to LESSOR for such performance; (2) terminate this Lease; or (3) pursue any and all rights and remedies available at law or in equity. In the event USA does not perform its obligations under the Master Lease and such default adversely impacts AMTRAK, AMTRAK may require LESSOR to enforce USA's obligations pursuant to the terms of the Master Lease.

20. QUIET ENJOYMENT

If and so long as AMTRAK shall keep all the covenants and agreements required by it to be kept under this Lease, LESSOR covenants and agrees that it and anyone claiming by through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Building Premises by AMTRAK.

21. RIGHT OF ENTRY UPON BUILDING PREMISES

LESSOR, USA, their agents and employees shall have the right to enter upon the Building Premises, if accompanied by an AMTRAK employee, to inspect the same to determine if AMTRAK is performing the covenants of this Lease on its part to be performed, to post such reasonable notices as LESSOR and USA may desire to protect their rights, and to perform service and maintenance pursuant to their obligations under this Lease and the Acknowledgement Agreement, and to ensure the Station Building is adequately maintained, repaired and renovated where access to parts of the Station Building that do not include the Building Premises can be reasonably obtained only through them; provided, that in the event of an emergency USA may enter the premises as necessary and contact Amtrak as soon as reasonably practicable.

22. INTENTIONALLY DELETED.

23. COMPLIANCE WTH LAWS, ORDINANCES, AND RULES

AMTRAK agrees to conform to and not violate any laws, ordinances, rules, regulations, and requirements of Federal authorities now existing or hereinafter created affecting AMTRAK's use and occupancy of the Building Premises, which AMTRAK deems are applicable. LESSOR agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments there of now existing or hereinafter created regarding LESSOR's ownership and maintenance of the Station Building and the Property, including compliance with the ADA. LESSOR shall cause USA to comply with Section 5.6a of the Master Lease and shall use all remedies at law or in equity to enforce the obligations of USA under Section 5.6a of the Master Lease.

24. CONDITION OF BUILDING PREMISES UPON SURRENDER

When AMTRAK vacates the Building Premises at the expiration of the Term or earlier termination of this Lease, whichever occurs first, AMTRAK shall leave the Building Premises in the same condition as when AMTRAK received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted and as may be altered, modified or improved in accordance with the terms of this Lease.

25. NON-WAIVER

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

26. PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting AMTRAK as an agent or representative of LESSOR for any purpose or in any manner whatsoever.

27. PARTIES BOUND

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns.

28. NOTICES

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

AMTRAK:
AMTRAK
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Assistant Vice President Real Estate Development

LESSOR:
Regional Transportation District
1600 Blake Street
Denver, CO 80202
Attn: Assistant General Manager for Safety, Security and Facilities

With a copy to:

Regional Transportation District
1600 Blake Street
Denver, CO 80202
Attn: General Counsel

Notice given in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

29. LEGAL CONSTRUCTION

In the event any one or more of the non-material provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

30. TIME OF ESSENCE, BINDING UPON HEIRS, ETC.

Time is of the essence of each and all the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the, administrators, successors and assigns of the respective parties hereto.

31. NUMBER AND GENDER

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

32. ENTIRE AGREEMENT

This Lease contains the sole and only agreement of the parties as to the leasing of the Building Premises and relating to the matters contained herein. Any prior agreements, promises, negotiations or representations, relating to the subject matter herein, not expressly set forth in this Lease are of no force or effect. AMTRAK and LESSOR acknowledge that by separate agreement AMTRAK will lease adjacent track and platform areas from LESSOR.

33. LANGUAGE CONSTRUCTION

The language of each and all paragraphs, terms, and/or provisions of this Lease shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identify or status of any person or persons who drafted all or any portion of this Lease.

34. HOLDING OVER

If AMTRAK shall hold over the Building Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this paragraph shall be construed to give AMTRAK any rights to so hold over and to continue in possession of the Building Premises without the consent of LESSOR.

35. AMENDMENT

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

36. SALE OF THE STATION BUILDING/NON DISTURBANCE

LESSOR and all succeeding landlords agree that it shall not sell, transfer, assign or in any manner dispose of or change ownership or control of the Station Building without providing AMTRAK with evidence that new owner will assume in writing all of the provisions of this Lease. The new landlord, controlling party or owner shall agree in writing to be bound by all of the provisions of this Lease. This Lease shall be recorded by LESSOR in the recorder of deeds for the City and County of Denver.

37. AUDIT RIGHTS

AMTRAK, its Office of Inspector General and the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time during the term of this Lease, and for up to five (5) years after this Lease is terminated or expired and final payments of all sums due hereunder are made, and after advance notice to LESSOR, to make any examination, inspection or audit of LESSOR's books and records which relate in any way to the Station Building, Building Premises, this Lease, or to any payments of any sums of money due or paid pursuant to Station Building or the Building Premises, or this Lease. If it is determined that any charges paid by AMTRAK are in error, then LESSOR shall pay any overpayment to AMTRAK and AMTRAK shall pay any underpayment to LESSOR.

Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of AMTRAK's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena. LESSOR agrees to cooperate with all audit activities. Such audit rights are not subject to arbitration, if applicable.

38. DISPUTE RESOLUTION AND ADJUDICATION

Except in situations where either party seeks specific performance or other injunctive relief or determination of the Market Rate, pursuant to Section 3 herein, any disputes arising relating to the obligations of LESSOR or AMTRAK hereunder, the parties shall be obligated to undertake alternative dispute resolution before seeking adjudication.

Except as provided for above, if either party fails to undertake any obligation as required by this Lease, the other party shall provide written notice of such failure. The obligated party shall provide a written response to the notifying party stating its corrective action plan, which response shall be provided not more than 30 days from its receipt of such notice. If the notifying party disputes the corrective action plan, or if the obligated party disputes its obligation to undertake corrective action, or if the obligated party fails to provide a corrective action plan within such 30 days, the notifying party may refer the matter to dispute resolution as described below, provided that either party may file for injunctive relief in the U.S. District Court for the District of Colorado as to any matter where the governmental or statutory powers of either party are at issue or there is immediate threat to public health or safety regarding which an award of money damages and/or adjustment to payments will not provide an adequate remedy.

Disputes shall be finally resolved by binding arbitration in accordance with the following provisions and the American Arbitration Association ("AAA") Commercial Arbitration Rules (AAA-CAR) in effect at the time arbitration is demanded (even if the matter is not submitted to the AAA). The parties may submit (but shall not be required to submit unless consensus over the selection of the arbitrator(s) is not reached), disputes to the AAA for administrative purposes. In the event that any provisions in this Agreement differ from the AAA-CAR, this Agreement shall govern.

a. Commencement of the Arbitration. A party may initiate arbitration only after receipt and rejection of a corrective action plan or if the other party fails to provide such a plan within 30 days after receipt of notice. Arbitration shall be initiated by serving a written demand for arbitration. Such written demand shall include a short and plain statement identifying the provisions of this Agreement which are in dispute, a summary of the facts or circumstances giving rise to the dispute, and describing the relief requested. Any party served with an arbitration demand may respond by serving upon the other party a written answer and/or a written counterclaim identifying additional claims to be considered in the arbitration, with a short and plain statement identifying the provisions of this Agreement which are in dispute, a summary of the facts or circumstances giving rise to the dispute, and describing the relief requested.

b. Selection of Arbitrators Unless the parties agree to submit the dispute to a single arbitrator, each party shall designate an arbitrator within ten (10) business days after the initial written demand has been served, and the two arbitrators shall have an additional ten (10) business days to designate a third. Failure of a party to timely designate an arbitrator shall result in only one arbitrator hearing the dispute and making any award. Each party's selected arbitrator must have no present employment with either party, and may not presently serve or ever have served on either party's board of directors. The third arbitrator must be a retired Colorado state or federal judge or magistrate or someone of similar stature with experience in interpreting and enforcing complex commercial contracts, or someone with knowledge or experience of the railroad industry, commuter rail, or the type of matters at issue in the arbitration. The arbitration shall take place in Colorado. Governing law for all disputes shall be the law of the State of Colorado notwithstanding choice of law rules, and jurisdiction and venue shall be in Denver, Colorado.

c. Authority to Grant Comprehensive Relief. The arbitrator(s) shall have all legal and equitable powers necessary to interpret and to enforce the terms of this Agreement, but

not to modify or vary its terms. The parties expressly agree that the arbitrator(s) may fashion all necessary and appropriate relief, including money damages and/or injunctive relief, so long as any equitable remedy is consistent with the obligations of the parties under this Agreement

d. Award. Notwithstanding any AAA-CAR to the contrary, the arbitrator's(s') award shall be in writing and include findings of fact and conclusions of law supporting that written award. Any action to compel arbitration under this Agreement, to enforce an arbitration award, or to vacate an arbitration award, must be brought in federal court in the District of Colorado. In actions seeking to vacate an award, the standard of review to be applied to the arbitrator's(s') findings of fact and conclusions of law will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury.

e. Payment of Fees and Costs of Arbitrator(s). Each party shall pay the fees and costs of its designated arbitrator. The parties shall split and pay in equal shares the fees and costs of the third arbitrator. Otherwise, the parties expressly reject any fee shifting, and each party shall pay all its own expenses associated with the arbitration, including all fees and costs relating to its own witnesses, exhibits, and counsel.to enforce or vacate an award.

f. Adjudication. Except as set forth above, all adjudication relating to this Lease shall be in Federal Courts in the District of Colorado.

39. LESSOR EXPENDITURES SUBJECT TO APPROPRIATION

LESSOR is a political subdivision of the State of Colorado. In accord with Article X section 20 and Article XI of the Colorado Constitution nothing herein shall be construed as a multi-fiscal year obligation on the part of LESSOR. Any expenditures permitted or that may otherwise be required by this Lease shall be subject to appropriation for that purpose in a budget lawfully adopted by the LESSOR's Board of Directors. If at any time funds are not appropriated for LESSOR to comply with the terms of this Lease AMTRAK shall have the option to terminate this Lease or to perform such obligation of LESSOR (AMTRAK shall have the right to perform such term but not the obligation to do such). If AMTRAK performs such obligation of LESSOR then it shall have the right to offset the cost plus interest at the rate specified in Colorado for judgments against the Rent or other costs owed to LESSOR.

40. MEMORANDA OF AGREEMENT

LESSOR and AMTRAK entered into a Memorandum of Agreement dated February 26, 2009 ("MOA1"), a Second Memorandum of Agreement dated November 3, 2009, ("MOA2"), a Third Memorandum of Agreement dated April 23, 2010 ("MOA3") and a Fourth Memorandum of Agreement dated March 2012 ("MOA4"), relating to the changes to the Property. As of the Commencement Date, the MOA1, MOA2, MOA3 and MOA4 are terminated.

41. ACKNOWLEDGEMENT AGREEMENT

This Lease is subject to and conditioned on AMTRAK receiving a fully executed Acknowledgement Agreement signed by USA and LESSOR prior to the Commencement Date.

42. LIST OF EXHIBTS

Exhibit A – the Property
Exhibit A-1 Station Parcel Land
Exhibit A-2 Transit Hub Parcel Land
Exhibit A-3 Utility and Access Corridor

Exhibit B – the Building Premises

Exhibit C – the Master Lease

Exhibit D – the Commencement Certificate

Exhibit E – the Lease Acknowledgement

Exhibit F – Amtrak Public Information Display Sign Plan

Exhibit G – Building Signage Other than PIDS

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

"LESSOR"

REGIONAL TRANSPORTATION DISTRICT, a political subdivision of the State of Colorado

By: _____
Phillip A. Washington
General Manager

"AMTRAK"

NATIONAL RAILROAD PASSENGER CORPORATION

By: B. Looloian
Bruce Looloian
Assistant Vice President Real Estate Development

APPROVED AS TO LEGAL FORM FOR THE REGIONAL TRANSPORTATION DISTRICT

_____
LEGAL COUNSEL

DELEGATION OF AUTHORITY

I hereby delegate to Bruce Looloian, Assistant Vice President Real Estate Development, the authority to execute the Lease Agreement and Acknowledgment of Lease Agreement – Denver Union Station, Denver, Colo., as described in SS1016021.

Joseph H. Boardman
President and Chief Executive Officer

Date: 2/12/14

SUBLEASE

NEW ORLEANS BUILDING CORPORATION

And

NATIONAL RAILROAD PASSENGER CORPORATION

This Sublease is made and entered into as of this 31st day of May 2002, by and between the New Orleans Building Corporation, a State of Louisiana Public Benefit Corporation, with a mailing address of 2 Canal Street, Suite 1843, New Orleans, LA 70130 (hereinafter referred to as the "NOBC") and the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act of 1970 and the laws of the District of Columbia, which, pursuant to 49 U.S.C. §24301(b), is duly qualified to do business in the State of Louisiana, and has its principal place of business located at 60 Massachusetts Avenue, N.E., Washington, D.C., 20002 (hereinafter referred to as "Amtrak" or "Sublessee"). By the adoption of Ordinance No. 20,713 M.C.S., the City of New Orleans ("the City") indicates that it agrees to and with the terms hereof and approves this Sublease.

WITNESSETH:

WHEREAS, in accordance with Act 385 of 1938, duly adopted as an amendment to the Constitution of the State of Louisiana of 1921 as Section 31.3 of Article XIV, continued as a statute by Article XIV, Section 16(A)(10) of the Louisiana Constitution of 1974, such statute currently being Louisiana Revised Statute 33:4530 et seq., the City is the owner of the New Orleans Union Passenger Terminal (hereinafter referred to as the "Terminal"), which is a parcel that includes a rail yard and a passenger station, along with approximately six miles of right-of-

way, and which is located in the City of New Orleans, the Parishes of Orleans and Jefferson, State of Louisiana; and

WHEREAS, pursuant to an October 22, 1947 Agreement, the New Orleans Union Passenger Terminal Committee ("NOUPTC") was created, inter alia, to operate the Terminal; and

WHEREAS, pursuant to a "Termination Agreement" to be executed by and between the parties (or their successors) to the October 22, 1947 Agreement, the NOUPTC will no longer be responsible for the operation of the Terminal; and

WHEREAS, pursuant to a "City-NOBC Lease" to be executed by the City as owner and NOBC as lessee, the City will lease all of its right, title and interest in and to the Terminal to NOBC; and

WHEREAS, the date upon which the later of the Termination Agreement and the City-NOBC Lease is in full force and effect, or such other date as Amtrak and NOBC may agree upon in writing, is referred to herein as the "Effective Date" of this Sublease; and

WHEREAS, as of the Effective Date, NOBC, as lessee of the Terminal, will have full power and authority to enter into this Sublease; and

WHEREAS, the City and/or NOUPTC entered into the following agreements with Amtrak relating to the Terminal, all of which agreements will be terminated pursuant to the terms of the Termination Agreement:

(a) Agreement Relating to Use of the Union Passenger Terminal dated December 19, 1974;

(b) Agreement Relating to Rail Passenger Services at the New Orleans Union Passenger Terminal dated April 8, 1976; and

(c) Agreement Relating to Operational and Maintenance Service at the New Orleans Union Passenger Terminal dated June 1, 1977.

NOW, THEREFORE, NOBC and Amtrak hereby agree as follows:

1. PREMISES

1.1 Premises. As of the Effective Date, NOBC hereby subleases to Amtrak, and Amtrak subleases from NOBC, for the term and at the rental, and on all of the terms and conditions set forth herein, the following described portions (collectively, the "Premises") of the Terminal, such Premises being depicted on Exhibit "A" attached hereto:

1.1.1 Exclusive Building Areas. Approximately 5,772 square feet of space within the passenger station (the "Station"), including the fixtures, improvements and other property now installed therein (the "Exclusive Building Areas") for the sole and exclusive use by Amtrak, its employees, contractors, customers, licensees, passengers and invitees. The size of the Exclusive Building Areas is calculated by measuring from the center line of all interior walls and from the outside face of all exterior walls. Such method shall be used in the event that the Exclusive Building Areas are increased or decreased during the term of this Sublease. The Exclusive Building Areas are depicted on Exhibit "A" attached hereto and made a part hereof, and the calculation of square footages is shown on Exhibit "B" attached hereto and made a part hereof.

1.1.2 The Train Yard. All active railroad rights-of-way in the Terminal including the tracks, platforms, canopies, tower, buildings and other improvements located therein (the "Train Yard") for exclusive use by Amtrak; provided, however, that, a) pursuant to Section 1.5 below, other operators of passenger trains may subsequently be granted the non-exclusive use of all or part of the Train Yard and b) the Illinois Central Railroad and the Kansas City Southern

Railway Co. shall have the right to use such tracks for freight service as are set out in respective trackage rights agreements with the City. The Train Yard is depicted on Exhibit "A" hereto. Amtrak's Exclusive Building Areas and the Train Yard are sometimes collectively referred to herein as Amtrak's Exclusive Use Areas.

1.1.3 Common Areas. Those areas of the Station, both within and without the Station, which are designated and made available for the common joint use or benefit of the NOBC, Amtrak, other tenants, contractors, customers, licensees, passengers and invitees. Common Areas may include sidewalks, plaza areas, parking areas, access roads, driveways, landscaped areas, loading docks, elevators, public restrooms, hallways, lobbies, waiting areas and other similar areas and improvements. The Common Areas are depicted on Exhibit "A" hereto.

1.2 Access to the Station. NOBC shall provide Amtrak, its employees, contractors, customers, invitees, licensees and passengers, twenty-four (24) hour-a-day access to the Station through entrances, stairways and ramps existing as of the Effective Date hereof. The parties recognize that the provisions of this section may be affected from time to time by construction or emergencies which may cause temporary interruptions to or reconfiguration of existing means of access. So long as reasonable access is made available twenty-four hours a day, nothing herein shall be construed to mean that NOBC cannot implement, or require sublessees to implement, reasonable security measures or safeguards as it deems necessary for the safety, protection, and well being of the sublessees and all other parties entering the Station. Such measures or safeguards shall be Exclusive Use Area Expenses or Common Use Area Expenses as appropriate under Section 3.2.1 below.

1.3 Temperature. NOBC shall be responsible for the maintenance, repair, replacement and/or alterations to the Station's heating and air conditioning systems and shall maintain the interior portions of the Station at a comfortable temperature seven (7) days a week, twenty-four (24) hours per day. Amtrak agrees to abide by all reasonable regulations and requirements which NOBC may prescribe to permit the proper functioning and protection of the heating and cooling systems. NOBC reserves the right upon reasonable notice to Amtrak (to the extent notice is practicable under the circumstances) to stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of NOBC, are desirable or necessary, until such repairs, alterations, replacements or improvements shall have been completed. NOBC agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems within a reasonable period of time, with due diligence, and with the minimum practical interference with Amtrak's use of the Station. At its option and cost and following written notice to and approval by NOBC, which approval shall not be unreasonably withheld or delayed, Amtrak may provide supplemental heating or cooling in its Exclusive Building Areas.

1.4 Utilities.

1.4.1 NOBC shall cause utilities (electricity, water, sewer, gas, etc.) to be supplied to all portions of the Premises at levels and in amounts sufficient for the operation of a quality rail passenger facility. NOBC shall cause all such utilities supplied to Amtrak's Exclusive Building Areas and to the Train Yard to be sufficient for normal shop, office, computer, lighting and related uses. Four hundred eighty (480) volt stand-by power for

passenger rail equipment shall be available both in the Train Yard and at the bumping posts where the tracks end at the Station.

1.5 Use of Train Yard and Facilities by Other Rail Operators.

1.5.1 Amtrak acknowledges that the Train Yard and its facilities are now or may in the future be used by one or more rail passenger operators in addition to Amtrak and, subject to the terms hereof, the Train Yard and its facilities are intended to be reasonably accessible and usable by such operators.

1.5.2 Prior to permitting the use of the Train Yard by any such operator, NOBC shall require such operator(s) to enter into a written agreement with Amtrak providing for the efficient and orderly operation of the Train yard and its facilities and for the fair and reasonable allocation of capital and operating costs and liabilities associated therewith.

1.6 Amtrak as Sublessee. It is the intention of the parties that Amtrak's status at the Terminal be that of a sublessee or subtenant, as opposed to a landlord and/or manager and/or operator, as those terms are used and understood consistent with commercial leases under Louisiana law. As such, Amtrak shall have no role or responsibility for the management or operations of the Terminal other than as set forth in this Sublease.

2.2. TERM AND TERMINATION

2.1 Initial Term. The "Initial Term" of this Sublease shall commence on the Effective Date and, unless sooner terminated or extended as hereinafter provided, expire twenty-five (25) years thereafter.

2.2 Options to Extend Term. Provided Amtrak is not in default, as defined in Article 13, either at the time of the exercise of the option or at the time of commencement of the extension period, Amtrak may elect to extend the Initial Term of this Sublease for two (2)

extension periods of ten (10) years each (the "Extension Period(s)") by delivering to NOBC at least one (1) year before the end of the Initial Term or the first Extension Period, as applicable, a written notice (the "Option Notice") of such election. The term of this Sublease shall thereupon be extended for a period of ten (10) years. The first Extension Period shall begin on the day immediately following the last day of the Initial Term, and the second Extension Period shall begin on the day immediately following the last day of the First Extension Period. Each Extension Period shall be subject to all the terms and conditions of this Sublease, as such may have been amended, unless otherwise agreed in writing by the parties.

2.3 Continuation. At the end of the Initial Term, plus any Extension Periods if such options are duly exercised, this Sublease shall continue on a year-to-year basis until terminated by either party giving written notice of termination to the other not less than one hundred eighty (180) days prior to the expiration of the then current term.

2.4 Continued Operations; Right of Termination. Amtrak expressly acknowledges and agrees that so long as it operates intercity rail passenger service to/from metropolitan New Orleans, such service shall operate to/from the Station unless otherwise agreed by the parties. In the event Amtrak elects, or is required, to discontinue such service to/from New Orleans, it may terminate this Sublease at any time during the Initial Term or any Extension Period by providing not less than one hundred twenty (120) days prior written notice to NOBC.

2.5 Reduction or Relocation. NOBC may, on not less than ninety (90) days' prior written notice to, and after consultation with, Amtrak, reduce the Common Areas of the Premises or relocate Amtrak's facilities and operations within the Terminal, in which event NOBC shall provide Amtrak with alternate facilities in accordance with Section 10.2 hereof.

2.6 No Release. Expiration or termination of this Sublease for any reason whatsoever shall not release either party from any liability or obligation under this Sublease, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such expiration or termination or thereafter as to those things which expressly survive expiration or termination under the terms of this Sublease.

3. RENT

3.1 Base Rent. Amtrak shall pay to NOBC as rental for the Premises an annual rental ("Rent") consisting of all payments hereinafter referred to as Additional Rent and Supplemental Rent ("Rent").

3.2 Additional and Supplemental Rent. Amtrak shall pay to NOBC as Additional Rent those "Exclusive Use Area Expenses" as defined in Section 3.2.1.1, attributable to Amtrak's Exclusive Building Areas, as well as Amtrak's proportionate share ("Amtrak's Share") of the "Common Area Expenses", as defined in Section 3.2.1.2. Amtrak's Share shall be a fraction, the numerator of which is the total amount of square feet in Amtrak's Exclusive Building Areas and the denominator of which is the total square feet of all Exclusive Building Areas within the Station. NOBC and Amtrak hereby agree that as of the Effective Date, Amtrak's Exclusive Building Areas total 5,772 square feet and all Exclusive Building Areas total 30,605 square feet (17,224 square feet on the first floor of the Station and 13,381 square feet on the second floor) such that Amtrak's Share of the Common Area Expenses is 5,772/30,605 or 18.86%. In the event of any change in the square footages of Amtrak's or other Exclusive Building Areas within the Station, Amtrak's Share shall be recalculated based on the formula set forth above.

As "Supplemental Rent" hereunder, Amtrak shall also pay, on a monthly basis within thirty (30) days of receipt of an invoice:

i) the following percentages of any net operating deficit (based on actual operating expenses) incurred by NOBC at the Station, after deducting payments made by, or due from, all sublessees including Amtrak:

a) 100% during the first year of the Initial Term.
b) 75% during the second year of the Initial Term.
c) 50% during the third year of the Initial Term.
d) 25% during the fourth year of the Initial Term.
e) 0% during the fifth year of the Initial Term and thereafter; and

ii) the following total amounts during the indicated year of the Initial Term: $50,000 (first year), $37,500 (second year), $25,000 (third year), and $12,500 (fourth year).

In no event, however, shall such Supplemental Rent exceed in any year the difference between $1.3 million and any amounts paid by Amtrak pursuant to the first paragraph of this section 3.2.

3.2.1 Exclusive Use Area Expenses and Common Area Expenses. Exclusive Use Area Expenses and Common Area Expenses shall be as follows:

3.2.1.1 Exclusive Use Area Expenses shall be those costs incurred by NOBC in the categories listed in Exhibit "C" attached hereto and made a part hereof which are reasonably and normally required for, and incident to, the operation of the structures and grounds included in Amtrak's Exclusive Building Areas. No other costs, including, but not limited to, those listed in Exhibit "E" attached hereto and made a part hereof, shall be Exclusive Use Area Expenses unless otherwise agreed to by the parties. If any utilities serving Amtrak's Exclusive Use Areas are not separately metered, they shall be charged to Amtrak on an equitable basis (based on the square footage of Amtrak's Exclusive Use Areas or other equitable allocation). Either party may, at its sole cost, at any time install separate meter(s), in which event the charges to Amtrak for such utility(ies) shall thereafter be based on the readings of such

meter(s). Any reasonable incidental expenses resulting from the installation of a separate meter(s) shall be paid by the part requesting such installation.

3.2.1.2 Common Area Expenses shall be those costs incurred by NOBC in the categories listed in Exhibit "D" attached hereto and made a part hereof which are reasonably required or appropriate for, and incident to, the operation of the structures and grounds included in the Common Areas. In addition, the charges of an independent and experienced property manager for the Station, which property manager the NOBC agrees to employ to manage and operate the Station until otherwise agreed to by the parties, shall be a Common Area Expense. No other costs, including, but not limited to, those listed in Exhibit "E" hereto, shall be Common Area Expenses unless otherwise agreed to by the parties.

3.2.2 Payment of Additional Rent. Amtrak shall pay Additional Rent to NOBC in the following manner:

3.2.2.1 For each lease year, NOBC shall submit to Amtrak, at least one hundred twenty (120) days prior to the initiation thereof, or as soon thereafter as practicable, a statement, prepared in accordance with Generally Accepted Accounting Principles, showing the estimated Exclusive Use Area Expenses and Common Area Expenses to be incurred by NOBC for such subsequent lease year. Such statement shall set forth in reasonable detail the calculation of both Exclusive Use Area Expenses and Common Area Expenses. NOBC's estimate shall be based upon actual costs for the previous year and any reasonable new expenses that NOBC might be aware of, given the circumstances or anticipated circumstances, at the time such estimate is being prepared. The estimated Exclusive Use Area Expenses and Common Area Expenses shall not exceed the actual Exclusive Use Area Expenses and Common Area Expenses for the prior year by more than three percent (3%) without NOBC having first provided Amtrak

with a written justification for such increase, which shall include reasonable back-up detail and information. Amtrak shall by the first of each month pay to NOBC an amount equal to one-twelfth (1/12) of (i) the estimated Exclusive Use Area Expenses and (ii) Amtrak's Share of the sum of the estimated Common Area Expenses. If NOBC does not timely submit said statement to Amtrak, Amtrak shall continue to pay Exclusive Use Area Expenses and Common Area Expenses monthly at the then existing rate until such statement is submitted. Thereafter, Amtrak shall pay Exclusive Use Area Expenses and Common Area Expenses based on the rate set forth in such statement.

3.2.2.2 No later than ninety (90) days after the start of each subsequent lease year, NOBC shall submit to Amtrak a statement showing the actual Exclusive Use Area Expenses and Common Area Expenses paid or incurred by NOBC during the previous year. If the actual Exclusive Use Area Expenses and Amtrak's Share of actual Common Area Expenses are less than the total amount of estimated Exclusive Use Area Expenses and Common Area Expenses for such previous year paid by Amtrak, then NOBC shall within ninety (90) days pay to Amtrak the full amount of such difference or provide a credit in such amount on the next invoice to Amtrak. If the actual Exclusive Use Area Expenses and/or Amtrak's Percentage of actual Common Area Expenses is more than the total amount of estimated Exclusive Use Area Expenses and/or Amtrak's Percentage of the estimated Common Area Expenses for such previous year theretofore paid by Amtrak, then Amtrak shall, within ninety (90) days after the submission of such statement to it, pay to NOBC the full amount of such difference. Amtrak's payments to NOBC for the actual Exclusive Use Area Expenses and Common Area Expenses which are within NOBC's reasonable control shall not increase by more than three percent (3%) for any year over the previous year without NOBC having first provided Amtrak with a written

justification for such increase, which shall include reasonable back-up detail and information, and without Amtrak's approval which shall not be unreasonably withheld or delayed.

3.2.2.3 At any time during the term of this Sublease Amtrak may elect, at its expense and with NOBC's prior written approval which shall not be unreasonably withheld or delayed, to contract with a third party for certain services then being delivered or provided by NOBC directly to Amtrak for its Exclusive Use Areas, or use its own employees to provide those services. Those Exclusive Use Area Expenses shall thereupon no longer be payable to NOBC as Additional Rent.

3.3 Audit. Amtrak, at its expense, shall have the right once per year, with at least thirty (30) days advance written notice to NOBC, to audit or examine NOBC's books and records relating to the calculation of Additional Rent or other sums due hereunder. NOBC shall retain all records relating to sums due hereunder and the NOBC's operating expenses for the Terminal for at least three (3) years after the lease year to which such sums and expenses are applicable. If the audit results disclose that actual expenses charged by NOBC to Amtrak have been overstated, NOBC shall within ninety (90) days of receipt of the audit report pay to Amtrak the full amount of such overstatement or provide a credit in such amount on the next invoice to Amtrak. If the audit results disclose that actual expenses charged by NOBC to Amtrak have been understated, Amtraks shall within ninety (90) days of completion of the audit report pay to NOBC the full amount of such understatement. NOBC shall pay for such audit or examination if such audit or examination discloses that actual expenses charged by NOBC to Amtrak for any year has been overstated by more than three percent (3%); provided, however, that the amount paid by NOBC for such audit or examination shall not exceed the amount of such overstatement.

3.4 Capital Contribution. Amtrak shall, during the Initial Term, invest $2 million in immoveable objects (e.g., permanent fixtures) on the Premises. Amtrak agrees that a portion of that investment will be used in the Station to construct a new First Class Lounge and to upgrade the Amtrak ticket counters. does NOBC retain design control?

4.4. TAXES

4.1 Amtrak is exempt from certain taxes pursuant to 49 U.S.C. §24301(k) and (l). Amtrak shall pay to any applicable taxing authority prior to delinquency all valid and applicable taxes from which it is not exempt and that are assessed against it and/or its property contained within the Premises. within DOD?

5. USE

5.1 Use. Amtrak shall use and occupy the Premises only for such purposes as are reasonably related to the operation of a rail passenger station and maintenance facility, including related mail, package, baggage, express, office (e.g., Amtrak's regional headquarters and related activities), mechanical and/or engineering facilities, and connecting passenger bus service (collectively the "Permitted Uses"). Amtrak may make reasonable use of the roof of all buildings for the installation and maintenance of communications equipment related to the Permitted Uses, such as antennae and receivers.

5.2 Compliance with Law. Amtrak shall comply promptly with all applicable federal, Louisiana, and local laws, statutes, ordinances, rules, regulations and orders in effect during the Initial Term or any Extension Period.

6. ALTERATIONS

At its expense, Amtrak may make such improvements or alterations to the Premises as it shall reasonably require and may retain as salvage, or for sale or reuse elsewhere, any materials

removed from the Premises in connection with making such improvements or alterations. Any such improvements or alterations, if made in or to the Station, shall require NOBC's prior written approval, which shall not be unreasonably withheld or delayed. Any such improvements or alterations to the Premises shall become the property of NOBC excluding, however, Amtrak's trade fixtures and equipment.

7. MAINTENANCE REPAIR AND SERVICES

7.1 Responsibility. Except as otherwise specifically provided herein, NOBC shall be responsible for the maintenance and repair of the Terminal and of all structures located thereon.

7.2 Common Areas. NOBC shall provide daily janitorial services and keep and maintain the Common Areas in a neat, clean, and orderly condition, properly lighted and landscaped, and shall repair any damage to the facilities thereof, subject to paragraph 18. Such maintenance shall comply with the standards set forth in Exhibit "F-1" attached hereto and made a part hereof.

7.3 Exclusive Building Areas. NOBC shall keep, maintain and repair Amtrak's Exclusive Building Areas in good condition and sanitary order, ordinary wear and tear excepted, in compliance with the standards set forth in Exhibit "F-2" attached hereto and made a part hereof. NOBC shall take all reasonable steps necessary to assure that any such work performed in secure areas (e.g., where money is kept) does not breach that security.

7.4 Train Yard. Amtrak shall, in compliance with any applicable federal, state and local laws, keep, maintain and repair the Train Yard in good condition and sanitary order, ordinary wear and tear excepted, including without limitation the maintenance and repair of trackage; provided, however, that Amtrak's obligations under this paragraph shall (i) not include the maintenance or repair of non-railroad facilities or bridges, except that Amtrak will maintain the Metairie Relief Canal Bridge at mile Post 2.875 on the Western Connection, (ii) not include any

capital expenditures with respect to the Station platforms or canopies (which expenditures shall be the responsibility of NOBC), (iii) terminate if another entity, with NOBC's approval (such approval not to be unreasonably withheld or delayed), assumes full responsibility for the maintenance and repair of the Train Yard and/or related facilities, and (iv) be modified to the extent that another entity assumes responsibility for such obligations; and provided further that, commencing February 1, 2010, NOBC shall pay Amtrak fifty dollars ($50.00) for every freight car or freight locomotive in excess of five hundred (500) per year (February 1 and January 31) that moves on the Train Yard trackage.

8. LIENS

8.1 Each party hereto shall pay the full cost for all materials adjoined or affixed by it to the Premises and shall pay in full all persons who perform labor for and at its sole request upon said Premises and will not suffer any mechanics' or materialmen's liens of any kind to be enforced against the Premises or the other party for any work done or materials furnished at its sole instance or request. In the event any such liens are properly filed, the party on whose behalf the work was performed or materials performed (the "Work Party") agrees to remove the same at its sole cost and expense by payment or by means of a valid lien release bond and to pay any judgment which may be entered thereon or thereunder. Should the Work Party fail, neglect or refuse to do so, the other party shall have the right to properly challenge or appeal such lien or pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein, and the Work Party shall be liable to the other party for all costs, damages and reasonable attorneys' fees, and any amounts expended in defending any proceedings or in payment of any such liens or any judgment obtained therefor.

8.2 NOBC waives any and all rights it has or may hereafter have to a lien or right of distraint upon or with respect to any of Amtrak's rolling stock situated or to be situated on the Premises. Upon request of Amtrak, NOBC shall execute such documents as Amtrak may request to confirm such waiver.

9. DISPUTE RESOLUTION

The parties agree that any dispute between them concerning the interpretation, performance or enforcement of this Sublease shall be filed solely in the United States District Court for the Eastern District of Louisiana, or such other forum as the parties may agree to in writing. The parties further agree to submit to the jurisdiction of such court and/or forum. If such United States District Court declines or refuses to hear the dispute for any reason, the dispute may be filed in an appropriate state court.

10. ALTERNATE FACILITIES

10.1 Although the Premises includes neither the so-called "Annex" building nor space on the second floor of the Station, both of which are occupied by Amtrak as of the Effective Date, Amtrak may continue such occupancy rent free until such time as NOBC makes available to Amtrak alternate facilities in the Train Yard on the following conditions:

a) The alternate facilities and locations shall provide equal or better operational efficiency and utility; and

b) NOBC shall bear all reasonable costs of relocating Amtrak's facilities and operations, including all costs of acquiring and/or constructing the alternative

10.2 In the event NOBC exercises its right under Section 2.5, it shall make available to Amtrak alternate facilities on the following conditions:

a) The alternate facilities and locations shall provide equal or better operational efficiency and utility as Amtrak's then current facilities and locations; and

b) NOBC shall bear all reasonable costs of relocating Amtrak's facilities and operations, including all increased operational costs and all costs of acquiring and/or constructing the alternate facilities; and

c) The provision of any such alternate facilities may cause a reduction, but not an increase, in Amtrak's Exclusive Use Area Expenses and Amtrak's Share of Common Area Expenses.

10.2.1 Any increased operational costs under Section 10.2b above shall be determined by Amtrak for the first Amtrak-fiscal year following the relocation and, if applicable to fiscal years thereafter, shall be increased annually, but never decreased, as of the first day of such fiscal year by adding to such operational costs the product of such operational costs times a fraction, the numerator of which shall be the excess of the then current CPI figure over the CPI figure as of one year earlier and the denominator of which shall be the CPI figure as of one year earlier. (CPI shall mean the index known as the "United States Bureau of Labor Statistics, Consumer Price Index for Urban Wage Earners and Clerical Workers", all items, for New Orleans (1982-84 = 100).) If during the Initial Term or any Extension Period the CPI is changed or discontinued, Amtrak may apply a comparable index, formula or other means of measurement of the relative purchasing power of the dollar, and such index, formula or means shall be utilized in place of the CPI as if it had been originally designated in this Sublease). NOBC, at its expense, shall have the right once per year, with at least thirty (30) days notice to Amtrak, to audit or examine Amtrak's books and records relating to the calculation of any costs or expenses associated with a relocation and which are being charged to NOBC. Amtrak shall retain all

records relating to such costs or expenses for at least three (3) years after they were incurred. NOBC's failure to protest any costs or expenses within ninety (90) days after the completion of any audit report shall be deemed to mean that NOBC waives its right to object to such costs or expenses.

10.3 In the event that NOBC or the City constructs a new facility acceptable to Amtrak in the so-called "Earhart" site adjacent to the Train Yard and bears all reasonable costs of relocating Amtrak from the Annex building to such new facility, such new facility shall not be regarded as part of the Premises hereunder, and Amtrak shall enter into a separate lease for such facility under commercially reasonable terms including a market rental rate.

11. CONSULTATION WITH AMTRAK

11.1 In view of the long-term nature of this Sublease, the City, Amtrak and NOBC shall meet at least once annually to a) review those capital needs of the Terminal that are not otherwise addressed herein, and b) determine how best to meet those needs(e.g., by jointly or separately seeking capital grants, or otherwise.) The parties commit to making a good faith review of any capital needs put forth by the other. In the case of Amtrak, this shall include a review at the Assistant Vice President or higher level.

11.2 NOBC shall provide Amtrak with reasonable notice concerning the planning of (i) any projects that might affect the Premises, and (ii) the installation of any rail improvements, or other public transportation facilities which might affect Amtrak's operations. NOBC shall not seek approval of such plans by public agencies or authorities having competent jurisdiction, nor undertake any construction pursuant to such plans, until such plans have been submitted for not less than forty-five (45) days review by Amtrak. Thereafter, NOBC shall make a good faith effort to accommodate any reasonable comments received from Amtrak.

Amtrak agrees to consult with and furnish information to NOBC concerning Amtrak's anticipated requirements in order to assist NOBC in the planning of the construction or other preparation by NOBC of alternate or temporary facilities for Amtrak.

12. NOTICES

All notices and demands required or permitted to be given under this Sublease by any party to the others shall be in writing and shall be delivered by certified mail, postage prepaid, or by hand with receipt signed by the receiving party as follows:

To Amtrak:

Real Estate Department
National Railroad Passenger Corporation
30th Street Station - 4th Floor South
Philadelphia Pennsylvania 19104

and

General Manager
National Railroad Passenger Corporation
1001 Loyola Avenue
New Orleans, LA 70113

and

General Counsel
National Railroad Passenger Corporation
60 Massachusetts Avenue, N.E.
Washington, DC 20002

To NOBC:

New Orleans Building Corporation
World Trade Center
2 Canal Street, Suite 1843
New Orleans, LA 70130
Attn: Executive Director

and

Rodney, Bordenave, Boykin & Ehret
400 Poydras Street, Suite 2450
New Orleans, LA 70130

Attn: Richard Ehret, Esq.

To City: Mayor of City of New Orleans
City Hall, Suite 2E
1300 Perdido Street
New Orleans, LA 70112

and

Chief Administrative Officer
City Hall, Suite 9E
1300 Perdido Street
New Orleans, LA 70112

and

City Attorney
City Hall, Suite 5E
1300 Perdido Street
New Orleans, LA 70112

Any party may by notice to the other specify a different address or party for notice purposes.

13. DEFAULTS AND REMEDIES

13.1 Amtrak Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Sublease by Amtrak:

13.1.1 The vacating or abandonment of the Premises by Amtrak, except as otherwise required by law or permitted by this Sublease.

13.1.2 The failure by Amtrak to make any payment of Rent or any other payment due hereunder within twenty (20) days after written notice from NOBC to Amtrak that such payment is past due; provided, however, that such shall not constitute a default if Amtrak pays all amounts not in dispute and submits a letter to NOBC explaining in reasonable detail the basis for disputing the amount(s) not paid.

13.1.3 The failure by Amtrak to observe or perform any of the covenants, conditions or provisions of this Sublease to be observed or performed by Amtrak, where such failure shall continue for a period of twenty (20) days after written notice thereof from NOBC to Amtrak; provided however, that if the nature of Amtrak's default is such that more than twenty (20) days are reasonably required for its cure, then Amtrak shall not be deemed to be in default if Amtrak commences such cure within said twenty-day period and thereafter diligently prosecutes such cure to completion. Notwithstanding anything to the contrary in this Article 13, Amtrak shall not be in default if it pays all amounts not in dispute and submits a letter to NOBC explaining in reasonable detail the basis for disputing the notice of default.

13.2 NOBC Defaults. The occurrence of the following shall constitute a material default and breach of this Sublease by NOBC: If NOBC fails to promptly and fully perform any term, covenant or provision of this Sublease and if NOBC shall not in good faith have commenced within twenty (20) days after written notice thereof by Amtrak to cure such failure and diligently and continuously proceed therewith to completion. Notwithstanding anything to the contrary in this Article 13, NOBC shall not be in default if it pays all amounts not in dispute and submits a letter to Amtrak explaining in reasonable detail the basis for disputing the notice of default.

13.3 Remedies. In the event of any default or breach by Amtrak or NOBC, the other party may, with or without further notice or demand, take or pursue any lawful remedy.

13.4 Waiver. No waiver by either party of any provision hereof shall be deemed effective unless in writing, nor be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. Either party's consent to, or approval of,

any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act by the other party.

14. INSURANCE

14.1 General. Amtrak shall procure and maintain, at its own cost and expense, during the entire term of this Sublease, the types of insurance specified below. All insurance shall be procured from insurance companies reasonably acceptable to NOBC. Each policy shall name NOBC and the City as additional insureds, as their respective interests may appear. On or before the Effective Date, Amtrak shall submit certificates of insurance giving evidence of the required insurance. The insurance shall provide for thirty (30) days prior written notice to be given to NOBC in the event coverage is substantially changed, canceled or non-renewed. Amtrak may satisfy such insurance requirements by providing coverage under Amtrak's corporate excess liability and/or master property insurance programs and by self-insuring any remaining insurance requirements.

14.2 Property Insurance. A policy issued to Amtrak and covering its Exclusive Building Areas and the Train Yard against all risk of physical damage usually covered in a railroad property insurance policy. This policy shall carry limits sufficient to cover the replacement value of all NOBC property in Amtrak's exclusive care, custody and control, with a deductible not to exceed One Million Dollars ($1,000,000) per occurrence. Amtrak shall cause its Property insurance to waive all rights of subrogation against NOBC.

14.3 Premises Liability Insurance. A policy issued to and covering the liability imposed upon Amtrak with respect to its use and occupancy of the Premises (other then railroad operations) and all liability assumed by Amtrak under the terms of this Sublease for injury or death of persons and damage to property. Products-Completed operations, independent

contractors, and contractual liability coverages are to be included. Coverage under this policy shall have combined single limits of not less than Two Hundred Million Dollars ($200,000,000) per occurrence, with a self-insured retention not to exceed Ten Million Dollars ($10,000,000).

15. LIABILITY

15.1 Amtrak agrees to defend, indemnify and save harmless NOBC, its officers, directors, employees, agents, successors and assigns, from any and all liability, claims, demands, costs and expenses (including reasonable attorneys' fees and expenses) for bodily injury or death to any person or damage to any property occurring on or at the Terminal to the extent that such arises out of or results from the negligence or fault of Amtrak, its employees, agents, servants, licensees, or contractors, during the Initial Term or any Extension Period.

15.2 NOBC agrees to defend, indemnify and save harmless Amtrak, its officers, directors, employees, agents, successors and assigns from any and all liability, claims, demands, costs and expenses (including reasonable attorneys' fees and expenses) for bodily injury or death to any person or damage to any property occurring on or at the Terminal to the extent that such arises out of or results from the negligence or fault of NOBC, its employees, agents, servants, licensees, or contractors, during the Initial Term or any Extension Period.

15.3 In case suit shall at any time be brought against either Amtrak or NOBC asserting a liability against which the other agrees to defend, indemnify and save harmless the party sued, the indemnifying party shall, at its own cost and expense and without any cost or expense whatever to the party sued, defend such suit and indemnify and save harmless the party sued against all costs and expenses thereof and promptly pay or cause to be paid any final judgment recovered against the party sued; provided, however, that the party sued shall promptly upon the bringing of any such suit against it give notice to the indemnifying party and thereafter

provide all such information as may from time to time be requested. Each party shall furnish to the other all such information relating to claims made for injuries, deaths, losses, damage or destruction of the type covered by this Article 15 as such other party may from time to time request. The obligations of the parties under this Article 15 shall survive the expiration or earlier termination of this Sublease.

16. ASSIGNMENT AND SUBLETTING

Amtrak shall not voluntarily assign, sublet, or otherwise transfer all or any part of its leasehold interest without the prior written consent of NOBC, which consent shall not be unreasonably withheld, conditioned or delayed.

17. RETAIL SERVICES

17.1 General. Subject to the provisions of Section 17.1.2, NOBC and its licensees shall have the exclusive right to provide in the Station all retail services (excluding transportation services) and similar revenue-producing services that are carried on entirely within the Station and to receive all revenues generated thereby. Such services shall include, without limitation, food and beverage services, advertising displays (subject to the provisions of Article 27), periodical sales, lockers, pay telephones, vending machines, shoeshine stands and specialty retail shops.

17.1.1 Subject to the provisions of Section 17.1.2, NOBC, at no cost to Amtrak, shall provide the following services within the Station:

(i) luggage carts, which may be provided by vending machines;

(ii) pay telephone service, including credit card telephone service; and

(iii) newspapers and periodicals, hot and cold sandwiches and snacks, and hot and cold drinks, which shall be available from one or more live vendors between 6:00 a.m. and 9:00 p.m., daily.

NOBC shall give reasonable consideration to providing such additional services as may be requested by Amtrak. NOBC may, at its option, discharge its obligation to provide the services described in this Section by providing them at a location outside the Station that is reasonably accessible to Amtrak's passengers and other invitees, provided that NOBC obtains Amtrak's prior written consent, which shall not be unreasonably withheld or delayed.

17.1.2 Notwithstanding any other provision of Article 17, Amtrak and its licensees may provide, and retain all revenues derived therefrom, any of the services set forth in Sections 17.1 and 17.1.1, provided that Amtrak shall have first requested in writing that NOBC provide such service in the Station and NOBC shall have failed to do so in a manner reasonably satisfactory to Amtrak within one hundred twenty (120) days after receipt of such request, in which event NOBC shall, for not less than sixty (60) additional days, offer to sublease an appropriate retail service location to Amtrak at market rates and under commercially reasonable terms for a term concurrent with the term of this Sublease, provided that Amtrak may terminate such sublease at any time upon thirty (30) days written notice to NOBC.

17.1.3 Notwithstanding any other provision of Article 17, Amtrak and its licensees may, within Amtrak's Exclusive Use Areas, provide the following services and retain all revenues derived therefrom:

(i) vending machines, mobile or portable food operations, and pay telephones (including credit card telephone service) but only to the extent that such are provided in areas not reasonably accessible to the public.

(ii) transportation of commuter or intercity rail passengers.

(iii) sale or other distribution of products with the logo of "Amtrak"(or its successor) or related products (including, but not limited to, tee shirts and coffee mugs).

(iv) sale or other distribution of beverages, food and/or other products within any first-class passenger lounge that may be provided by Amtrak for its passengers.

(v) any service or product sold as part of, or in connection with, the sale of tickets for transportation on Amtrak, provided that such service or product is similarly sold at one or more Amtrak locations other than New Orleans.

(vi) distribution of free food or services (e.g., when trains are very late or for promotional events).

17.1.4 NOBC agrees that it will not construct, operate or permit retail or other facilities in or about the Station if such would reduce the utility of the Premises to Amtrak or to Amtrak's passengers and other invitees.

17.2 Taxicabs. NOBC shall use its best efforts to make reliable and orderly taxicab service available to satisfy the needs of Amtrak's passengers, invitees and other persons arriving at or departing from the Station.

17.3 Public Information Facilities. Amtrak may, at its sole option, expense and liability, operate, maintain and repair a public address system, train information display boards and/or video monitors in the Station and adjacent areas. Amtrak shall cooperate with NOBC in permitting NOBC to use such system for fire, life safety and other emergency purposes.

18. DAMAGE OR DESTRUCTION

18.1 Damage. In the event any portion of the Premises or equipment or systems serving the Premises, for which NOBC is responsible for providing and/or maintaining under this

Sublease, is damaged by fire, earthquake, flood, or by any other cause of any kind or nature (collectively, the "Damaged Property"), NOBC shall, at no cost to Amtrak, promptly provide temporary replacement facilities reasonably acceptable to Amtrak.

18.2 Repairs. If the Damaged Property can, in the opinion of the NOBC's architect, be repaired within one hundred twenty (120) consecutive days from the date of commencement of repair, subject to an extension of time as allowed under Article 25 below, NOBC shall proceed immediately to make such repairs. In such event, this Sublease shall not terminate, but Amtrak shall be entitled to an abatement of Additional Rent during the period commencing on the date of the damage and ending on the date the Damaged Property is repaired and the Premises are again usable and tendered to Amtrak. When required by this Article, the architect's opinion shall be delivered to Amtrak within thirty (30) days from the date of damage.

18.3 Delay in Repair. If (i) in the opinion of NOBC's architect, the Damaged Property cannot be repaired within one-hundred twenty (120) consecutive days from the date of commencement of repair, or (ii) in the opinion of NOBC's architect, the cost of repair will exceed thirty percent (30%) of the replacement cost (exclusive of architectural and engineering fees) of the Damaged Property, or (iii) NOBC commences but fails to complete repair of the Damaged Property within the one-hundred (120) day period, subject to an extension of time if allowed pursuant to Article 25, either party may terminate this Sublease by notice to the other within ninety (90) days from the date on which the architect's opinion is delivered to Amtrak when termination is based on the architect's opinion, and otherwise by such notice within ninety (90) days from the end of the one-hundred twenty (120) day period, as it may have been extended pursuant to Article 25.

18.4 Diligence. In the event neither party exercises its option to terminate this Sublease pursuant to Section 18.3, NOBC shall, with due diligence, repair, alter and restore the Damaged Property to substantially the same usefulness, design and construction existing immediately prior to the damage, which obligation shall survive such termination.

18.5 Failure to Repair. Notwithstanding provisions of this Article 18 to the contrary, if NOBC undertakes but fails to repair and restore the Damaged Property as required by this Article and tender the Premises to the Amtrak within one hundred eighty (180) days from the date of the damage, for any reason other than a delay caused solely by an act or omission of Amtrak, either party may terminate this Sublease by notice to the other within two hundred (200) days from the date of the damage. In such event, this Sublease and the term thereof shall terminate on the date specified in the notice and Rent shall be apportioned as of the date of the damage and all prepaid Rent shall be repaid.

18.6 Abatement of Rent. In the event of damage to the Premises described in Section 18.1 and NOBC repairs or restores the Premises, the rental and other sums payable hereunder for the period during which such damage, denial, repair or restoration continues shall be abated in proportion to the part of the Premises that is unfit for use by Amtrak. If NOBC elects to make alternate facilities available, it shall do so in accordance with Section 10.2 and the Rent and other sums payable hereunder shall be abated until such alternate facilities are accepted by Amtrak, which shall not be unreasonably withheld or delayed.

19. CONDEMNATION

19.1 In the event that the Premises or any portion thereof are taken for a public use under the power of eminent domain or otherwise (herein called "condemnation"), and such condemnation does not, in Amtrak's opinion, unduly interfere with Amtrak's reasonable

requirements, then this Sublease shall be deemed modified so as to exclude from the Premises the part taken and the rental and other sums payable hereunder shall be adjusted in the manner described in Section 10.2(c) above. In any other case involving a condemnation, this Sublease shall terminate and be of no further force or effect; provided, however, that such termination shall not be effective until thirty (30) days following receipt by NOBC of a letter from Amtrak, signed by an Assistant Vice President or higher, explaining in reasonable detail the basis for such termination.

19.2 Amtrak shall be entitled to a fair and just allocation of any award of damages or compensation (e.g., for Amtrak-owned property, Amtrak's relocation costs) made as a result of any condemnation of the Premises.

20. PRIVATELY OWNED RAIL CARS

Amtrak shall have the right to park or spot privately owned rail cars in the Train Yard and at the Station. Amtrak shall pay to NOBC twenty percent (20%) of all base, occupancy and electric power charges collected from such cars with respect to their stay in the Train Yard and at the Station. NOBC shall not otherwise charge the owner or operator of such rail car.

21. FILMING

NOBC and Amtrak shall cooperate in an effort to maximize net revenues from commercial filming and related commercial activities. Amtrak shall be responsible for all filming activity on its Exclusive Use Areas and NOBC shall be resonsible for all other filming activity at the Terminal; provided, however, that in any circumstance where either NOBC or Amtrak shall provide equipment or personnel for a particular filming activity, then either or both of them may enter a separate agreement with the film production entity for the provision of same and shall be entitled to receive all revenues related specifically thereto. All proposed filming

activity on the Premises, including script review and scheduling, shall require the prior approval of Amtrak and NOBC, which shall not be unreasonably withheld or delayed.

22. PARKING

22.1 NOBC shall provide a minimum of fifty (50) parking spaces at, or within close proximity of, the Station which shall be available for Amtrak's passengers, employees, invitees, licensees and guests twenty-four (24) hours per day, seven days per week, at market rates which do not discriminate against long-term parking. NOBC shall make reasonable efforts to assure that such parking remains available during "events" at the Superdome or otherwise. Ten (10) additional spaces shall be made available for Amtrak employees to park free, provided such employees hold monthly parking passes issued by Amtrak and park in areas designated by NOBC for such purpose. The above provisions shall apply once Amtrak has vacated the Annex building; prior thereto, NOBC shall, in addition, permit one hundred (100) Amtrak employees and five (5) Amtrak vehicles to park free, in close proximity to the Station, or as the parties may otherwise agree by letter agreement. Amtrak may provide parking in the Train Yard for its employees and invitees.

23. SECURITY

NOBC shall provide security in the Common Areas, which shall include at least one guard on duty at all times that the Common Areas are accessible to the public. The cost and expense of providing such security shall be a Common Area Expense pursuant to Section 3.2.1 hereof. Amtrak, at its sole cost and expense, may provide security in the Train Yard through its own forces or, at Amtrak's option, by contract with a reputable security service. NOBC and Amtrak agree, to the extent reasonable, to maximize the coordination, communication and cooperation between their security personnel.

24. LABOR AGREEMENTS

In connection with carrying out their obligations under this Sublease, neither party shall be obligated to violate or incur penalties or other costs under the terms of any then current labor agreements between such party and any labor organization representing its employees.

25. FORCE MAJEURE -- UNAVOIDABLE DELAYS

In the event that the performance of any act required by this Sublease to be performed by either NOBC or Amtrak be prevented or delayed by reason of any act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, inclement weather, or any other cause not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

26. NOBC'S ACCESS

NOBC and NOBC's agents shall have the right, upon reasonable advance notice, to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective lenders or sublessees, and making such alterations, repairs, improvements or additions to the Station as NOBC may deem necessary or desirable and as do not unreasonably interfere with Amtrak's use thereof. Amtrak's safety rules and regulations shall be followed at all times. Exclusive Building Areas which are normally kept locked by Amtrak, and secure areas such as offices and baggage rooms, shall not be entered unless accompanied by an authorized representative of Amtrak, except in case of emergency.

27. SIGNS

Subject to all lawful restrictions and to NOBC's prior approval, not to be unreasonably withheld or delayed, Amtrak may i) place in or about the Premises signs and other advertising

displays related to Amtrak's business and ii), erect one or more signs depicting the word "Amtrak" at or near the entrances to the Station.

28. QUIET ENJOYMENT

NOBC covenants, warrants and represents that it has full right and power to execute and perform this Sublease and to grant the estate leased herein, and that Amtrak on paying the rent and performing the covenants and provisions hereof shall peaceably and quietly have, hold and enjoy the Premises during the Initial Term and any Extension Period.

29. ENVIRONMENTAL COMPLIANCE

29.1 Prohibition on Use of Hazardous Materials. Neither Amtrak nor NOBC shall use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Premises any Hazardous Materials (as defined below), except to the extent reasonably necessary for the operation of their business at the Premises, but even then such Hazardous Materials shall be used, generated, manufactured, produced, stored, released, discharged, or disposed of prudently and properly.

29.2 Compliance with Environmental Laws. Amtrak and NOBC shall comply with all applicable Environmental Laws (as defined below).

29.3 Notice. Amtrak and NOBC shall give prompt written notice to the other of:

(i) any proceeding or inquiry by, notice from, or order of any governmental authority with respect to the presence of any Hazardous Material on, under or about the Premises or Terminal or the migration thereof from or to other property;

(ii) all claims made or threatened by any third party relating to any loss or injury resulting from any Hazardous Materials on, under or about the Premises or Terminal; and

(iii) any spill, release, discharge or non-routine disposal of Hazardous Materials that occurs with respect to the Premises or Terminal or operations at the Premises or Terminal.

29.4 Amtrak's Indemnity. Amtrak shall defend, indemnify and hold harmless NOBC, its directors, officers, employees, agents, successors and assigns from and against any and all claims, fines, judgments, penalties, losses, damages, costs, expenses or liability (including reasonable attorneys' fees and costs) to the extent such arise out of or are attributable to Amtrak's use, generation, manufacture, production, storage, release, discharge, or disposal during the Initial Term or any Extension Period of any Hazardous Material on, under or about the Premises or Terminal, including, without limitation, the costs of any investigation, monitoring, removal, restoration, abatement, repair, cleanup, detoxification or other ameliorative work of any kind or nature and the preparation and implementation of any closure, remedial or other required plans. Amtrak's obligations under this paragraph shall survive the expiration or earlier termination of this Sublease.

29.5 NOBC's and the City's Indemnity. NOBC shall defend, indemnify, and hold harmless Amtrak, its directors, officers, employees, agents, successors and assigns from and against any and all claims, fines, judgments, penalties, losses, damages, costs, expenses or liability (including reasonable attorneys fees and costs) to the extent such arise out of or are attributable to: NOBC's use, generation, manufacture, production, storage, release, discharge, or disposal during the Initial Term or any Extension Period of any Hazardous Material on, under or

about the Premises or Terminal; including, without limitation, the costs of any investigation, monitoring, removal, restoration, abatement, repair, cleanup, detoxification or other ameliorative work of any kind or nature and the preparation and implementation of any closure, remedial or other required plans. NOBC's and the City's obligations under this paragraph shall survive the expiration or earlier termination of this Sublease.

29.6 Definitions. For purposes of this Article, the following definitions shall apply:

1.1 Hazardous Material. The term "Hazardous Material(s)" shall include without limitation:

(1) Those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under CERCLA (as defined below), RCRA (as defined below), and the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq., and in the regulations promulgated pursuant to said laws;

(2) Those substances listed in the United States Department of Transportation Table (49 CFR §172.101 and amendments thereto) or designated by the Environmental Protection Agency (or any successor agency) as hazardous substances (see, e.g., 40 CFR Part 302 and amendments thereto);

(3) Such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are or become classified as hazardous or toxic under federal, state, or local laws or regulations; and

(4) Any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) PCBs, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act of 1977, 33 U.S.C. §1251 et seq., (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317); (v) flammable explosives; or (vi) radioactive materials.

ii Environmental Laws. "Environmental Laws" shall mean any federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recover Act of 1976 ("RCRA") as amended, 42 U.S.C. §6901 et seq.

30. GENERAL PROVISIONS

30.1 Whenever a singular number is used in this Sublease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, association or other appropriate entity or party.

30.2 The headings or titles to sections of this Sublease are not a part of this Sublease and shall have no effect upon the construction or interpretation of any part of this Sublease.

30.3 This Sublease contains all of the agreements and conditions made between the parties with respect to the issues addressed herein, and may not be modified orally or in any other manner than by agreement in writing signed by all parties hereto.

30.4 Time is of the essence of each term and provision of this Sublease.

30.5 Subject to Article 16, all the covenants and obligations of the parties hereunder shall bind their successors and assigns whether or not expressly assumed by such successors and assigns.

30.6 Except as may be otherwise expressly provided herein, all covenants and obligations to be performed by Amtrak under any of the terms of this Sublease shall be performed by Amtrak at its sole cost and without any abatement of Rent.

30.7 All exhibits and addenda, if any, attached hereto, constitute an integral part of this Sublease.

30.8 This Sublease may be executed in any number of counterparts, each of which shall be deemed an original.

30.9 The invalidity of any provision of this Sublease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

30.10 NOBC and Amtrak each warrants to the other that it has not dealt with any real estate broker, and to its knowledge no broker initiated or participated in the negotiation of this Sublease, submitted or showed the Premises to Amtrak or is entitled to any commission in connection with this Sublease.

IT WITNESS WHEREOF, NOBC and Amtrak have executed this Sublease as of the date and year first above written.

NEW ORLEANS BUILDING CORPORATION

By: _____

MARC H. MORIAL

Its: ___PRESIDENT_____

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Its: _____

SCHEDULE OF EXHIBITS

A	Depiction of Premises – (this is a drawing, not a digital file)
B	Calculation of Square Footages
C	Exclusive Use Area Expenses
D	Common Area Expenses
E	Costs Which Do Not Qualify As Exclusive Use Area Expenses or Common Area Expenses
F-1	Maintenance Standards -- Common Areas
F-2	Maintenance Standards -- Exclusive Use Area

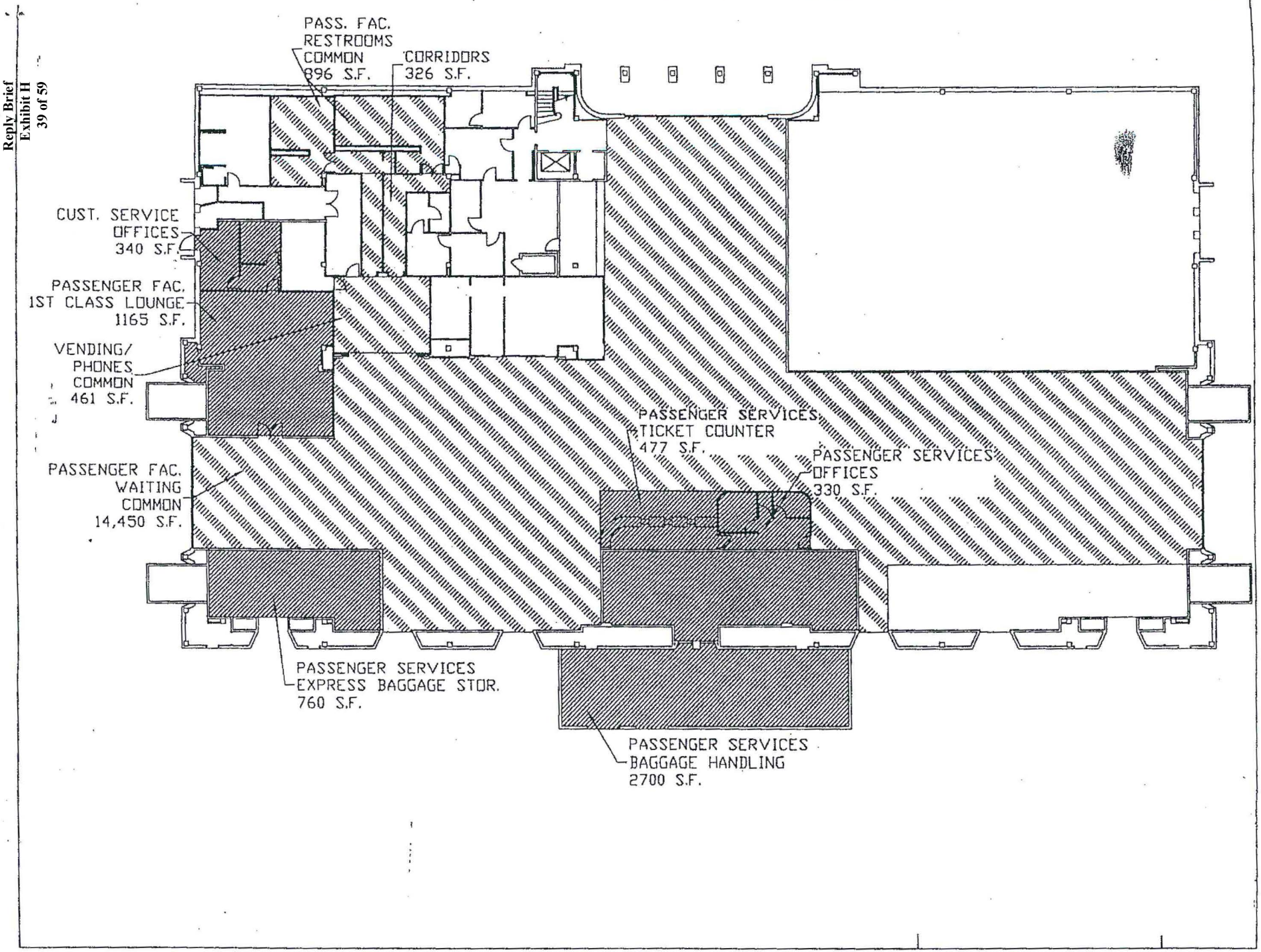
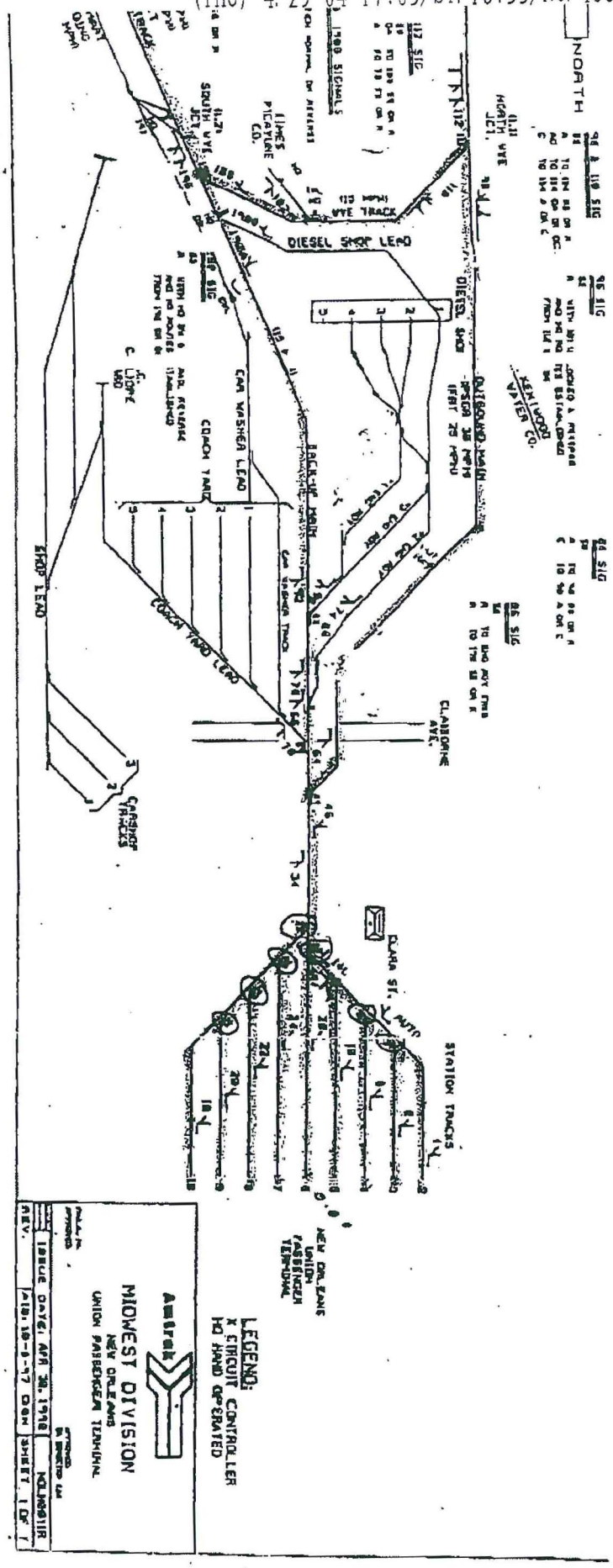

PASS. FAC.
RESTROOMS
COMMON
896 S.F.
CORRIDORS
326 S.F.
CUST. SERVICE
OFFICES
340 S.F.
PASSENGER FAC.
1ST CLASS LOUNGE
1165 S.F.
VENDING/
PHONES
COMMON
461 S.F.
PASSENGER FAC.
WAITING
COMMON
14,450 S.F.
PASSENGER SERVICES
TICKET COUNTER
477 S.F.
PASSENGER SERVICES
OFFICES
330 S.F.
PASSENGER SERVICES
EXPRESS BAGGAGE STOR.
760 S.F.
PASSENGER SERVICES
BAGGAGE HANDLING
2700 S.F.

EXHIBIT A

Exhibit A


NORTH
DIESEL SHOP LEAD
DIESEL SHOP
CAR WASHER LEAD
COACH YARD
SHOP LEAD
COACH YARD LEAD
CLAIBORNE AVE.
CANAL ST.
STATION TRACKS
NEW ORLEANS UNION PASSENGER TERMINAL
LEGEND:
K CIRCUIT CONTROLLER
HO HAND OPERATED
Amtrak
MIDWEST DIVISION
NEW ORLEANS
UNION PASSENGER TERMINAL

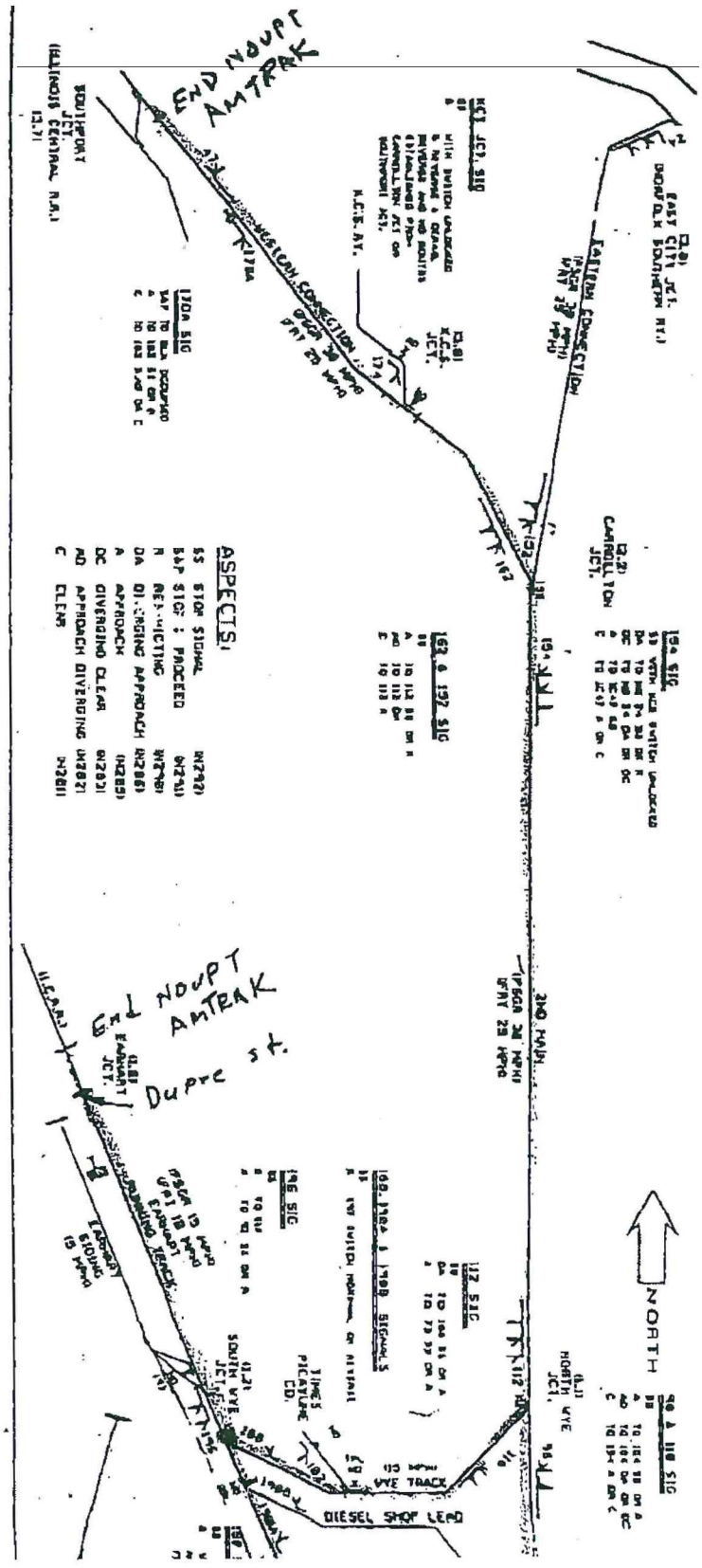

END NOUPT AMTRAK
ASPECTS:
DIESEL SHOP LEAD
NORTH
END NOUPT AMTRAK
Dupre st.

Exhibit A

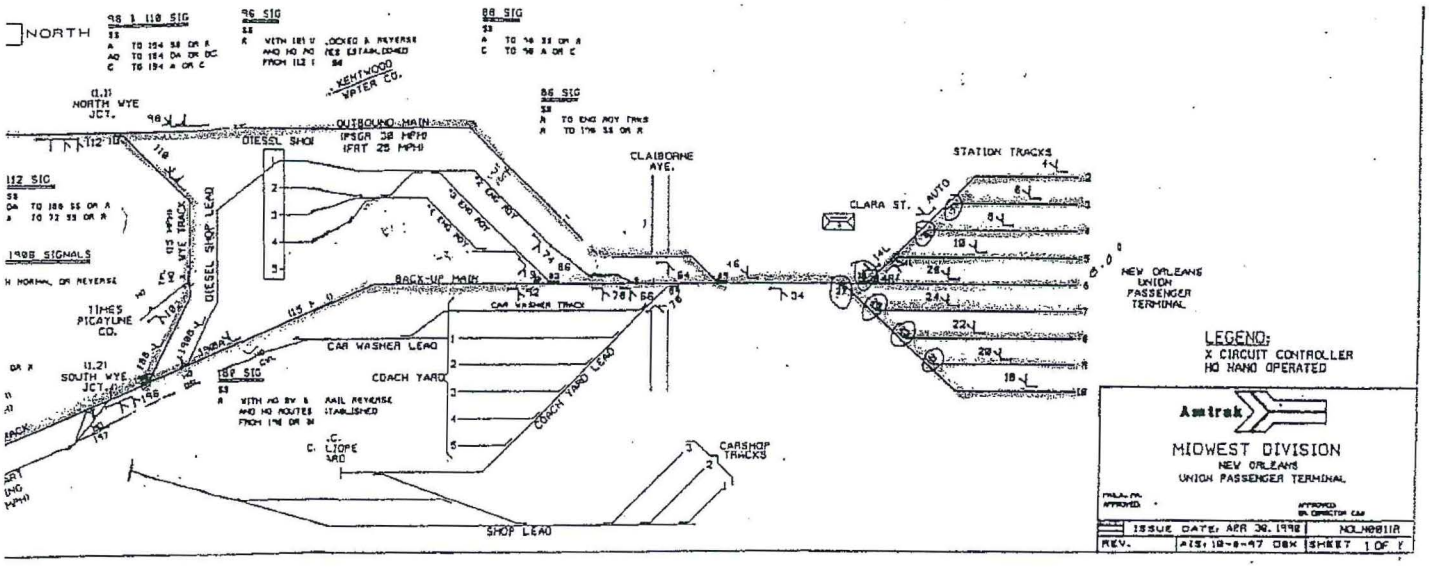

NORTH
98 & 110 SIG
96 SIG
88 SIG
86 SIG
KENTWOOD WATER CO.
NORTH WYE JCT.
OUTBOUND MAIN
DIESEL SHOP
CLAIBORNE AVE.
STATION TRACKS
CLARA ST.
112 SIG
1998 SIGNALS
DIESEL SHOP LEAD
TIMES PICAYUNE CO.
BACK-UP MAIN
CAR WASHER TRACK
CAR WASHER LEAD
COACH YARD
COACH YARD LEAD
SOUTH WYE JCT.
180 SIG
CARSHOP TRACKS
SHOP LEAD
NEW ORLEANS UNION PASSENGER TERMINAL
LEGEND:
X CIRCUIT CONTROLLER
HO HAND OPERATED
Amtrak
MIDWEST DIVISION
NEW ORLEANS
UNION PASSENGER TERMINAL
ISSUE DATE: APR 30, 1998
NOLH0811R
REV.
SHEET 1 OF 1

Exhibit A

EXHIBIT B

CALCULATION OF SQUARE FOOTAGES

Customer Service Offices	340 square feet
Passenger Facility - First Class Lounge	1,165 square feet
Passenger Services - Express Baggage Storage	760 square feet
Passenger Services - Ticket Counter	477 square feet
Passenger Services - Offices	330 square feet
Passenger Services - Baggage Handling	2,700 square feet
TOTAL SQUARE FOOTAGE	**5,772 square feet**

FIRST AMENDMENT TO SUBLEASE

BETWEEN

NEW ORLEANS BUILDING CORPORATION

AND

NATIONAL RAILROAD PASSENGER CORPORATION

This First Amendment to Sublease (this "Amendment") is entered into as of this ___ day of February, 2007, to be effective as of June 1, 2006 (the "Effective Date") by and between **NEW ORLEANS BUILDING CORPORATION**, a Louisiana Public Benefit Corporation ("NOBC"), with a mailing address of 1300 Perdido Street, 9th Floor, New Orleans, Louisiana 70112, and **NATIONAL RAILROAD PASSENGER CORPORATION** ("Amtrak"), a corporation organized under the Rail Passenger Service Act of 1970 and the laws of the District of Columbia, which, pursuant to 49 U.S.C. §24031(b), is duly qualified to do business in the State of Louisiana and has its principal place of business located at 60 Massachusetts Avenue, N.E., Washington, D.C., 20002.

RECITALS

WHEREAS, pursuant to La. R.S. 33:4530, *et seq.*, the City is the owner of the New Orleans Union Passenger Terminal (the "Terminal"), which is a parcel that includes a rail yard and a passenger station, along with approximately six miles of right-of-way which is located in the City and the Parishes of Orleans and Jefferson, Louisiana.

WHEREAS, On May 3, 2002, the City, as Lessor, entered into a Lease Agreement with NOBC, as Lessee, pursuant to which NOBC leased from the City the Station and related properties, all as more particularly shown on Exhibit A to the Lease Agreement.

WHEREAS, on or about May 3, 2002, NOBC and Amtrak entered into a Sublease with Respect to the New Orleans Union Passenger Terminal (the "Sublease");

WHEREAS, certain disputes have arisen between the parties as to the terms and conditions of the Sublease, including Section 3 of the Sublease relating to the payment of Rent under the Sublease; and

WHEREAS, the parties hereto desire to amend the Sublease in the respects set forth hereinafter.

NOW THEREFORE, NOBC and Amtrak hereby agree as follows:

1. Section 1.2 of the Sublease is amended to delete the last sentence of that

Section.

2. Section 3 of the Sublease is amended and restated in its entirety as follows:

3. RENT

3.1 Attached hereto and made a part hereof is Exhibit C.1: "Operating Expenses List of Inclusions and Exclusions." Subject to the provisions of Sections 3.1.1-3.1.3, 3.2 and 3.3 below, Amtrak shall pay to NOBC as rental for the Premises an annual rental ("Rent") of THIRTY PERCENT (30%) of all Operating Expense Inclusions set forth in Exhibit C.1, subject to the "Percentage Annual Escalation Cap" as defined in item "z' of the Operating Expense Exclusions set forth in Exhibit C.1. The Operating Expense Inclusions and the Operating Expense Exclusions set forth in Exhibit C.1 shall sometimes be jointly referred to hereinafter as the "Operating Expenses."

3.1.1 For each lease year, NOBC shall submit to Amtrak at least sixty (60) days prior to the initiation thereof, or as soon thereafter as practicable, a statement, prepared in accordance with Generally Accepted Accounting Principles ("GAAP"), showing the estimated Operating Expense Inclusions to be incurred by NOBC for such subsequent lease year. Such statement shall set forth in reasonable detail the calculation of Operating Expense Inclusions. NOBC's estimate shall be based upon actual costs for the previous year and any reasonable new expenses of which NOBC might be aware, given the circumstances or anticipated circumstances, at the time such estimate is being prepared. The estimated Operating Expense Inclusions are subject to the Percentage Annual Escalation Cap. The estimated Operating Expense Inclusions may not exceed the Percentage Annual Escalation Cap, without written justification by NOBC for such increase, which shall include reasonable back-up detail and information. NOBC will invoice Amtrak monthly for its Rent, based on the estimate of Operating Expense Inclusions and the express written consent of Amtrak. Amtrak shall pay its invoiced Rent to NOBC on or before the first each month. In the event that NOBC should fail to submit a statement of estimated Operating Expense Inclusions to Amtrak in accordance with this paragraph, Amtrak shall continue to pay NOBC at the then existing rate until such statement of estimated Operating Expense Inclusions is submitted. Thereafter, Amtrak's Rent shall be based on the rate set forth in such statement.

3.1.2 No later than ninety (90) days after the start of each subsequent lease year, NOBC shall submit to Amtrak a statement showing the actual Operating Expenses paid or incurred by NOBC during the previous year. If the actual Operating Expense Inclusions are less than the total amount of estimated Operating Expense Inclusions, then NOBC shall, within ninety (90) days, reimburse Amtrak the amount of Rent overpaid by Amtrak, or shall provide a credit for the amount of such overpayment on NOBC's next invoice to Amtrak. If the actual Rent, based on the statement of estimated Operating Expense Inclusions for the previous year, exceeds the Rent paid by Amtrak then, Amtrak shall, within ninety (90) days after submission of such statement to it, remit to NOBC the amount of Rent underpaid by Amtrak.

3.1.3 At any time during the term of this Sublease, Amtrak may elect, at its expense and with NOBC's prior written approval, which shall not be unreasonably withheld or delayed, to contract with a third party for certain services then being delivered or provided by NOBC directly to Amtrak for its Exclusive Use Areas, or to use its own employees to provide any such services. Exhibit C.1 will thereupon be revised to move those expenses from Operating Expense Inclusions to Operating Expense Exclusions.

3.2 Upon giving thirty (30) days prior written notice to NOBC, Amtrak shall have the right, at Amtrak's expense, to conduct an annual examination of NOBC's books and records relating to the calculation of Rent or any other sums due under this Sublease. NOBC shall retain all records relating to sums due hereunder and NOBC's operating expenses for the Terminal for at least three (3) years after the lease year to which such sums and expenses are applicable. If the audit results disclose that the actual Rent has been overpaid, NOBC shall within ninety (90) days of receipt of the audit report, pay to Amtrak the full amount of such overpayment, or provide a credit in such amount on the next invoice to Amtrak; and in addition, if the audit results disclose that actual expenses charged by NOBC to Amtrak for any year have been overstated by more than three percent (3%), NOBC shall reimburse Amtrak for the reasonable and actual costs and expenses incurred by Amtrak for a professional and independent auditor. If the audit results disclose that the actual Rent charged by NOBC to Amtrak has been underpaid, Amtrak shall within ninety (90) days of completion of the audit report remit the amount of Rent underpaid.

3.3 Amtrak shall, during the Initial Term, invest Two Million

($2,000,000.00) Dollars in immoveable objects (*e.g.*, permanent fixtures) on the Premises. Amtrak agrees that a portion of the investment required by this paragraph will be used in the Terminal to construct a new First Class Lounge and to upgrade the Amtrak ticket counters.

3. Attached hereto and made a part hereof as Exhibit A.1 is a square footage survey of the Station (the "2006 Manning Survey") prepared by Manning Architects and dated September 15, 2006. Attached hereto and made a part hereof as Exhibit A.2 is a survey or diagram of the rail yard of the New Orleans Union Passenger Terminal dated April 30, 1998 (the "1998 rail yard survey"). The 2006 Manning Survey and 1998 rail yard survey shall supersede Exhibit A to the Sublease and shall be substituted in lieu thereof. As of the Effective Date, wherever the term "Exhibit A" appears in the Sublease, it shall refer to the 2006 Manning Survey attached as Exhibit A.1 and the 1998 rail yard survey attached as Exhibit A.2.

4. Exhibit B to the Sublease is hereby deleted. As of the Effective Date, wherever the Sublease refers to the square footage measurements, set forth in Exhibit B thereto, the parties shall, instead, refer to the square footage measurements set forth on Exhibit A.1 hereto.

5. As of the Effective Date, wherever the term, "Exhibit C," or "Exhibit D," or "Exhibit E" appears in the Sublease, the term, "Exhibit C.1," shall be substituted in lieu thereof.

6. All remaining provisions of the Sublease not amended herein shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

IN WITNESS WHERE OF, NOBC and Amtrak have executed this First Amendment to Sublease on the date first above written, but effective as of the Effective Date.

NEW ORLEANS BUILDING CORPORATION

By: _____
Mayor C. Ray Nagin
Its: President

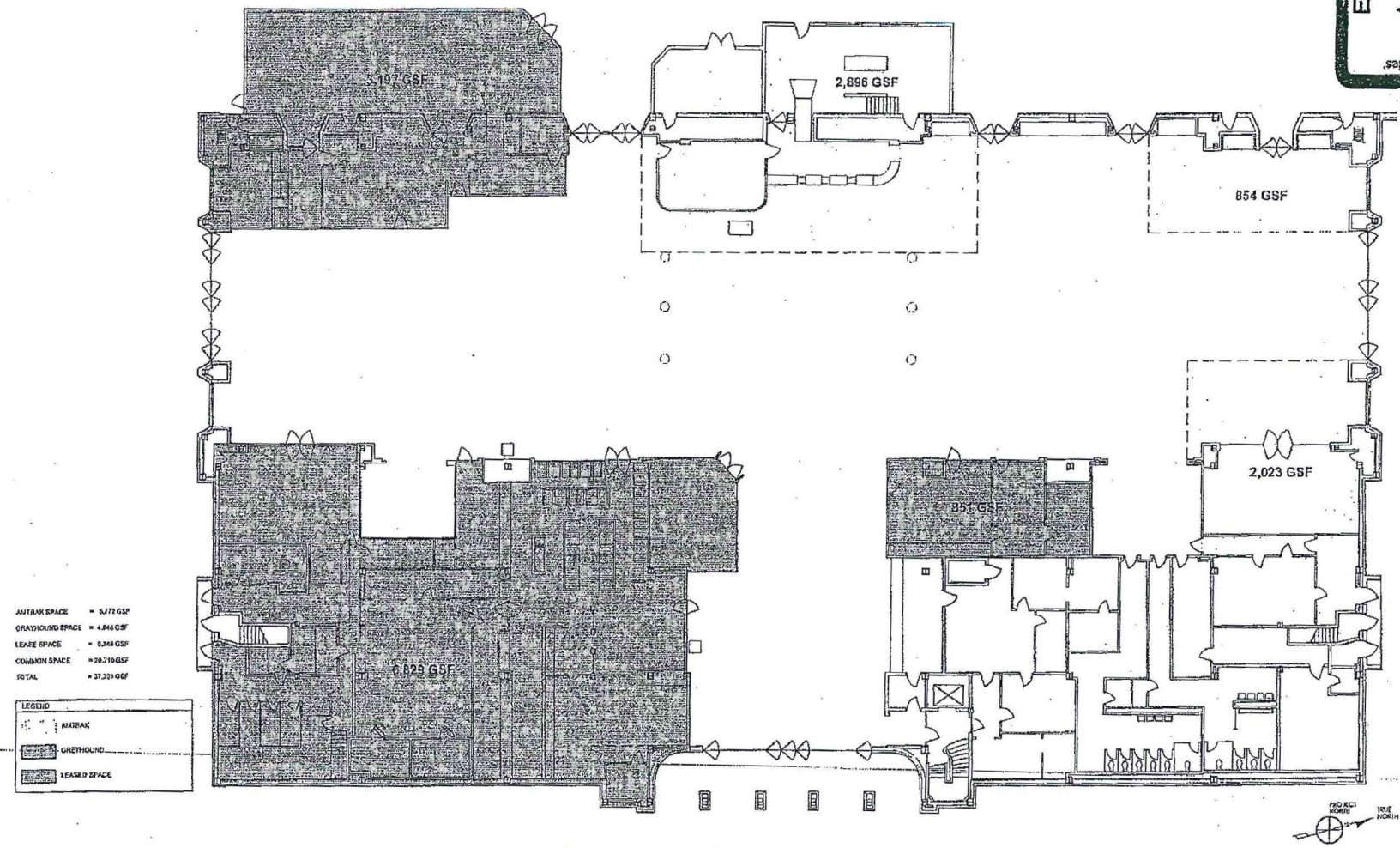
FORM AND LEGALITY APPROVED:

Law Department, City of New Orleans

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____
Bruce Looloian
Its: Assistant Vice President Real Estate Development

EXHIBIT
A.1 1/3
labbies



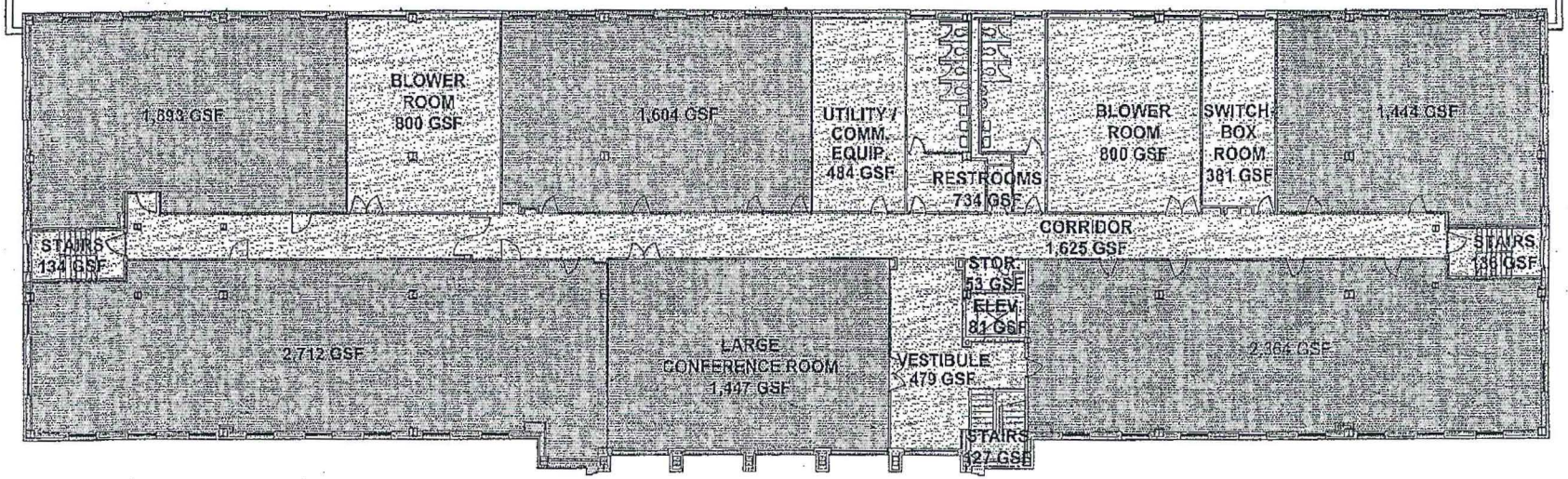
NEW ORLEANS UNION PASSENGER TERMINAL

1st Floor Plan
Scale: NOT TO SCALE

prepared by
MANNING ARCHITECTS APAC
September 15, 2006

EXHIBIT
A.1 2/3
tabbies

ROOF AREA



LEVEL 2 TERMINAL LEASE SPACE = 13,091 GSF
LEVEL 2 TERMINAL COMMON SPACE = 4,009 GSF
LEVEL 2 TERMINAL TOTAL = 17,100 GSF

LEGEND
LEASED SPACES
COMMON SPACES

PROJECT NORTH
TRUE NORTH

NEW ORLEANS UNION PASSENGER TERMINAL

2nd Floor Plan
Scale: NOT TO SCALE

prepared by
MANNING ARCHITECTS APAC
September 15, 2006

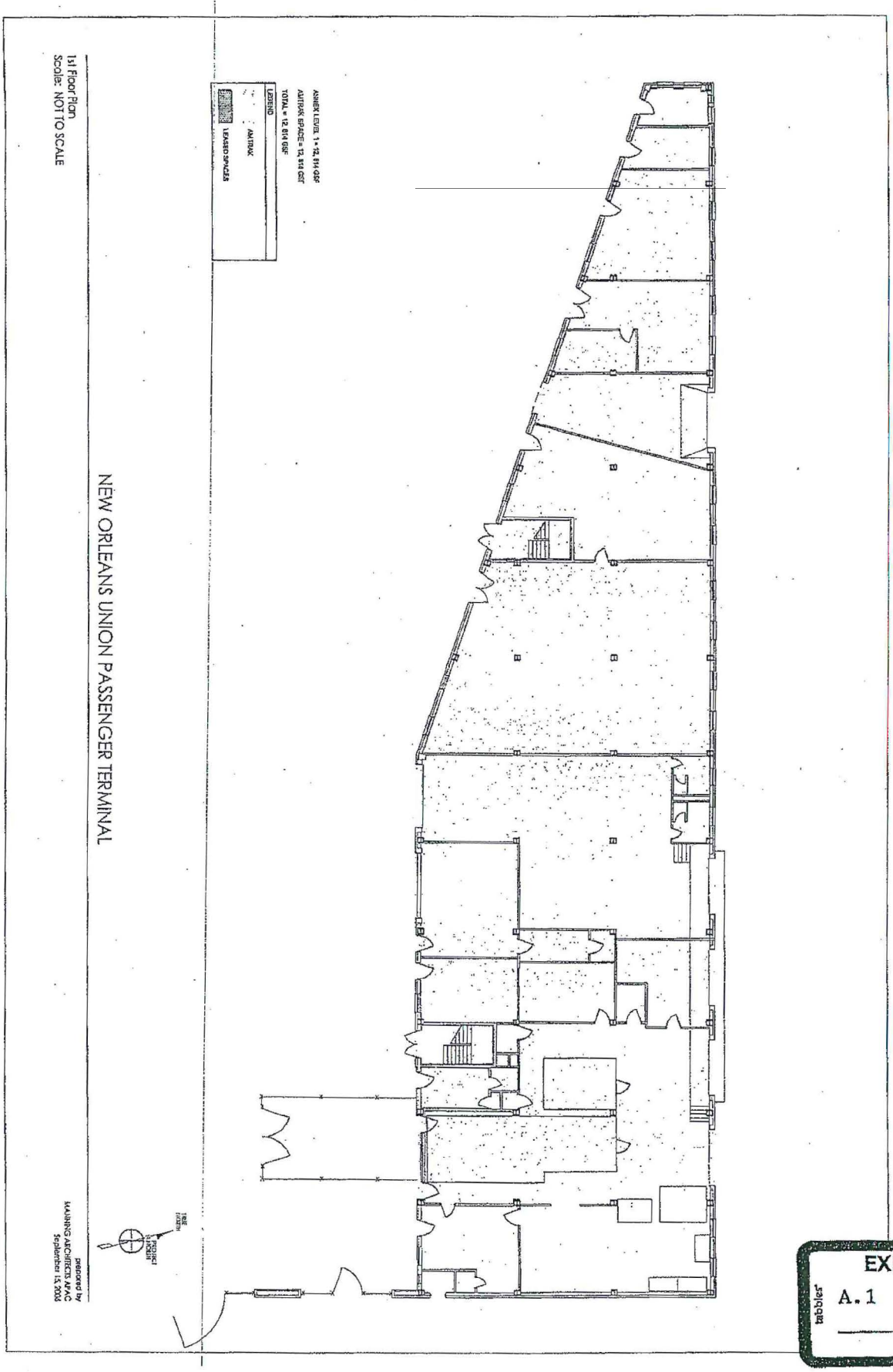


EXHIBIT
tabbies
A.1 3/3

Exhibit A

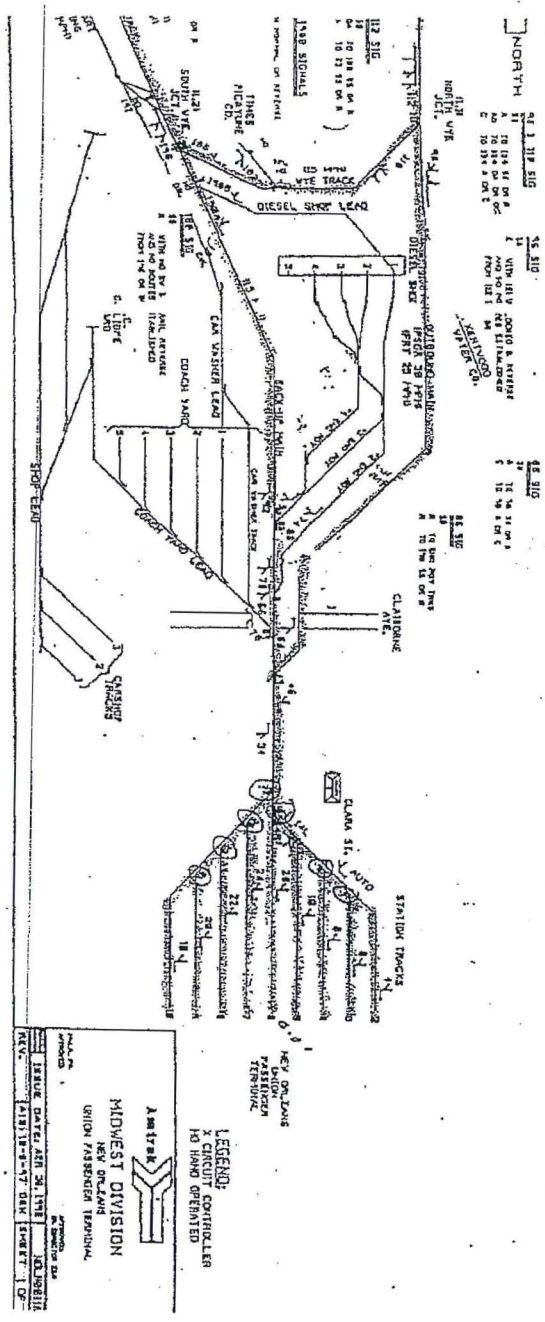


EXHIBIT
A.2

EXHIBIT C.1

Operating Expenses
List of Inclusions and Exclusions

Operating Expense Inclusions

a. Building supplies;
b. Utility costs incurred in connection with all energy sources for Premises and Common Areas of Building;
c. Water and sewer service;
d. Janitorial services;
e. General maintenance of the Building, including but not limited to the heating and air conditioning of the Building, provided such costs, under generally acceptable accounting principles ("GAAP"), would not be capitalized;
f. Landscaping and maintenance of the grounds surrounding the Building;
g. Maintenance, repair and striping of all parking areas used by tenants of the Building, provided such costs, under GAAP, would not be capitalized;
h. Costs of insuring the Building, including fire and extended coverage, public liability insurance, all risk insurance and workmen's compensation up to customary limits;
i. Labor costs incurred in the operation and maintenance of the Building, including wages and other payments to employees, costs to Landlord for workmen's compensation and disability insurance, payroll taxes, retirees' health insurance costs not to exceed $1,500 per month, and fringe benefits to employees not above the level of Building Manager;
j. Professional building management fees and/or asset management fees in total not to exceed four (4%) of Base Rent;
k. Legal, accounting, inspection and consultation fees incurred in connection with the prudent management of the Building, excluding any costs associated with any existing or suspected environmental conditions at the Building, and legal fees incurred in connection with any lease and/or financing of all or any portion of the Premises;
l. Provided the same actually reduce Operating Expenses, capital expenditures or repairs of an energy conservation or security nature required by any change in laws, rules, regulations, orders, or any other governmental or quasi-governmental authority having jurisdiction, in which case such expenditures shall be amortized on a straight-line basis in accordance with GAAP; but in no event shall such costs or expenditures exceed the operating costs savings; and
m. All ad valorem real property taxes assessed actually paid against the Building.



Operating Expense Exclusions

a. Cost of alterations of any tenant premises, including Leasehold Improvements at the Premises;
b. All costs that would be capitalized under generally accepted accounting practices (GAAP) (other than those expressly allowed as Included Operating Expenses above), and the costs of curing construction defects, if any;
c. Depreciation and amortization (except on any capital improvements and expenditures specifically allowed above);
d. Interest and principal payments on mortgages, deeds of trust, and any other debt costs, if any, even if those expenses would not be capitalized;
e. Any leasing commission or compensation or costs or expenses incurred for leasing, renovating or improving any tenant space, including the Premises, including space plans;
f. Any cost or expenditure (or portion thereof) for which Landlord is reimbursed or is entitled to reimbursement, whether by insurance proceeds or otherwise;
g. Cost of any service furnished to any other occupant of the Building which Landlord does not provide to all tenants in the Building or that Landlord does not provide to Tenant;
h. Any federal, state or local income tax or other tax based upon Tenant's rent or other receipts from Tenant, and any franchise, gift, transfer, excise or inheritance tax;
i. Salaries, bonuses or benefits for any employee or other personnel above the level of Building Manager, and Retirees' health insurance costs in excess of $1,500.00 per month;
j. Attorney's fees incurred by Landlord in any dispute with, or litigation brought by or against, any tenant, including Tenant, and any attorneys' fees incurred by Landlord in connection with the negotiation or preparation or otherwise in respect of any lease or any act of negligence or tortuous misconduct by Landlord, its employees, agents and contractors;
k. Costs incurred because Landlord or any other tenant violates any lease;
l. Advertising, marketing and promotional expenses;
m. Expenditures for items covered by insurance;
n. Any fines, penalties or costs incurred because the Building or Landlord, its employees, contractors or agents violated any law or other authority, including any Environmental Laws;
o. Any costs incurred in connection with complying with health and safety laws including OSHA and ADA and any corrective action, investigation of site conditions, cleanup, removal, remedial or restorative work required pursuant to any Environmental laws, unless such costs resulted from the gross neglect of Tenant;
p. Any ground rent or servitude charges;
q. Costs associated with the financing or refinancing of the Building;
r. Cost of any repair and replacement incurred in connection with any casualty or condemnation;
s. Costs of any material changes or additions to the Building and the land associated wherewith, after the date of this Lease;
t. Deductibles paid by Landlord in respect of any insurance claim;
u. Overhead and profit paid to subsidiaries or affiliates of Landlord for management or

other services on or to the Land or Building or for supplies or other materials, to the extent that the costs of the services, supplies, or materials exceed the competitive costs of the services, supplies, or materials were they not provided by a subsidiary or affiliate;

v. Rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature;

w. Repairs or other work needed because of eminent domain, fire, windstorm, or other casualty or cause insured against by Landlord or to the extent Landlord's insurance required under this Lease would have provided insurance, whichever is the greater coverage, but any expenditures by Landlord within commercially reasonable insurance deductibles shall be included in Annual Operating Expenses;

x. Professional building management fees and/or asset management fees in excess of four (4%) of Base Rent;

y. The costs of supplies or inventory in excess of that reasonably required for the period for which operating expenses are determined; and

z. The excess of the costs included in Operating Expenses which are not impositions, insurance premiums, association assessments, and utilities, to the extent such excess exceed five (5%) more than such costs in the prior calendar year (the "Percentage Annual Escalation Cap").

SECOND AMENDMENT TO SUBLEASE

BETWEEN

NEW ORLEANS BUILDING CORPORATION

AND

NATIONAL RAILROAD PASSENGER CORPORATION

This Second Amendment to Sublease (this "Amendment") is entered into as of this 7 day of DECEMBER, 2011, to be effective as of JANUARY 1, 2011 (the "Effective Date") by and between **NEW ORLEANS BUIDLING CORPORATION**, a Louisiana Public Benefit Corporation ("NOBC"), a/k/a Landlord, with a mailing address of 1300 Perdido Street, 9th Floor, New Orleans, Louisiana 70112, and **NATIONAL RAILROAD PASSENGER CORPORATION** ("Amtrak"), a/k/a Tenant, a corporation organized under the Rail Passenger Service Act of 1970 and the laws of the District of Columbia, which, pursuant to 49 U.S.C. 24031 (b), is duly qualified to do business in the State of Louisiana and has its principal place of business located at 60 Massachusetts Avenue, N.E., Washington, D.C., 20002.

RECITALS

WHEREAS, PURSUANT TO La. R.S. 33:4530, *et seq.*, the City is the owner of the New Orleans Union Passenger Terminal (the "Terminal"), which is a parcel that includes a rail yard and a passenger station, along with approximately six miles of right-of-way which is located in the City and the Parishes of Orleans and Jefferson, Louisiana.

WHEREAS, on May 3, 2002, the City, as Lessor, entered into a Lease Agreement with NOBC, as Lessee, pursuant to which NOBC leased from the City the Station and related properties, all as more particularly shown on Exhibit A to the Lease Agreement.

WHEREAS, on or about May 3, 2002, NOBC and Amtrak entered into a Sublease with respect to the New Orleans Union Passenger Terminal (the "Sublease"); thereafter, a First Amendment to Sublease, effective as of June 1, 2006, was also enter into between the parties;

WHEREAS, Amtrak is interested in leasing additional space on the first floor of the Terminal.

WHEREAS, the parties hereto desire to amend the Sublease, as previously amended, in the respects set forth hereinafter.

NOW THEREFORE, NOBC and Amtrak hereby agree as follows:

1. Section 3 of the Sublease is amended to add language as follows.

3.4 NOBC agrees to lease to Amtrak approximately 1,035 square feet of additional office space ("Expansion Premises") on the first floor of the station as shown on Exhibit "A" under the following terms and conditions.

a. Amtrak will lease the Expansion Premises for sixty (60) months, beginning on the earlier to occur of (i) Amtrak's occupancy of the Expansion Premises or (ii) August 1, 2011.
b. Amtrak shall pay to the NOBC for its use of the Expansion Premises annual base rent for years 1 – 5 based on $25.00 per square foot per annum on 1,035 square feet ($25,625 per annum, paid monthly).
c. Amtrak is granted a one-time renewal option to be exercised by written notice from Amtrak to the NOBC no later than 180 days before the end of the initial lease term. Base rent for this renewal period will be $30.00 per square foot per annum on 1,035 square feet ($30,750 per annum, paid monthly). Should Amtrak occupy the space after the expiration of the original five year term without exercising the renewal option, holdover rent will be charged at 1.5 times the original base rent.
d. The premises are accepted in "as is" condition, ~~without any warranty whatsoever as to its condition~~. Tenant will be responsible for all additional improvements to the space including, but not limited to, telephone and data.
e. Tenant will be responsible for all janitorial services, and repairs to and maintenance of the premises. Landlord will be responsible for providing HVAC to the Expansion Premises.
f. Should Amtrak agree to pay any additional utility charges for the other areas occupied by Amtrak at the Terminal, Amtrak agrees to include this additional 1,035 square feet in such calculation.

2. All remaining provisions of the previously amended Sublease, not otherwise amended hereby or herein, shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

IN WITNESS WHEREOF, NOBC and Amtrak have executed this Second Amendment to Sublease on the date first above written, but effective as of the Effective Date.

NEW ORLEANS BUILDING CORPORATION

By: Cedric S Grant
Cedric S. Grant,
Authorized Signatory

NATIONAL RAILROAD PASSENGER CORPORATION

By: B. Boolaian
Name: Bruce Boolaian
Its: AVP Real Estate DCU.

THIRD AMENDMENT TO SUBLEASE

BETWEEN

NEW ORLEANS BUILDING CORPORATION

AND

NATIONAL RAILROAD PASSENGER CORPORATION

This THIRD Amendment to Sublease (this "Amendment") is entered into as of this 8th day of July, 2013, to be effective as of January 1, 2012 (the "Effective Date") by and between **NEW ORLEANS BUIDLING CORPORATION**, a Louisiana Public Benefit Corporation ("NOBC"), with a mailing address of 1300 Perdido Street, 9th Floor, New Orleans, Louisiana 70112, and **NATIONAL RAILROAD PASSENGER CORPORATION** ("Amtrak"), a corporation organized under the Rail Passenger Service Act of 1970 and the laws of the District of Columbia, which, pursuant to 49 U.S.C. 24031 (b), is duly qualified to do business in the State of Louisiana and has its principal place of business located at 60 Massachusetts Avenue, N.E., Washington, D.C., 20002.

RECITALS

WHEREAS, PURSUANT TO La. R.S. 33:4530, *et seq.*, the City is the owner of the New Orleans Union Passenger Terminal (the "Terminal"), which is a parcel that includes a rail yard and a passenger station, along with approximately six miles of right-of-way which is located in the City and the Parishes of Orleans and Jefferson, Louisiana.

WHEREAS, on May 3, 2002, the City, as Lessor, entered into a Lease Agreement with NOBC, as Lessee, pursuant to which NOBC leased from the City the Station and related properties, all as more particularly shown on Exhibit A to the Lease Agreement.

WHEREAS, on or about May 3, 2002, NOBC and Amtrak entered into a Sublease Agreement, subsequent First Amendment to Lease Agreement dated May 22, 2003 and Second Amendment to Lease Agreement dated December 7, 2011 with respect to the New Orleans Union Passenger Terminal (the "Sublease");

WHEREAS, the parties hereto desire to amend the Second Amendment to Lease referenced above to correct the square footage as referenced therein.

NOW THEREFORE, NOBC and Amtrak hereby agree as follows:

1. Section 1 of the Second Amendment to Lease shall be amended to reflect the correct square footage of 1,025 of the Expansion Premises throughout the document in its entirety in lieu of 1,035 square feet as currently referenced.

2. All remaining provisions of the Sublease and subsequent Amendments to Lease Agreement not amended herein shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the parties hereto.

IN WITNESS WHERE OF, NOBC and Amtrak have executed this THIRD Amendment to Sublease on the date first above written, but effective as of the Effective Date.

City of New Orleans

By: _____
Mayor Mitchell J. Landrieu 7/8/14

FORM AND LEGALITY APPROVED:

Julie P. Meyer
Department of City of New Orleans

New Orleans Building Corporation

By: Cedric S. Grant
Cedric S. Grant
Acting Chief Executive Officer

NATIONAL RAILROAD PASSENGER CORPORATION

By: B. Sodoian
Name: Bruce Sodoian
Its: AVP RED

Ramsey County Regional Railroad Authority

Reply Brief
Exhibit I
1 of 52

REQUEST FOR ACTION

Type of Agenda: ☐ Policy ☐ Discussion
☒ Administrative ☐ Information

Regional Railroad Authority Meeting Date: **11/12/2013**

Regional Railroad Authority Meeting Date:

SUBJECT: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

EXECUTIVE SUMMARY

The Ramsey County Regional Railroad Authority (RCRRA) has renovated Union Depot into a multi-modal transit and transportation hub. The renovation includes office and passenger spaces for intercity train service. National Railroad Passenger Corporation, operating under the business name of Amtrak, is currently operating the Empire Builder passenger train service between Chicago and Seattle/Portland. In addition to stopping the train at Union Depot, Amtrak wishes to lease space in the facility for its passenger operations. These activities will include passenger ticketing and baggage handling, VIP lounge, office and staff break areas. Service is expected to begin at Union Depot in the first quarter of 2014.

A lease has been negotiated for 3,800 square feet of space. Amtrak will pay $144,586 for the first year as its share of operating costs. (This revenue is slightly favorable to what was included in the proposed 2014/2015 RCRRA Union Depot operating budget.) Operating costs will escalate at 3% per year. The agreement provides a twenty year term. Amtrak has the option to extend the lease for one additional twenty year term. The draft lease agreement is attached to this Request for Action. Due to time constraints in meeting the passenger notification window for Amtrak, RCRRA needs to act on the lease before it has been executed by Amtrak, and minor changes in wording may occur, as approved by the County Attorney's office.

ACTION REQUESTED

1. Approve a lease agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority.
2. Authorize the Chair to execute the lease agreement in a form to be approved by the County Attorney's Office.
3. Authorize the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

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SUBJECT: **Lease Agreement with National Railroad Passenger Corporation (Amtrak)**

ATTACHMENTS:

Draft Lease Agreement between RCRRA and National Railroad Passenger Corporation (Amtrak)

PREVIOUS ACTION:

None.

COUNTY MANAGER'S COMMENTS:

Approval of the Lease Agreement with Amtrak will allow the Amtrak Empire Builder to serve Union Depot upon completion of the necessary track and improvements being completed by the freight railroads and RCRRA. The Empire Builder is anticipated to begin servicing Union Depot in the first quarter of 2014.

Regional Railroad Authority – Authorized Signature	Date
Thomas V. Mayer Jr	9/18/13

Finance – Authorized Signature	Date
Susan M. Kuss	9-16-13

County Attorney – Authorized Signature	Date
Paul A Josh	9-18-13

Property Management – Authorized Signature	Date

Information Services – Authorized Signature	Date

Other – Authorized Signature	Date

Subject: Lease Agreement with National Railroad Passenger Corporation (Amtrak)

Draft Resolution

WHEREAS, The Ramsey County Regional Railroad Authority has developed the Union Depot Multi-Modal Transportation and Transit Hub to serve all transportation modes, including intercity trains; and

WHEREAS, National Railroad Passenger Corporation (Amtrak) operates intercity train services to the Twin Cities area and desires to lease space in the Union Depot facility; and

WHEREAS, A lease agreement has been negotiated between Ramsey County Regional Railroad Authority and Amtrak for the use of space at Union Depot for intercity train services; Now Therefore, Be It

RESOLVED, The Ramsey County Regional Railroad Authority approves a lease agreement between National Railroad Passenger Corporation (Amtrak) and the Ramsey County Regional Railroad Authority; And Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the Chair to execute the lease agreement in a form to be approved by the County Attorney's Office, And Be It Further,

RESOLVED, The Ramsey County Regional Railroad Authority authorizes the County Manager to make all necessary budget adjustments including increasing estimated revenues and appropriations.

4

Attachment

STATION LEASE AGREEMENT

(Union Depot, St. Paul)

THIS STATION LEASE AGREEMENT ("Lease") is made and entered into as of this _____ day of , 2013, by and between the Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, with offices at Union Depot, Suite 200, 214 4th Street East, St. Paul, MN 55101 ("LESSOR"), and National Railroad Passenger Corporation, a corporation organized under the former Rail Passenger Service Act and the laws of the District of Columbia, with offices at 30th Street Station, 5th Floor South Tower, Philadelphia, PA 19104 ("AMTRAK").

RECITALS

WHEREAS, LESSOR owns certain improved real property in the City of St. Paul, located at 214 Fourth Street East, commonly known as Union Depot, and which is shown on Exhibit A and is legally described on attached Exhibit B ("Property");

WHEREAS, the improvements on the Property include, inter alia, an historic 1925 building fronting on Fourth Street East comprised of three main areas referred to in this Lease as the "Head House", "Concourse", and "Waiting Room", all as shown on Exhibit C;

WHEREAS, the Property also contains certain new buildings and facilities constructed by LESSOR to have train and bus platforms ("Train Deck" which definition shall not include the parking areas), and a structure located along Kellogg Boulevard West for use for transportation purposes ("Kellogg Building"), which includes improvements to provide pedestrian access from the Kellogg Building to the Train Deck and to the Waiting Room. The Train Deck is also improved with a platform, shelter and other improvements for use for passenger train passenger loading and unloading that are referred to in this Lease as the "Passenger Platform". The Passenger Platform is shown on attached Exhibit C;

WHEREAS, the Property is also improved with a structure referred to in this Lease as the "Train Tower" which provides for pedestrian access from the Waiting Room to the Passenger Platform;

WHEREAS, the historic building consisting of the Head House, Concourse, and Waiting Room, the Train Tower, the Train Deck (including the Passenger Platform), and the Kellogg Building are collectively referred to in this Lease as "Union Depot", all as shown on attached Exhibit C;

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WHEREAS, LESSOR and AMTRAK have entered, or will enter, into a separate agreement ("Operating Agreement") for, inter alia, the operation, maintenance and repair of certain railroad trackage and passenger platforms located on the Property and defined in the Operating Agreement as the "Terminal Tracks and Platforms";

WHEREAS, LESSOR and AMTRAK desire and intend that LESSOR lease to AMTRAK and AMTRAK lease from LESSOR certain premises in the Kellogg Building, and in the Waiting Room and have access to and be able to use the Train Tower and Passenger Platform and the Common Areas of Union Depot for the purpose of enabling AMTRAK to operate a passenger station for AMTRAK's passenger rail service; and

WHEREAS, LESSOR is authorized to enter into this Lease pursuant to Minnesota Statutes, Section 398A.04, subd. 11 to operate its governmental program to, among other things, preserve and improve rail service for passenger traffic.

NOW, THEREFORE, in consideration of the foregoing Recitals, the rents and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and AMTRAK agree as follows:

INDEX OF EXHIBITS

LESSOR and AMTRAK agree to exhibits for the purpose of this Lease as follows, all of which are attached hereto and made a part hereof:

Exhibit A: Site Plan of Property.

Exhibit B: The legal description of the Property.

Exhibit C: Plan of Property showing Union Depot.

Exhibit D: Sketch of the Premises.

Exhibit E: Leasehold Improvements (the "Plans").

Exhibit F: Declaration.

Exhibit G: LESSOR's Work.

Exhibit H: Sign Plan.

Exhibit I: Reimbursable Costs

Exhibit J: Janitorial Specifications.

1. GRANT OF LEASE; PREMISES.

a. Ticket Area and Lounge. LESSOR hereby leases exclusively to AMTRAK and AMTRAK hereby leases from LESSOR for the Term, upon all the conditions contained in this Lease, the following areas ("Premises"):

i. The portion of the Kellogg Building to be occupied by and leased exclusively to AMTRAK is shown on Exhibit D and is referred to in this Lease as the "Ticket Area". The Ticket Area consists of 2,866 leasable square feet.

ii. The portion of the Waiting Room to be occupied by and leased exclusively by AMTRAK as part of the Premises is shown on Exhibit D and is referred to in this Lease as the "Lounge". The Lounge consists of 934 leasable square feet.

The term "Premises" as used herein shall refer to the Ticket Area and the Lounge.

b. Common Areas. In addition to the Premises, LESSOR hereby grants to AMTRAK, its employees, agents, licensees, contractors, passengers and invitees, the non-exclusive right to use in common with LESSOR, and all other permitted users of Union Depot, subject to the reasonable rules and regulations of LESSOR adopted from time to time which do not impede the ingress and egress of AMTRAK to the Premises, Train Tower and Passenger Platform and which AMTRAK has received in writing ("Rules and Regulations"), the common areas and common facilities of Union Depot ("Common Areas"). The Common Areas include, inter alia, the sidewalks, plazas, driveways, hallways, stairways, elevators, public bathrooms, loading docks, common entrances, lobbies, and other public portions of Union Depot. The terms and conditions of this Lease with respect to the Common Areas shall apply, without limiting the foregoing, to the Common Areas of Union Depot. AMTRAK shall have the non-exclusive right to use in common with other rail passenger providers the Train Tower for intercity rail passenger service and baggage loading and unloading, and for related servicing of AMTRAK's passenger rail trains, and shall also have the right to use the Train Tower for pedestrian access to the Passenger Platform. The Passenger Platform

(subject to the terms of the Operating Agreement) and Train Tower are Common Areas of Union Depot and as such are subject to the Rules and Regulations; provided, however, that such Rules and Regulations shall not impair AMTRAK's use of the Premises and the Passenger Platform and Train Tower for the purposes of a passenger rail station for AMTRAK's intercity rail passenger business. Where there is a conflict between the terms of this Lease and the Rules and Regulations, the terms of this Lease shall control.

2. TERM.

a. Initial Term/Commencement Date. The initial term ("Term" or "Initial Term") of this Lease shall be for twenty (20) years commencing on the "Commencement Date", as hereinafter defined, and will end twenty (20) years thereafter ("Termination Date"), unless (a) sooner terminated due to AMTRAK's railroad purposes by AMTRAK giving one hundred eighty (180) days prior written notice to LESSOR or (b) extended by AMTRAK as provided below.

b. Commencement Date. LESSOR shall deliver possession of the Premises to AMTRAK the later of (a) December 1, 2013 in accordance with the terms and conditions for LESSOR's Work set forth in Section 7 below and on attached Exhibit G, and (b) the date the railroad tracks on the Property, and related improvements being completed by or on behalf of LESSOR, are complete and are suitable for AMTRAK to use for its rail passenger service. If desired by AMTRAK, LESSOR will allow AMTRAK access to the Premises at least thirty (30) days before the anticipated Commencement Date to enable AMTRAK to install data and telecommunications lines and equipment, provided, however, that AMTRAK shall not interfere with the completion of the LESSOR's Work, and shall promptly repair any damage to the Premises by AMTRAK, or its contractors or agents. The date of delivery by LESSOR shall be the Commencement Date and shall be no earlier than the Commencement Date set forth above unless agreed to in writing by LESSOR and AMTRAK. Failure of LESSOR to deliver possession of the Premises by the date provided above for the Commencement Date due to any cause beyond LESSOR's control, or time required for construction, delays due to material shortages, strikes or force majeure, (as provided in Section 36 below) shall automatically postpone the Commencement Date of the Term and shall extend the Termination Date by periods equal to those which shall have elapsed between and including the date specified above for commencement of the Term and the date on which possession of the Premises is delivered to AMTRAK.

c. Declaration. Within thirty (30) days of the Commencement Date, LESSOR and AMTRAK shall execute and deliver a Declaration of Commencement ("Declaration") in the form attached hereto as Exhibit F confirming the Commencement Date, Termination Date, and that LESSOR has delivered the Premises in the manner and condition required in this Lease, subject only to those items referred to in the Declaration and to the obligation of LESSOR, if any, to correct any such items as provided in this Lease or the Declaration.

d. Option to Extend. AMTRAK shall have the option to extend the Term of this Lease for one (1) additional twenty (20) year term ("Extension Term") by giving written notice of its intent to exercise this option at least 270 days before the end of the Initial Term (as extended, the "Term"). The Extension Term shall be upon all the same terms and conditions as set forth in this Lease, expressly provided otherwise in this Lease, and the "Term" as used in this Lease shall mean the Initial Term during the Initial Term and the Extension Term during the Extension Term.

3. RENT, COMMON AREA EXPENSES, OPERATING EXPENSES

a. Rent. The term "Rent" shall mean and include all amounts to be paid by AMTRAK to LESSOR as set forth and pursuant to this Lease and includes (i) AMTRAK's Proportionate Share of Operating Expenses and (ii) the Train Tower Charge, as set forth below in this Section 3, each of which shall be paid in equal monthly installments commencing on the Commencement Date and continuing on the first day of each calendar month thereafter, and (iii) all other amounts which shall be due or become due from AMTRAK to LESSOR pursuant to the terms and conditions of this Lease. AMTRAK shall not be required to pay Rent, including metered utility charges, the Train Tower Charge and any costs and expenses related to the Operating Agreement, but excluding Excess Services as defined in Section 3.g.(iv) below, of any kind and in any manner, in excess of $144,586.00 per year ("Rent Limit"), which amount of Rent Limit shall increase by 3% each calendar year during the Term, commencing January 1, 2015 and each year thereafter. If Amtrak sells or demolishes the building Amtrak currently owns in St. Paul, Minnesota and uses as its Midway station the Rent Limit shall be increased by $44,357.00, which amount shall increase by 3% each calendar year during the Term. If the Commencement Date is not the first day of a calendar month, Rent shall be prorated on a daily basis for the remainder of the month of the Commencement Date.

b. Common Area Expenses for the Premises. AMTRAK shall pay to LESSOR "AMTRAK's Proportionate Share of Operating Expenses", as hereinafter defined, for the Premises as follows:

i. Operating Expenses. The term "Operating Expenses" shall mean and include all expenses incurred with respect to the maintenance and operation of Union Depot, including, the following, except as excluded below: insurance premiums; maintenance and repair costs; steam, electricity, water, sewer, gas, and other utility charges; fuel; lighting; window washing; janitorial services; trash and rubbish removal; snow removal; security; pest control; landscape service; special assessments imposed by any governmental agency with jurisdiction (and which are not payments in lieu of ad valorem real estate taxes); wages payable to employees of LESSOR whose duties are related directly to the operation and maintenance of Union Depot shall be prorated for time actually spent at the Union Depot and excluding any personnel above the rank of building or general manager of Union Depot; amounts paid to contractors or subcontractors for work or services performed relating directly to the operation and maintenance of Union Depot; all costs of uniforms, supplies and materials used in direct support of the operation and maintenance of Union Depot; all payroll taxes, unemployment insurance costs, vacation allowances, and the cost or providing disability insurance or benefits, pensions, profit sharing benefits, hospitalization, retirement or other so-called fringe benefits, and any other expense imposed on LESSOR, pursuant to law or pursuant to any collective bargaining agreement covering such employees; reasonable attorney's fees and costs in connection with appeal or contest of real estate taxes or valuation or other taxes or levies; and such other expenses as may be ordinarily incurred in the operation and maintenance of Union Depot; and a reasonable management fee in the amount of 3% of the sum of the annual Operating Expenses.

ii. Exclusions from Operating Expenses. The term "Operating Expenses" shall not include:

(i) Leasing commissions, marketing costs, disbursements, and other expenses incurred for leasing, renovating, or improving space;

(ii) Any charge for interest, depreciation or amortization;

(iii) Costs of a capital nature including capital improvements, capital replacements, capital repairs, capital equipment, and capital tools, as determined under generally accepted accounting principles consistently applied;

(iv) Costs incurred because LESSOR violated the terms of the Lease;

(v) Overhead and profit paid to subsidiaries or affiliates of LESSOR for management or other services on or to the Property or for supplies or other materials, to the extent that the costs of the services, supplies, or materials exceed the competitive costs of the services, supplies, or materials were they not provided by a subsidiary or affiliate;

(vi) Rentals and other related expenses incurred in leasing air conditioning systems, elevators, or other equipment ordinarily considered to be of a capital nature;

(vii) Items and services for which AMTRAK, other tenants, insurers or any third party reimburses LESSOR or for which LESSOR or any tenant pays third parties directly;

(viii) Advertising and promotional expenditures and leasing and brokerage commissions in connection with the leasing of tenant space of Union Depot;

(ix) Repairs or other work needed because of eminent domain, fire, windstorm, or other casualty or cause insured against by LESSOR or to the extent LESSOR's insurance required under this Lease would have provided insurance, whichever is the greater coverage, but any expenditures by LESSOR within commercially reasonable insurance deductibles shall be included in Operating Expenses;

(x) Wages or salaries paid to employees above the level of building or general manager, or of executive personnel of LESSOR or any management company;

(xi) Management fees in excess of three (3%) percent of the sum of annual Operating Expenses;

(xii) The costs of supplies or inventory in excess of that reasonably required for the period for which Operating Expenses are determined;

(xiii) Costs incurred to remedy structural defects; or costs incurred to remedy defects in original construction materials or installations which are either (a) covered by contractor's warranties or (b) brought to LESSOR's attention within the construction warranty period, but capital improvements reasonably calculated to reduce Operating Expenses (including energy costs) are not excluded to the extent of such reduction of Operating Expenses;

(xiv) Any costs, fines, or penalties incurred because LESSOR violated any governmental rule or authority;

(xv) Costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy hazardous wastes or asbestos-containing materials from the Property unless the wastes or asbestos-containing materials were in or on the Property solely because of acts of AMTRAK;

(xvi) Other expenses that under generally accepted accounting principles consistently applied would not be considered normal maintenance, repair, management, or operating expenses;

(xvii) Legal fees, costs, and disbursements based upon LESSOR's negligence or other tortious conduct, or relating to the defense of LESSOR's title to, or interest in, the Property;

(xviii) Capital costs or repair costs to comply with laws and governmental rules and regulations including but not limited to the Americans with Disabilities Act;

(xix) Costs incurred to remedy deficiencies in air quality not caused by AMTRAK;

(xx) The excess of the costs for items that are Operating Expenses, which are not impositions, insurance premiums, association assessments, snow removal costs and utilities, to the extent such excess exceeds three (3%) more than such costs in the prior calendar year;

(xxi) Taxes payable by LESSOR such as income, franchise, or capital stock taxes;

(xxii) Expenses for the Train Tower, which expenses are payable as a "Train Tower Charge", as defined in Section 3.d below;

(xxiii) Operating costs for the parking lots and areas;

(xxiv) Insurance premiums or expenses which are required of LESSOR under the terms of the Operating Agreement; and

(xxv) Any costs or expenses which are required to be paid by LESSOR pursuant to the terms of the Operating Agreement.

iii. Definition of AMTRAK's Proportionate Share. The term "AMTRAK's Proportionate Share" shall mean the percentage the leasable area of the Premises (3800 square feet) is of the total leasable area of Union Depot (which is agreed to be, and shall be, for the purposes of determining Amtrak's Proportionate Share 71,726 square feet), but for the purpose of determining AMTRAK's Proportionate Share of Operating Expenses for the Common Area, the expenses of the Train Tower and Passenger Platform included in the Train Tower charges as set forth below and the operating costs for parking lots A, B and C (parking lot C is the surface lot and parking lots A and B are the parking areas located underneath the Head House and the Train Deck, as

shown on attached Exhibit C) shall not be included. AMTRAK's Proportionate Share shall initially be 5.3% based on the Premises containing 3,800 square feet.

iv. Monthly Installments. AMTRAK shall to pay LESSOR as AMTRAK's Proportionate Share of Operating Expenses of Union Depot Common Areas, as Rent (subject to the Rent Limit), in equal monthly installments, each being one twelfth (1/12) the annual amount due from AMTRAK to LESSOR ("Monthly Installments"). For the period from the Commencement Date until the issuance of the "Operating Expense Statement", as hereinafter defined, such Monthly Installments shall be based on AMTRAK'S and LESSOR'S reasonable estimate which is annually $30.63 per square foot of the Premises ("Initial Payments"). After the Initial Payments, the Monthly Installments shall be based on one twelfth (1/12) of the actual Operating Expenses of the Common Area for the preceding year. The Initial Payments for each Monthly Installment shall be $9,615.50 based on application of the Rent Limit as set forth in Section 2.a above.

v. Operating Expense Statement. Within sixty (60) days of the expiration of each calendar year, LESSOR shall furnish AMTRAK with a written statement of the actual Operating Expenses for Union Depot ("Operating Expense Statement") incurred for such year, certified by LESSOR as true and correct. Upon request from AMTRAK, LESSOR shall include bills and invoices relating to and supporting the Operating Expense Statement. AMTRAK shall pay AMTRAK's Proportionate Share of any amounts in excess of those collected pursuant to AMTRAK's payments on account of the Operating Expenses for AMTRAK'S Proportionate Share of the Operating Expenses. LESSOR shall pay to AMTRAK any amounts collected for Operating Expenses from AMTRAK which exceed the amounts of the actual Operating Expenses due from AMTRAK pursuant to AMTRAK's Proportionate Share. Within ninety (90) days from the date of AMTRAK's receipt of LESSOR's Operating Expense Statement for the immediately preceding calendar year, AMTRAK shall have the right, at its expense, to inspect at LESSOR's office, or other mutually agreeable location, during

normal business hours, LESSOR's books and records as they relate to the Operating Expense Statement, including copies or evidence of bills and invoices for Operating Expenses. If AMTRAK's inspection establishes that AMTRAK overpaid LESSOR for AMTRAK's Proportionate Share of Operating Expenses for the preceding calendar year, LESSOR shall remit the excess to AMTRAK promptly after receipt of AMTRAK's notice that such amount is due, which notice shall specify in reasonable detail the overpayment previously made by AMTRAK. Nothing herein shall limit AMTRAK's audit rights set forth in Section 35.

vi. Estimate of AMTRAK'S Proportionate Share of Operating Expenses for the Common Areas and Train Tower Charge. LESSOR shall estimate for each calendar year of the Term (i) the total amount of Operating Expenses for the Common Area and (ii) AMTRAK's Proportionate Share of Operating Expenses for the Train Tower and the "Train Tower Charge" (as defined below). The estimate shall be in writing and LESSOR shall use reasonable efforts to deliver or mail the estimate to AMTRAK at the Premises and the address for AMTRAK set forth in the caption above of this Lease within sixty (60) days of the close of each calendar year.

c. Rent During the Extension Term. During the Extension Term, Rent, set forth above in this Section 3 and all other amounts to be paid by AMTRAK to LESSOR as Rent or otherwise shall be determined in same manner as during the Initial Term.

d. Train Tower and Passenger Platform Expenses. In addition to AMTRAK's Proportionate Share of Operating Expenses for the Common Areas determined in the manner set forth above, AMTRAK shall pay to LESSOR, as Rent, a charge for the Operating Expenses of the Train Tower and Passenger Platform ("Train Tower Charge") as follows, which Train Tower Charge together with AMTRAK's Proportionate Share of Operating Expenses and the HVAC and Sprinkler factor shall not exceed the Rent Limit:

i. Train Tower Expenses. AMTRAK shall pay a share of any Operating Expense, as Rent (subject to the Rent Limit) that is solely an expense of operating and maintaining the Train Tower and Passenger Platform, including the actual cost of routine maintenance of the elevator and escalator in the Train

Tower, snow removal, cleaning, trash removal and disposal, electricity and other utility usage, and also any expense which is an Operating Expense, as defined above (and with the same exclusions as set forth in this Section 3 above) and is allocated only to the Train Tower and Passenger Platform based on actual metering, usage or expenditure, or based on the reasonable determination of LESSOR (collectively the "Train Tower Expenses"). AMTRAK's share of the Train Tower Expenses shall be 90% of the total amount of the Train Tower Expenses, subject to adjustment as provided below, and shall be referred to as the "Train Tower Charge". The Train Tower Charge is in addition to AMTRAK's Proportionate Share of Operating Expenses for the Common Areas; provided, however, that no actual Operating Expense amount shall be included in both the amount of Operating Expenses used to determine AMTRAK's Proportionate Share and the amount of Train Tower Expenses used to determine the Train Tower Charge. Any Operating Expense amount or other amount that is included as a "Train Tower Expense" is excluded from determination of AMTRAK's Proportionate Share of Operating Expenses for the Common Area as set forth above. LESSOR and AMTRAK agree that LESSOR's current estimate of the Train Tower Charge is $1,325.00 each month.

ii. Train Tower Expense Statement. Within sixty (60) days of the expiration of each calendar year, LESSOR shall furnish AMTRAK with a written statement of the actual Train Tower Expenses incurred for such year, certified by LESSOR as true and correct ("Train Tower Expense Statement"). AMTRAK shall pay any amount of the Train Tower Charge in excess of those collected pursuant to AMTRAK's payments on account of the Train Tower Expenses for AMTRAK's Train Tower Charge. LESSOR shall pay to AMTRAK any amount collected for the Train Tower Charge which exceeds the amount of the actual Train Tower Charge due from AMTRAK pursuant to AMTRAK's Train Tower charge as set forth in Section 3. Within ninety (90) days from the date of AMTRAK's receipt of LESSOR's Train Tower Expense Statement for the immediately preceding calendar year, AMTRAK shall have the right, at its expense, to inspect at LESSOR's office, or other mutually agreeable location, during normal business hours, LESSOR's books and

records as they relate to the Train Tower Expense Statement, including copies or evidence of bills and invoices for Train Tower Expenses. If AMTRAK's inspection establishes that AMTRAK overpaid LESSOR for the Train Tower Charge for the preceding calendar year, LESSOR shall remit the excess to AMTRAK promptly after receipt of AMTRAK's notice that such amount is due, which notice shall specify in reasonable detail the overpayment previously made by AMTRAK. Nothing herein shall limit AMTRAK's audit rights in Section 35.

iii. AMTRAK's Share of Train Tower Expenses. The Train Tower Charge shall be determined with respect to non-exclusive use of the Train Tower and Passenger Platform. In the event there are other non-incidental rail passenger service using the Train Tower and Passenger Platform, AMTRAK's share of the Train Tower Expenses set forth above shall be adjusted as follows: LESSOR shall allocate the Train Tower Expenses to AMTRAK and the other providers of passenger rail service in accordance with the proportionate use of the Train Tower and Passenger Platform determined in good faith by LESSOR based on the number of trains, except that AMTRAK's share of the Train Tower Expenses shall not exceed 90% of those expenses.

iv. Excess Services. Non-routine repairs of any utility or other equipment servicing the Train Tower or Passenger Platform shall be allocated to and paid by AMTRAK and any providers of other rail passenger service using the utility or other equipment in accordance with their respective proportionate use thereof as reasonably determined by LESSOR. AMTRAK may in its discretion request for the use and benefit of AMTRAK operating services, maintenance, repairs and improvements with respect to the Passenger Platform in excess of those to be provided by LESSOR as set forth in this Lease for the Common Areas of Union Depot ("Excess Services"). AMTRAK shall reimburse LESSOR for the cost of any such Excess Service within sixty (60) days of AMTRAK's receipt of an invoice, and if requested by AMTRAK, supporting documents evidencing the cost of the Excess Service, for the Excess Service as an item of Rent, except that the Excess Service is not subject to the Rent Limit. Maintenance requirements set forth in the Operating Agreement shall not be considered an Excess Service.

4. USE.

AMTRAK may occupy and use the Premises for AMTRAK's rail passenger business operations, including ticketing, waiting area for passengers, related mail, package, baggage, and express services and office, and operations incidental to AMTRAK"s business. AMTRAK'S Use of the Lounge shall be as a waiting area for AMTRAK passengers and shall be permitted to provide ticketing, snack and beverage services for passenger convenience. AMTRAK will control passenger access to the Lounge, using security devices installed by LESSOR, at its sole cost, and coordinated with LESSOR's security system for the Property.

AMTRAK shall use the Train Tower and Passenger Platform for passenger rail services consistent with the ordinary and customary use of a train platform for passenger and baggage loading and unloading related servicing of AMTRAK passenger trains.

AMTRAK'S use of the Train Tower and Passenger Platform is non-exclusive and shall be subject to the Rules and Regulations and policies and procedures for use as established by LESSOR, as provided in Section 1.b above. AMTRAK's Use does not include the Convenience Uses (except ticketing) as defined in Section 15 below.

5. HOURS OF OPERATION.

AMTRAK shall have the right to keep the Premises open at all such times as it desires. The Passenger Platform and Train Tower shall be available for use by AMTRAK at all times that AMTRAK passenger trains are at the Property, except that LESSOR shall have the right to manage and close the Common Areas and access to and from Union Depot at such times and in such manner as reasonably determined by LESSOR, provided that LESSOR accommodates the needs of AMTRAK's ticketed passengers who shall have 24 hours a day, 7 days a week access to Union Depot and provided that LESSOR accommodates the needs of AMTRAK for AMTRAK's Use as set forth in this Lease.

6. UTILITIES.

a. AMTRAK's Obligations for the Premises. AMTRAK shall pay for all telephone, cable, and data and communications utilities services, furnished to the Premises, commencing upon the Commencement Date and continuing thereafter until the expiration of the Term of this Lease. Payments for these services are not subject to the Rent Limit.

b. Shared Meter. The Premises receives electricity from the electrical power provider for Union Depot through a sub-meter. Subject to the Rent Limit, AMTRAK shall reimburse LESSOR, as Rent, each month for the cost of the electricity consumed in the Premises. LESSOR shall provide adequate hot and cold water for the use of the plumbing facilities in the Premises. LESSOR shall not be required to install any plumbing within any of Premises except as shown on the Plans. LESSOR has installed electrical and plumbing facilities on the Passenger Platform for AMTRAK use for its passenger trains when they are located at Union Depot for passenger loading and unloading.

c. AMTRAK Trains. The costs of any electrical, water and sewer service which is provided to AMTRAK trains by way of direct connection or metering shall be paid by AMTRAK as an item of Rent, and shall be subject to the Rent Limit. However, if there are more than two trains per day which are serviced by LESSOR with electric or water, AMTRAK shall pay the actual metered costs for such electric and water services for the additional trains if such utilities are separately metered. The metered costs for the additional trains shall not be subject to the Rent Limit. LESSOR shall be responsible for installing all required meters at its sole cost and expense.

d. No Liability of LESSOR. LESSOR shall not be liable in damages or otherwise if the furnishing by LESSOR or by any other supplier of any utility or other service to the Premises or Union Depot shall be interrupted or impaired by fire, repairs, accident, or by any causes beyond LESSOR's reasonable control, providing such is not caused by LESSOR's gross negligence. LESSOR will not be liable to AMTRAK for damages or otherwise if any utility or other service is unavailable, fails, or is interrupted, nor will any such unavailability, failure or interruption relieve AMTRAK from its obligations under this Lease, except as provided in this Section. If any utility is interrupted and the interruption causes AMTRAK to close its business operations in the Premises for two (2) consecutive days or longer then Rent will be abated until service is restored. LESSOR shall not have any obligation except as otherwise explicitly provided herein to provide AMTRAK any utility service or any facilities for the delivery thereof to the Premises.

e. HVAC and Sprinkler Charges for the Premises. AMTRAK shall pay, as Rent (subject to the Rent Limit) monthly in advance, a charge for HVAC and sprinkler service to the Premises as provided herein. The amount AMTRAK shall pay for HVAC and sprinkler service provided the Premises shall be the number of square feet in the Premises (3800 square feet) times the following amounts ("AMTRAK's Proportionate Share" of the "HVAC Factor" and the "Sprinkler Factor"):

i. For 2013 the HVAC Factor shall be $3.00 prorated on a daily basis and the Sprinkler Factor shall be $0.50 to be prorated on a daily basis.

ii. Within sixty (60) days of the expiration of each calendar year, LESSOR shall furnish AMTRAK with a written statement of the actual HVAC and sprinkler costs incurred for such year certified by LESSOR as true and correct. If requested by AMTRAK, LESSOR shall provide documentation and bills evidencing such costs. AMTRAK shall pay AMTRAK's Proportionate Share of any amounts in excess of those collected pursuant to the payments on account of the HVAC or sprinkler costs. LESSOR shall pay to AMTRAK any amounts collected for HVAC or sprinkler service costs from AMTRAK, which exceed the amounts of the actual costs due from AMTRAK pursuant to AMTRAK's Proportionate Share of the HVAC Factor and of the Sprinkler Factor. LESSOR's statement of the HVAC and sprinkler service costs shall be subject to AMTRAK review as set forth in this Section 6.d. and Section 35.

7. LESSOR'S WORK.

LESSOR has improved the Premises with the "Leasehold Improvements" shown on Exhibit E. At no additional expense to AMTRAK, LESSOR shall also complete the work listed on attached Exhibit G ("LESSOR's Work") by the Commencement Date. All Leasehold Improvements shall be constructed in accordance with all applicable statutes, laws, rules, regulations, ordinances and codes, including without limitation, the Americans with Disabilities Act of 1990, as amended, and the regulations promulgated thereunder and must be constructed in accordance with AMTRAK'S safety, security, operation and engineering procedures, as applicable.

LESSOR shall be responsible to pay or reimburse AMTRAK for AMTRAK's costs related to the moving into the Premises, including, inter alia, the informational technology costs, all as set forth on Exhibit I, and in an amount not to exceed the amount stated on Exhibit I. Such reimbursement shall be due upon delivery of an invoice by AMTRAK to LESSOR stating the actual amounts spent and shall be paid no later than 45 days after the date of delivery of the invoice to RCRRA.

8. SIGNS.

AMTRAK may erect, place, replace, maintain and repair AMTRAK'S business signs in the Premises, providing such signs shall comply with all applicable laws, ordinances rules or regulations of any governmental agency that has jurisdiction over such matters. AMTRAK may place signage on the outside of the Premises at the locations, in the size and with the materials shown on or specified by the sign plan of Union Depot shown on Exhibit H and as modified from time to time by LESSOR ("Sign Plan"). LESSOR intends to develop a monument sign for the exterior of the Union Depot and directional signage within Union Depot and will include signage respecting AMTRAK and the Premises as agreed to by AMTRAK. LESSOR intends to develop a digital signage system for Union Depot and will enable AMTRAK to include its data and use the system in accordance with procedures and policies developed by LESSOR. LESSOR agrees to comply with the rules and requirements of AMTRAK in its usage of information of AMTRAK to be displayed by LESSOR on its digital signage system. Consistent with the sign plan shown on Exhibit H and subject to LESSOR's consent, which shall not be unreasonably withheld, delayed or conditioned, AMTRAK may erect, place, replace and maintain and repair all signs needed for security, passenger information display system ("PIDS") or ADA compliance. LESSOR acknowledges that ADA compliance for PIDS includes an audio component that LESSOR agrees to install in compliance with all ADA requirements.

9. MAINTENANCE, REPAIR AND SERVICES.

a. LESSOR's Maintenance and Repair of Union Depot. Except as otherwise specifically provided herein, LESSOR, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of Union Depot, including the maintenance, repair, replacement and alteration of the interior and exterior of Union Depot and all fixtures, equipment, components and systems that are a part of Union Depot, including structural and roof repairs and maintenance and exterior landscaping, paving and maintenance. AMTRAK shall, however, pay all the costs and expenses necessary to maintain, repair and replace all utility lines exclusively serving the Premises and all data and telecommunications line exclusively serving the Premises, and as provided below in Subsection 9.c.

b. LESSOR'S Taxes. LESSOR shall pay all costs, expenses, fees, taxes and sums related to its ownership, operation and maintenance of the Union Depot before delinquency.

c. Services to be furnished by LESSOR. LESSOR shall provide the services described as follows: the cost thereof to be paid by LESSOR and AMTRAK as provided elsewhere in this Lease, or as expressly set forth below if so stated below:

i. Heating, ventilation and air conditioning ("HVAC") for the Union Depot, including the Premises, (and subject to AMTRAK's payment obligations as provided herein) during all hours of scheduled AMTRAK passenger train (and bus) operations, to maintain temperatures in the interior portions of the Union Depot (exclusive of the Train Tower) at commercially reasonable levels, provided that in no event shall LESSOR maintain heating settings below 68 degrees DB or air conditioning settings above 72 degrees DB. 50 % relative humidity, as appropriate depending on the outside weather conditions. At the commencement of this Lease AMTRAK shall provide to the LESSOR a written schedule of AMTRAK's then current passenger train and bus operations. Throughout the Term, AMTRAK will endeavor to keep a current written schedule of AMTRAK's passenger train and bus operations at the Union Depot and shall keep the schedule available for LESSOR's review upon LESSOR's request. AMTRAK will endeavor to notify LESSOR at least seven (7) days in advance of any planned modification of the schedule, except where the modification is not established by AMTRAK until fewer days before the changes takes place. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems of Union Depot as quickly as possible, with due diligence, and with the minimum interference with AMTRAK's Use of the Premises, provided that AMTRAK shall pay the costs thereof with respect to any of the HVAC located within the Premises.

ii. Janitorial services to the Property. The cost of janitorial services to the Premises shall be paid for by AMTRAK as Rent and shall be due and payable at the same time and place and in the same manner as AMTRAK's Proportionate Share of Operating Expenses and the Train Tower Charge.

LESSOR shall provide janitorial services to the Premises in accordance with the specifications set forth in Exhibit J.

iii. Hot and cold water sufficient for drinking, lavatory, and toilet and ordinary cleaning purposes to be drawn from approved fixtures in the Premises (if any) or Common Areas.

iv. Electricity to the Premises, the Common Areas of Union Depot, the Train Tower and the Passenger Platform in quantities necessary for AMTRAK's purposes and use permitted hereunder and lighting of uniform illumination of an intensity equal to no less than 50 foot-candles.

v. At the expense of AMTRAK, replacement of lighting tubes, lamp ballasts, starters and bulbs in the Premises. This expense is not subject the Rent Limit, nor an expense included in the calculation of amounts and expenses to establish amounts due from AMTRAK to LESSOR which are subject to the Rent Limit.

vi. Extermination and pest control throughout Union Depot (as an Operating Expense) as often as may be deemed necessary in the exercise of prudent management practices. To the greatest extent possible, such work shall be performed at times other than when AMTRAK passenger train and bus operations are scheduled to be at Union Depot.

vii. Maintenance, cleaning and upkeep of Common Areas in a first-class manner. Such maintenance shall include without limitation cleaning, HVAC, illumination, repairs, replacements, lawn care and landscaping.

viii. A building manager or engineer capable of responding to AMTRAK's requests for service within two (2) hours during all times when AMTRAK's passenger train or bus operations are scheduled.

ix. Security which shall include at a minimum a police or security guard patrol of the Property, including the interior and exterior of the Union Depot, (including the parking lots and the Train Deck) at least twice daily. Any security guards must have obtained any and all applicable governmental licenses and permits.

e. Common Area Utilities. LESSOR shall cause utilities in the Common Areas, to be supplied sufficiently for the operation of a first-class commercial facility, including provision of such utilities to the Premises at levels and in amounts sufficient for AMTRAK's use and occupancy of the Premises as provided herein.

f. Trade Fixtures. AMTRAK shall, at its sole expense, be responsible for the maintenance and repair of any trade fixtures, equipment or other personal property of AMTRAK located on or within the Premises or elsewhere at the Property, or used in connection with AMTRAK's passenger services or business operations, and the charges for any services for AMTRAK's sole use and benefit arranged for by AMTRAK separately from the services provided, or to be provided by, LESSOR under this Lease. AMTRAK agrees and acknowledges that the baggage carrousel and the counter installed by LESSOR in the Premises are the property of LESSOR, and at AMTRAK's expense shall be maintained, repaired and replaced by LESSOR, as needed by AMTRAK, and shall remain in the Premises upon termination of this Lease.

g. Terminal Tracks. LESSOR shall maintain and repair the railroad track located at the Property and commonly referred to as the "Terminal Tracks" in accordance with this Lease and the Operating Agreement.

h. Interruption of Services. Notwithstanding anything to the contrary in this Lease, if LESSOR fails in any of its obligations under this Section 9, and such failure impairs or interferes with AMTRAK's Use of the Premises, the Kellogg Building, Train Tower, Passenger Platform, or the Common Areas, continues for more than three (3) consecutive days after notice from AMTRAK of such failure and a reasonable opportunity for LESSOR to remedy the failure in good faith using due diligence, AMTRAK, in its sole option, may, but shall not be required to, and upon reasonable notice to LESSOR, provide any such maintenance, repairs and services or arrange for the provision of such. In the event AMTRAK provides any such maintenance, repairs or service, LESSOR shall reimburse AMTRAK for the cost and expense of such maintenance, repairs and services within forty-five (45) days of notice from AMTRAK for such payment. Upon request by LESSOR, AMTRAK shall supply LESSOR with verification of all costs.

10. ALTERATIONS AND IMPROVEMENTS.

AMTRAK shall have the right to make alterations and improvements to the Premises subject to the following terms and conditions:

a. No alterations or improvements made by or on behalf of AMTRAK shall in any way impair the structural stability of the Premises or Union Depot or adversely affect any of the electrical, HVAC, plumbing or other component or system of Union Depot, and shall be in accordance with all laws, rules, regulations, statutes, ordinances and orders of any governmental agency with jurisdiction which are applicable to AMTRAK. If the work is undertaken by AMTRAK, AMTRAK shall be solely responsible for, and shall, obtain all permits, licenses and governmental approvals required or necessary for any such alteration or improvement, and shall be undertaken only by contractors approved by LESSOR and the work thereof shall be coordinated with, and, if determined by LESSOR, directed by LESSOR'S property manager for Union Depot, at AMTRAK's expense.

b. AMTRAK shall request LESSOR's approval prior to making any alterations or improvements and all alterations or improvements must be approved in writing by LESSOR. LESSOR's approval shall not be unreasonably withheld, conditioned or delayed.

c. AMTRAK shall keep the Premises and every part of Union Depot free and clear of any mechanic's lien or materialmen's liens arising out of the construction of any such alterations or improvements and further agrees to hold LESSOR harmless from any liability or liens therefor.

d. All alterations and improvements that are permanently affixed to Union Depot shall become the property of the LESSOR and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

e. AMTRAK's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of AMTRAK and may be removed by AMTRAK at any time during the Term or upon the expiration or sooner termination of this Lease. AMTRAK shall repair any damage to the Premises or Union Depot caused by AMTRAK's removal of its personal property, trade fixtures, or equipment.

f. AMTRAK may elect to have the alterations or improvements completed by LESSOR and shall reimburse LESSOR the costs thereof within forty-five (45) days of invoice.

g. AMTRAK may without limiting the obligations of LESSOR herein, make improvements to the Premises or adjacent areas for security purposes, to include the right to install security cameras and intrusion detection systems; provided, however, that AMTRAK shall not make any such improvements to or install any such equipment in any area not within the Premises without

the written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned. If AMTRAK chooses to make such improvements, AMTRAK may, with the written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned, enter in, on, over, through and upon the property to obtain access to make such improvements, subject to the reasonable rules and requirements of LESSOR and without damaging or impairing the property. LESSOR shall not be entitled to further compensation. To the extent that LESSOR has or will have security cameras or intrusion detection systems installed, LESSOR agrees, without further compensation, that AMTRAK shall have the right to access information, recordings, feeds and video from such security systems and AMTRAK may share such information with federal, state or local law enforcement agencies for security purposes.

11. INSURANCE AND INDEMNIFICATION.

a. Except for losses, damages or injury that occur within the area described in Exhibit "A" of the Operating Agreement, AMTRAK shall indemnify, defend, and hold harmless LESSOR from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the sole and direct negligence or willful misconduct of AMTRAK, its employees or agents, in connection with this Lease, AMTRAK's failure to comply with any of its obligations contained in this Lease, or arising out of AMTRAK's use of the Premises, except for any loss or damage or portion of loss or damage that is caused by the sole and direct negligence or willful misconduct of LESSOR.

b. AMTRAK shall cover its indemnity obligations hereto under its corporate-wide self-insurance program.

c. AMTRAK shall cause all its subcontractors who perform work at Union Depot to add LESSOR and AMTRAK as additional insured's on the subcontractors' general and auto liability insurance policies.

d. Except for losses, damages or injury that occurs within the area described in Exhibit "A" of the Operating Agreement, LESSOR shall indemnify, defend and hold harmless AMTRAK, its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including without limitation, costs and fees of litigation) due to bodily injury, including death, to any person, or loss or damage (including loss of use) to any property, caused by the

sole and direct negligence, or willful misconduct of LESSOR its officers, officials, employees or agents in connection with this Lease, or Lessor's failure to comply with any of its obligations contained in this Lease, or arising out of its ownership of Union Depot, except for any loss or damage or portion of loss or damage that is caused by the sole and direct negligence or willful misconduct of AMTRAK.

e. LESSOR shall procure and maintain throughout the Term of this Lease property insurance on Union Depot in such commercially reasonable amounts as determined by LESSOR.

f. LESSOR and AMTRAK hereby waive and release the other from all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any personal injuries or property loss or damage that may occur to the Premises or Union Depot or any property of such party by reason of fire, the elements or any other cause which; (a) is covered by the injured party's insurance or self-insurance program; or (b) would have been covered by the insurance the injured party is required to carry under this Lease, regardless of cause or origin, including the negligence of the other party hereto, its officers, officials, employees, or agents, and covenants that each policy of insurance it shall obtain as required by this Lease or insurance program of self-funded insurance shall permit such releases of liability and include a waiver of subrogation clause as to LESSOR and AMTRAK.

g. Causes of action arising from loss, damage or injury that occur within the area described in Exhibit "A" of the Operating Agreement shall be governed by the Operating Agreement.

12. DAMAGE OR DESTRUCTION.

In the event of destruction, or substantial damage, to the Premises or Union Depot during the Term of this Lease which renders the Premises or Union Depot unusable to AMTRAK in AMTRAK's sole discretion, LESSOR shall have the option of:

a. Within one (1) year after such damage or destruction, replacing or rebuilding the damaged property in such manner and according to such plans and specifications which would restore the damaged property, to substantially the same condition as immediately before its destruction or substantial damage, in which event LESSOR shall provide to AMTRAK suitable temporary facilities while such replacement or rebuilding is ongoing; or

b. Declining to replace or rebuild, in which event AMTRAK shall have the option of terminating this Lease by written notice to LESSOR.

LESSOR shall notify AMTRAK within ninety (90) days after such damages or destruction of LESSOR's decision to replace or rebuild restore or declining to replace rebuild. During the one (1) year repair or replacement period identified in Subsection 12.a. above, AMTRAK shall have no obligation to: (1) pay any costs or expenses associated with Union Depot, including the Premises, required under this Lease; or (2) provide any services to the Premises required under this Lease.

Upon termination of the Lease under this Section, LESSOR will provide AMTRAK with alternate space for use as a passenger station with access to the Passenger Platforms and rail track used by AMTRAK.

13. EMINENT DOMAIN.

a. Eminent domain proceedings resulting in the condemnation of part of the Premises that leave the remaining portion usable by AMTRAK for purposes of the business for which the Premises are leased in AMTRAK's sole opinion, will not terminate this Lease. If AMTRAK, in its sole opinion, determines that the remaining portion is not usable by AMTRAK, AMTRAK may terminate this Lease by giving written notice of termination to LESSOR no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should AMTRAK not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Rent and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall be that of LESSOR, except to the extent that part of the award is allocated as damages to fixtures on Union Depot which were furnished by AMTRAK, or relocation expenses for AMTRAK.

b. Upon termination of the Lease under this Section or a taking that prevents AMTRAK from using the Union Depot as a passenger station, LESSOR will provide AMTRAK with alternate space for use as a passenger station with access to the Passenger Platforms and rail track used by AMTRAK.

14. ACCEPTANCE.

AMTRAK hereby acknowledges that when it occupies the Premises it shall be deemed to have received the Premises in good order and condition except as provided in Section 2a

and unless AMTRAK notifies LESSOR of defects or problems with the Premises within one (1) year after the Commencement Date. The LESSOR's Work shall be completed to AMTRAK's reasonable satisfaction at or before the Commencement Date. If AMTRAK notifies LESSOR as aforesaid, including as to any deficiency or defect in the LESSOR's Work, LESSOR shall correct and repair any defects identified by AMTRAK within thirty (30) days after the date of the notice, unless such defect is not capable of being remedied in such period, in which event LESSOR shall commence correction of the defect within the thirty (30) day time period and diligently pursue correction to completion.

15. SUBLEASE AND ASSIGNMENT.

AMTRAK shall not assign or sublet the whole or any part of the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. It shall be reasonable for LESSOR to withhold consent to any sublet or assignment which changes the use of the Premises for uses which conflict with or compete with the services or business of other tenants of Union Depot, except passenger train service, or which are provided at Union Depot for the use and convenience of transportation users, such as newsstands, concessions, coin-operated vending machines, telephones, automated teller/ticketing machines, ATM's, direct telephone line connections for local hotel, restaurants, entertainment, sports and convention centers and car rentals (the "Convenience Uses"). This provision requiring LESSOR's consent shall not apply, and AMTRAK shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with AMTRAK or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

16. DEFAULT BY AMTRAK.

The failure of AMTRAK to perform substantially or keep or observe any of the terms, covenants and conditions which it is obligated to perform, keep or observe under this Lease within thirty (30) days after written notice from LESSOR identifying the specific term, covenant, or condition and requesting AMTRAK to correct or to commence correction for any such deficiency or default, or such longer time period if the correction cannot be completed within said 30 days provided that AMTRAK has commenced such correction, shall constitute an "Event of Default" by AMTRAK.

17. RIGHTS OF LESSOR AFTER DEFAULT BY AMTRAK.

a. If an Event of Default by AMTRAK occurs, as provided in Section 16, LESSOR shall have the right (unless otherwise specified in the termination notice), in addition to any rights of the LESSOR at law or in equity, and after written notice to AMTRAK, to terminate this Lease and enter and take possession of the Premises and expel, oust and remove any and all parties who may occupy any portion of the Premises and any and all goods and chattels belonging to AMTRAK, which do not have a lien on them and which may be found in or upon the Premises, all in accordance with all applicable laws and procedures.

b. In case of any termination, re-entry, and/or dispossession by the LESSOR in accordance with lawful proceedings:

(i) Rent shall become due thereupon and be paid up to the time of such reentry, dispossession and/or expiration; and/or

(ii) LESSOR may relet the Premises or any part or parts thereof, either in the name of LESSOR or otherwise, for a term or terms which may at LESSOR's option be less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease.

18. LESSOR'S DEFAULT.

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than thirty (30) days after written notice from AMTRAK identifying such failure, or such longer time period if such failure cannot reasonably be corrected within such time period provided that LESSOR has commenced such correct such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, AMTRAK, at its sole option and discretion, may: (1) perform such covenant or obligation on behalf of LESSOR in which event the LESSOR shall reimburse AMTRAK all costs and expenses associated with AMTRAK's performance (including attorney's fees) within twenty (20) days after AMTRAK presents an invoice to LESSOR for such performance; (2) terminate this Lease; or (3) pursue any and all rights and remedies available at law or in equity.

19. QUIET ENJOYMENT.

If and so long as AMTRAK shall keep all the covenants and agreements required by it to be kept under this Lease, LESSOR covenants and agrees that it and anyone claiming by through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by AMTRAK.

20. RIGHT OF ENTRY UPON PREMISES.

LESSOR and its agents and employees shall have the right to enter upon the Premises in an emergency, and otherwise if accompanied by an AMTRAK employee, to inspect the same to determine if AMTRAK is performing the covenants of this Lease, on its part to be performed, to post such reasonable notices as LESSOR may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Lease.

21. TAXES.

Pursuant to 49 U.S.C. §24301(l), AMTRAK is exempt from all state and local taxes, surcharges, or fees.

22. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES.

AMTRAK agrees to conform to and not violate any applicable laws, ordinances, rules, regulations, and requirements of federal authorities now existing or hereinafter created affecting AMTRAK's use and occupancy of the Premises and use of any of Union Depot and which are applicable to AMTRAK and which are not the sole responsibility of LESSOR. In no event shall AMTRAK be required to make physical changes in the Premises unless the physical changes are necessitated by AMTRAK's acts or omissions. LESSOR agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments there of now existing or hereinafter created regarding LESSOR's ownership and maintenance of Union Depot, including the Americans with Disabilities Act. Nothing in this Lease shall be interpreted as making AMTRAK a responsible party for purposes of accessibility requirements under the Americans with Disabilities Act.

LESSOR warrants that the Premises, Union Depot and the Leasehold Improvements and the LESSOR's work comply with the ADA. Upon request from any governmental authority including but not limited to the Federal Railroad Administration (or similar successor agency)

("FRA"), LESSOR shall provide an accessibility plan, (including any proposed ADA related scope of work, schedule and source(s) or proposed source(s) of funding for bringing the Station into ADA compliance ("Accessibility Plan"). To the extent this Lease requires approval by the FRA under 49 CFR 37.42(d), LESSOR shall provide FRA with a boarding plan for Union Depot.

23. CONDITION OF PREMISES UPON SURRENDER.

When AMTRAK vacates the Premises at the expiration of the Term or earlier termination of this Lease, whichever occurs first, AMTRAK shall leave the Premises in the same condition as when AMTRAK received possession, ordinary wear and tear, damage by fire or other casualty, or condemnation excepted, and as may be altered, modified or improved in accordance with the terms of this Lease.

24. NON-WAIVER.

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

25. PARTNERSHIP DISCLAIMER.

It is mutually understood and agreed that nothing in this Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting AMTRAK as an agent or representative of LESSOR for any purpose or in any manner whatsoever.

26. PARTIES BOUND.

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns.

27. NOTICES.

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or

sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

AMTRAK:
AMTRAK
30th Street Station, 5th Floor South
Philadelphia, PA 19104
Attn: Assistant Vice President Real Estate Development

LESSOR:
RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY
214 4th Street East, Suite 200
Saint Paul, MN 55101
Attn: Director

With a copy to:

Jones Lang LaSalle Americas, Inc.
Union Depot
214 4th Street East, Suite 300
Saint Paul, MN 55101
Attn: General Manager

Notice mailed in accordance with the provisions hereof shall be deemed to have been given as to the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

28. LEGAL CONSTRUCTION.

In the event any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

29. TIME OF ESSENCE, BINDING EFFECT.

Time is of the essence of each and all the terms and provisions of this Lease and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the, administrators, successors and assigns of the respective parties hereto.

30. NUMBER AND GENDER.

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

31. ENTIRE AGREEMENT.

This Lease, including the Exhibits, and the Operating Agreement contains the sole and only agreement of the parties with respect to the subject matter of this Lease and any prior agreements, promises, negotiations or representations with respect to the subject matter of this Lease not expressly set forth in this Lease or the Operating Agreement are of no force or effect.

32. LANGUAGE CONSTRUCTION.

The language of each and all paragraphs, terms, and/or provisions of this Lease shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identify or status of any person or persons who drafted all or any portion of this Lease.

33. HOLDING OVER.

If AMTRAK shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this Section 33 shall be construed to give AMTRAK any rights to so hold over and to continue in possession of the Premises without the consent of LESSOR.

34. AMENDMENT.

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

35. AUDIT RIGHTS

a. AMTRAK, its Office of Inspector General or the Federal Railroad Administration, their respective agents, designees and accountants shall have the right at any time or from time to time for up to six (6) years after this Lease is terminated and final payments of all sums due hereunder are made, and after advance notice to LESSOR, to make any examination, inspection or audit of LESSOR's books and records which relate in any way to the Premises, this Lease, or to any payments of any sums of money due or paid pursuant to this Lease or the Premises. If it is determined that any amount AMTRAK paid to LESSOR as Rent or any other amount due from AMTRAK to LESSOR pursuant to this Lease have, in error, been underpaid or overpaid, then (1) the party that has been underpaid shall be reimbursed the amount of such underpayment by the other party; or 2) the party that has been overpaid shall refund the amount of such overpayment to the other party.

Nothing in this Lease shall be construed to limit the rights, obligations, authority, or responsibilities of AMTRAK's Office of the Inspector General pursuant to the Inspector General Act of 1978, as amended, including the right to seek information by subpoena. Lessor agrees to cooperate with all audit activities.

b. To the extent applicable to AMTRAK, until the expiration of six (6) years after the termination of this Lease, upon written request, AMTRAK shall make available to Lessor or the State Auditor a copy of this Lease and the books, documents, records and accounting procedures and practices of AMTRAK relating to AMTRAK's obligation to LESSOR under this Lease.

36. FORCE MAJEURE.

Whenever a period of time is herein provided for either party to do or perform any act or thing, that party shall not be liable or responsible for any delays, and applicable periods for performance shall be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations (each being a "Force Majeure Event"). If a Force Majeure Event interferes with AMTRAK's usage of the Premises or the Platforms and tracks, Rent shall be abated accordingly.

37. MEMORANDUM OF LEASE.

Upon request by AMTRAK, LESSOR shall execute and deliver a Memorandum of lease in recordable form setting forth the existence of this Lease and the Term, (including option to

extend the Term, ("Memorandum") and AMTRAK may elect to record the Memorandum in the real estate records of Ramsey County, Minnesota.

38. VENUE.

In relation to the obligations of the parties as it relates to the, this Lease shall be interpreted and construed according to the laws of the State of Minnesota and litigation shall be venued in the appropriate federal court in Minnesota.

39. DATA PRACTICES.

If applicable to AMTRAK, data collected, created, received, maintained or disseminated for any purpose in the course of AMTRAK's performance of its obligations to LESSOR under this Lease are governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 ("Statute"). LESSOR shall provide AMTRAK with a copy of the Statute and any revision or regulations applying thereto. If AMTRAK is subject to the Statute with respect to this Lease, AMTRAK shall then take all reasonable measures to secure the computers or any other storage devices in which any LESSOR data, if any, is contained or which are used to access LESSOR data for Union Depot.

40. PREVAILING WAGE.

If AMTRAK uses local subcontractors to perform alterations or improvements to the Premises by AMTRAK as provided in Section 10: all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction. For purposes of this Lease, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes § 177.42. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1 120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or

criminal penalties.

41. RESPECTFUL WORKPLACE AND VIOLENCE PREVENTION.

If AMTRAK uses local subcontractors to perform alterations or improvements to the Premises: AMTRAK shall make all reasonable efforts to ensure that the AMTRAK's local subcontractors do not engage in violence while performing AMTRAK's obligations under this Lease. Violence, as defined in the Ramsey County Respectful Workplace and Violence Prevention Policy, means words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or injury.

42. ACCEPTANCE OF PAYMENT.

No payment by AMTRAK or receipt by LESSOR of a lesser amount than the amount then due under this Lease shall be deemed to be other than on account of the earliest portion thereof due, nor shall any endorsement or statement on any check be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance due or pursue any other remedy provided in this Lease.

43. CONFLICTS.

If there is any conflict between the terms of the Operating Agreement and this Lease, the terms of the Operating Agreement shall apply in matters relating to or within the area described in Exhibit "A" of the Operating Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

LESSOR	AMTRAK
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	NATIONAL RAILROAD PASSENGER CORPORATION
By: _____	By: _____
Jim McDonough, Chair	Bruce Looloian Assistant Vice President Real Estate Development
Date: _____	Date: _____

Approval Recommended:

_____

Timothy A. Mayasich, Director

Date: _____

Approved as to form and insurance:

By: _____

Assistant Ramsey County Attorney

Exhibit A - Site Plan

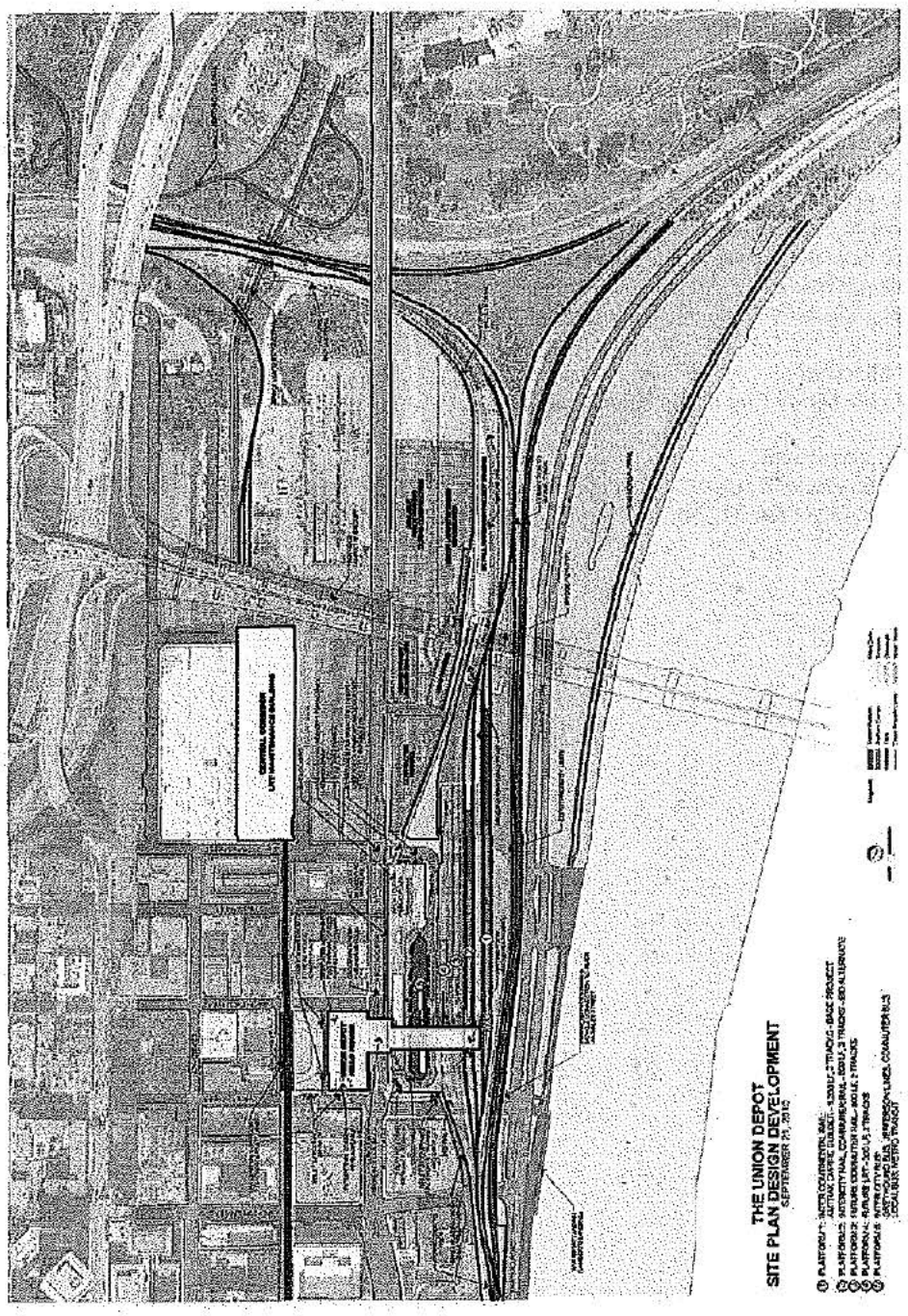


Exhibit B - Legal Description of Union Depot

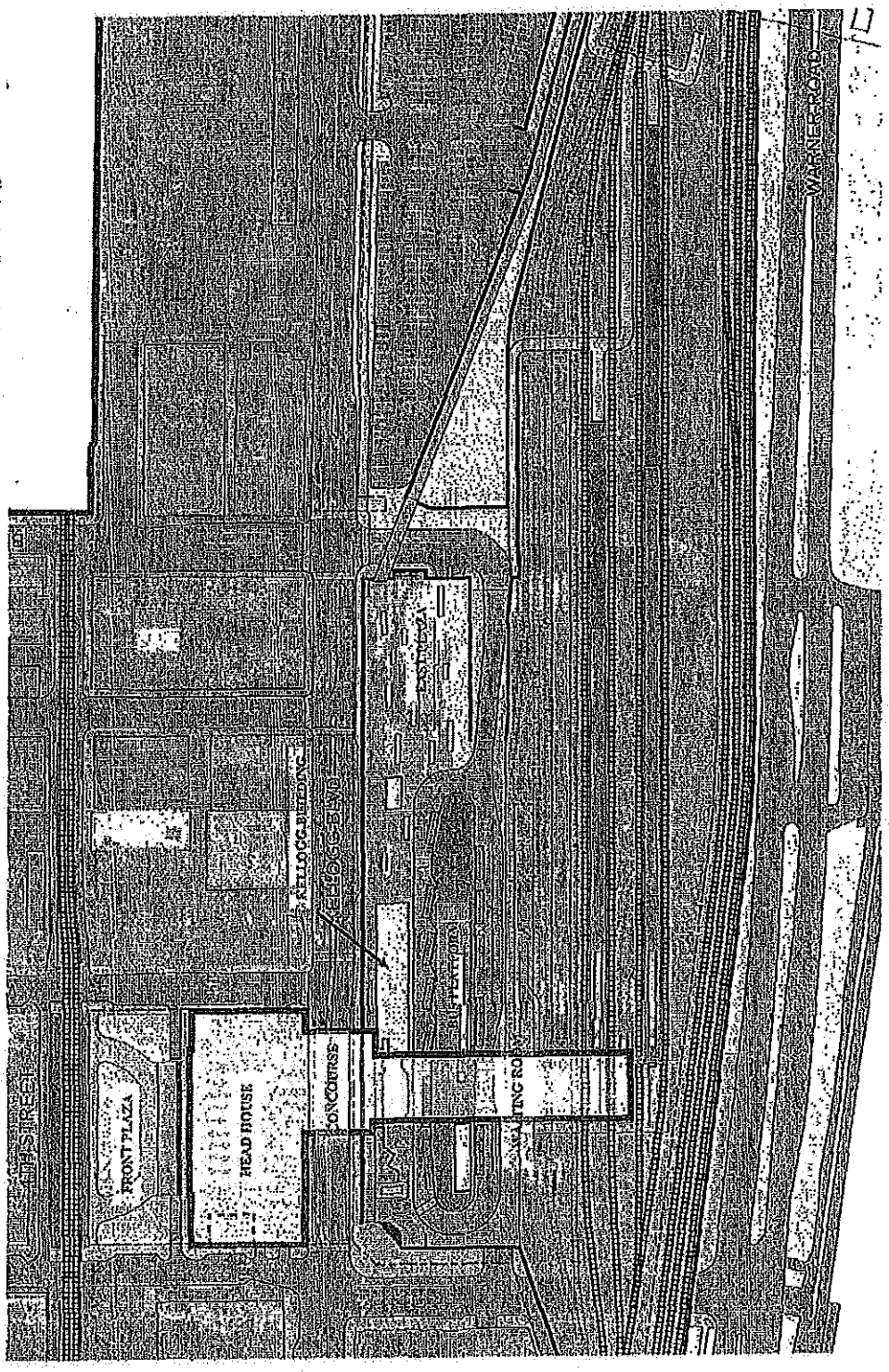
Lots 1, 2, 3, 4, 6, 7, 8, 10, 11, 13, 15, 17, 18, 19, 20, 22 and 25, Block 1, St. Paul Union Depot, according to the recorded plat thereof, Ramsey County, Minnesota.

Part of the above being registered land as evidenced by Certificate of Title No. 566973
NOTE: The Torrens portion being more particularly described as follows: That part of Lot 1, Block 1, St. Paul Union Depot, overlying the following described property: All that part of Lot 3, Block 28, St. Paul Proper, included within the following boundaries, to-wit: Commencing at a point on the Northwesterly line of Lot 3 100.37 feet Southwesterly from the Northeasterly corner of Lot 1, Block 28, St. Paul Proper; thence Southeasterly a distance of 100.26 feet to a point on the Northwesterly line of the alley shown in red upon a map or plat in the office of the Register of Deeds of Ramsey County, Minnesota, in "N" of Plans page 2, (which point is 100.90 feet Southwesterly from the Northeasterly line of said Lot 1, Block 28,) thence Southwesterly to a point in the Westerly line of said Lot 3 100.35 feet Southeasterly from the Northwesterly corner of said Lot 3; thence Northwesterly along the Westerly line of said Lot 3 to the Northwesterly corner thereof; thence Northeasterly along the Northwesterly line of said Lot 3 to point of beginning.

"Fit Parcel"
Lot 9, Block 1, St. Paul Union Depot

"Leone Parcel"
Lots 16 and 21, Block 1, St. Paul Union Depot, Ramsey County, Minnesota, together with rights in declaration filed December 31, 2007 as Document Number 4072565.

Exhibit C - Plan of Property showing Union Depot



RCRRA 182810v7
141551v20

41

Exhibit D.1. - Premises: Union Depot - VIP Lounge

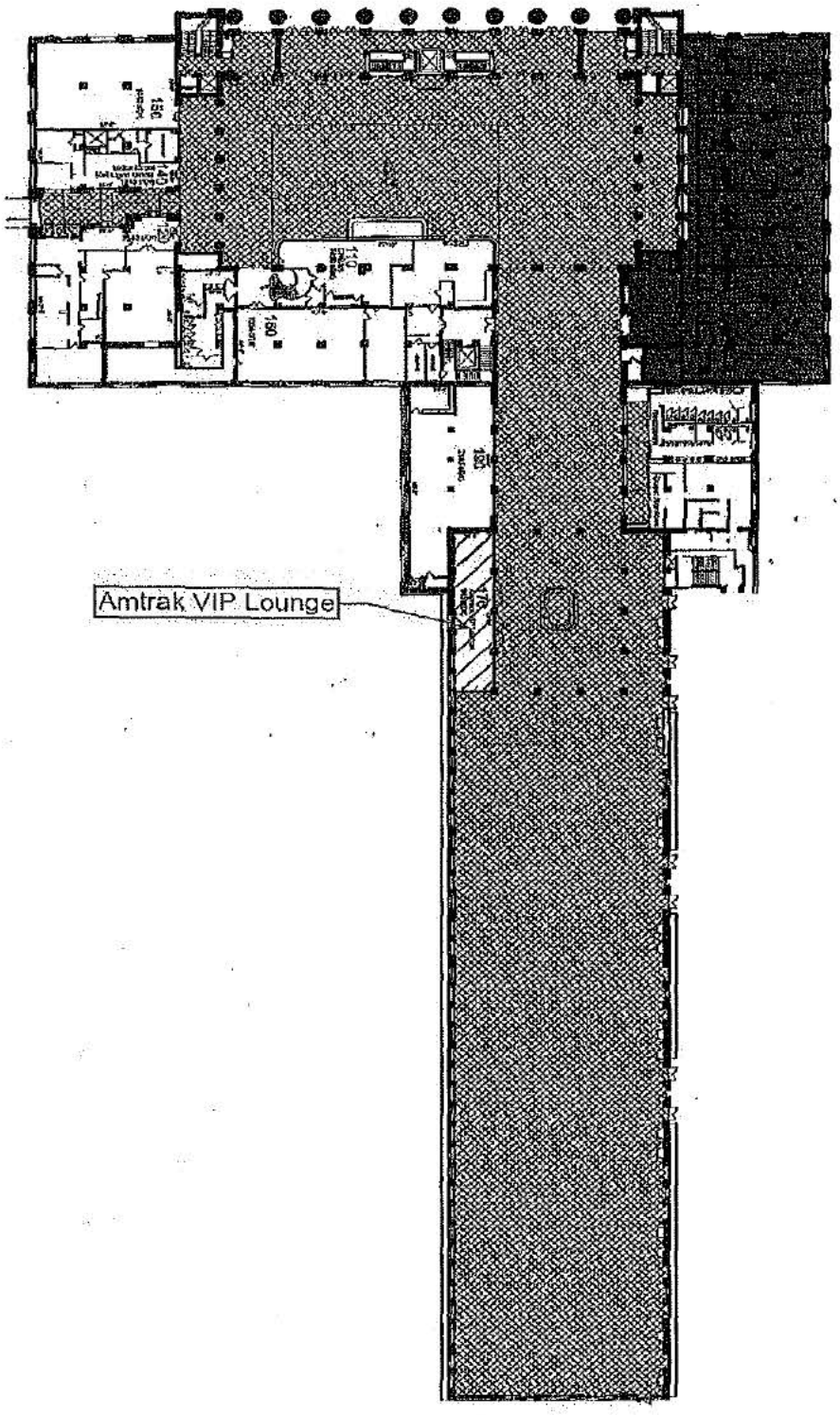


Exhibit D.2. - Premises: Kellogg Entry - Ticket and Baggage Area

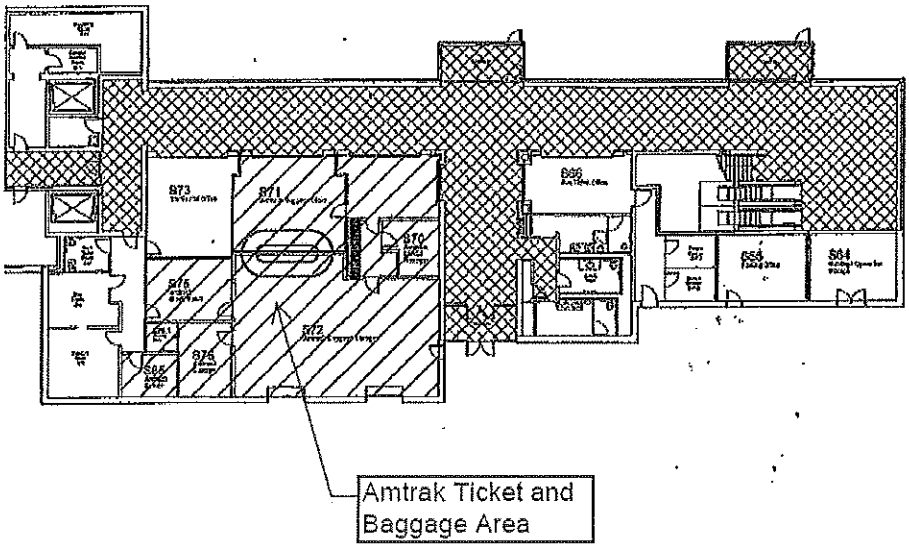
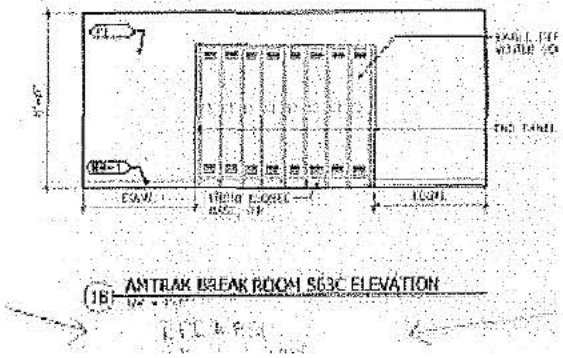
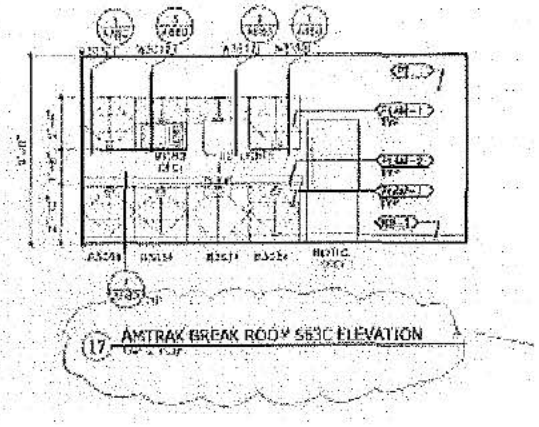


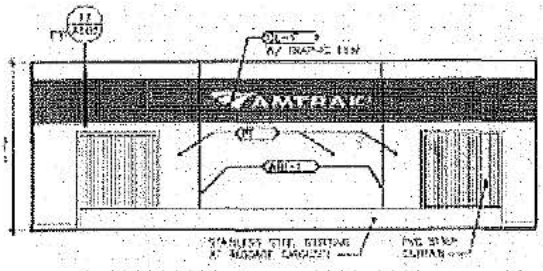
Exhibit E - Leasehold improvements



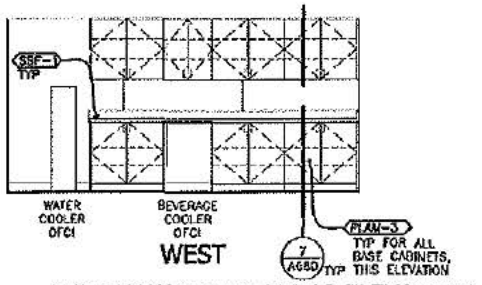
18 AMTRAK BREAK ROOM S63C ELEVATION



17 AMTRAK BREAK ROOM S63C ELEVATION



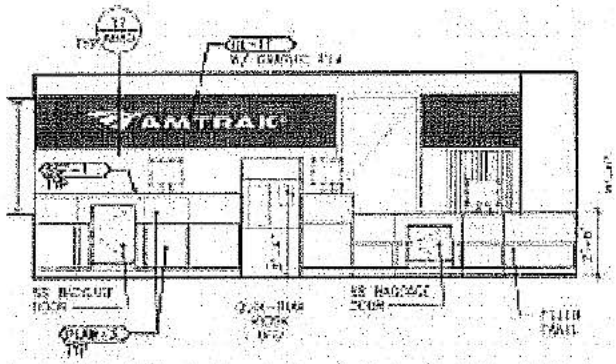
10 AMTRAK BAGGAGE CLAIM S71 ELEVATION



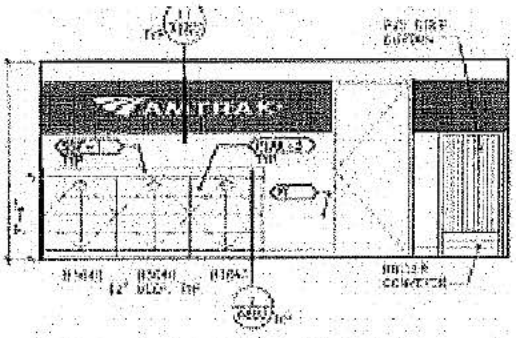
7 AMTRAK WAITING 103.09 ELEVATION
1/4" = 1'-0"

44

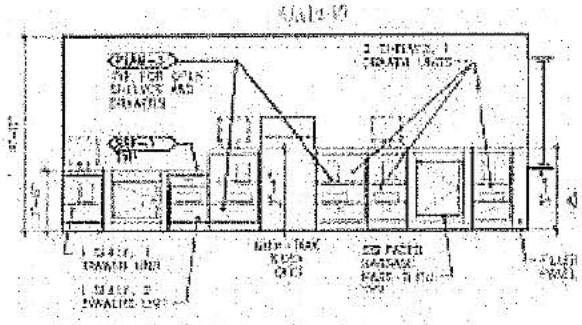
Exhibit E - Leasehold improvements (continued)



9 AMTRAK TICKET OFFICE S68 ELEVATION



12 AMTRAK TICKET OFFICE S63 ELEVATION



15 AMTRAK TICKET OFFICE S68 ELEVATION

Exhibit F - Declaration of Commencement

Form of Ratification

THIS RATIFICATION AGREEMENT ("Agreement") is made and entered into as of _____, 201_ by and between Ramsey County Regional Railroad ("Landlord"), and National Railroad Passenger Corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into a lease dated _____, 201_ ("Lease") for certain premises located at Suite ___, Union Depot, 214 4th Street East, St. Paul, Minnesota (the "Premises").

B. Landlord and Tenant desire to execute this Agreement to memorialize the final Commencement Date and Termination Date of the Lease and acknowledgment of delivery of the Premises in the condition required by the Lease.

NOW, THEREFORE, Landlord and Tenant state and agree:

1. Tenant acknowledges that on _____, 201_ Landlord delivered the Premises to Tenant in the condition required by the Lease.

2. The final Commencement Date is _____, 201_.

3. The Rent Commencement Date is _____, 201_.

4. The Termination Date of the Term of the Lease (the Initial Term) shall be _____, 203_.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY:	NATIONAL RAILROAD PASSENGER CORPORATION
_____	By_____
Timothy A. Mayasich, Director	_____

Approved as to form:

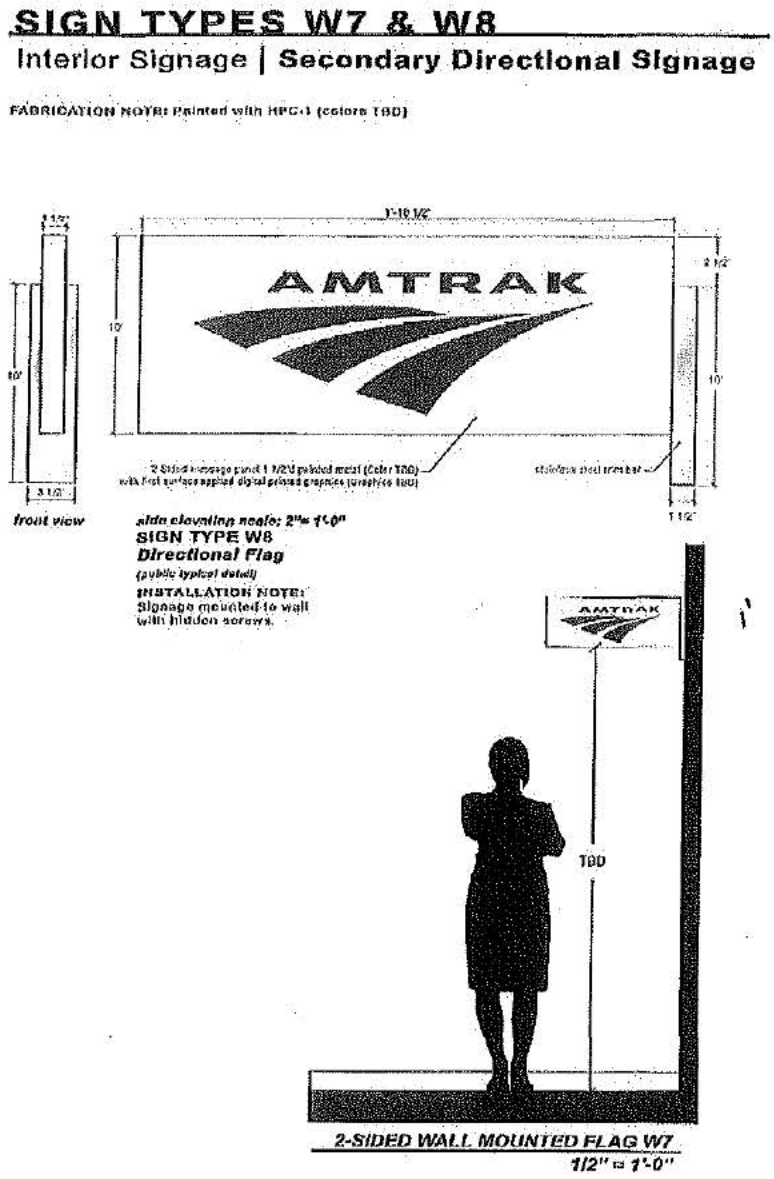
_____
Assistant Ramsey County Attorney

Exhibit G - Lessor's Work

LESSOR shall complete the following work by the Commencement Date:
1) Install Amtrak provided scale in the Premises.
2) Install platform signage per approved shop drawings.

Exhibit H - Sign Plan

Amtrak may place signage on the outside of the Premises in the Kellogg Building consistent with the following sign type W8.



RCRRA 182810v7
141551v20

49

Exhibit I - Reimbursable Costs

LESSOR shall reimburse AMTRAK for the following relocation costs in an amount not to exceed the estimated individual costs stated:

AMTRAK/IT/PIDS Cost	$11,300
Moving Cost	$13,500
Telephone Relocation Cost	$3,500
Total Reimbursable NTE	$28,300

Exhibit J - Janitorial Specifications ***(Excludes baggage handling and storage rooms*)***

TICKET AND OFFICE AREAS:

• Empty and wipe all trash receptacles	5 X/ Week
• Spot clean partition glass	5 X/ Week
• Inspect all areas and remove large debris	5 X/ Week
• Sweep and vacuum hard surface floors	5 X/ week
• Spot clean doors and walls, removing fingerprints and smudges	5 X/ Week
• Arrange furniture neatly, turn off lights, close door	5 X/ Week
• Empty recycling bins from designated office areas and transport to a designated central holding area	5 X/ Week

CUSTOMER AREAS:

• Spot clean entrance doors and glass removing fingerprints	7 X/ week
• Remove trash and clean out ash urns. Spot wipe as needed	7 X/ week
• Spot swipe/mop entry thresholds	7 X/ week
• Dust all door frames and ledges	7 X/ week
• Damp mop or entire hard surface area	7 X/ week
• Dust all directories, high and low surfaces/corners	7 X/ week
• Sweep and vacuum hard surface floors	7 X/ week
• Scrub thresholds	Weekly

BREAK ROOM:

• Empty and wipe all trash receptacles	7 X/ week
• Spot clean partition glass entries	7 X/ week
• Inspect all areas and remove large debris	7 X/ week
• Spot clean floors due to spillage and/or trackage	7 X/ week
• Spot clean doors and walls, removing fingerprints and smudges	7 X/ week

*Excludes rooms S72 and S76.

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36332

NATIONAL RAILROAD PASSENGER CORPORATION —
PETITION FOR PROCEEDING UNDER 49 U.S.C. § 24903(c)(2)

REPLY OF COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY AND NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION

VOLUME II OF II

VERIFIED STATEMENTS AND SUPPORTING MATERIALS

Thomas J. Litwiler
Robert A. Wimbish
Thomas J. Healey
Bradon J. Smith
Fletcher & Sippel LLC
29 North Wacker Drive
Suite 800
Chicago, Illinois 60606-3208
(312) 252-1500

**ATTORNEYS FOR
COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY
AND NORTHEAST ILLINOIS REGIONAL
COMMUTER RAILROAD CORPORATION**

Dated: June 24, 2020

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36332

NATIONAL RAILROAD PASSENGER CORPORATION —
PETITION FOR PROCEEDING UNDER 49 U.S.C. § 24903(c)(2)

REPLY VERIFIED STATEMENT

OF

THOMAS D. CROWLEY
PRESIDENT

AND

ROBERT D. MULHOLLAND
SENIOR VICE PRESIDENT

L. E. PEABODY & ASSOCIATES, INC.

ON BEHALF OF

THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY AND NORTHEAST ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION (METRA)

Date: June 24, 2020

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EXHIBITS

Exhibit No. [1]	Exhibit Description
	(2)
3R	Restated SOM Allocation (Revised Opening Exhibit No. 3)
4R	Index of Reply Workpapers of Thomas Crowley and Robert Mulholland (Revised Opening Exhibit No. 4)
6	Impact of Amtrak's Headhouse Basement and Great Hall Square Footage Allocation Adjustments
7	Flaws in Amtrak's Capital Recovery Analysis

[1] Exhibits Nos. 1 through 5 are included with our Opening Verified Statement in this proceeding filed on May 20, 2020. Exhibit No. 3 and Exhibit No. 4 from our Opening Verified Statement have been revised.

I. INTRODUCTION

We are Thomas D. Crowley and Robert D. Mulholland, respectively, President and a Senior Vice President of L. E. Peabody & Associates, Inc. We are the same Thomas D. Crowley and Robert D. Mulholland who filed a Verified Statement ("Opening VS") on behalf of the Commuter Rail Division of the Regional Transportation Authority and Northeast Illinois Regional Commuter Railroad Corporation ("Metra") on May 20, 2020 in this proceeding. Our credentials were included as Exhibit No. 1 and Exhibit No. 2 to our May 20, 2020 Opening VS.

Metra asked us to evaluate portions of Amtrak's calculation and allocation of Chicago Union Station ("CUS") Station Operations and Maintenance ("SOM") expenses included in its May 20, 2020 Opening Statement, including Amtrak's allocation of [redacted] in 2020 SOM expenses to Metra.[2] We were also asked to evaluate Amtrak's: (1) proposed index to apply to four (4) categories of CUS expenses (SOM, maintenance of way ("MOW"), dispatching, and policing) on a going-forward basis; and (2) quantification and proposed allocation to Metra of [redacted] for Tier 1 (baseline) capital investment and [redacted] Tier 2 capital investment.[3]

Our findings are included in the remainder of this Reply Verified Statement ("Reply VS") under the following sections.

II. Summary of Findings
III. SOM Expenses
IV. CUS Expense Index
V. Capital Investment

[2] See Amtrak Opening Statement, 3.
[3] *Id.*

II. SUMMARY OF FINDINGS

We evaluated Amtrak's Opening Statement, including supporting Verified Statements and related workpapers. We found that Amtrak vastly overstates the amount of CUS SOM expenses for which Metra should be responsible. The principal cause of the overstatement is Amtrak's misstated allocation of square footage to CUS user groups. In addition, Amtrak's allocation relies on an inflated General and Administrative ("G&A") cost additive, and inappropriate cost indexing. We determined that Metra's share of SOM expenses should be $1,820,163 in 2018,[4] $1,855,656 in 2019, and $1,891,841 in 2020.[5]

We also evaluated Amtrak's proposal for indexing CUS expenses. Amtrak advocates application of an index that is wholly inappropriate for its intended use. Specifically, Amtrak seeks application of an Association of American Railroads ("AAR") developed index that measures the input prices paid by Class I freight railroads for union labor, industrial materials and supplies. This index is flatly irrelevant to the professional services and utilities that make up the lion's share of CUS expenses. Moreover, it diverges from Amtrak's internal business practices, which call for the application of the Core PCE Index to the expense items which comprise [redacted] percent of the CUS expenses.

We then evaluated Amtrak's proposal for allocating future capital investment. Amtrak proposes for Metra to cover between [redacted] percent of all capital investment in future time periods, without restricting Amtrak's discretion with respect to how the money is spent, or providing any assurances to Metra regarding the extent to which Metra will benefit from the expenditures. Amtrak's proposal essentially would create a slush fund for Amtrak, and provide no recourse for Metra in the event Amtrak abuses its authority.

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[4] See Exhibit No. 3R to this Reply VS.

[5] See workpaper "Amtrak0008162 Lookup to 8603 - Reply.xlsx" at tab "Sum by Cost Element" range M39:M40.

III. SOM EXPENSES

The parties agree on the general framework that should be used to determine CUS expenses and allocate them to Amtrak and Metra. However, Amtrak seeks a Metra contribution of [redacted] for 2020 SOM expenses[6] based on flawed inputs and assumptions incorporated in its calculations. In this section of our Reply VS, we briefly review the key components of the general framework used to determine and allocate SOM expenses,[7] and identify the specific deficiencies in Amtrak's calculations which lead to its overstatement of Metra's share.

A. TOTAL STATION OPERATIONS AND MAINTENANCE EXPENSES

Amtrak's total CUS SOM expenses are made up of [redacted] line items that are drawn from 2016-2017 Amtrak expense data.[8] Metra accepted those expenses and incorporated them in its development of Metra's share of SOM expenses. Thus, there is no dispute over the SOM expense items that should be included in the total.

1. Adjusted G&A Additive

Amtrak applies a G&A additive to these expenses using an enterprise-wide G&A factor that is both unsupported and inappropriate because Amtrak's CUS SOM expenses are related to activities that are peripheral to Amtrak's core enterprise-wide activities and business focus.

As we discussed in detail in our Opening VS,[9] while the document supporting Amtrak's G&A additive[10] does not identify the source of any of the expense line items used to make the

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6 See Amtrak Opening Statement, 3.
7 A more detailed description of the Amtrak Model supporting its calculation is included in our May 20, 2020 Opening VS.
8 See Amtrak document "Amtrak0008162.xlsx."
9 See Section V.A.1. of our Opening VS.
10 See Amtrak document "Amtrak0008318.xlsx."

calculation, the inputs are contradicted by public financial documents filed by Amtrak, including Amtrak's audited consolidated financial statements ("ACFS").[11]

The vast majority of SOM expenses comprise third-party direct costs, i.e., contracted services. These expense items are unrelated to Amtrak's core function of moving trains over its network, whereas the G&A expense items Amtrak's Model imposes on Metra through this additive are related to items including Amtrak executive compensation, corporate security, union labor relations, government affairs, and information systems.[12] Amtrak's enterprise-wide G&A expenses would not change if Amtrak were to divest itself of CUS.

As explained in our Opening VS, we developed a revised G&A additive reflective of expenses that may be relevant to CUS expenses for "behind the glass door" SOM activities.[13] Based on this determination, we revised Amtrak's [redacted] enterprise-wide G&A additive for 2016 to [redacted] and we revised Amtrak's [redacted]nt enterprise-wide G&A additive for 2017 to [redacted].[14] Our restated G&A additive results in a [redacted] reduction to Amtrak's estimate of 2018 SOM expenses.[15] Nothing in Amtrak's Opening Statement persuades us that the deployment of its preferred G&A additive is justified or appropriate. Indeed, Amtrak has failed to offer any substantiation for the G&A additive it would apply. For these reasons, we continue to rely on our revised G&A additive in Reply.

[11] "Consolidated Financial Statements, National Railroad Passenger Corporation and Subsidiaries (Amtrak) Years Ended September 30, 2017 and 2016." See workpaper "Amtrak-Audited-Consolidated-Financial-Statements-FY2017.pdf."

[12] See Amtrak document "Amtrak0008318.xlsx."

[13] See Opening VS at Table 1.

[14] See workpaper "Amtrak0008318 flagged.xlsx" at tab "G&A_Rate_2016," cell E51 and tab "G&A_Rate_2017," cell E52, respectively.

[15] See Opening VS at Table 2 (Line 9, Column (5)).

2. Index Adjustment

The 2016 and 2017 SOM expenses plus Amtrak's overstated G&A additive are then separately indexed to 2018 using an index that is both inappropriate and different from the index Amtrak argues should be used going forward. In addition, the index Amtrak applied to 2017 SOM expenses is wrong due to an erroneous calculation.

Section IV of this Reply VS addresses the inappropriate inflationary index Amtrak seeks to apply to CUS costs generally. In our Opening VS, we explained why the Core PCE is a more accurate index to apply to SOM costs than either Amtrak's "Composite Inflator" or the AAR's Quarterly Index of Chargeout Prices and Wage Rates (Table C), East, material prices, wage rates and supplements combined (excluding fuel). The combined impact of restating the G&A additive plus applying the correct index results in a [redacted] reduction to Amtrak's estimate of 2018 SOM expenses.[16]

3. Restated Total SOM Expenses

The indexed expenses derived from 2016 and 2017 expense data (plus G&A) are averaged. The resulting average expenses are assumed to be a proxy for 2018 SOM expenses and form the starting point for Amtrak's allocation exercise, with one adjustment. The parties have agreed to reallocate [redacted] in SOM expenses to the Dispatching expense category.[17] As a result, our recalculated 2018 SOM expenses, after applying the G&A and indexing adjustments described above, equal [redacted][18] compared to Amtrak's [redacted].[19] Once again, nothing in Amtrak's Opening Statement supports a departure from the SOM calculation and adjustments presented in our Opening VS.

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[16] See our Opening VS at Table 3 (Line 9, Column (5)).
[17] See Amtrak document "Amtrak0005283.xlsx" at tab "Station Cost Allocation" cell R28.
[18] $12,368,472 - $152,613 = $12,215,859. See workpaper "Amtrak0008162 Lookup to 8603 - Reply.xlsx" at tab "Sum by Cost Element" cell M27.
[19] See Amtrak Opening Statement, 24.

Although Metra agreed to include all SOM expenses, with corrections to the G&A additive and Index described above, there is a cross-subsidy issue that remains unaddressed. Specifically, as Amtrak points out in its Opening Statement, Amtrak "derives revenue" from CUS "tenants paying rent to Amtrak."[20] Amtrak makes no adjustment to its CUS SOM expenses to account for the offsetting revenues it collects from CUS tenants. Amtrak's net expenses are less than the gross expenses the parties have agreed to split in this proceeding.

B. SPATIAL FORMULA RATIO

The parties agreed to apply a metric, referred to as the Spatial Formula Ratio ("SFR"), to total SOM costs to determine Metra's portion of annual SOM costs. The SFR is developed using the following formula:

SFR = [MSF + (CSF x UF)] ÷ TSF

Where:
SFR = Spatial Formula Ratio
MSF = Metra Square Footage
CSF = Common Square Footage
UF = Usage Factor
TSF = Total Square Footage

Below we address the correct calculation of the SFR and identify errors in Amtrak's approach to developing the SFR. Specifically, Amtrak's calculation contains errors related to the preliminary allocation of CUS square footage to user groups. Exhibit No. 3R to this Reply VS shows our development of the correct [redacted] percent SFR for Metra at Line 9, Column (4).

1. Preliminary Allocation

The parties agreed to allocate the 2018 SOM expenses to Amtrak and Metra using a two-step process. In the first step, the total CUS square footage for three (3) floors of the building (Basement, Concourse, and Mezzanine) is allocated to one of three (3) user groups: (1) "Sole-

[20] See Amtrak Opening Statement, 29.

Amtrak;" (2) "Sole-Metra;" or (3) "Common."[21] Amtrak's preliminary allocation vastly overstates the Common use areas, and vastly understates the Sole-Amtrak areas.[22] These misstatements are the primary drivers of Amtrak's overstatement of Metra's share of SOM expenses.

Amtrak's understatement of Sole-Amtrak space relies, in part, on Amtrak's decision to exclude [redacted] percent of the headhouse basement square footage from consideration, after it had allocated that space to the Sole-Amtrak category.[23] This adjustment is self-serving on its face. Amtrak's justification for this adjustment is not compelling. Although the parties agree that the pertinent total CUS area is 489,555 square feet, Amtrak's exclusion restates the total to 360,932 square feet.[24]

Amtrak's adjustment results in a [redacted] increase in SOM expenses per square foot that it seeks to allocate to Metra. Specifically, before the adjustment, SOM expenses per square foot are [redacted], and after the adjustment, Amtrak restates SOM expenses per square foot are to [redacted][25]

Amtrak provided no quantitative analysis in support of its 95 percent reduction to the headhouse basement space. Rather, Amtrak states:

> This adjustment factor accounts for the fact that the area is primarily devoted to mechanical and other uses such as a paved ramp to loading docks that do not consume more than a de minimis proportion of building maintenance and operations costs (e.g., utilities, janitorial services) compared to the main floors of Chicago Union Station.[26]

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[21] In addition, an adjustment is made in this step to reallocate [redacted] from the SOM expense category to the Dispatching expense category.

[22] Amtrak also misstates the Sole-Metra category, but to a lesser degree.

[23] See Amtrak Opening Statement, 28.

[24] See Amtrak Opening Statement, 32.

[25] These figures are based on using Amtrak's statement of total 2018 SOM expenses of [redacted]. Specifically, [redacted], and [redacted].

[26] Amtrak Opening Statement at p. 28, citing Miller at ¶65(e)(iii).

The paved ramp identified by Amtrak in this statement is visible and clearly marked at Document Amtrak0008171, which is included as part of Witness Miller's Exhibit 15. It accounts for far less than [redacted] of the headhouse basement square footage. In fact, Document Amtrak0000180, which is included as part of Witness Miller's Exhibit 16, shows that the ramp, combined with the perimeter areas, account for [redacted] square feet. Even if the adjustment to exclude the ramp was warranted, Amtrak had the means to calculate the actual percentage adjustment [redacted] However, rather than make a [redacted] percent reduction that would at least correspond with the justification it offered, Amtrak elected to make an unsupported [redacted] percent reduction.

Amtrak's crude and unsupported adjustment stands in contrast to Amtrak's claims that it took great care to identify the usage patterns and precise square footage for [redacted] individual areas on the Shared floors" in its allocation, based on "a close analysis of each area in Chicago Union Station from spaces as large as the Great Hall to as small as individual janitorial closets."[27]

Moreover, Amtrak offered no proof for its assertion that the area in question does not consume utilities, is not cleaned, and is not patrolled by security staff. In fact, Amtrak's arguments for exclusion of most of the basement square footage are contradicted by Amtrak's claims against Metra's allocation of Common area square footage. As it relates to headhouse basement square footage that is designated Sole-Amtrak use area, Amtrak claims that cutting out large spaces is reasonable and necessary. However, as it relates to Common areas that Metra passengers use, Amtrak claims that:

> It is not administratively feasible to divvy up the square footage for each individual area based on the relative use of each individual area and assign a different allocation factor to each area.

[27] Amtrak Opening Statement, 28, citing Miller at ¶65(b)(i).

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> Requiring detailed studies or, alternatively, speculation, about which benches Metra passengers use and how often, or whether they only walk along straight paths, is unworkable.

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> If Metra passengers or employees can access or use an area of Chicago Union Station, then that area benefits Metra for purposes of this calculation.[28]

Amtrak seeks to have it both ways. Table 1 below is a reproduction of the table included on page 32 of Amtrak's Opening Statement.

Table 1
Amtrak Square Footage Table

Level	Total Square Footage	Adj. Factor	Total Allocated	Common	Sole Benefit Metra	Sole Benefit Amtrak
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.						

Table 2 below adjusts Amtrak's table (reproduced in Table 1 above) by eliminating Amtrak's unsupported reduction to headhouse basement space.

[28] Amtrak Opening Statement, 30-31.

Table 2
Restated Amtrak Square Footage Table

Level	Total Square Footage	Adj. Factor	Total Allocated	Common	Sole Benefit Metra	Sole Benefit Amtrak
(1)	(2)	(3)	(4)	(5)	(6)	(7)
[redacted]						

As demonstrated by Tables 1 and 2 above, Amtrak's unsupported elimination of [redacted] percent of headhouse basement square footage (which Amtrak itself identifies as Sole-Amtrak space) causes a [redacted] point decrease in Amtrak's preliminary allocation of CUS expenses to Amtrak ([redacted] after the adjustment). It causes an offsetting increase in Amtrak's preliminary allocation of Common CUS expenses (from [redacted] before the adjustment to [redacted] after the adjustment), along with an increase in Amtrak's preliminary allocation of CUS expenses to Metra (from [redacted] before the adjustment to [redacted] after the adjustment).

Amtrak's adjustment is further shown to be arbitrary by Amtrak's supporting workpapers, which show that Amtrak initially sought to eliminate [redacted] of headhouse basement square footage from its calculation.[29] As with Amtrak's [redacted] adjustment included in its Opening Statement, Amtrak's workpapers are completely devoid of any explanation or justification for the original [redacted] adjustment shown in its workpapers.

[29] See Miller Exhibit 3 – document Amtrak0005283, at tab "Spatial Analysis – Summary" [sic], cell F32.

As shown in Exhibit No. 6 to this Reply VS, removing Amtrak's arbitrary [redacted] reduction of Headhouse basement square footage results in a nearly [redacted] swing in allocated 2018 SOM expenses.[30]

Additionally, Amtrak classified the Great Hall as Common area rather than primarily Sole-Amtrak area. Although Metra agrees a portion of the Great Hall should be classified as Common area, the vast majority of the space is used principally by Amtrak passengers and should be classified as Sole-Amtrak space. The parties disagree with respect to the classification of [redacted] square feet of Great Hall space.

Table 3 below shows Metra's preliminary allocation of the CUS space, which reflects inclusion of [redacted] percent of headhouse basement square footage, and proper classification of Great Hall square footage.

Table 3
Metra's Spatial Analysis

Floor	Common	Sole Metra	Sole Amtrak	Total
(1)	(2)	(3)	(4)	(5)
1. Basement	19,620	5,963	197,960	223,543
2. Concourse	43,809	4,666	149,505	197,980
3. Mezzanine	11,421	0	56,611	68,032
4. Total	74,850	10,629	404,076	489,555
5. Allocation %	15.29%	2.17%	82.54%	100.00%

Source: TDC/RDM Opening VS, Exhibit No. 3R, Lines 1-5.

Making a second adjustment to correct Amtrak's misallocation of Great Hall square footage (together with the removal of the Headhouse basement factor discussed above), results in

[30] See Exhibit No. 6 at lines 14 (adjustment), 26, and 27 (results).

a nearly [redacted] million swing in allocated 2018 SOM expenses.[31] These two issues explain most of the difference between the parties' SOM allocation.

2. Secondary Allocation

In our Opening VS, we observed that, in the second step of spatial allocation, the square footage that was allocated to "Common" use in step one is further allocated to either Amtrak or Metra based on a metric developed using ridership and train statistics – the Usage Factor. We noted deficiencies in Amtrak's proposed Usage Factor, and provided testimony in support of Metra's Usage Factor. Since then, the parties report that they have reached an accord on a Usage Factor of [redacted]. Accordingly, we adjusted our calculation of Metra's share of SOM costs for 2018, 2019, and 2020, based upon this recent agreement between the parties.

C. RESULTS

The correct SFR, which should be applied to total SOM expenses, is calculated as follows:[32]

SFR = [MSF + (CSF x UF)] ÷ TSF

[redacted]

The correct Metra share of SOM for 2018 is calculated as follows:

Total SOM x SFR = Metra's share of SOM

[redacted]

[31] See Exhibit No. 6 at lines 28, 30 (adjustments), 40, and 41 (results).
[32] See Exhibit No. 3R, Line 10, Column (2) and Line 11, Column (4).

Based on the above restatement and the Core PCE index data supplied by Amtrak, we also developed Metra's share of 2019 and 2020 SOM expenses. Metra's share of SOM expenses increased to [redacted] in 2020.

IV. CUS EXPENSE INDEX

We understand that the parties have agreed to the use of a single, publicly-available index to apply to SOM expenses going forward. In the context of the parties' desire to identify a single index for application to CUS expenses going forward, the Core PCE index we addressed in our Opening VS is superior to both the AAR index proposed in Amtrak's Opening Statement and the Composite Inflator Amtrak used in developing its 2018 CUS expenses (discussed in part C. below).

The Surface Transportation Board ("STB") should reject Amtrak's proposal to index CUS expenses based on changes in the AAR Quarterly Index of Chargeout Prices and Wage Rates (Table C), East, material prices, wage rates and supplements combined ("AAR Index"). Amtrak's justification for using the index is misguided and self-serving, and the arguments Amtrak makes in support of its use are simply wrong.

Review of the expense items that make up the CUS expenses at issue makes it clear that the STB should use the Core PCE index – as Amtrak itself does in the normal course of business.

A. AMTRAK'S PROPOSED INDEX IS UNRELATED TO THE CUS EXPENSE ITEMS

Amtrak points out that the AAR Index for which it advocates is based on railroad costs, and is directly tied to the types of costs incurred by railroads.[33] As the name implies, the AAR Index measures input prices of Class I freight railroads. The materials component reflects prices of materials and supplies purchased by Class I railroads, including steel rail, crossties, signal systems, etc. The wages and supplements component reflects the freight railroads' labor union contracts.

[33] See Amtrak Opening Statement, 50.

In contrast, the expenses Amtrak incurs within the walls of CUS are not railroad costs. The AAR Index is irrelevant to the SOM expenses at CUS, which are principally related to property management, janitorial and building maintenance services, and utilities. This is confirmed by Amtrak in its attempt to justify excluding most of the headhouse basement square footage from its allocation metric, arguing that those areas "do not consume more than a de minimis proportion of building maintenance and operations costs (e.g., utilities, janitorial services)."[34]

Amtrak's claim that the Core PCE index is inappropriate because it is a "consumer-facing metric" is incorrect. Amtrak claims that, "Metra and Amtrak are not individuals, they are not consumers, and the proposed agreement is not one for the sale of consumer goods or services." Amtrak is wrong. The vast majority of CUS expense items are related to services that Amtrak purchases from Chicago area vendors and utility bills that Amtrak pays to local providers. These are precisely the types of cost inputs that are reflected in the Core PCE index. This is why Amtrak applies the Core PCE index to the majority of CUS expenses in the normal course of business.

Amtrak's proposal to use the AAR Index is akin to using an index reflective of aircraft components and commercial pilot salaries to forecast expenses incurred to operate the food court and commercial space at Dulles International Airport.

B. METRA'S PROPOSED INDEX ALIGNS WITH CUS EXPENSES

As we discussed in detail in our Opening VS, the Core PCE index that Metra proposes for application to CUS expenses is the index that Amtrak itself applies to the vast majority of the

[34] See Amtrak Opening Statement, 28, citing Miller at ¶65(e)(iii), emphasis added.

very same CUS expense items in the normal course of business for "route and service forecasts."[35]

The Amtrak document that houses SOM expenses for 2016 and 2017, which both parties used as the basis of their development of CUS expenses, identifies the specific "Cost Element" associated with each expense item.[36] We cross-referenced Amtrak's SOM expense Cost Elements with Amtrak's document that supports its development of a Composite Inflator applicable to its route and service forecasts. Amtrak applies the Core PCE to [redacted] of SOM expenses, [redacted] of CUS Policing expenses and [redacted] of CUS MOW expenses.[37] Amtrak also applies the Core PCE index to [redacted] of CUS Dispatching expenses, although it applies [redacted] other indexes to portions of Dispatching expenses.[38] Overall, Amtrak applies the Core PCE index to [redacted] of the aggregate shared CUS expense items in the normal course of business.

Amtrak claims that "the PCE Index does not include labor costs, which are a large part of the costs Amtrak incurs."[39] This statement appears to be intentionally misleading. Although labor costs account for 48 percent of Amtrak's overall enterprise expenses, they make up only [redacted]

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[35] The inflation rates Amtrak uses in the cost model are selected from a menu in Amtrak's "Methodology for Determining Inflation Rates for Amtrak's Route Forecast Model and State Pricing Forecasts, From FY2016 Base Actual Costs" ("Forecast Methodology") document which is embedded in the cost model. This "menu" of inflation rates is used by Amtrak nationwide for its route and service pricing forecasts.

[36] See Amtrak document "Amtrak0008162.xlsx," which shows SOM expense items totaling [redacted] for 2016 and [redacted] for 2017. These totals match the SOM expense totals included in the Amtrak Model (Amtrak document "Amtrak0005283.xlsx") at tab "Station Cost Allocation" range E28:F28.

[37] See workpaper "Amtrak0000234-CUS FY18 & FY19 Actual Expense - Distro-c-c - working file.xlsx" at tab "Index Match" cells I18 and I13.

[38] Specifically, Amtrak applies the Core PCE to [redacted], Labor Inflator "INF02" to [redacted], Labor Inflator "INF01" to [redacted], and the Benefit Inflator to [redacted] of Dispatching expenses in the normal course of business. [redacted] of Dispatching expenses could not be linked to Amtrak's inflation index model (Amtrak document "8603 PCE calculation.xlsx"). See workpaper "Amtrak0000234-CUS FY18 & FY19 Actual Expense - Distro-c-c - working file.xlsx" at tab "Index Match" range G6:M11.

[39] See Amtrak Opening Statement at p. 50.

percent of CUS expenses.[40] While costs to which Amtrak applies the Core PCE index account for 85 percent of Amtrak's CUS expenses, they make up only [redacted] of Amtrak's enterprise-wide expenses.[41]

As Amtrak claimed in Opening, the STB "generally prefer[s] the index that is most closely related to the type of costs being indexed."[42] The Core PCE is undoubtedly more closely related to the CUS expenses than the AAR Index.

C. OTHER INCONSISTENCIES

Despite its proposal to use the AAR Index to adjust CUS expenses going forward, Amtrak applied the "Composite Inflator" from its route and service forecast model for purposes of indexing 2016 and 2017 SOM expenses (plus G&A) to 2018 levels. This application contradicts both Amtrak's position in this proceeding and Amtrak's normal-course-of-business treatment of these expense categories.[43] The Core PCE index should be applied to SOM expenses in 2018 and beyond, consistent with Amtrak's internal forecasting practices.

[40] See workpaper "8603 PCE calculation - w added pcts.xlsx" at tab "BlendedCalcDerived FY'17 Model" cell C12 [redacted] and workpaper "Amtrak0000234-CUS FY18 & FY19 Actual Expense - Distro-c-c - working file.xlsx" at tab "Index Match" cell I44 [redacted]

[41] See workpaper "8603 PCE calculation - w added pcts.xlsx" at tab "BlendedCalcDerived FY'17 Model" cell C11 [redacted] and workpaper "Amtrak0000234-CUS FY18 & FY19 Actual Expense - Distro-c-c - working file.xlsx" at tab "Index Match" cell I30 [redacted]

[42] See Amtrak Opening Statement at p. 50.

[43] In addition to using the wrong index, Amtrak's model includes a technical error. The model assumes 3.12 percent growth from 2017-2018 instead of 3.03 percent as reported in Amtrak's supporting work papers. The erroneous value was calculated by subtracting the 2016-2017 rate (3.06 percent) from the compounded 2016-2018 change (6.18 percent).

V. CAPITAL INVESTMENT

Amtrak asserts that, "Metra is drastically undercontributing to capital costs at Chicago Union Station," and argues that, "Amtrak is effectively cross-subsidizing Metra's operations." Specifically, Amtrak claims, "Metra has been contributing less than [redacted] of capital while contributing more than three out of four train movements and nine out of ten passengers." Amtrak further argues that, "Metra should pay Amtrak [redacted] dollars [sic] for Tier 1 capital expenditures for Fiscal Year 2020, and an amount for Tier 2 to be determined based on joint project selection."[44] To support its claims, Amtrak cites the Verified Statements and workpapers of Witness Miller and Witness Suchy. Amtrak's claims are unproven, and its figures are either erroneous or unsupported by its Witness' workpapers.

A. AMTRAK CONFLATES STATION AND ROAD PROPERTY CAPITAL INVESTMENT

It is unclear what is covered in Amtrak's discussion of Tier 1 and Tier 2 Capital investment. Amtrak claims that it incurred [redacted] in 2016 and [redacted] in 2017 related to capital investments at the CUS that benefited Metra.[45] These items were primarily related to "inside the glass door" capital projects that entailed work on the CUS building, including the Great Hall.[46] Neither Amtrak nor its Witness Suchy and Witness Miller explain how Metra benefited from these capital expenditures beyond that the costs were incurred at CUS. Witness Suchy acknowledged that Amtrak did not seek reimbursement from Metra for some (undesignated amount) of the work that involved the Great Hall, demonstrating that Metra does not benefit from some (again undesignated and undetailed) amount of the capital expenditures

[44] See Amtrak Opening Statement, 38.
[45] *Id.*, citing Suchy, 5 and Miller, 19-20.
[46] Miller Exhibit No. 3 shows [redacted] of the 2016 reported capital was spent on a stub track 480v power stand, and [redacted] 2 of the 2017 reported capital was spent on the on a stub track 480v power stand and Positive Train Control support.

Ms. Suchy only generally discusses. In fact, Witness Miller's workpapers show that capital associated with the Great Hall included seven [redacted] percent of the 2016 capital costs and [redacted] percent of the 2017 capital costs.[47]

Amtrak separately claims that based on capital project analysis performed by Amtrak ("CUS Capital Analysis"), annual capital costs for CUS-adjacent track segments, right of way and infrastructure will equal [redacted] per year, plus an additional [redacted] million per year to keep the track and structures accessing CUS in a state of good repair ("SOGR").[48]

As a threshold matter, it appears that Amtrak seeks to include capital projects related to both CUS building improvements and Amtrak road property investment in the pool of Tier 1 and Tier 2 capital investment. It is our understanding that Metra objects to an STB prescription of capital cost contributions as unnecessary, because the parties have been able to consistently reach terms for the funding of capital assets that are used exclusively by Metra or are used in common by Amtrak and Metra. However, there are several flaws with Amtrak's Capital Analysis, which we address in Exhibit No. 7 to this Reply VS.

B. AMTRAK'S PROPOSAL CREATES A MORAL HAZARD

In Amtrak's proposed structure, Tier 1 covers the first [redacted] in capital investment, of which Metra must pay [redacted]0, and over which Amtrak has complete autonomy with respect to directing the funds. Specifically, Tier 1 capital investment is meant to ensure "a baseline level of capital investment that Amtrak can put to its highest and best

[47] See Miller e-workpaper "3_Miller_Ex_3_Amtrak0005283_CONFIDENTIAL.xlsx," tab "Capital-Common". Witness Miller's workpaper shows Amtrak incurred [redacted] in capital expenses in 2016 and 2017, respectively, for work allocated to the Great Hall Skylight/Dome.

[48] See Amtrak Opening Statement, 38, citing Suchy, 5 and Miller, 20.

use—as seen by Amtrak."[49] Metra has no discretion over how its contribution would be spent, and yet Metra would be required to cover more than two thirds of the total even if Amtrak derived 100 percent of the benefit.

This arrangement would clearly create a moral hazard. Amtrak claims, without support, that under the current arrangement, "Metra is able to pick and choose which capital projects to fund, which allows it to free-ride on Amtrak's capital investment,"[50] However, Amtrak's proposal explicitly would create the opposite problem. Metra must pay more than [redacted] of the first [redacted] regardless of how Amtrak prioritizes the expenditures or to whom benefits accrue. It is easy to envision a scenario in which Amtrak prioritized a Tier 1 project from which Metra derived no benefit, or at least less [redacted]

With respect to Tier 2 expenditures, Amtrak posits that Metra would be responsible for [redacted] of the total for projects on the North side, and [redacted] of the total for projects on the South side of the CUS, based on a presumption that the benefits would accrue to Metra and Amtrak based on their respective share of train counts serving the North and South platforms, respectively.

There are several problems with Amtrak's allocation proposal. First, Amtrak appears to include "behind the glass door" capital projects in its definition of Tier 2 capital projects, but it does not prescribe a cost-sharing arrangement specific to behind the glass door projects that is separate from its proposal based on north or south platform train counts. As with the Tier 1 projects, this creates a moral hazard. Metra would pay well over [redacted]) of the cost of <u>all</u> capital projects regardless of who actually benefits.

[49] See Amtrak Opening Statement, 39.
[50] See Amtrak Opening Statement, 40.

Second, Amtrak's assertion that "Metra is the majority user of Chicago Union Station"[51] is not qualified in any way, but Amtrak proposed to allocate expenses based on train counts. Even for projects related to track and structures, this arrangement implies that the benefits derived from capital investment would accrue to the trains themselves, which is nonsensical. Amtrak's proposed train metrics are a crude and unreasonable metric that Amtrak has not shown to be representative of benefit share.

Third, Amtrak proposes a special arrangement under which Metra shall pay [redacted]"[52] but Amtrak includes no mention of an offsetting arrangement for Amtrak sole-benefit capital projects. As noted above, Amtrak would be given explicit permission to spend $1.7 million of Metra's contribution to Tier 1 capital projects, and Amtrak would be able to undertake Tier 2 capital projects at a rate of [redacted] cents on the dollar,[53] even if Metra derived little benefit from them.

Amtrak's proposal is deeply flawed and unreasonable. It would provide Amtrak with a blank check, accompanied by no mechanism for oversight or accountability.

[51] See Amtrak Opening Statement, 38.
[52] See Amtrak Opening Statement, 40.
[53] Under Amtrak's proposal, Metra would be responsible for 63.69-90.94% of all Tier 2 projects. Metra would therefore pay 64-91 cents for every dollar spent, and Amtrak would cover the remaining 9-36 cents.

VERIFICATION

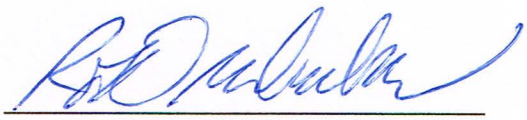
I, Thomas D. Crowley, verify under penalty of perjury that I have read this Reply Verified Statement on behalf of Metra, that I know the contents thereof, and that the same are true and correct. Further, I certify that I am qualified and authorized to file this statement.

Thomas D. Crowley

Executed on June 24, 2020

VERIFICATION

I, Robert D. Mulholland, verify under penalty of perjury that I have read this Reply Verified Statement on behalf of Metra, that I know the contents thereof, and that the same are true and correct. Further, I certify that I am qualified and authorized to file this statement.



Robert D. Mulholland

Executed on June 24, 2020

Index of Reply Workpapers of Thomas Crowley and Robert Mulholland

Docket No. FD 36332

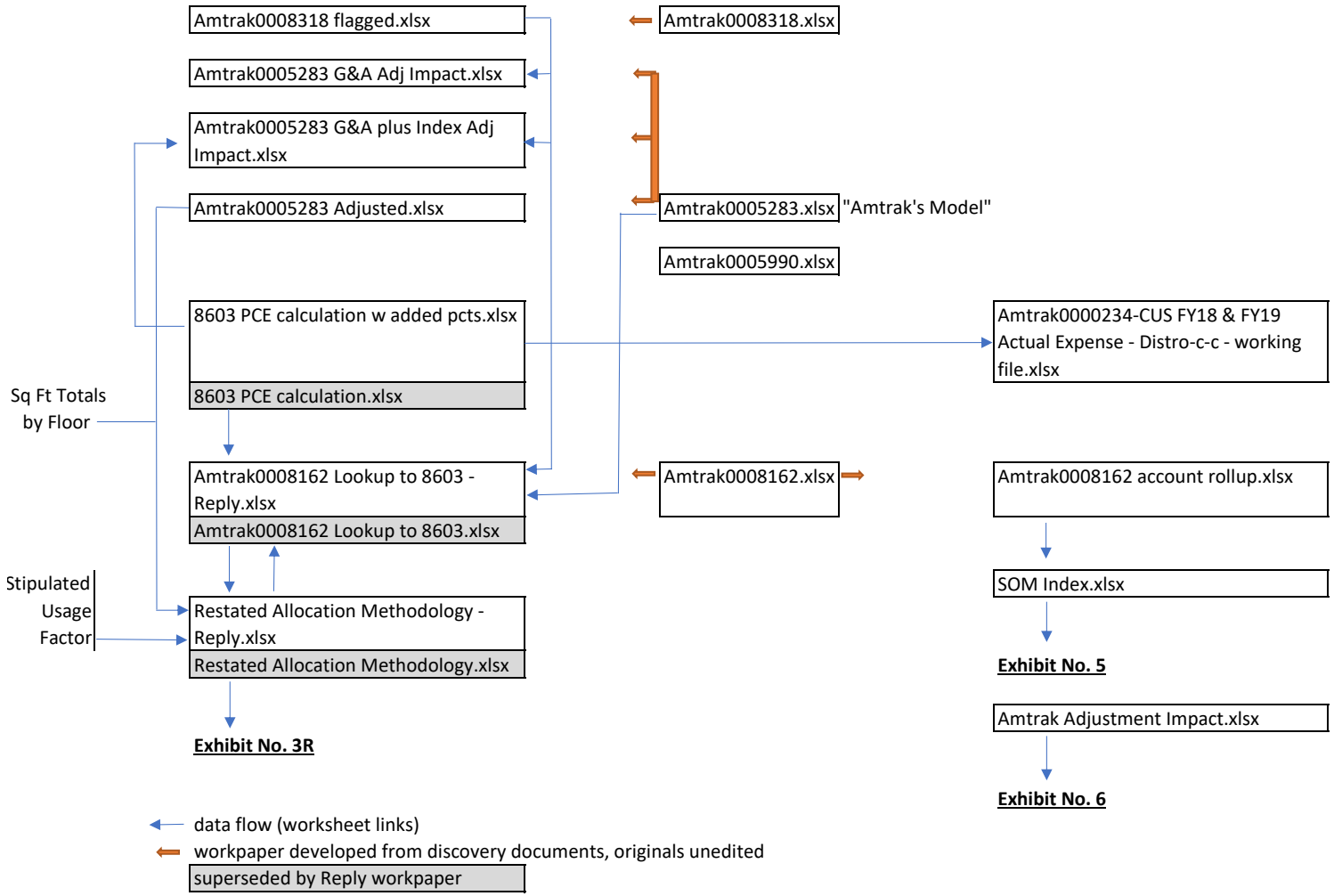
June 24, 2020 Filing

	File (1)	Description (2)	Links (Downstream files that pull data from this worksheet) (3)		
1.	8603 PCE calculation w added pcts.xlsx	Amtrak Route Forecast Model Inflation Rates, as provided - ADDED FORMULAS ON REPLY TO SHOW AMTRAK APPLICATION OF CORE PCE AND LABOR INDEXES	Amtrak0005283 G&A and Index Adj Impact.xlsx	Amtrak0008162 Lookup to 8603 - Reply.xlsx	Amtrak0000234-CUS FY18 & FY19 Actual Expense - Distro-c-c - working file.xlsx
2.	8603 PCE calculation.xlsx	Amtrak Route Forecast Model Inflation Rates, as provided	xxx	Amtrak0008162 Lookup to 8603.xlsx	xxx
3.	Amtrak0000234-CUS FY18 & FY19 Actual Expense - Distro-c-c - working file.xlsx	Amtrak 2018-2019 CUS Expenses, "Index Match" tab added by TDC/RDM			
4.	Amtrak0005283 Adjusted.xlsx	Amtrak Expense Allocation Model with Adjustments to Ridership and Train Statistics (Usage Factor correction). Also includes total square footage calculation for basement + concourse + mezzanine levels	Restated Allocation Methodology.xlsx		
5.	Amtrak0005283 G&A Adj Impact.xlsx	Developed to measure Impact of Amtrak Expense Allocation Model with G&A Adjustment			
6.	Amtrak0005283 G&A and Index Adj Impact.xlsx	Developed to measure Impact of Amtrak Expense Allocation Model with G&A and Index Adjustments			
7.	Amtrak0005283.xlsx	Amtrak Expense Allocation Model, as provided. Includes broken links to four (4) files that Amtrak did not provide.	Amtrak0008162 Lookup to 8603.xlsx		
8.	Amtrak0005990.xlsx	Amtrak provided "RECONCILIATION OF ACCESS FEES - PROPOSAL 3-11-2019 VS PROPOSAL IN DRAFT AGREEMENT (6/4/2019)"			
9.	Amtrak0008162 account rollup.xlsx	Amtrak 2016-2017 CUS COM expenses categorized to develop MBI weights	SOM Index.xlsx		
10.	Amtrak0008162 Lookup to 8603 - Reply.xlsx	Amtrak 2016-2017 CUS COM expenses summarized by cost element and linked to Amtrak Route Forecast Model accounts, development of restated SOM and Metra share 2018-2020 - ADJUSTED TO REFLECT STIPULATED USAGE FACTOR	Restated Allocation Methodology - Reply.xlsx		
11.	Amtrak0008162 Lookup to 8603.xlsx	Amtrak 2016-2017 CUS COM expenses summarized by cost element and linked to Amtrak Route Forecast Model accounts, development of restated SOM and Metra share 2018-2020 - OPENING FILE REFLECTS CALCULATED USAGE FACTOR	Restated Allocation Methodology.xlsx		
12.	Amtrak0008162.xlsx	Amtrak 2016-2017 CUS COM expenses, as provided			
13.	Amtrak0008318 flagged.xlsx	Amtrak 2016-2017 G&A Additive Calculation with Restatement	Amtrak0005283 G&A Adj Impact.xlsx	Amtrak0005283 G&A and Index Adj Impact.xlsx	Amtrak0008162 Lookup to 8603.xlsx
14.	Amtrak0008318.xlsx	Amtrak 2016-2017 G&A Additive Calculation, as provided			
15.	Restated Allocation Methodology - Reply.xlsx	Summary of Development of Restated CUS SOM Expenses and Allocation, houses Exhibit 3R - ADJUSTED TO REFLECT STIPULATED USAGE FACTOR	Amtrak0008162 Lookup to 8603 - Reply.xlsx		
16.	Restated Allocation Methodology.xlsx	Summary of Development of Restated CUS SOM Expenses and Allocation, houses Exhibit 3 - OPENING FILE REFLECTS CALCULATED USAGE FACTOR	Amtrak0008162 Lookup to 8603.xlsx		
17.	Workpaper Index - Reply.xlsx	List and description of Reply workpapers and data flow, houses Exhibit 4R (this file)			
18.	Workpaper Index.xlsx	List and description of Opening workpapers and data flow, houses Exhibit 4			
19.	SOM Index.xlsx	Development of MBI Index and Comparison of Indexes, houses Exhibit 5			
20.	Amtrak Adjustment Impact.xlsx	Quantifies impact of Amtrak's unsupported square footage adjustments, houses Exhibit 6			
21.	16count_smry_v01.pdf	Metra Station Boarding/Alighting Count Fall 2016			
22.	2.4.2 with totals.pdf	Draft Schedule 2.4.2.pdf with notes showing floor totals			
23.	Amtrak0000123.pdf	2017 Annual Ridership Report, encompasses Bates range 123-150			
24.	Amtrak0000189.pdf	Draft Access Agreement, encompasses Bates range 189-231			
25.	Amtrak-Audited-Consolidated-Financial-Statements-FY2017.pdf	Amtrak Public Financials as posted on Amtrak website, 2017			
26.	Audited-Consolidated-Financial-Statements-FY2016.pdf	Amtrak Public Financials as posted on Amtrak website, 2016			
27.	Draft Schedule 2.4.2.pdf	Common, Sole Metra, and disputed areas for CUS basement, concourse, mezzanine, and street levels, Provided by Metra			

Source: Workpaper Index - Reply.xlsx

superseded by Reply workpaper

Data Flow -- Reply Workpapers of Thomas Crowley and Robert Mulholland
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June 24, 2020 Filing



Source: Workpaper Index - Reply.xlsx

Amtrak claims that it will incur approximately $19.2 million in annualized capital expenditures associated with track and structures providing access to Chicago Union Station ("CUS"),[1] including approximately $18.1 million in routine capital costs and an additional $1.1 million for what Amtrak calls State of Good Repair ("SOGR") costs. Amtrak claims that SOGR costs are intended to eliminate a backlog in the replacement of assets.[2]

Should the STB consider projected capital costs to prescribe future capital contributions among the parties, Amtrak's cost figures are unsupported and overstated. Amtrak states that it developed its capital cost estimates based upon: (1) unit cost and asset lifecycle information contained in its 2017 Amtrak Asset Management Plan ("2017 Asset Plan"); and (2) Amtrak Engineering estimates.

We reviewed the 2017 Asset Plan and found several issues with Amtrak's use of data contained therein to support its analysis. First, the unit costs included in the 2017 Asset Plan allegedly reflect Amtrak's costs for replacing assets in the northeast corridor ("NEC") and not in the proximity of CUS. The mix of road and track assets used on Amtrak's NEC is different than the mix of road and track assets used at CUS and reflect different unit costs than what would be expected at CUS.[3] Second, the 2017 Asset Plan provides no specific information on lifecycle years beyond vague references to independent reviews and estimates presented in previous reports.[4]

[1] See Amtrak document "Amtrak0000294.xlsx," tab "Cost Summary." This document is also included in Witness Suchy's workpapers as "2_Suchy_Ex_2_Amtrak0000294_CONFIDENTIAL.xlsx."

[2] *Id.*

[3] For example, because of its extremely high traffic density and high operating speeds, Amtrak uses higher track weights on the NEC than in a lower density and low speed environment such as CUS. Because suppliers sell new track based on weight, the average unit costs for track incurred in the NEC is likely higher than the unit costs for track required at CUS.

[4] See, for example, Amtrak document "Amtrak0008320 (Amtrak Capital Plan).pdf" at Amtrak0008467.

There is no way to substantiate that the average lifecycles implicit in the 2017 Asset Plan to reflect the actual lives of assets installed at CUS.

For those CUS assets that did not have corresponding assets included in the 2017 Asset Plan, including slip switches, direct fixation, diamonds and derails, Amtrak stated it based unit costs on Amtrak engineering estimates. Amtrak did not provide any support for these estimates such as recent invoices from contractors or vendors indicating the actual costs Amtrak incurred for CUS capital projects, or authorization for expenditures ("AFE") seeking funds for specific capital projects. Amtrak's cost estimates are completely unsupported.

Moreover, Amtrak's capital analysis did not account for the salvage value incurred upon the retirement of assets. Most railroad assets, including rail and other track materials, have positive salvage values either as relay products or as scrap. If an asset has a positive net salvage value, i.e., the market price of the asset is greater than its cost of retirement, the net proceeds from the retirement can offset a portion of the asset's replacement costs. Amtrak's failure to include the impact of net salvage value in its capital forecast leads to an overstatement in its capital forecast.

Even if Amtrak's unit costs and lifecycle information were fully supported, Amtrak's capital generation approach overstates the amount of capital required because it fails to consider estimated survivor rates, i.e., the actual use, and current useful life, of current CUS assets. Actuarially-developed, industry standard, survivor rates should be taken into consideration, as discussed below.

A. ASSET SURVIVOR RATES

Amtrak employs an unrealistic and oversimplified approach to CUS capital replacement requirements. Amtrak separated CUS rail assets into the seven (7) cost categories identified below (the names appearing in parenthesis are used in Amtrak's workpapers):

1. Switches ("Switch Count");
2. Track Assets – Far South ("X9R -X8L-XTF");
3. North Side of CUS ("North Side of CUS");
4. South Side of CUS ("South Side of CUS");
5. Signals ("Signal Costs");
6. Platforms ("Platforms"); and
7. Bridges ("Bridges").

Within each of these cost categories, Amtrak identified the specific asset types, the number of each asset type ("Asset Count"), each asset's estimated lifecycle in years ("Lifecycle") and the estimated unit replacement cost. Amtrak then calculated the annual capital requirement for each asset by dividing each asset's Asset Count by its Lifecycle and multiplying the quotient by the asset's unit cost resulting annual capital replacement costs.[5]

Amtrak implicitly applies a straight-line approach to capital estimation. Amtrak assumes that it will replace assets at CUS on a uniform rate over the assumed average life of each asset. Industrial engineering studies and industry practice do not support this assumption. Instead, extensive analysis has shown that the same classes of assets typically are consumed and correspondingly retired by their owners at different rates over time. This means that while an asset in a group of assets may have the same average life span, railroads typically do not replace all

[5] For example, Amtrak document "Amtrak0000294.xlsx," tab "X9R -X8L-XTF," row 10 indicates Amtrak owns one section of Miter Rail at MP AC1.59 with a Lifecycle of 20 years and replacement unit cost of $350,000 per mile. Amtrak estimated its annual replacement costs by dividing the one unit of Miter Track by its 20-year lifecycle and multiplying the quotient by $350,000 unit costs to develop an annual cost of $17,500 (1 ÷ 20 x $350,000 = $17,500).

assets within that group on a ratable replacement schedule , because premature replacement, prior to the expiration of residual life, unnecessarily increases capital expenditures over time. Non-uniform consumption and retirement, from an actuarial perspective, means that assets will have different "survival rates." Amtrak disregards differing survival rates and simply assumes, without documentation of its own practices, that all classes of CUS assets would have uniform survival and replacement rates. This flawed Amtrak assumption overstates Amtrak's CUS annual capital costs.

1. Survivor Curves

The service life of industrial property amounts to the period of time from an asset's installation until its retirement. When dealing with a property containing many individual units such as rail line and track signals, a single number reflecting the average life of the property is inadequate. With a large group of common asset units, like those found in railroad properties (rail, ties, switches, signals, etc.), we would expect to see a wide diversion of lives, with some units being retired soon after installation and others providing service many years beyond the average, i.e., the simple average useful life of these assets is not an adequate indicator of when an asset will need to be replaced. This is because the use of a simple average useful life estimate for annual replacement costs assumes a uniform replacement of assets over time, which is inconsistent with most real-world assets.

A simple example shows the fault in using an average lifecycle approach. Assume a railroad replaces 30,000 wood ties on its network and the ties have an average useful life of 30 years. A simple average useful life approach to replacement would call for replacing 1,000 ties

each year over the next 30 years.[6] However, one would not customarily expect to replace 1,000 ties one year after they were installed. More importantly, one would not expect to replace exactly 1,000 ties each and every year thereafter for the next 29 years.

Instead, one would expect to replace more ties year-over-year until a majority of the original 30,000 ties were replaced, and then a declining number of ties per year until all the ties were eventually replaced. The accepted industry practice is to express the life characteristics of industrial property by mathematical functions known as survivor curves. Survivor curves, though they use average service life as a reference point, more precisely model the actual useful life of a given class of assets.

In general, a survivor curve graphically depicts the amount of property remaining in service at each age throughout the life of an original group of assets. The range of survivor characteristics usually experienced by railroad and utility properties is encompassed by a system of generalized survivor curves known as "Iowa Survivor Curves." Iowa Survivor Curves were developed at the Iowa State College Engineering Experiment Station through an extensive process of observation and classification of the ages at which industrial property had been retired. The STB's predecessor, the Interstate Commerce Commission ("ICC"), used Iowa Survivor Curves in computer models to help railroads (including Amtrak) analyze asset lives and depreciation.[7] The Class I railroads still

[6] 30,000 ties ÷ 30 years = 1,000 ties replaced per year.

[7] See "*Interstate Commerce Commission User Documentation for the Computer Assisted Depreciation and Life Analysis System*," Depreciation Branch, Bureau of Accounts, June 1979. While developed by its predecessor agency, the STB still maintains the Computer Assisted Depreciation and Life Analysis System ("CADLAS") system. https://prod.stb.gov/reports-data/reports-studies/depreciation/.

rely on Iowa Survivor Curves when analyzing assets for depreciation and valuation studies well into the 21st century.[8]

There are four (4) families of curves in the Iowa Survivor Curve system, distinguished from one another by their relation to average service life. The left-moded curves, identified as "L" curves, are those in which the greatest frequency of retirement occurs to the left of, or prior to, average service life. The symmetrical-moded curves, identified as "S" curves, are those in which the greatest frequency of retirement occurs at average service life. The right-moded curves, identified as "R" curves, are those in which the greatest frequency occurs to the right of, or after, average service life. The origin-moded curves, identified as "O" curves, are those in which the greatest frequency of retirement occurs at the origin, or immediately after age zero. The letter designation of each family of curves (L, S, R or O) represents the location of the mode of the associated frequency curve with respect to the average service life. We include graphical examples of each family of Iowa Survivor Curves as Attachment No. 1 to this Exhibit.

Iowa Survivor Curves are also defined by a number, which reflects the variation in the asset lives. The numbers represent the relative heights of the modes of the frequency curves within each family. The lower the number, the lower the mode, the larger the variation within the lives and the larger the maximum life.[9]

[8] See the July 28, 2011 letter from Union Pacific Corporation Vice President & Controller Jeffrey P. Totusek to the SEC included in our workpapers as "July 28, 2011 UP-SEC letter.pdf." See also the redacted request for proposal submitted by Gannett Fleming to the Berkshire Gas Company for a depreciation study included in our workpapers as "Gannett Fleming RFP.pdf." Gannett Fleming is one the largest valuation consulting firms in the U.S. and has performed numerous depreciation studies using Iowa Survivor Curves for railroad and utility companies. The Gannett Fleming RFP lists eight (8) different depreciation studies it performed for railroads, including a 1998 study for Amtrak.

[9] See Wolf, Frank K. and W. Chester Fitch, *Depreciation Systems,* Iowa State University Press, 1994 at page 38. Further discussions on Iowa Survivor Curves are found in Marston, Anson, Robley Winfrey and Jean C. Hempstead, *Engineering Valuation and Depreciation*, 2nd Edition, New York, McGraw-Hill Book Company,

As one recent, salient example of the regular use of Iowa Survivor Curves to estimate the survivor rate of a given category of rail asset, Canadian Pacific Railway Company ("CP") included an example of a survivor curve reflecting the survivor rate of Account 8 - Ties in a filing with the Securities and Exchange Commission ("SEC").[10] We included a copy of CP's filing as Attachment No. 2 to this Exhibit No. 6. The example CP filing with the SEC[11] shows railroad ties having survivor rates consistent with a 25-S2 Iowa Survivor Curve. A 25-S2 curve is a symmetrical curve, i.e., a curve with equal retirements before and after the average life, where the asset life average is 25 years.

The key factor when using Iowa Survivor Curves is that the average life is simply that – an average. Some assets retire before the average life and some retire after the average life. In the case of assets that follow a 25-S2 curve, the number of assets that are expected to retire between years one to 25 is equal to the number of assets that are expected to be retired between years 26 to 50. However, the number of assets retired year-over-year is different. In other words, the assets are estimated to be retired on a ratable basis.

In sum, while all assets within the group have average lives equal to 25 years, some assets will be retired before 25 years and some after 25 years. Rather than relying on the simple average, railroads use Iowa Survivor Curves to more precisely identify capital needs and asset useful life and minimize the need for unnecessary capital replacements and expenditures.

1953 and Winfrey, Robley, *Statistical Analyses of Industrial Property Retirements*, Iowa State College, Engineering Experiment Station, Bulletin 125, 1935.

[10] Union Pacific also relied upon the same example in its July 28, 2011 letter to the SEC, indicating the concepts acceptance in the railroad industry.

[11] See Exhibit No. 6, Attachment No. 2, page 10 of 10.

2. Application of Iowa Survivor Curves to Amtrak's CUS Assets

Amtrak develops a straight-line capital forecast for track assets,[12] which fails to consider the impact of different survivor rates among assets. This contradicts railroads' historical use of Iowa Survivor Curves to estimate asset retirements. Because assets in a group have a wide dispersion in the amount of time they are in service, the Survivor Curve approach allows the costs to be allocated to the time periods the assets are in use and providing benefits.

Adjusting Amtrak's capital forecast analysis to use expected retirement rates found in standard Iowa Survivor Curves used in the rail industry would provide better estimates of annual capital requirements. This approach would also reflect the fact that Amtrak already replaced some assets at CUS.

Amtrak included in its capital expenditure forecast the unit prices and lifecycle in years for each of its asset groups, which according to the 2017 Asset Plan, reflects the typical asset lifecycles of assets.[13] The Amtrak workpapers include both Lifecycle years and average ages for each asset indicating that Amtrak already replaced some assets at CUS. Applying Iowa Survivor Curves to Amtrak's assets would account for the fact that Amtrak already retired some of the assets included in the asset group. For example, if a CUS asset had a Lifecycle of five (5) years and an average age of two (2) years, one would assume that Amtrak already replaced a portion of these assets over

[12] See Amtrak Response to Metra Interrogatory No. 33 and Amtrak document "Amtrak0000294.xlsx."

[13] See 2017 Asset Plan at page 65. As discussed above, Amtrak did not provide support for the unit prices and lifecycles included in its forecast, but for purposes of discussion, we will assume Amtrak's values are correct, and that Amtrak's "typical" Lifecycle years reflect the average life of the assets in each asset group, or, simply stated, Lifecycle is equal to average asset life.

the first two (2) years of the asset life and would only include the remaining asset replacements in the capital forecast.[14]

Consistent with these principles, a simple formula could be used to estimate annual capital charges, as follows:

AC = ICPR x RLS

Where:

AC = Annual Charge
ICPR = Iowa Curve Percent Retired (in a given year for a given asset group)[15]
RLS = Replacement Cost Less Salvage (for the asset group)

The resulting capital costs could be allocated to Metra and Amtrak using any agreed-upon allocation methodology.

3. Amtrak's SOGR Additive is Unnecessary

Amtrak included in its workpapers an additional capital category labeled "SOGR." Amtrak states that it included SOGR to eliminate backlogged asset replacements for those assets exceeding their respective Lifecycle years.[16] Amtrak estimated that its total SOGR capital costs equaled $1.07 million.[17]

Amtrak's SOGR analysis is predicated upon the assumption that an asset with an average age greater than its Lifecycle must be retired and replaced. Amtrak's assumption is not valid. As addressed above in our discussion of Iowa Survivor Curves, significant research shows that assets

[14] As discussed above, Amtrak's capital analysis did not account for the salvage value incurred upon the retirement of assets.

[15] The specific Iowa curve used in the annual charge would be consistent with the survivor curves Amtrak presumably uses in its group depreciation calculations. If Amtrak does not use Iowa Curves in its group depreciation calculations, Amtrak and Metra can undertake a joint study to develop the appropriate Iowa Curves to use in the annual charge calculation.

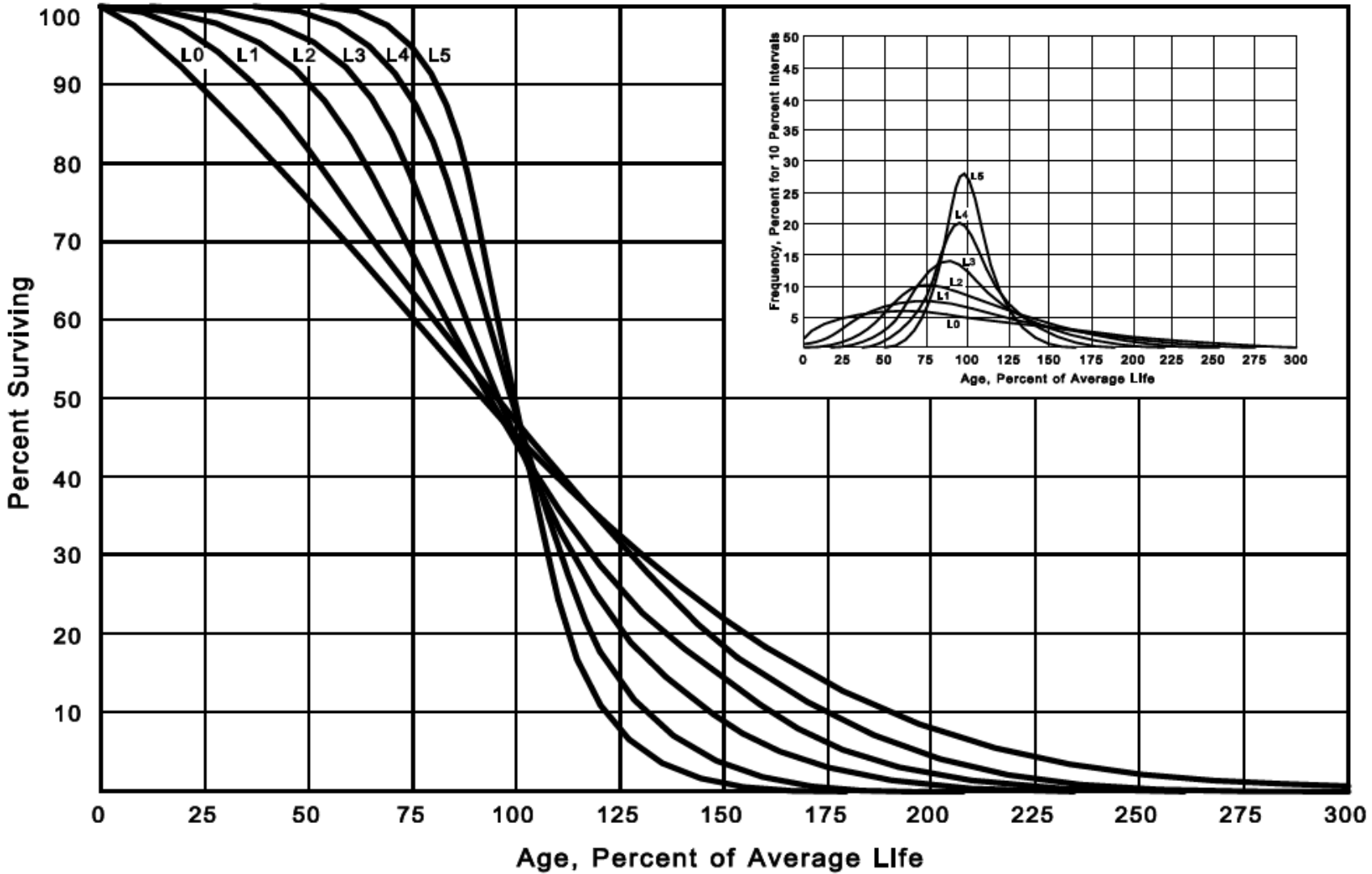
[16] See Amtrak document "Amtrak 00000294.xlsx," tab "Summary," Line 2.

[17] See Amtrak document "Amtrak 00000294.xlsx," tab "Cost Summary."

survive at different rates. The fact that a particular asset's age exceeds the average age for that type of asset does not mean that the asset must be replaced. Amtrak's SOGR analysis did not consider that a given asset's true serviceable life can span beyond the average for that asset. Because Amtrak did not provide any evidence that assets factored into its SOGR catch up funds need replacing, SOGR funds should be excluded from consideration.

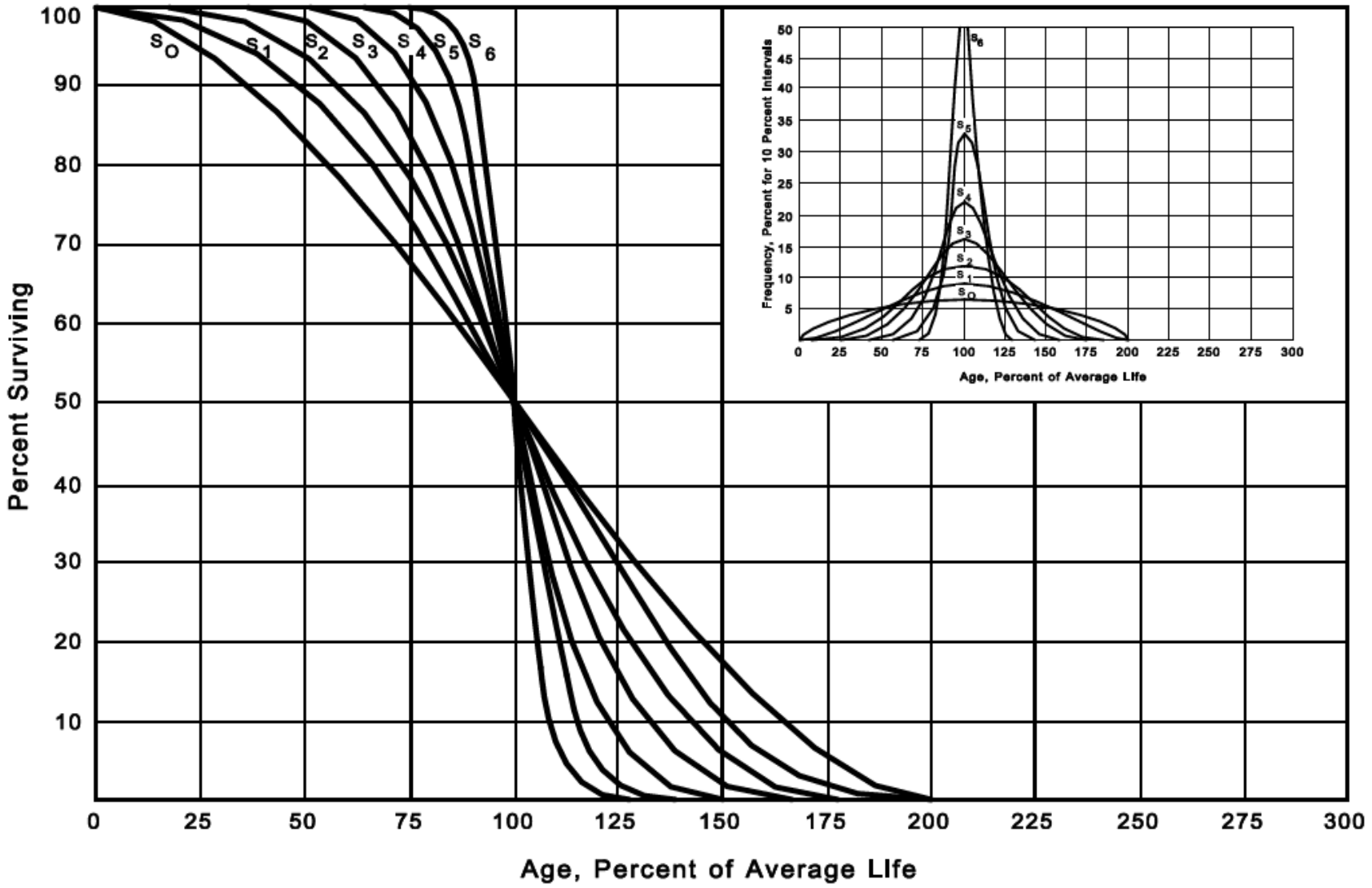
Iowa Survivor Curves

"L" Iowa Survivor Curve



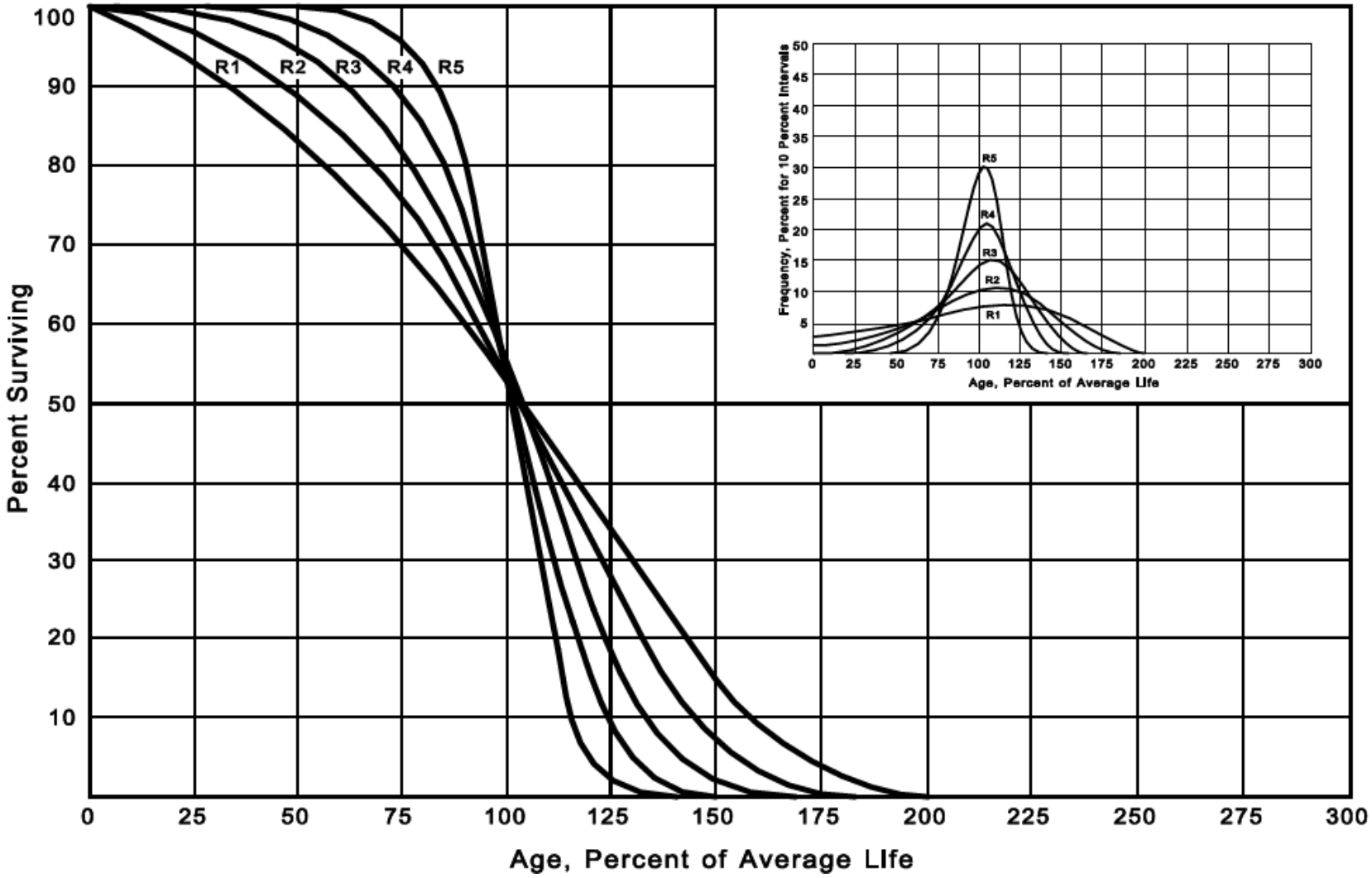
Iowa Survivor Curves

"S" Iowa Survivor Curve



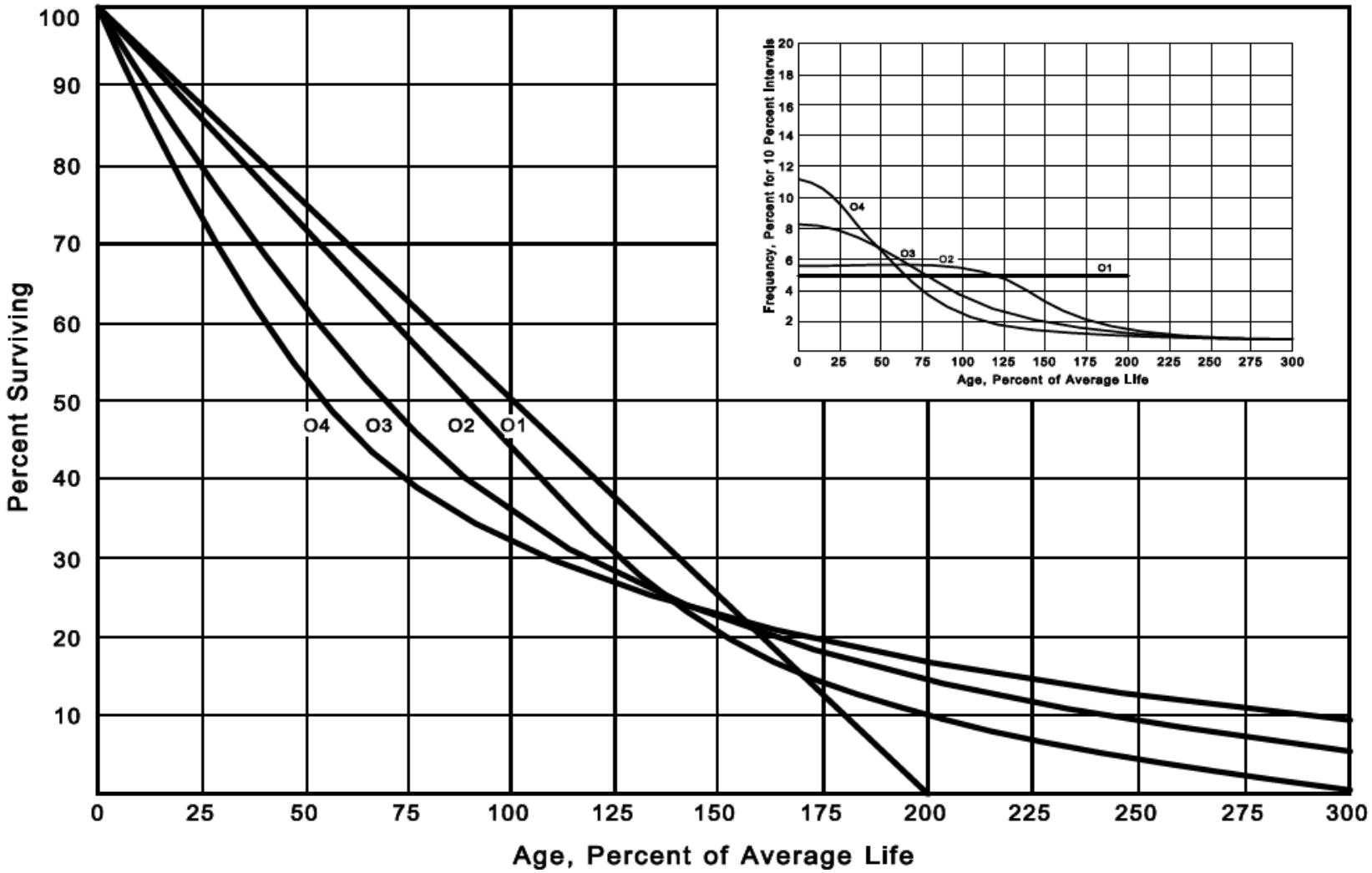
Iowa Survivor Curves

"R" Iowa Survivor Curve



Iowa Survivor Curves

"O" Iowa Survivor Curve



CANADIAN PACIFIC

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July 29, 2011

Office of the Chief Accountant
Division of Corporate Finance
United States Securities and Exchange Commission
100 F Street, NE
Washington, D.C. 20549-1090

Dear Sirs,

Re: File Reference No. 4-600: Work Plan for the Consideration of Incorporating International Financial Reporting Standards into the Financial Reporting System for U.S. Issuers: Exploring a Possible Method of Incorporation

Canadian Pacific ("CP" or we) appreciates the opportunity to provide comments to the Securities and Exchange Commission ("SEC" or "the Commission") on its Staff Paper exploring a possible method of incorporating International Financial Reporting Standards ("IFRS") into accounting principles generally accepted in the U.S. ("U.S. GAAP").

CP is a North American Class 1 transcontinental railway providing freight transportation services over a 14,700 mile network in Canada and the U.S. Midwest and Northeast regions. CP is a SEC registrant filing under the multi-jurisdictional system with annual information being filed on Form 40-F. CP currently reports its financial statements using U.S. GAAP.

We are pleased that the Commission is continuing to seek input from stakeholders as it considers whether and how to incorporate IFRS into U.S. GAAP. We are generally in agreement with the proposals outlined in the SEC Staff Paper: *Work Plan for the Consideration of Incorporating International Financial Reporting Standards into the Financial Reporting System for U.S. Issuers: Exploring a Possible Method of Incorporation.*

In particular, we are supportive of the five to seven year staged transition period during which IFRS would be progressively incorporated into U.S. GAAP. This will provide U.S. SEC registrants sufficient time to appropriately plan for and execute the implementation of IFRS including educating accounting and other company staff, building a knowledgeable implementation team, engaging external resources, making changes to accounting processes and financial systems and amending financial covenants and other contractual agreements. There will be significant challenges for many companies to address in adopting IFRS and a sufficient time-frame in which to meet these challenges in a well planned and thorough manner will increase the likelihood of a successful transition. In addition, a five to year transition period will overcome issues related to the availability of resources to assist companies with the transition. The experience of other countries that have adopted IFRS using a "big-bang" approach has been that external resources, such as companies' external auditors, IFRS implementation advisers or IT consultants, can become very sought after. This increases the risk that companies may be required to complete their adoption of IFRS without sufficient knowledgeable resources being readily available. A phased-in approach as suggested in the Staff Paper could help to alleviate this potential "resource crunch" which will benefit companies, the SEC and users of financial statements.

Moreover, following the proposed approach of incorporating IFRS through first the Memorandum of Understanding projects currently being worked on jointly by the Financial Accounting Standards Board ("FASB") and the International Accounting Standards Board ("IASB"), second future new or changed IFRSs subject to IASB projects and thirdly other IFRSs not subject to future change through IASB projects also means that as companies have to deal with change, it is at a measured and therefore manageable pace. It also will hopefully provide companies with the ability to adopt IFRS from a steady platform, in other words, the last IFRSs to be adopted will be ones that have been unchanged for some time and therefore should be well understood. This eases the adoption process for companies and avoids, for example, the position European companies were in when adopting IFRS in 2005 when IFRSs were under significant change right up to the date of transition.

However, we do have some areas of concern with the proposals in the Staff Paper. The objective of incorporating IFRS into U.S. GAAP "would be that a U.S. issuer compliant with U.S. GAAP should also be able to represent that it is compliant with IFRS as issued by the IASB."

We agree with this objective. We also concur that where possible the application of IFRS on a prospective basis can provide a cost effective method of implementing new accounting standards. Therefore, we would encourage consideration of the IFRS standards for which prospective application would be appropriate. However, we feel that the option to apply IFRS on a retrospective basis, except where IFRS 1 expressly prevents such application through mandatory exceptions, should be maintained.

We are also concerned that once IFRS is incorporated into U.S. GAAP there may be certain restrictions applied to its application or interpretation. The Staff Paper states that "the FASB would retain the authority to modify or add to the requirements of the IFRSs incorporated into U.S. GAAP."

This could lead to IFRS in the U.S. being more restrictive than IFRS, as applied in other jurisdictions, by preventing alternative accounting policy choices available under IFRS from being chosen by U.S. issuers. For companies that operate globally it is important that they have a level playing field with their world wide peers and competitors. Restricting the policy choices available to such companies could be detrimental to their ability to compete globally and is contrary to the objective of having one single set of global accounting standards. While we appreciate that it may be necessary at times to provide specific local guidance or interpretation of IFRS, we would suggest that exceptions be minimized.

Our final comment is with respect to the example given to illustrate transition. The Staff Paper discusses a possible transition for IAS 16 Property, Plant and Equipment. The North American railroad industry is very capital intensive and any changes to the accounting for property, plant and equipment can have a very material impact to our financial position and operating results. In the example no mention was made of the application of IFRS 1 and the one-time policy choices that can be made for property, plant and equipment on adoption. It is important that in transitioning to IFRS the application of any IFRS is considered in

conjunction with IFRS 1 as this can significantly change the method of transition, which in itself can have a significant impact on future application of the IFRS.

The discussion in the Staff Paper does focus on componentization. In North America railroads follow the Group Accounting method for accounting for property assets, including their depreciation and ultimate retirement. The comprehensive nature of the grouping of homogeneous assets for the purposes of depreciation studies and ongoing group accounting results in North American railroads having a very robust and detailed level of componentization that is rigorously applied across all classes (groups) of assets in compliance with IAS 16 paragraphs 43 and 45. We therefore are of the view that when considering componentization it is important that group accounting, which is an acceptable method for accounting for property, plant and equipment under U.S. GAAP, continue to be an acceptable method of accounting under IFRS. Therefore, we recommend that prior to implementing IAS 16 there is an active deliberation related to the application of group accounting.

For your information, we have attached to this letter a paper prepared by Bill Stout of Gannett Fleming, which was originally submitted to the Accounting Standards Executive Committee of the American Institute of Certified Public Accountants in 2002 that discusses Group Accounting in more detail.

We would be pleased to discuss any of our comments raised in this letter further with the staff of the SEC.

Yours truly,

Brian Grassby
Senior Vice-President Finance and Comptroller

Attachment 1

A Comparison of Component and Group Depreciation For Large Homogeneous Groups of Network Assets

A Presentation to the Accounting Standards Executive Committee
of the American Institute of Certified Public Accountants
By William M. Stout, P.E.
President, Valuation and Rate Division
Gannett Fleming, Inc.

INTRODUCTION

Depreciation is the expense recognition of the cost of assets that provide an economic benefit over a period that is greater than a year. Depreciation represents a measure of the loss in this economic benefit or value of the asset in each year that it provides service. Under generally accepted accounting principles, depreciation accounting is "a system of accounting which aims to distribute the cost or other basic value of tangible capital assets, less salvage (if any), over the estimated useful life of the unit (which may be a group of assets) in a systematic and rational manner. It is a process of allocation, not of valuation."[1] Thus, rather than a determination in each year of the value that remains, the original cost less salvage is allocated to each year using a method of allocation, e.g. straight line.

The determination of depreciation expense for a single item, unit or component is a relatively straightforward process. (The terms unit and component depreciation are used interchangeably in this paper.) The cost of the item, less its estimated salvage value, is divided by its estimated service life. In the event the asset is retired prior to the estimated life, the book value remaining, after recognition of any salvage costs or recoveries, is charged as an expense in the year of retirement. If the asset remains in service beyond the estimated life, depreciation expense ceases inasmuch as the full cost of the asset has been recorded to expense.

The determination of depreciation expense for large homogeneous groups of assets such as the assets of railroads or public utilities is a more complex process. It is not possible to account for the depreciation expense of each and every asset required to provide railroad service over thousands of miles. Instead, the calculation of depreciation expense for such large groups of assets requires (1) the segregation of the assets into logical depreciable groups, e.g., ties, based on the function and nature of the assets, and (2) the use of averages: average salvage and average service life. Standard, or uniform, systems of accounts are used in many industries to classify or segregate the assets into homogeneous groups. Average values are required because not all of the assets in the groups of similar function and nature experience the same service life or realize the same

[1] Accounting Research Bulletins (ARB) No. 43, Chapter 9C, paragraph 5.

salvage value. That is, despite the fact that the assets in the group are homogeneous, they experience lives and salvage values that are dispersed over a wide range. Generalized survivor curves are used to describe the dispersion of lives over time.

SYSTEMS OF ACCOUNTS

Most, if not all, capital-intensive regulated industries classify their assets in accordance with a uniform system of accounts (USOA) promulgated by their regulator, e.g., the Surface Transportation Board, the Federal Energy Regulatory Commission, the Federal Communications Commission, and so on. These systems of accounts prescribe the capital accounts to be used and the type of assets to be included in each account. For example, in the railroad industry, there are separate accounts for grading, ties, rail, ballast, signals, communications equipment, locomotives, freight-train cars, and so on.

Most of these accounts contain thousands or millions of like items that have been installed over a long period of time. Millions of like items because of the thousands of miles of network (rail lines, electric transmission lines, gas pipelines, etc.) with the same type of assets used in mile after mile. A long time, because most of the assets used by these industries in providing service to their customers are long-lived assets.

The uniform systems of accounts also set forth definitions of depreciation and the manner in which it is to be determined. All of the systems of accounts require the use of group straight-line depreciation.

GENERALIZED SURVIVOR CURVES

The dispersion of retirements experienced by railroad and public utility property groups is described using systems of generalized survivor curves. The most commonly used are the Iowa survivor curves. These curves were developed at Iowa State University during the 1920's and 1930's using statistical analyses of actual retirements of various types of industrial property including railroad ties.

The Iowa curves consist of four families of curves. There are a total of 22 generalized curves in these four families. The families are defined by the relationship of the mode of retirement, the age at which the largest percent of property is retired, to the mean or average life of the group. Curves in which the mode of retirement occurs prior to, or graphically to the left of, average life are known as left-mode or L type survivor curves. S type or symmetrical curves are those in which the mode and mean occur at the same age. R type or right-mode curves are those in which the mode occurs after the average life. O type curves are those in which the greatest frequency of retirement occurs immediately or at the origin. The curves within each family are distinguished by the height of the mode of the frequency curve. The variation in the height of the mode results in curves that have narrow dispersion and curves that have wide dispersion of retirements.

The Iowa curves have repeatedly passed tests of their ability to describe the dispersion of assets retired within groups of industrial property.

DEPRECIATION STUDIES

The same regulators that establish the USOAs for these industries also require the preparation of periodic depreciation studies. Such studies are submitted, reviewed and approved by the regulators. The regulators issue orders pursuant to these reviews that specify the annual depreciation accrual rates to be used by the company.

Depreciation studies conducted for railroads and public utilities consist of statistical analyses of historical retirements for each group of property, reviews of the operation and condition of the property, discussions with management regarding its outlook for the assets, and comparisons with the estimates made for the same asset group by other companies. The results of the statistical analyses are similar to those obtained by an actuary analyzing the mortality of human beings. The results are interpreted and extrapolated using generalized survivor curves such as the Iowa curves. Depreciation studies are usually conducted every three to six years in order to discern any changes in probable average service lives or net salvage values. Further, calculations of the theoretical accumulated provision for depreciation are compared with the actual accumulated provision on a more regular basis to ascertain the need for an updated study prior to its normal schedule.

The results of depreciation studies indicate service lives for the individual assets within the homogeneous groups analyzed that vary widely. That is, although the assets within the group are basically the same, a tie is a tie is a tie, the period of time during which they are in service can range from 1 year to 100 years or more. The forces of retirement that act on these assets are numerous and act in varying degrees on different assets. It is not possible when a group of assets is first installed to predict which specific assets will remain in service for 10 years, which will remain in service for 20 years, etc. However, the results of depreciation studies permit a statistical forecast of the portion of the group that will live to each age and, from that forecast, the ability to determine the overall average life of the group.

COMPONENT AND GROUP DEPRECIATION FOR A SINGLE VINTAGE

As noted previously, the networks of assets used to provide rail and utility services have been installed over a period of many years and experience relatively long lives. Within each group of like assets, the property added during a single year of installation is referred to as a vintage of assets.

The application of the component or unit method of depreciation and the group method of depreciation for a single vintage or installation year will be illustrated with an example as presented in the attached table. In the example, ties with a cost of $100,000 are added during the year. The ties survive in accordance with the Iowa 25-S2 survivor curve. The 25-S2 has a 25-year average life. The S2 survivor curve is a symmetrical curve with a

wide dispersion and is similar to the normal distribution. Salvage is ignored in order to simplify the example.

The cost of ties from this single vintage that survive at the beginning of each year, based on the 25-S2, is shown in column 2 of the table. The cost retired in each year is presented in column 4 and is the difference between succeeding amounts in column 2. The depreciation expense under group depreciation in column 3 is determined by applying the annual depreciation accrual rate of 4 percent to the surviving balance in column 2. The depreciation expense using the group concept is proportional to the property in service. That is, the amount of expense is proportional to the service being rendered, as represented by the property in service, and, therefore, to the benefit received.

The depreciation expense under unit or component depreciation, as shown in column 7 of the table, consists of two components. The first component is the depreciation expense based on group depreciation, column 3, and the second component is the loss on retired property, column 6. The loss on retired property is calculated by subtracting the accumulated depreciation related to the retired property, column 5, from the cost retired in column 4. The accumulated depreciation is the cost retired multiplied by the ratio of its age at retirement to its estimated life, 25 years. For example, the accumulated depreciation related to the $793 retired at age 10 is calculated by multiplying $793 by the ratio of 10 over 25 or 40 percent. Forty percent of $793 is $317, the amount shown in column 5 at age 10.

The second component, or the loss, is the presumed value of the retired asset that was not recorded to expense during its life. Under unit or component depreciation, this amount is also recorded as depreciation expense in the year of retirement. As a result, at age 25, the full cost of assets that did not live to the average life has been recorded as expense. Further, at age 25, the full cost of assets that will live beyond age 25 also has been recorded as expense. Thus, under component depreciation, there is no depreciation expense recorded for this vintage in years 26 through 50.

Both the component and group depreciation methods record the full cost of the vintage of ties to expense. The component method records all depreciation expense between the time the property is installed and the time the property attains an age equal to its average life. No depreciation expense is recorded subsequent to the average life, despite the fact that significant property continues to render service. The group method records depreciation expense throughout the life cycle of the vintage or installation year in proportion of the amount of property rendering service.

The group method better reflects a matching of the expense recorded with the benefit received from this group of ties. The bundle of services purchased with the investment of $100,000 is the dollar-years of service rendered by the group. In total, 2,500,000 dollar-years of service are purchased. The dollar-years of service are the investment of $100,000 multiplied by the average life of 25 years. The component method attributes greater service in each year to the assets that have lives that are shorter than the average life as compared to the assets that have lives that are longer than the average life. The

group method attributes equal service in each year to all assets. For example, in the first full year of service, there are 100,000 dollar-years of service rendered by the group and $4,000 of depreciation expense is recorded. In year 25, there are 50,000 dollar-years of service rendered and half as much depreciation expense, $2,000, is recorded. Group depreciation results in depreciation expense that is proportional to the service rendered.

VARIATIONS FROM ESTIMATED SURVIVOR CURVE

As demonstrated above, group depreciation provides for better matching of depreciation expense with the service rendered. Over a period of time, for multiple vintages, group depreciation results in annual depreciation expense that is the same as the depreciation expense that results from component depreciation.

In reality, the cost of ties and other assets do not survive exactly in accord with the estimated survivor curve. Minor variations tend to offset over time or, if there is a trend toward longer or shorter lives, periodic depreciation studies appropriately adjust the depreciation expense going forward. In the event that there is a substantial variation from the estimated survivor curve as a result of retirements in one year, group depreciation can and does accommodate expense recognition of the loss. Such recognition of extraordinary retirements as a loss is appropriate. Recognition of the typical variability of service lives within homogeneous asset groups as a loss, as is done under component depreciation, is inappropriate.

CONCLUSION

Railroad and public utility properties consist of large numbers of assets. These assets make up long-lived networks of many thousands of miles that are constantly being renewed. These assets are classified into homogeneous groups of similar function and nature based on systems of accounts promulgated by regulators. Periodic depreciation studies are conducted of these assets in order to insure that depreciation expense reflects the services rendered by the assets. Generalized survivor curves have proven effective in describing the life characteristics of such assets.

Unit or component depreciation is appropriate for single items of property. But, railroad and utility assets do not represent single items of property. They represent very large networks of assets. Group depreciation has been used for these assets for many years consistent with requirements of regulators and generally accepted accounting principles.

For long-lived network assets, component depreciation records the full cost of a vintage as expense by the time the vintage reaches its average life, leaving no expense to be recognized for the service rendered by assets that live beyond the average life. Group depreciation, in contrast, records the full cost of a vintage in proportion to the service rendered by the assets. For multiple vintages, as is the case for the typical group, the depreciation expense in any year becomes the same under component and group depreciation.

Component depreciation recognizes losses for every retirement that occurs prior to the average life of a group. Such recognition does not represent a true economic loss when viewed from the perspective of a large group of networked assets. Retirements from large groups of homogeneous assets will always be dispersed about an average with some retired prior to the average and others surviving beyond the average. If such retirements are substantial and deviate from the estimated survivor curve, a loss can and should be recognized under group depreciation. Otherwise, periodic depreciation studies should be relied on to ensure that the amount of depreciation expense recorded in each year, based on group depreciation, reflects the service rendered by the assets.

COMPARISON OF DEPRECIATION EXPENSE
USING UNIT AND GROUP METHODS FOR A SINGLE INSTALLATION YEAR
ACCOUNT 8, TIES, BASED ON A 25-S2 SURVIVOR CURVE

		Group	Retirement			Total
		Depreciation		Accumulated		Unit
Age	Survivors	Expense	Cost	Depreciation	Loss	Expense
(1)	(2)	(3)=(2)x0.04	(4)=(2)(i)-(2)(i-1)	(5)=(4)x(1)/25	(6)=(4)-(5)	(7)=(3)+(6)
0	100,000	2,000	-	-	-	2,000
1	100,000	4,000	-	-	-	4,000
2	99,998	4,000	2	0	2	4,002
3	99,987	3,999	11	1	10	4,009
4	99,953	3,998	34	5	29	4,027
5	99,876	3,995	77	15	62	4,057
6	99,726	3,989	150	36	114	4,103
7	99,471	3,979	255	71	184	4,162
8	99,075	3,963	396	127	269	4,232
9	98,500	3,940	575	207	368	4,308
10	97,707	3,908	793	317	476	4,384
11	96,660	3,866	1,047	461	586	4,453
12	95,329	3,813	1,331	639	692	4,505
13	93,685	3,747	1,644	855	789	4,537
14	91,707	3,668	1,978	1,108	870	4,539
15	89,384	3,575	2,323	1,394	929	4,505
16	86,708	3,468	2,676	1,713	963	4,432
17	83,684	3,347	3,024	2,056	968	4,315
18	80,324	3,213	3,360	2,419	941	4,154
19	76,648	3,066	3,676	2,794	882	3,948
20	72,684	2,907	3,964	3,171	793	3,700
21	68,468	2,739	4,216	3,541	675	3,413
22	64,042	2,562	4,426	3,895	531	3,093
23	59,454	2,378	4,588	4,221	367	2,745
24	54,755	2,190	4,699	4,511	188	2,378
25	50,000	2,000	4,755	4,755	-	2,000
26	45,245	1,810	4,755			
27	40,546	1,622	4,699			
28	35,958	1,438	4,588			
29	31,532	1,261	4,426			
30	27,316	1,093	4,216			
31	23,352	934	3,964			
32	19,676	787	3,676			
33	16,316	653	3,360			
34	13,292	532	3,024			
35	10,617	425	2,675			
36	8,293	332	2,324			
37	6,315	253	1,978			
38	4,671	187	1,644			
39	3,340	134	1,331			
40	2,293	92	1,047			
41	1,500	60	793			
42	925	37	575			
43	529	21	396			
44	274	11	255			
45	124	5	150			
46	47	2	77			
47	13	1	34			
48	2	0	11			
49	1	0	1			
50	-	-	1			
Total		100,000	100,000	38,313	11,687	100,000

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. FD 36332

NATIONAL RAILROAD PASSENGER CORPORATION —
PETITION FOR PROCEEDING UNDER 49 U.S.C. § 24903(c)(2)

VERIFIED STATEMENT

OF

RICHARD OPPENHEIM

ON BEHALF OF

**COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION AUTHORITY AND NORTHEAST
ILLINOIS REGIONAL COMMUTER RAILROAD CORPORATION
(METRA)**

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I. INTRODUCTION AND HISTORY OF SERVICE AT CUS

My name is Richard Oppenheim. I am the Director for Metra's Chicago Union Station District. I have had day-to-day involvement with the scheduling, dispatch, and operational arrangements of train operations at CUS for more than 40 years, beginning with my time as a dispatcher for the Milwaukee Road (later Soo Line and CP Rail) in 1972 before coming to Metra in 1997 and becoming a trainmaster in 2002. Prior to my recent promotion, I had been Assistant Superintendent for 7 years. In my positions, I have become familiar with nearly every detail of rail operations at CUS, particularly the distinct operational needs, track configuration, and platform alignments of the north and south sides of the station. Amtrak and Metra routinely consult me to address operational modifications and scheduling changes as they arise to ensure they are implemented successfully. As part of my daily duties, I trouble-shoot any operational concerns or conflicts that may occur.

II. CAPITAL PROJECT MANAGEMENT AT CUS

I participate in scheduled monthly meetings between Amtrak and Metra personnel regarding CUS. There are several "standing" topics in the agenda for these meetings including "Transportation," "Engineering," and "General Building Issues." Capital issues straddle several of these topics, but under "General Building Issues" there is always a discussion of "Station Capital Financial Allocation." This is shown in the meeting notes Metra maintains, examples of which are attached as Exhibit 1-5 to this statement. The notes are running commentary, cumulative of prior meetings, with updates in bold; as one reads them one sees the sequence of Amtrak concern, Metra response/address, and final resolution on a wide variety of issues.

These notes reflect the parties' consistently cooperative approach to capital issues. Exhibit 2, May 2016 Meeting Notes, 2 ("Troy Mason [of Amtrak] said no additional funds are available for new switches, so Troy asked Metra if an opportunity exists to modify Facility's Agreement to have Metra support this cost. Designs for new LEDs must go through Philadelphia. Troy Mason indicated that Amtrak will be able to provide funding for the Harrison Turnouts. Funds will be available in FY16 for Roosevelt Machines.") (emphasis added); *Id.* at 8 ("David Simmons [of Metra] and Troy Mason will discuss potential amendments to fixed facility agreement for use of remaining $2 million for 2014. Amtrak will be able to fund their portion of the Harrison Street installation with their own funds. For Metra's share of both Harrison Street and Roosevelt projects, Metra has asked that Amtrak provide a formal letter requesting Metra's portion of the funding. **Agreement went to** Metra CEO beginning of June and has been signed."); Exhibit 4, September 2016 Meeting Notes, 8 ("Metra has asked clarification of how the 65.8% calculation [Ed. this was a Metra allocated share for Harrison St. Interlocking improvements] was derived. Amtrak's Patricia Anderson is managing the Allocation billing for Amtrak. Metra continues to await receipt of this billing. **Metra needs invoice on CUSCo Letterhead in order to process payment. Funding in place for 048 switch replacement. Work possible Sept 16-19**.").

These discussions have taken place for at least as long as I have worked at Metra. They have resulted in 38 numbered amendments to an original "Agreement for Construction of Fixed Facilities at Chicago Union Station" dated October 1, 1985 between the parties (generally referred to as the "Fixed Facility Agreement"), which collectively provide for various capital projects at CUS and for the allocation of specific project costs between Amtrak and Metra. The most recent amendment, No. 38, dated April 18, 2019 and attached to this statement as Exhibit 6

reflects among other things the ongoing replacement of the Lake Street interlocker at CUS at a cost of some $65 million—88% of which is allocated to Metra. By itself, Amendment 38 was an increase in Metra's contribution of over $2 million; since it was a 2018 expenditure, it does not show up in Amtrak's sampling of 2016-2017. That particular project has been the subject of extensive and effective coordination and cooperation between the parties for several years. Exhibit 4, 2 ("Lake Street interlocking is ongoing. Dave Leahy [of BNSF] was concerned about derail at Roosevelt and Frank Devries with Amtrak Engineering responded that two sets of custom rods (one as back-up) were made to complete the repair, but it was discovered in the field that the sets were fabricated incorrectly. Amtrak Engineering modified one set of rods in the field to make the fix and sent the other set back for modifications. The set of rods sent out for modifications was received back and is now installed. **Ray Weinel is working with his Amtrak Philadelphia contacts to get movement on this project. Separately, Metra stated that they have not been billed for last year Harrison's work and other work. South side work to begin soon on Switch V12.").**

I understand that Amtrak's complaint in this matter is that Metra is "free-riding" by only partially contributing to CUS capital projects at a rate Amtrak calculates at [redacted] Amtrak Opening Statement, 38. I reviewed materials Amtrak witnesses referenced as indicative of capital projects Amtrak undertook, which and were included as Exhibit 3 to the verified statement of Amtrak's Nancy Miller and generally referred to as Document No. 5283. In reviewing these materials, it became plain to me that many of the projects cited by Amtrak were <u>never the subject of a funding request to Metra from Amtrak.</u> Indeed, Amtrak witnesses essentially admit this—not once do they actually say that Metra rejected their request for funding on any of the cited projects. Instead, they rely on a simple arithmetic calculation of Metra contributions to all

projects undertaken by Amtrak, rather than a calculation of Metra contributions to projects for which Amtrak actually asked for funding from Metra. This is clearly evident in the absence of these projects from the financial allocation section of the meeting notes; to the extent they appear, it is simply as an informational update. It cannot be meaningful that Amtrak did not get what it never asked for.

The numbers bear this out. Of the 33 projects referenced by Amtrak in its calculation of a purported Metra [redacted] contribution rate, 11 of them relate to Great Hall improvements to make it marketable event space. Verified Statement of Nancy Miller, paragraph 69 Exhibit 3, Tab Capital-Common Cells B11, 12, 15, 16, 19, 20, 21, 22, 24, 28 and 30. An additional 4 appear to relate to rehabilitation of the Old Post Office—again, a commercial development, that only tangentially effects transportation. Compare Exhibit 5, the December 2016 Meeting notes, (identifying projects regarding asbestos and emergency sprinkler remediation efforts at Old Post Office) with the Verified Statement of Nancy Miller, Exhibit 3, Tab Capital Common, Cells B14, 21, 23, 32. So of the 33 projects, you can already subtract 15 as unrelated to Metra. Using Amtrak's crude logic that fails to distinctly identify Metra contributions to specific projects, that change alone results in a nearly 100% increase of Metra's proportionate contribution beyond what Amtrak had calculated.

It is simply not the case that Metra stubbornly withholds funding as Amtrak suggests. Discussions are framed and structured by two important documents, the Chicago Union Station "Master Plan" and the Arup Phase 1A Initial design estimations. See generally the various notes in Exhibit 4, 1 ("Similar exhaust system monitoring is a part of the Master Plan design and development."). The multi-agency "Master Plan" demonstrates that CUS is not a zero-sum stakehold between Amtrak and Metra; many projects go beyond basic transportation

and address CUS's status as a civic asset of strategic rail importance. In fact, the Chicago Department of Transportation ("CDOT") funded the Master Plan, and Amtrak, Metra, the Regional Transportation Authority the Chicago Transit Authority, the Chicago Metropolitan Agency for Planning, the Metropolitan Planning Council, Illinois Department of Housing and Economic development, Illinois Department of Transportation ("IDOT"), and the Federal Railroad Administration were all consulted in its preparation. Verified Statement of Robert K. Byrd, Ex. 1.

Amtrak does not fully self-fund its own capital contributions—it applies for capital from the federal government under a variety of programs (other than its annual appropriation), which distributes funding via the Federal Railroad Administration. Nor does Metra, often partnering with CDOT, IDOT, and other state and local agencies. Amtrak and Metra often pursue funding opportunities jointly and cooperatively, as has most recently been the case with respect to a joint IDOT/Metra/Amtrak grant application to the FRA under the Federal-State Partnership for State of Good Repair discretionary grant program for funding to support improved circulation, capacity, accessibility, customer experience, safety and state of good repair in the CUS concourse area. Amtrak-Metra February 15, 2019 letter agreement, attached to this statement as Exhibit 7. The grant application contemplates a $6 million non-Federal match, and the parties have agreed that Metra will be responsible for 56% of that match, or $3.36 million. These arrangements—agreed to less than eighteen months ago with respect to one of the major pending capital projects at CUS—are inconsistent with Amtrak's claim that Metra has a 20% contribution rate to CUS capital projects and any broader implication that Metra does not participate in CUS capital improvements as warranted and appropriate.

While the Master Plan provides a high-level roadmap for potential issues to be addressed, the Phase 1A provides initial design and cost estimations. Where Metra will be the exclusive beneficiary of a Master Plan/Phase 1A Project, Metra and its partners have borne the cost. As I discuss below, some projects such as the mail platform conversion clearly benefit only Amtrak/intercity service; Metra would not necessarily be the primary funder of that project, but other agencies might. Many other projects are somewhere in-between, such as 65%/35%. Exhibit 4, September 2016 Meeting notes, 9. Project recommendations and cost allocations are a question of whether (1) the project is a priority; (2) the project benefits one party more than the other; and (3) funding is available. There is no reason to believe that this detailed, well-developed and cooperative system for addressing capital projects at CUS will not continue to function as it successfully has in the past. Recent projects that serve Amtrak's own interests or other constituencies and convey no benefit to Metra are not a relevant basis to conclude otherwise. There has not been and will not be Metra "free-riding" on rail-critical transportation projects at CUS.

III. SERVICE EXPANSION AND CAPITAL PROJECTS AT CUS.

I do not agree with the single rationale Amtrak advances in support of its capital needs—that there is insufficient capacity at CUS for Amtrak trains or service expansion. Amtrak cites no evidence or data—such as ridership, platform capacity, or on time performance—suggesting there is persistent overcrowding or any impact on Amtrak service, as is claimed in the verified statement of Amtrak's Thomas Moritz, paragraph 11 ("Current conditions have created overcrowding and delays to commuter and Amtrak trains. It has also limited Amtrak's ability to expand existing intercity service.").

Both railroads have significantly increased their operations—both in train number and consist length—at CUS during my time in service. However, the way in which the railroads operate at CUS means that there are rarely, if ever, capacity issues arising between the two railroads as Amtrak and Metra generally do not share terminal tracks—meaning the railroads' passengers rarely share platforms.

Like most railroad stations, CUS is arranged so that a single platform can serve two tracks. In CUS's configuration, the tracks are on the east and west sides of the platforms, which extend on a north-south orientation. Trains approach CUS from both the north and south; on the north side of CUS, tracks have odd number, while on the south side they have even numbers. Each side has its own concourse area providing immediate access to the track platforms. On the north side, Amtrak and Metra predominantly keep to their own assigned tracks; the only platform that Amtrak and Metra occasionally share is between Tracks 17 and 19, and in recent months due to construction issues, occasionally between Tracks 1 and 3. Amtrak runs two services on this side of the station, the Hiawatha to Milwaukee, and the Empire Builder to Seattle/Portland. Each generally boards from the platform between Tracks 17/19. Verified Statement of Alvin Terry, Exhibit 2, included with Metra's Opening Statement. Currently (prior to temporary service adjustments due to the Coronavirus) the Amtrak schedule on these services amounts to 16 trains per day. Metra's use of Track 17 is confined to unusual situations such as service disruptions, and use of Tracks 1 and 3 is minimal—6 trains per day. Metra does not use Track 19.

On the south side, Amtrak generally limits its operations to Tracks 18 through 30, and cordons off Metra passenger access to the platforms serving those tracks. The only time that Metra regularly uses a track within the Amtrak operating zone on the south side of CUS is for a

single weekday train consist that serves as Train 810 (inbound) and Train 807 (outbound) on our Southwest Service.

Beyond these train patterns, the dual track configuration of CUS lends itself to a number of operating efficiencies and passenger capacity advantages compared to other stations. Because of the rail configuration and capacity, the operation of any given Metra train is almost entirely standardized—a Metra departure at a particular time for a particular destination almost always leaves from the same track every day. Because of these essentially permanent track assignments, There is no mass of commuter passengers waiting in a common lobby, staring at the big board, waiting for a train announcement as can be the case at other stations (Boston South Station, New York Penn Station, Philadelphia 30th Street). See the following article: https://www.nj.com/traffic/2019/02/nj-commuters-crammed-into-penn-stations-pit-will-get-some-relief-from-65m-project.html.

What this means is that Metra passengers do not wait in common areas, or form a moving mass on platforms in a mad dash after an announcement; Metra passengers move quickly through the station onto waiting equipment with no need to consult Passenger Information Displays. The only times where there have been anything resembling crowding in the station is where Amtrak has severely disrupted operations, such as when Amtrak elected to perform a computer server upgrade during rush hour, and an Amtrak worker compounded this poor judgment by falling into an electrical panel and disrupting electronic dispatch systems. I have personal knowledge of this incident but it was also well documented in the media. https://www.chicagotribune.com/business/ct-biz-amtrak-metra-union-station-switching-problem-20190301-story.html. Even in the rare instance Metra rarely shares platforms, a scheduling

adjustment of 5 minutes between trains generally is enough time to clear the platform to eliminate any remote chance of overcrowding.

I have supervised train movements at CUS for 45 years. I have never been aware of, or presented with evidence of, crowding on Metra-utilized platforms that overcrowds Amtrak platforms such that it is disruptive of Amtrak rail operations or Amtrak's desire to expand service—particularly given that the railroads rarely share platforms. As I explain further, I am unaware of any Amtrak passenger overcrowding of its own platforms—and if there were, that would not necessarily be a result of Metra's use of the station. In fact, with regard to the purported overcrowding, in the most recent study I have reviewed on the issue, a significant majority of Amtrak passengers surveyed report platform capacity as adequate. Verified Statement of Robert K. Byrd, Exhibit 1, page 86, included with Metra's opening statement. VS Byrd Exhibit 1, 86. That study, which admittedly is from 2012, appears to be the basis for Amtrak's conclusion that CUS is supposedly bursting at the seams. *Compare* Master Plan Study, VS Byrd Exhibit 1, 18 ("Most passenger station activities today take place in the Concourse area of the station, which now often operates at or close to capacity.") *with* Moritz VS paragraph 10 ("Chicago Union Station is now operating at or near capacity with respect to train movements.") (emphasis added for similarity of language). Apparently, according to Mr. Moritz, the near-capacity of CUS has been a constant for nearly 10 years, meaning it hasn't been achieved or breached. Either way, this is the first I have heard of it.

Amtrak's Mr. Moritz claims at paragraph 10 of his verified statement that "Chicago Union Station is at or near capacity with regard to train movements. Platform and Station space is at or above capacity during peak travel periods" (underlines added. But Mr. Mortiz's supposed operational insight regarding capacity makes a false equivalency—train

capacity and passenger capacity are not the same. First off, there is no issue with train capacity at Chicago Union Station. We have never had trouble expanding service. I can think of one incident in the past two decades where Amtrak wanted to add an additional River Runner train to St. Louis. There was no problem with train capacity, though a former Amtrak employee did express some operational concerns that Amtrak's new train was scheduled to depart at the same time as an existing Metra Southwest Service Train. Any operational issue was resolved by Metra adjusting the Southwest Service train's departure time by less than 5 minutes. Moreover, Amtrak controls dispatch in and out of CUS, so any issues at the throat of the terminal are generally resolved in their favor.

But as I said, supposed train capacity constraints—which do not exist—would not necessarily result in platform overcrowding on Amtrak-utilized platforms so as to be disruptive to train operations, as Mr. Mortiz posits. For that to be true, Amtrak's intercity operating model would have to include frequent departures utilizing the same tracks and platforms; overcrowding would occur if passengers from a hypothetical 4:10 on Track 5 are crowding with waiting passengers for the 4:20 on Track 7 or the 4:30 on Track 5, possibly resulting in people spilling on the tracks, resulting in shutting down the line, and delaying the trains until it is clear. But this is not how they run trains at all. Amtrak has never approached me—for information, or for advice—on their intention to establish such an operating schedule that would result in either constraints on train capacity or on passenger capacity. I would be one of the first to know of that proposal; in fact, Amtrak provides Metra with a dispatch feed and laptop in part so I can monitor and provide help to Amtrak.

Mr. Moritz's statement that limited train capacity has resulted in excess passengers on platforms (particularly when we do not often share platforms, and CUS has never

been unable to handle additional Amtrak rail traffic if and when called upon) is entirely inconsistent with my daily observations; there is rarely anything approaching excessive crowding on Amtrak-utilized platforms. I note that, even if the situation was different, the capital improvement solution for platform expansion would be for the sole benefit of Amtrak. See the verified statement of Robert K. Byrd, including with Metra's opening statement, Exhibit 1, page 9: "It is proposed to convert this space to passenger platforms served by tracks from both the north and south, which could add critical capacity to accommodate growth in intercity passenger train operations." (underline added).

VERIFICATION

I, Richard Oppenheim, verify under penalty of perjury that the foregoing is true and correct. Further, I certify that I am qualified and authorized to make this Verified Statement.

Executed on this 24th day of June, 2020.

Richard Oppenheim

DATE: **February 4, 2016**

TO: **Distribution**

FROM: **V. A. Flores, Director**
Chicago Union Station District

SUBJECT: **Monthly Amtrak/Metra Meeting Minutes**
February 4, 2016

The monthly Amtrak/Metra meeting will be held on ***Thursday, February 4th, 2016 at 9:00 a.m.*** at the Amtrak – Control Center Conference Rm. 100 at 500 W. Jackson **Conference Room Call-in Number – (866) 209-1307, then dial 123400#.**

Diesel Exhaust Issues

Old Post Office Building – Owners of the property are International Property Developers. Fire system has been disconnected and drained. 24 hour security was restored in March**.** The mail dock area is still subject to heavy leaking. One of the east side diesel exhaust fans caught fire on Feb. 17th. The CFD attempted to utilize the standpipe system without success. The fire was extinguished using hand pumps and portable extinguishers. The building had another fire on July 28th. IPD had a mechanical contractor repair the stand pipes per CFD. The city's legal action involves life safety violations and is being pursued through the County Courts. Amtrak's suit is moving forward through Federal Court. Amtrak attended a January meeting between the City of Chicago and IPD to track their progress on the life safety items. IPD admitted that 1 fan was out of service and has committed to repair it within 30 days. Amtrak Engineering placed IPD on notice that if they contemplate the replacement of any track exhaust system they would need to comply with the current over build specifications. Amtraks' Federal law suit has been decided and the court ordered a consent decree be imposed on IPD. The decree states that they will run all their exhaust equipment 24/7/365. They have also been directed to allow Amtrak access for testing the equipment on a quarterly basis. The results of the first test indicated that 2 fans were running, but only at about 50%. The test results were sent to Amtrak Legal. Per their consent, U.S. Equities contractor tested the fans in September. The test's written report has not been issued, but USE will forward a copy before next meeting for distribution. Terminal meeting to explore additional monitoring of switching from Loco power to Ground power while in CUS. April tests indicated that one of the eleven fans was running at 50% of design capacity. The other 10 are working properly. Amtrak's outside legal counsel appeared in Court for status on the City of Chicago's case against the Old Post Office owner on Wednesday, 10/1. It was discovered that little, if anything, was being done to maintain the Old Post Office. The Old Post Office owner confirmed that it is spending most of its time looking to lease and/or sell the property. The Old Post Office continues to attempt to repair its one underperforming diesel exhaust fan, and it indicates it is an issue with duct blockage. Fire in Diesel Exhaust Plenum end of November – Preliminary investigation indicates fire started in fan housing. CBRE-USE arranging for inspection of all fans. CBRE|USE's contractor has completed tests on 10 of the 11 fans. The fan damaged by fire in November 2014 has been repaired and the contractor is being scheduled to retest it. Fan is now operational. The Chicago Fire Department and the City of Chicago Buildings Department inspected the building in May and found 2 of the 11 fans not running**.** The regular inspection of the diesel exhaust fans was completed in June by the CBRE|U.S. Equities contractor. One (1) of the Old Post Office's eleven (11) exhaust fans was operating at 47% capacity. CBRE is waiting for a repair timeline from the Old Post Office for its exhaust fan that is operating at 47% capacity. Amtrak Legal is aware of the ongoing issue and these concerns will be presented at the next consent decree court hearing. **The Old Post Office's #5 Diesel Exhaust fan remains unrepaired. CBRE is working with Amtrak Legal to give notice to the City of Chicago and the Federal courts of the Old Post Office's inaction. CBRE has investigated the option of an indicator panel for fan operation. May require cooperation of overbuild properties.**
CBRE is working on a design using a low pressure switch to confirm if exhaust is operating.

10 & 120 S. Riverside: U.S. Equities received the Test and Balancing report for 10 & 120 S. Riverside. The report indicated that 10 S. Riverside's South Exhaust Shaft is pulling 39% of the CFMs it was designed for due to a fan not running. It also indicated that 120 N. Riverside's North Exhaust Shaft is pulling 49% of the CFMs it was designed for due a fan not running. Test results from April indicated fans were running at 90% or greater of design capacity. U.S.E. will be testing the fans again in the fall. USE is scheduling Diesel Exhaust Fan tests of overbuild buildings in October and November. Metra has expressed concern regarding excess diesel exhaust fumes on Tracks 1, 3, and 5. Amtrak is investigating procedural and Schedule Agreement changes that would allow Train Crews to plug in and unplug their own equipment. CBRE|USE's contractor has completed tests and 10&120SR fans are running within tolerance**.** 222 S. Riverside is under new ownership and CBRE|USE is scheduling a meeting with its management to confirm that the owner is operating its exhaust fans in the reverse direction to give a greater positive pressure in the CUS Concourse. CBRE/USE was to meet with 222 S. owners and document their understanding of what needs to be done. CBRE/USE along with Amtrak legal has engaged in further communications with 10 & 120 South Riversides management groups. Per the last CBRE|U.S. Equities inspection, all fans at 10 & 120 S. Riverside are running within tolerance. On Monday, June 1st, CBRE|U.S. Equities received reports of diesel exhaust in the CUS Concourse. As follow-up to this report, the CBRE|U.S. Equities team investigated the operations of the 222 S. Riverside diesel exhaust fans. It was found that two (2) out of the four (4) were not operational. Wally Kruce communicated to the 222 S. Riverside GM, Dean Cichon, that this was unacceptable. Mr. Cichon indicated that all the fans were to be turned on. All Exhaust Fans now running within tolerance. Metra requesting that an indicator light panel for these fans also be looked into. CBRE looking at Design and will then submit to Amtrak for funding allocation. Following falling of approximately 10 linear feet of plenum on Platform 1-3 in early September, and over Track 13 late August, USE pursuing full plenum inspections in addition to ongoing hammer sounding. 2-4 Platform netting has been extended and additional netting may be used. Preventative exams take place every Friday. As a result of EPA testing, EPA has sent letters to Building owners. **CBRE believes all exhaust fans are operating properly. CBRE is meeting with a contractor and designer in early February to finalize preliminary plans for pressure sensor system to detect operation of overbuilds' diesel exhaust fans.**

Engineering Issues

- **Lake Street Interlocking Signals –** Amtrak plans to install the new style (LED) signals in the North and South Interlockings. North Side is complete. Amtrak Engineering is focusing on the switch and track work at Roosevelt. At 21st Street, inbound signals 804 and 805 (NS 1 and NS 2 on cantilever) have been replaced with LED signals. Only signals remaining to be changed is the outbound units at Polk St. Amtrak Engineering will schedule the Polk St. Signal change to be completed by December. After Polk St. there will be 6 remaining units. Track design is required to change out the remaining 6 units. Design is in progress and being performed by the Philadelphia Engineering dept. Amtrak has 6 new turnouts on hand and 6 more on the way for installation on 0-track and 1-track. 20 LEDs are expected to ship Friday, 8/8. Amtrak Engineering is working on Polk Street signals. No progress yet on installing the retrofit kits for the Lake Street Interlocking. Amtrak Engineering is also working on the transition from air to electric switches from Harrison to Roosevelt including installation of 6 new turnouts. These new electric switches have already been purchased. Troy Mason said no additional funds are available for new switches, so Troy asked Metra if an opportunity exists to modify Facility's Agreement to have Metra support this cost. Designs for new LEDs must go through Philadelphia. Troy Mason indicated that Amtrak will be able to provide funding for the Harrison Turnouts. Funds will be available in FY16 for Roosevelt Machines. Tammy Matteson and Troy Mason will discuss percentage split. Amtrak to make formal request to Metra for participation. Lake Street interlocking is ongoing. Dave Leahy was concerned about derail at Roosevelt and Frank Devries with Amtrak Engineering responded that two sets of custom rods (one as back-up) were made to complete the repair, but it was discovered in the field that the sets were fabricated incorrectly. Amtrak Engineering modified one set of rods in the field to make the fix and sent the other set back for modifications. The set of rods sent out for modifications was received back and is now installed. **Signals are still in design phase.**

Overbuild Structural Issues

2 N Riverside –Ownership of the Track 0 area has been settled with 2 North Riverside providing title to CUSCO. CUSCO has agreed to remove the damaged section of plenum that will allow the remediation of the clearance issue at the switch location. Amtrak Engineering is generating a proposed plenum removal scope and budget for submission to Metra. Amtrak has placed an internal Capital Request for funding their share of the overhead plenum removal. Amtrak Engineering will provide Metra with an update as to the amount of funding committed to date. There is some misunderstanding regarding status of funding for removal of plenum over the 352 (lap) switch. Amtrak has requested funding for their portion of the cost estimated at approx. $500,000. Metra feels that any costs associated with plenum removal should be covered with monies remaining from the original LSI project estimated at approx $2,000,000. Since 352 lap switch was an integral part of the original design and project, funding needed to make this switch operational should take precedence over switch machine replacement. Metra stated that the RTA has a meeting in June and they expect an approval for matching funds on the plenum removal project. Amtrak will review the agreement with 2 N. Riverside regarding restoration of the plenum at a new height. Amtrak Engineering stated that the design is done but needs to be updated for a proper bid spec. RTA is scheduled to review the grant status at the June 29th meeting. Metra stated that the construction management fees were included in the grant language. RTA Board has approved the money needed for project to move forward**.** New design is needed, and Amtrak will include Design as part of work so that existing Contract can be used. Metra to contact Troy to finalize means of funding. This will free up rest of money for switch replacement. Money has been freed up for switch replacement. $2.7 million identified for projects. Plenum removal necessary for operation of Lap switch has been identified as a priority item. Ron Blaine has asked for a contact at Metra in order to work through bid docs and construction. Formal bid still required. For #352 Lap switch, Plenum needing to be removed is about 250 feet by 50 feet. Metra has rejected idea of doing any of this work in house, or hiring contractor directly. Metra has necessary funding in place for Amtrak to begin work, but current Contract does not specify provisions for Design. Amtrak will attempt to include Design function as part of Construction in order to proceed. Lake Street Interlocking - 2 North Plenum Demolition Project Design received final approval on May 30. Amtrak Engineering has determined who the buyer is, and has sent them an email asking them to contact them to go over the project in order to begin the process of hiring the designer. Amtrak now has documents signed by Metra CEO authorizing Amtrak to move forward with the Design phase of the Plenum removal. Documents are now at Amtrak Legal awaiting signatures. Metra waiting for fixed facility agreement. Amtrak has been given the notification to proceed. A timetable for the project is forthcoming. A preliminary inspection took place on Sunday, August 24th. Inspection and measurement for plenum removal has already taken place. Design is 90% complete. Should be done by 10/17. Ron Blaine is Amtrak's point of contact for the project. A meeting/teleconference was held in mid-December with Metra, Amtrak, and Contractor. A follow-up teleconference was held on January 14th. It appears that the work may require 4 or more station tracks out of service at one time. Metra favors completing work between 9:45 PM and 5:00 AM, Amtrak has been pursuing the possibility of removing 4 tracks at once between four weekends, Friday night to Monday morning. Further discussions will be held prior to resolution. Amtrak believes that Contractor's original proposal included approximately 4000 square feet of unnecessary plenum removal. Estimated cost range for work is from approximately $290,000 to $500,000 depending on agreed to project hours. Paul Sanders with Amtrak and Wally Kruce with CBRE are reviewing the 2 N. Riverside legal documents to determine Amtrak's liability exposure. Amtrak currently has a full set of design drawings. A meeting was held on Thursday, 5/21, which was attended by Amtrak Engineering, Amtrak Customer Service, CBRE|U.S. Equities and members of the 2 N. Riverside ownership team. At this meeting it was agreed upon to move forward with the process to extend the Plenum Agreement between 2 N and Metra/Amtrak by 12 months. All those in attendance agreed that this could be done with a simple one (1) page amendment that simply extends the term. Amtrak Legal and Metra Legal received and reviewed the amended Plenum Agreement in June from 2 N. Riverside ownership. A recommended change to the document was agreed upon by both Amtrak and Metra Legal and was returned to 2 N. Riverside for consideration on June 19, 2015. 2 N. Riverside has not yet commented on the recommended change. A condition of implementation requested by 2 N. Riverside is the completion of an impact survey. Amtrak Engineering (Ron Blaine) was to have completed the survey in June. The site plan was submitted to 2 N. Riverside by Amtrak Engineering. The Plenum Agreement has been reviewed and has received initial approval by Metra, Amtrak and 2 N. Riverside. However, signatures are waiting until final legal review has been completed by all stakeholders' legal departments. Charlie Harrison of Metra Legal forwarded copies of Final Plan Set and Specifications for final submittal to Gary Rose of 2 North on Mon. October 5th. A Conference Call was held toward the end of October. **Correspondence between Charlie Harrison and Ron Blaine on February 2nd indicates that air and vibration monitoring will need to take place to satisfy 2 N. Riverside. Specifics for accomplishing this need to be determined. Will need to find window to schedule work with Adams Street and 222 South work about to begin.**

Madison Street Kiosk – JLL has received complaints of poor lighting, missing ceiling, graffiti, and general dirty conditions at the entrance. JLL and Metra worked together to solve the stair and roof issues. The finish items related to ceiling and painting have been scoped on an architectural plan that JLL is bidding. Final pricing will be completed in time for a spring start. JLL has additional pricing coming in. Based on the previous bids Metra has funding available to move forward. JLL to provide updated pricing at April meeting. Budget price received of $95k. RFP has been issued with final pricing due in May. Bid analysis will be delivered to Metra as soon as complete. JLL emailed the bids and bid analysis spread sheet to T. Matteson at Metra. Caulking had been applied to stairwells, and cut into treads. In response to Collapse of sheeting over 5-7 platform stairway, contractor had been removed from property. JLL to look into preventive measures to address potential future problems. U.S. Equities requested and received a breakdown of labor and material costs for the three contractor bids. This breakdown was emailed to Metra the day before the meeting. If the project needs to be value engineered, U.S. Equities will organize the effort to do so. Also, U.S. Equities was under the impression that Metra had $95k available to complete the project, however those funds are not available. Per Metra's direction, all maintenance and repair work in the Kiosk must be contracted through the 10 S. Riverside owner. Historically, this work was completed by the CUS facility manager and billed to Metra. Therefore, U.S. Equities will now coordinate the repair agreements between Metra and the 10 S. Riverside owners. Please note that 10 S. Riverside buidling is scheduled to be sold on October 17th, and U.S. Equities is in contact with the new owner's agent. Question was raised in September meeting regarding the $95k figure – Glen Peters was to check on this. U.S. Equities and Amtrak met with 10 S. Riverside's new owner on 11/14. The new owner was agreeable to work with U.S. Equities to make repairs to the Kiosk. U.S. Equities met with 10 S. Riverside (10SR) ownership regarding the ongoing improvement/repairs needed at the Madison Kiosk. U.S. Equities communicated to 10SR that Metra is unable to pay CUS/U.S. Equities to complete any repairs to the Kiosk because Metra's lease agreement for this asset is not with CUS/U.S. Equities. Therefore 10SR would need to complete any improvement/repairs itself and invoice Metra directly. Per the meeting, 10SR is willing to do this but is concerned about timely work order approvals and a timely invoicing process. A solution to this concern, proposed by U.S. Equities, is to establish an annual force account for the Kiosk's estimated maintenance budget funded by Metra and held by 10SR. The proposed force account was shared with Metra's Alvin Terry on Tuesday, 3/4 and U.S. Equities is waiting for feedback. Metra completed a walk-through of the Madison Street Kiosk on Monday, 3/17, with the Kiosk's landlord, 10 S. Riverside. The purpose of which is to assess the current state of the structure so that plans can be designed for repairs needed. U.S. Equities joined this walkthrough as an observer. Metra Engineering has completed a design scope to make cosmetic improvements to the structure. 10 S. Riverside, the Kiosk owner, will bid and contract the project work, under the oversight of Metra and USE. Metra has approved the work to complete the repairs of the Madison Street Kiosk. Final construction contract will be signed by Metra when a "not to exceed" clause or its equivalent is accepted by the general contractor. Painting and drywall work will be completed before frigid winter weather begins. All stairways will remain open during work. A majority of the stone and masonry work will occur in the spring as weather allows. Metra has seen an increase in project cost and is waiting for scope clarifications from GC to justify the increase. Revised bid scope to include railroad insurance. **Metra is negotiating a not to exceed price with Contractor before major work is complete. Metra Board has approved project and its funding. Metra Real Estate hopes to have this project completed in the Spring and Summer of 2016 but cannot fully commit to this schedule.**

V.S. Oppenheim
Exhibit 1
5 of 10

Train Shed Overbuild Inspection – JLL retained Klein & Hoffman, a structural engineering firm to conduct a visual inspection of the overbuilds from Randolph St. to Taylor St. Final report was sent to Air Rights properties on October 3, 2011, cement found on Metra engine originated from the 120 South Riverside Overbuild. 10/120 temporary work has been completed. Plaza restoration on the 10 S. Building have been completed. Work on the 120 S. Riverside Plaza will begin in the Spring. The hammer sounding work under the atrium section south of Jackson is completed. Temporary repairs to the City owned section of Canal over Track 2/4 have been authorized by Amtrak. During the repairs ACM was discovered and was abated. Replacement of the missing canopy sections is scheduled for April. Adams St. hammer sounding is complete. 300 S. Riverside is forming the repaired columns to except the cement fireproofing as a part of their repairs. Repairs to Canal St. 2 to 3 weeks of work remaining. 300 S. Riverside work continues based on track availability. Atrium area west of 300, roof repairs are scheduled over platforms 14/16 & 18/20 for next week. Roof repair on atrium completed last week. JLL will obtain pricing on updating the over build structural inspection for this fall. U.S.E. to look into more aggressive inspections to address other crumbling issues, moving from a reactive to a pro-active approach. U.S.E. will obtain updated pricing from Klein & Hoffman to update the overbuild structural inspection this fall. Klein & Hoffman began the inspection of the 10 & 120 S. overbuild. Due to the availability of track time and flagman, the final report will be completed by December 2013. USE will continue to work toward determining an appropriate inspection cycle to pro-actively identify and repair problem areas. Klein & Hoffman inspections were delayed and so the final report are not yet complete. The report should be completed by the end of January. As communicated in last month's meeting by U.S. Equities, initial reports indicated multiple imminently hazardous conditions under the Old Post Office. Due to this issue, Amtrak legal arranged a walkthrough with the City of Chicago's Building Department, Chicago Fire Department, the Old Post Office's property manager and the Old Post Office's structural engineer, Mueller & Associates. Mueller & Associates is arranging to complete its own train shed condition report through Amtrak Engineering. In December a U.S. Equities contractor hammer sounded imminently hazardous conditions under the Old Post Office. U.S. Equities has received the final draft of the report, and after review and approval it will be sent to Metra. There has been additional concrete falling over 1-3 and 2-4 platforms as well as Track 18. USE addressing all issues in K&H survey and following up with CDOT. U.S. Equities will continue to monitor issues with Expansion joints on West Side and Jackson St. Bridge and report to CDOT. U.S. Equities completed two nights a week of proactive hammer sounding during the month of April, and will continue this schedule in May. U.S Equities also completed concrete repairs on the North Service Platforms last month. U.S. Equities completed two nights a week of proactive hammer sounding during the month of May, and will continue this schedule in June. On Friday morning, 5/23, a large piece of concrete fell on Platform 1 – 3 from the Canal Street overbuild. As a result, Track 1 & 3 were closed from 5/23 to Monday, 6/2, for a "hands on" structural engineer inspection and hammer sounding by a contractor. A meeting was also held on Wednesday, 5/28, with CDOT, Amtrak and U.S. Equities to discuss the condition of the Canal Street overbuild and the steps to ensure safety in the future. Metra Mechanical advises that the falling concrete struck the roof of Locomotive 426 and caused between $30,000 and $50,000 damage to fan and housing assembly. The construction of the canopy over Passenger Platform 1/3 has been approved and the funding source for the work is being finalized. Amtrak's counsel has sent a letter to the City of Chicago demanding it make repairs to the Canal Street Bridge. The letter also states that if the City does not repair the Canal Street Bridge, Amtrak shall do the repairs itself and pursue reimbursement from the City. 222 South Riverside work is starting to rectify problems with Plaza. Initial work taking place in McDonalds space. Watertight lid is needed and concrete needs to be replaced where removed. Some plenum replacement also required. Work to remedy Track 2-4 platform problem has already begun. Design for 1-3 canopy is complete and work will be going out for bid next month. Overnight Track windows are planned for the 1-3 platform canopy work. **Labor organizations have expressed safety concerns regarding the ongoing problem of falling concrete. Metra is looking for regular documentation of hammer-sounding and any other measures being undertaken to correct the problem. Bids have been received for 2/4 Canopy repairs and a contractor has been engaged Work will occur while CDOT is completing Bus Terminal Work. Track 1/3 Canopy construction contractor has been engaged and work will be completed in coordination with Adams St Bridge Work.**

Completed Hammer Sounding in the following areas in January:
1/8/16 – Track 1/3
1/14/16 – Track 18/20 (Inspection after plenum incident)
1/15/16 – Track 1/3
1/22/16 – Track 1/3
1/26/16 – Track 2/4 (Clear and secure netting)
1/29/16 – Track 2/4 (Normal hammer sounding investigation and completed debris removal)

CBRE will have the CUS base building engineer complete an updated Condition Assessment Report of the Train Shed in the coming months. Passenger Platform 1/3 Canopy construction is scheduled to begin March 7th by CBRE contractors. Metra has approved this work to happen on first shift 6 am to 3 pm. Tracks to be in service for PM rush. This work will take approximately 10 weeks at Track level.

Adams Street Bridge: In early November, delaminated concrete was found under the Adams Street Bridge in the netting over Track 5/7. U.S. Equities had a contractor clear the netting and hammer sound the surrounding area. U.S. Equities has scheduled a contractor to hammer sound the the Adams Street Bridge in November. On Monday, November 18th, a second meeting was held at the CUS Control Center to discuss the Adams Street Bridge project. The project is now expected to begin in 2015. The schedule is TBD. CDOT has indicated that Track outages should only be necessary on nights and weekends. Inquiries concerning project are to be handled through Amtrak Engineering (Earl Watson) in Philadelphia**.** Demolition is anticipated to start in August 2015. ComEd has contacted Mead Electric to move ComEd Distribution line over 1-3. Line has to be moved before demolition can begin. Line cannot be moved during Air Conditioning season. Late start may require additional provisions for coverage if project runs into the Winter months. Amtrak Engineering attempting to meet with CDOT for updates. The relocation of the Adams Street ComEd work is complete. Additional work to take place behind ticket office (completed). **Consensus was that canopy and drain projects on Track 1/3 should not be delayed for bridge. Additional work at 222 S. Riverside may take place concurrently. Track level work will begin mid-February. It was agreed that Trains will spot on weekend closures at the 1st pillar. Standing meeting is in place for all stakeholders at Control Center every Thursday at 10:00am.**

Transportation Issues

- **Methods For Providing Amtrak With Simplified Version of FRA Materials –** Amtrak is asking Metra to review methods for providing Amtrak with a simplified version of FRA – required crew and consist information for Metra trains operating on Amtrak right-of-way. An internal audit by Amtrak identified this deficiency and is urging Metra to comply. Metra has prepared a spread sheet which will show required information for all trains once filled in. Metra has agreed to provide information on a daily basis for Amtrak to fill in. In lieu of that, Metra has also offered to fax copies of individual Crew Reports for each train which have all required information. Amtrak insists that it is Metra's responsibility to provide the required information in a complete and usable format. Further discussion will be needed before issue can be resolved. Amtrak states that current method of providing materials does not meet FRA requirements. Amtrak transportation will send Metra transportation a letter to that effect. Metra still contends that information provided meets the criteria and it is up to Amtrak to compile the information as they see fit. Amtrak is obtaining an official opinion from the Rules Department. Metra Rules is waiting to hear back from Amtrak as to whether the FRA will accept the submittal. R. Oppenheim advises that CN, CP, and NS get the same information in the same format that Amtrak gets. D. Rodriquez has indicated that there is a possibility that when the new Alstom Dispatching system is installed sometime after July 1st, it will be compatible with the system used by Crew Management, and some form of electronic transmission of data might be possible. Amtrak understands, but stated the information is still non-compliant. Amtrak stated that the new SWS Crew sheets meet the criteria. Also looking at 'Clearpath' which is a crew and consist version of the COPS system for solution. Amtrak Terminal Display is now available on COPS. All Dispatching Desks at CCF have been converted to and are operating on the new system. Inclusion of Crew data has not yet been addressed, however some desks are generating delay reports through the system. BNSF inquiring about obtaining OTP data directly from ARINC system. Amtrak has agreed to make modifications requested by BNSF to enable a Data exchange when possible. Amtrak will need to obtain BNSF IT specs to continue. Amtrak close to automating freight data collection for Michigan Line and 21st Street. Phase II with data exchange through CAD system projected for 2016. BNSF and Amtrak also exploring use of Clearpath for data exchange. Metra is currently providing UP with crew and consist information for Heritage Corridor trains. Technology advances will continue to concentrate on Michigan Line for now. Tests taking place with NS for Michigan Line operations. NS waiting for Atlanta to hook up. Metra currently sends SouthWest Service markups to NS. Amtrak has indicated that NS has experienced difficulties with Clearpath. **Metra has completed spreadsheet for both weekday and weekend Operations data compilation. Amtrak to provide fax press number for forwarding daily information which will then be compiled by Amtrak.**

General Building Issues

Emergency Evacuation in Basement Areas – Metra is requesting that the stations First Responders be retrained in proper area inspection procedures. Poor response was noted during the engine fire incident on Track 3. JLL distributed the consultants report from the basement drills that occurred on August 6th. Poor performance was noted in the basement uniformed areas. JLL will investigate a video training program. Next scheduled drills will be conducted in the presence of the Chicago Fire Dept. Amtrak has supplied copies of new exit signage floor plans. Additionally an Amtrak Supt. Notice was issued to cover the evacuation procedures. BNSF and Metra will also issue notices. JLL will schedule additional drills in the next quarter. A representative from the UTU has asked to witness the next drill. Amtrak will provide prior notice to them. Next drill scheduled for week of February 11th. UTU representatives were embarrassed by the non-participation. Amtrak will provide Metra with a copy of the drill report. JLL distributed copies of the report. JLL is developing an on line training portal for Station Service personnel. Completion is expected prior to the fall fire drills. JLL hoping to have on line training portal completed prior to the August meeting. Due to management transition, the on line training portal is still in development. It is not expected to be completed prior to the fall drills**.** Drill held in January**.** Follow up on June 4th revealed some issues with annunciation – announcements to some rooms need to be fixed. Another drill to be held in next couple of months. Modifications to the CUS Basement Alarm system have been made. Completed on Tuesday, 10/21. All Metra and BNSF employees present participated in the drill. Annunciation system is now louder and was heard by all in last drill. No crew members raised Hours of Service concerns during last drill. Last drill coordinated by CBRE|U.S. Equities on 4/22 was a success with about 26 participants**.** Drill was held on Thursday, October 29th with representatives from Amtrak, CBRE, BNSF, Metra, BLE, UTU as well as Chicago Fire Chief all attending. Trainmen cooperative for most part. It was discovered that alarm in the men's bunk room had been disconnected. CBRE promised to address. A method to allow First Responders who would not have key cars access is being sought. CBRE to follow up on this and send letter to Metra and BNSF to be passed on to Unions regarding tampering with Alarm system. **Audible alarms in rest areas have been secured so that they are not tampered with, and access has been given to first responders to the Crew Base area if an emergency occurs. Next drill in Spring.**

CUS Concourse Heat – U.S. Equities is working with a mechanical engineer to reactivate the steam heaters in the Concourse ceiling using the high pressure steam service used to deice Amtrak trains. USE received feasibility study confirming that such use is possible. Design needed for further work. Contractors are working the CUS Concourse in May and June repairing and making modifications to the existing equipment to improve performance in the winter. Future possibilities discussed include air-curtains or high-power doors. USE's inspection of some of the electrical boxes have revealed some problems which will be corrected insuring that more heat will be coming into the Concourse area this winter. Completion expected in January 2015. New HVAC equipment has been installed. Metra and Amtrak are finalizing a Winter Operations Plan for CUS that will reduce infiltration of cold air into the station. Amtrak looking into installing revolving doors in some areas. BNSF inquired about more heat for the Track 4 glass house. Normal concourse operations began March 15th. Amtrak working on identifying a funding source for door replacement/repair to take place prior to next winter. A discussion took place involving the CUS Cab Court North/South Doors not being available for regular public use. BNSF and Metra would like to have the doors open for public use on a daily basis. Amtrak prefers to have them not open to the public to reduce pedestrian/passenger traffic on the Cab Court drives, which is an active driveway for deliveries. HVAC & Door improvements are in final stages of design. New Track Doors will be installed by mid-November. Track doors to have key card access ability. Plan calls for 37 additional ceiling heaters producing @ 2 million more BTUs. Installation expected late November to early December. Some project scope changes were anticipated. **Some concerns regarding control of new track doors were expressed. Programing the automatoic doors has been reviewed with Metra and BNSF. Implementation of Metra/BNSF doors will not happen until final review by stakeholders. All but two of the platform doors have been replaced and 80% of the new Concourse heating system has been installed. New Concourse cabinet unit heaters have been installed with good recovery at 0 degrees when doors are kept closed.**

Amtrak/Metra FFA Issues

- **Station Capital Financial Allocation Discussion –**No independent meetings are currently scheduled, however, Amtrak Engineering's request to rebuild the Harrison St. Interlocking may kick off the process. HLI Interlocking rebuild project is estimated at $74 ML Amtrak Engineering will send a formal request for participation to Metra. Metra has requested a 5 year plan. D. Klouda has provided J. Lorenzini of Metra a formal request for Capital to fund both station and track side improvements. Metra Finance Dept. will contact T. Mason of Amtrak Engineering to coordinate the requests. T. Mason has sent a five year plan to J. Lorenzini. South Side turnout replacements should be on a two year plan and separate from the five year effort. Amtrak's 5 year plan includes 6 turnouts for Harrison Street and 6 more for FY 2014. Amtrak would like to move forward with installation. Switch replacement was scheduled to begin in September. Eight switch machines have been installed. Work will resume in spring replacing turnouts and switch machines. 22 switch machines on order. Amtrak to start digging in pipe. Amtrak anticipates installing 12 new machines (on 6 new turnouts) before September. Piping and cable are currently being worked on. David Simmons and Troy Mason will discuss potential amendments to fixed facility agreement for use of remaining $2 million for 2014. Amtrak will be able to fund their portion of the Harrison Street installation with their own funds. For Metra's share of both Harrison Street and Roosevelt projects, Metra has asked that Amtrak provide a formal letter requesting Metra's portion of the funding. **Agreement went to** Metra CEO beginning of June and has been signed. **South side work for next year planned for switches 120, 048, and other end of 10. Amtrak looking for replacement of 6 additional switch machines at Roosevelt and trenching for new cables. Metra would like to obtain costs for 2015 Harrison Street work to determine amounts left for 2016 projects. Any amounts left from 2015 could be applied toward 2016 work. Amtrak Engineering has preliminary plan and will be sharing with Metra to confirm its contribution. Troy Mason needs letter delineating costs with formal signature.**

OTHER BUSINESS ITEMS

- **Control Center staffing –** Class of 8 new Train Directors are back at Control Center for 1 week, then back to Wilmington for 4 weeks. 5 new Directors will wind up offsetting recent vacancies/retirements. Amtrak looking to start a new class in February for June 2015 start. Approval for 6 more trainees has been approved. Have a new hire group with training classes scheduled to begin on April 6th. Amtrak also pursuing additional managerial staff for Control Center. **New Labor agreement has enabled Amtrak to meet current staffing needs.**
- Metra looking for a protocol to be set for quickly obtaining the assistance of Amtrak Police officers to assist in crowd control during Service Disruptions. Follow up meetings have been held. Amtrak, BNSF, and Metra will continue to move forward toward establishing a uniform protocol for service disruptions and other situations likely to produce crowding. BNSF had side discussion with their police and they are on board. **Follow up meeting (conference call) planned for March 2016. Amtrak Police protocols are essentially in place. Input from Metra, and BNSF will be discussed in the meeting when it is held. During service disruptions, Metra has agreed to add instructions to passengers to go directly to Great Hall as part of Service Alerts sent out.**
- Investigate possibility of platform camera feed to Metra offices (similar to former 222 South Riverside arrangement). A "view only" camera feed of the Platform cameras has been approved by Amtrak Emergency Management and Corporate Security. The setup cost per PC is $750, with an ongoing annual licensing fee of $425 per PC. **CBRE|U.S. Equities has made contractor available to complete installation. IT, CBRE to get update.**

OTHER BUSINESS (continued)

- **Handrails** – CBRE|USE is in process of gradually replacing handrails as its operating budget allows. Expect to replace 1 or 2 in next 3 months**.** CBRE|USE contractor has replaced the 24/26 Cargo Ramp hand rails. **No additional handrails will be replaced this fiscal year. Will continue to monitor conditions, resume work in Spring of 2016.**
- USE to send Metra a Maintenance Schedule for Cleaning Track Beds and Platforms and bids to Contractors for repairs to Mail platforms. Winterization of Track beds continues. Tracks 2-4-6 completed. Will continue to work on South side, then North. Temperature must be above 20 degrees for cleaning process to continue. Monthly walk throughs to be established with Amtrak, CBRE/USE and Metra**.** Work primarily on South Side, will work on moving to North. Grease and sand on Tks 9-11-13 to be addressed. **Continue to schedule weekly power washings. Will monitor and review work being done by outside vendor.**
- **SWITCH 210 -** A section of the drain pipe servicing Switch 210 has collapsed. Due to the location of the collapse, the drain pipe needs to be either sleeved or excavated. CBRE|USE is in the process of seeking a design to fix the collapsed drain**. Repair will be made during Track 1/3 Canopy work.**
- **Poor radio communications with trains on North side. –** Metra Communications Supervisor Tom Zdanky met with Amtrak technicians and was told communications on Channel 13 also problematic and not much better than 44. Materials for improvement are on hand but not installed. Metra to pursue a cooperative installation of what is needed to improve radio communications on both Channel 13 and 44. Tom Zdanky was to contact Joe Glass for further planning (antennae, cabling). Wi-Fi antennae at Track 19 previously disconnected has been reinstalled? Need for improved radio communications underscored by PM rush hour meltdown on Friday, May 1st when switch 235 failed. Metra shared that it is still having an issue with background noise and that there is a dead spot on the North Side**.** FCC licensing from Metra allowing Amtrak's use of Channel 44 was sent to Greg Godfrey on June 2nd. Amtk awaiting similar authorization from BNSF? **CUS North was unable to communicate with trains on North side during PM rush Grade crossing malfunction on Fri. Jan 29th and Mon. Feb. 1st. A blow fuse discovered? Ray Weinel indicated that he has a vendor supplying ports that will help the overall system. Ray does not need anything further from Metra unless improvements to parts of the Metra system are necessary.**
- **Communications via Text between Amtrak Control Center and Track 19 – Track 4.** This will require new Communication Panels "Vega" at both Track 19 and Track 4, @ $3000 each. **T. Zdanky of Metra Communications department has indicated that it appears possible at this point, but before granting approval, would like to be sent an E-mail with specific details of what is to be installed, and exactly what the cost to Metra will be. Tom did not recall receiving this information. Will proceed once it is received. Ray W. to get information to Tom Zdanky.**
- **PTC discussion held last month.** Monthly discussions continue. Greg Godfrey with Amtrak mentioned that good progress was made and that another eight hour meeting was scheduled during the month of February**.** BNSF anticipates their PTC to be operational by the end of 2015. Amtrak to use wi-fi as initiatior for PTC. BNSF did additional testing of fiber connections at Lumber St. in July**. BN continuing with fiber connections.**
- **Lighting under new Post office Track 48 has been cleaned and wiring replaced. Relamping of track areas continues – most recently between Randolph and Washington. – New lighting installed on North side under overbuild is excellent. Lighting like this installed elsewhere in terminal would be ideal. This has been emphasized by Metra Labor-Management groups. CBRE to obtain designs for 150 North lighting to determine costs for widespread installation.**
- **Re-location of GB office. Move took place Friday, January 22nd. Crews have expressed concerns regarding the warning signs of asbestos and dust along the path to the new Office.**

NEW ITEM - Investigate possibility of "hot line" to report and document trains that are not plugged in when they should be. Because something of this nature was promised to EPA during our last meeting, Metra management is promoting implementation. Ray Lang to take lead in this endeavor.

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DATE: **May 5, 2016**

TO: **Distribution**

FROM: **V. A. Flores, Director**
Chicago Union Station District

SUBJECT: **Monthly Amtrak/Metra Meeting Minutes**
May 5, 2016 **ADD ROSS FULLER TO DISTRIBUTION LIST**

The monthly Amtrak/Metra meeting will be held on ***Thursday, May 5th, 2016 at 9:00 a.m.*** at the Amtrak – Control Center Conference Rm. 100 at 500 W. Jackson **Conference Room Call-in Number – (866) 209-1307, then dial 123400#.**

Diesel Exhaust Issues

Old Post Office Building – Owners of the property are International Property Developers. Fire system has been disconnected and drained. 24 hour security was restored in March**.** The mail dock area is still subject to heavy leaking. One of the east side diesel exhaust fans caught fire on Feb. 17th. The CFD attempted to utilize the standpipe system without success. The fire was extinguished using hand pumps and portable extinguishers. The building had another fire on July 28th. IPD had a mechanical contractor repair the stand pipes per CFD. The city's legal action involves life safety violations and is being pursued through the County Courts. Amtrak's suit is moving forward through Federal Court. Amtrak attended a January meeting between the City of Chicago and IPD to track their progress on the life safety items. IPD admitted that 1 fan was out of service and has committed to repair it within 30 days. Amtrak Engineering placed IPD on notice that if they contemplate the replacement of any track exhaust system they would need to comply with the current over build specifications. Amtraks' Federal law suit has been decided and the court ordered a consent decree be imposed on IPD. The decree states that they will run all their exhaust equipment 24/7/365. They have also been directed to allow Amtrak access for testing the equipment on a quarterly basis. The results of the first test indicated that 2 fans were running, but only at about 50%. The test results were sent to Amtrak Legal. Per their consent, U.S. Equities contractor tested the fans in September. The test's written report has not been issued, but USE will forward a copy before next meeting for distribution. Terminal meeting to explore additional monitoring of switching from Loco power to Ground power while in CUS. April tests indicated that one of the eleven fans was running at 50% of design capacity. The other 10 are working properly. Amtrak's outside legal counsel appeared in Court for status on the City of Chicago's case against the Old Post Office owner on Wednesday, 10/1. It was discovered that little, if anything, was being done to maintain the Old Post Office. The Old Post Office owner confirmed that it is spending most of its time looking to lease and/or sell the property. The Old Post Office continues to attempt to repair its one underperforming diesel exhaust fan, and it indicates it is an issue with duct blockage. Fire in Diesel Exhaust Plenum end of November – Preliminary investigation indicates fire started in fan housing. CBRE-USE arranging for inspection of all fans. CBRE|USE's contractor has completed tests on 10 of the 11 fans. The fan damaged by fire in November 2014 has been repaired and the contractor is being scheduled to retest it. Fan is now operational. The Chicago Fire Department and the City of Chicago Buildings Department inspected the building in May and found 2 of the 11 fans not running**.** The regular inspection of the diesel exhaust fans was completed in June by the CBRE|U.S. Equities contractor. One (1) of the Old Post Office's eleven (11) exhaust fans was operating at 47% capacity. CBRE is waiting for a repair timeline from the Old Post Office for its exhaust fan that is operating at 47% capacity. The Old Post Office gave notice to CBRE that repairs were made to Fan 5b. CBRE had its vendor re-test the fans and found better results for 5b but Fan 5a is now operating well below capacity. The City of Chicago's Department of Planning and Development has approved the seizure of the Old Post Office through eminent domain and is in the process of soliciting a new developer for the project. Anticipate changing Developers by June. CBRE has investigated the option of an indicator panel for fan operation. May require cooperation of overbuild properties. **CBRE is working on a design using a low pressure switch to confirm if exhaust is operating. CBRE is engaging a mechanical engineer to further test the fan system. Given that the City is pursuing eminent domain, Amtrak and CRBE will continue to closely monitor these fans. Amtrak has the ability to file emergency motions for contempt in both Illinois state and federal courts if we see any failure by the Old Post Office to maintain fans.**

10 & 120 S. Riverside: U.S. Equities received the Test and Balancing report for 10 & 120 S. Riverside. The report indicated that 10 S. Riverside's South Exhaust Shaft is pulling 39% of the CFMs it was designed for due to a fan not running. It also indicated that 120 N. Riverside's North Exhaust Shaft is pulling 49% of the CFMs it was designed for due a fan not running. Test results from April indicated fans were running at 90% or greater of design capacity. U.S.E. will be testing the fans again in the fall. USE is scheduling Diesel Exhaust Fan tests of overbuild buildings in October and November. Metra has expressed concern regarding excess diesel exhaust fumes on Tracks 1, 3, and 5. Amtrak is investigating procedural and Schedule Agreement changes that would allow Train Crews to plug in and unplug their own equipment. CBRE|USE's contractor has completed tests and 10&120SR fans are running within tolerance**.** 222 S. Riverside is under new ownership and CBRE|USE is scheduling a meeting with its management to confirm that the owner is operating its exhaust fans in the reverse direction to give a greater positive pressure in the CUS Concourse. CBRE/USE was to meet with 222 S. owners and document their understanding of what needs to be done. CBRE/USE along with Amtrak legal has engaged in further communications with 10 & 120 South Riversides management groups. Per the last CBRE|U.S. Equities inspection, all fans at 10 & 120 S. Riverside are running within tolerance. On Monday, June 1st, CBRE|U.S. Equities received reports of diesel exhaust in the CUS Concourse. As follow-up to this report, the CBRE|U.S. Equities team investigated the operations of the 222 S. Riverside diesel exhaust fans. It was found that two (2) out of the four (4) were not operational. Wally Kruce communicated to the 222 S. Riverside GM, Dean Cichon, that this was unacceptable. Mr. Cichon indicated that all the fans were to be turned on. All Exhaust Fans now running within tolerance. Metra requesting that an indicator light panel for these fans also be looked into. CBRE looking at Design and will then submit to Amtrak for funding allocation. Following falling of approximately 10 linear feet of plenum on Platform 1-3 in early September, and over Track 13 late August, USE pursuing full plenum inspections in addition to ongoing hammer sounding. 2-4 Platform netting has been extended and additional netting may be used. Preventative exams take place every Friday. As a result of EPA testing, EPA has sent letters to Building owners. **No new issues with 10 & 120 S. Riverside. Diesel Exhaust Plenum Pressure sensor system is in the process of preliminary design. The goal of system is to have real time data to indicate the operation of all overbuild diesel exhaust fans. ESD Mechanical Group finalizing preliminary plan.**

Engineering Issues

- **Lake Street Interlocking Signals –** Amtrak plans to install the new style (LED) signals in the North and South Interlockings. North Side is complete. Amtrak Engineering is focusing on the switch and track work at Roosevelt. At 21st Street, inbound signals 804 and 805 (NS 1 and NS 2 on cantilever) have been replaced with LED signals. Only signals remaining to be changed is the outbound units at Polk St. Amtrak Engineering will schedule the Polk St. Signal change to be completed by December. After Polk St. there will be 6 remaining units. Track design is required to change out the remaining 6 units. Design is in progress and being performed by the Philadelphia Engineering dept. Amtrak has 6 new turnouts on hand and 6 more on the way for installation on 0-track and 1-track. 20 LEDs are expected to ship Friday, 8/8. Amtrak Engineering is working on Polk Street signals. No progress yet on installing the retrofit kits for the Lake Street Interlocking. Amtrak Engineering is also working on the transition from air to electric switches from Harrison to Roosevelt including installation of 6 new turnouts. These new electric switches have already been purchased. Troy Mason said no additional funds are available for new switches, so Troy asked Metra if an opportunity exists to modify Facility's Agreement to have Metra support this cost. Designs for new LEDs must go through Philadelphia. Troy Mason indicated that Amtrak will be able to provide funding for the Harrison Turnouts. Funds will be available in FY16 for Roosevelt Machines. Tammy Matteson and Troy Mason will discuss percentage split. Amtrak to make formal request to Metra for participation. Lake Street interlocking is ongoing. Dave Leahy was concerned about derail at Roosevelt and Frank Devries with Amtrak Engineering responded that two sets of custom rods (one as back-up) were made to complete the repair, but it was discovered in the field that the sets were fabricated incorrectly. Amtrak Engineering modified one set of rods in the field to make the fix and sent the other set back for modifications. The set of rods sent out for modifications was received back and is now installed. **Ray Weinel is working with his Amtrak Philadelphia contacts to get movement on this project. Separately, Metra stated that they have not been billed for last year Harrison's work and other work.**

Overbuild Structural Issues

2 N Riverside –Ownership of the Track 0 area has been settled with 2 North Riverside providing title to CUSCO. CUSCO has agreed to remove the damaged section of plenum that will allow the remediation of the clearance issue at the switch location. Amtrak Engineering is generating a proposed plenum removal scope and budget for submission to Metra. Amtrak has placed an internal Capital Request for funding their share of the overhead plenum removal. Amtrak Engineering will provide Metra with an update as to the amount of funding committed to date. There is some misunderstanding regarding status of funding for removal of plenum over the 352 (lap) switch. Amtrak has requested funding for their portion of the cost estimated at approx. $500,000. Metra feels that any costs associated with plenum removal should be covered with monies remaining from the original LSI project estimated at approx $2,000,000. Since 352 lap switch was an integral part of the original design and project, funding needed to make this switch operational should take precedence over switch machine replacement. Metra stated that the RTA has a meeting in June and they expect an approval for matching funds on the plenum removal project. Amtrak will review the agreement with 2 N. Riverside regarding restoration of the plenum at a new height. Amtrak Engineering stated that the design is done but needs to be updated for a proper bid spec. RTA is scheduled to review the grant status at the June 29th meeting. Metra stated that the construction management fees were included in the grant language. RTA Board has approved the money needed for project to move forward**.** New design is needed, and Amtrak will include Design as part of work so that existing Contract can be used. Metra to contact Troy to finalize means of funding. This will free up rest of money for switch replacement. Money has been freed up for switch replacement. $2.7 million identified for projects. Plenum removal necessary for operation of Lap switch has been identified as a priority item. Ron Blaine has asked for a contact at Metra in order to work through bid docs and construction. Formal bid still required. For #352 Lap switch, Plenum needing to be removed is about 250 feet by 50 feet. Metra has rejected idea of doing any of this work in house, or hiring contractor directly. Metra has necessary funding in place for Amtrak to begin work, but current Contract does not specify provisions for Design. Amtrak will attempt to include Design function as part of Construction in order to proceed. Lake Street Interlocking - 2 North Plenum Demolition Project Design received final approval on May 30. Amtrak Engineering has determined who the buyer is, and has sent them an email asking them to contact them to go over the project in order to begin the process of hiring the designer. Amtrak now has documents signed by Metra CEO authorizing Amtrak to move forward with the Design phase of the Plenum removal. Documents are now at Amtrak Legal awaiting signatures. Metra waiting for fixed facility agreement. Amtrak has been given the notification to proceed. A timetable for the project is forthcoming. A preliminary inspection took place on Sunday, August 24th. Inspection and measurement for plenum removal has already taken place. Design is 90% complete. Should be done by 10/17. Ron Blaine is Amtrak's point of contact for the project. A meeting/teleconference was held in mid-December with Metra, Amtrak, and Contractor. A follow-up teleconference was held on January 14th. It appears that the work may require 4 or more station tracks out of service at one time. Metra favors completing work between 9:45 PM and 5:00 AM, Amtrak has been pursuing the possibility of removing 4 tracks at once between four weekends, Friday night to Monday morning. Further discussions will be held prior to resolution. Amtrak believes that Contractor's original proposal included approximately 4000 square feet of unnecessary plenum removal. Estimated cost range for work is from approximately $290,000 to $500,000 depending on agreed to project hours. Paul Sanders with Amtrak and Wally Kruce with CBRE are reviewing the 2 N. Riverside legal documents to determine Amtrak's liability exposure. Amtrak currently has a full set of design drawings. A meeting was held on Thursday, 5/21, which was attended by Amtrak Engineering, Amtrak Customer Service, CBRE|U.S. Equities and members of the 2 N. Riverside ownership team. At this meeting it was agreed upon to move forward with the process to extend the Plenum Agreement between 2 N and Metra/Amtrak by 12 months. All those in attendance agreed that this could be done with a simple one (1) page amendment that simply extends the term. Amtrak Legal and Metra Legal received and reviewed the amended Plenum Agreement in June from 2 N. Riverside ownership. A recommended change to the document was agreed upon by both Amtrak and Metra Legal and was returned to 2 N. Riverside for consideration on June 19, 2015. 2 N. Riverside has not yet commented on the recommended change. A condition of implementation requested by 2 N. Riverside is the completion of an impact survey. Amtrak Engineering (Ron Blaine) was to have completed the survey in June. The site plan was submitted to 2 N. Riverside by Amtrak Engineering. The Plenum Agreement has been reviewed and has received initial approval by Metra, Amtrak and 2 N. Riverside. However, signatures are waiting until final legal review has been completed by all stakeholders' legal departments. Charlie Harrison of Metra Legal forwarded copies of Final Plan Set and Specifications for final submittal to Gary Rose of 2 North on Mon. October 5th. A Conference Call was held toward the end of October. 222 S. Riverside has indicated that air and vibration monitoring will need to take place before they will agree to work beginning. **Metra Counsel Charlie Harrison has indicated that Carnow, Conibear Environmental Consulting has been retained to complete the requested survey information. This firm sent a letter to Mike Fields confirming this on April 28th. We are hopeful that arrangements can be finalized so that Track outages for this project can coincide with Track outages for Adams St. project.**

Madison Street Kiosk – JLL has received complaints of poor lighting, missing ceiling, graffiti, and general dirty conditions at the entrance. JLL and Metra worked together to solve the stair and roof issues. The finish items related to ceiling and painting have been scoped on an architectural plan that JLL is bidding. Final pricing will be completed in time for a spring start. JLL has additional pricing coming in. Based on the previous bids Metra has funding available to move forward. JLL to provide updated pricing at April meeting. Budget price received of $95k. RFP has been issued with final pricing due in May. Bid analysis will be delivered to Metra as soon as complete. JLL emailed the bids and bid analysis spread sheet to T. Matteson at Metra. Caulking had been applied to stairwells, and cut into treads. In response to Collapse of sheeting over 5-7 platform stairway, contractor had been removed from property. JLL to look into preventive measures to address potential future problems. U.S. Equities requested and received a breakdown of labor and material costs for the three contractor bids. This breakdown was emailed to Metra the day before the meeting. If the project needs to be value engineered, U.S. Equities will organize the effort to do so. Also, U.S. Equities was under the impression that Metra had $95k available to complete the project, however those funds are not available. Per Metra's direction, all maintenance and repair work in the Kiosk must be contracted through the 10 S. Riverside owner. Historically, this work was completed by the CUS facility manager and billed to Metra. Therefore, U.S. Equities will now coordinate the repair agreements between Metra and the 10 S. Riverside owners. Please note that 10 S. Riverside buidling is scheduled to be sold on October 17th, and U.S. Equities is in contact with the new owner's agent. Question was raised in September meeting regarding the $95k figure – Glen Peters was to check on this. U.S. Equities and Amtrak met with 10 S. Riverside's new owner on 11/14. The new owner was agreeable to work with U.S. Equities to make repairs to the Kiosk. U.S. Equities met with 10 S. Riverside (10SR) ownership regarding the ongoing improvement/repairs needed at the Madison Kiosk. U.S. Equities communicated to 10SR that Metra is unable to pay CUS/U.S. Equities to complete any repairs to the Kiosk because Metra's lease agreement for this asset is not with CUS/U.S. Equities. Therefore 10SR would need to complete any improvement/repairs itself and invoice Metra directly. Per the meeting, 10SR is willing to do this but is concerned about timely work order approvals and a timely invoicing process. A solution to this concern, proposed by U.S. Equities, is to establish an annual force account for the Kiosk's estimated maintenance budget funded by Metra and held by 10SR. The proposed force account was shared with Metra's Alvin Terry on Tuesday, 3/4 and U.S. Equities is waiting for feedback. Metra completed a walk-through of the Madison Street Kiosk on Monday, 3/17, with the Kiosk's landlord, 10 S. Riverside. The purpose of which is to assess the current state of the structure so that plans can be designed for repairs needed. U.S. Equities joined this walkthrough as an observer. Metra Engineering has completed a design scope to make cosmetic improvements to the structure. 10 S. Riverside, the Kiosk owner, will bid and contract the project work, under the oversight of Metra and USE. Metra has approved the work to complete the repairs of the Madison Street Kiosk. Final construction contract will be signed by Metra when a "not to exceed" clause or its equivalent is accepted by the general contractor. Painting and drywall work will be completed before frigid winter weather begins. All stairways will remain open during work. A majority of the stone and masonry work will occur in the spring as weather allows. Metra has seen an increase in project cost and is waiting for scope clarifications from GC to justify the increase. Revised bid scope to include railroad insurance. Metra is negotiating a not to exceed price with Contractor before major work is complete. Metra Board has approved project and its funding. General Contractor agreement has been approved by Metra to complete project work. Project contract has been signed and Metra has made the initial deposit with the GC. Construction permits and schedule are being finalized by the GC. Initial meetings were held in March. Project will be in 4 phases. The first 2 phases will not affect stairways, and access will be maintained at all times. **Work to begin in June. The first stairway closure would not occur until September or later. Stairway closures would take place on weekends, and we will need to coordinate with Adams Street to insure that closed stairways only go to platforms where tracks are already out of service.**

Train Shed Overbuild Inspection – JLL retained Klein & Hoffman, a structural engineering firm to conduct a visual inspection of the overbuilds from Randolph St. to Taylor St. Final report was sent to Air Rights properties on October 3, 2011, cement found on Metra engine originated from the 120 South Riverside Overbuild. 10/120 temporary work has been completed. Plaza restoration on the 10 S. Building have been completed. Work on the 120 S. Riverside Plaza will begin in the Spring. The hammer sounding work under the atrium section south of Jackson is completed. Temporary repairs to the City owned section of Canal over Track 2/4 have been authorized by Amtrak. During the repairs ACM was discovered and was abated. Replacement of the missing canopy sections is scheduled for April. Adams St. hammer sounding is complete. 300 S. Riverside is forming the repaired columns to except the cement fireproofing as a part of their repairs. Repairs to Canal St. 2 to 3 weeks of work remaining. 300 S. Riverside work continues based on track availability. Atrium area west of 300, roof repairs are scheduled over platforms 14/16 & 18/20 for next week. Roof repair on atrium completed last week. JLL will obtain pricing on updating the over build structural inspection for this fall. U.S.E. to look into more aggressive inspections to address other crumbling issues, moving from a reactive to a pro-active approach. U.S.E. will obtain updated pricing from Klein & Hoffman to update the overbuild structural inspection this fall. Klein & Hoffman began the inspection of the 10 & 120 S. overbuild. Due to the availability of track time and flagman, the final report will be completed by December 2013. USE will continue to work toward determining an appropriate inspection cycle to pro-actively identify and repair problem areas. Klein & Hoffman inspections were delayed and so the final report are not yet complete. The report should be completed by the end of January. As communicated in last month's meeting by U.S. Equities, initial reports indicated multiple imminently hazardous conditions under the Old Post Office. Due to this issue, Amtrak legal arranged a walkthrough with the City of Chicago's Building Department, Chicago Fire Department, the Old Post Office's property manager and the Old Post Office's structural engineer, Mueller & Associates. Mueller & Associates is arranging to complete its own train shed condition report through Amtrak Engineering. In December a U.S. Equities contractor hammer sounded imminently hazardous conditions under the Old Post Office. U.S. Equities has received the final draft of the report, and after review and approval it will be sent to Metra. There has been additional concrete falling over 1-3 and 2-4 platforms as well as Track 18. USE addressing all issues in K&H survey and following up with CDOT. U.S. Equities will continue to monitor issues with Expansion joints on West Side and Jackson St. Bridge and report to CDOT. U.S. Equities completed two nights a week of proactive hammer sounding during the month of April, and will continue this schedule in May. U.S Equities also completed concrete repairs on the North Service Platforms last month. U.S. Equities completed two nights a week of proactive hammer sounding during the month of May, and will continue this schedule in June. On Friday morning, 5/23, a large piece of concrete fell on Platform 1 – 3 from the Canal Street overbuild. As a result, Track 1 & 3 were closed from 5/23 to Monday, 6/2, for a "hands on" structural engineer inspection and hammer sounding by a contractor. A meeting was also held on Wednesday, 5/28, with CDOT, Amtrak and U.S. Equities to discuss the condition of the Canal Street overbuild and the steps to ensure safety in the future. Metra Mechanical advises that the falling concrete struck the roof of Locomotive 426 and caused between $30,000 and $50,000 damage to fan and housing assembly. The construction of the canopy over Passenger Platform 1/3 has been approved and the funding source for the work is being finalized. Amtrak's counsel has sent a letter to the City of Chicago demanding it make repairs to the Canal Street Bridge. The letter also states that if the City does not repair the Canal Street Bridge, Amtrak shall do the repairs itself and pursue reimbursement from the City. 222 South Riverside work is starting to rectify problems with Plaza. Initial work taking place in McDonalds space. Watertight lid is needed and concrete needs to be replaced where removed. Some plenum replacement also required. Work to remedy Track 2-4 platform problem has already begun. Design for 1-3 canopy is complete and work will be going out for bid next month. Overnight Track windows are planned for the 1-3 platform canopy work. **Labor organizations have expressed safety concerns regarding the ongoing problem of falling concrete. Metra is looking for regular documentation of hammer-sounding and any other measures being undertaken to correct the problem. Bids have been received for 2/4 Canopy repairs and a contractor has been engaged Work will occur while CDOT is completing Bus Terminal Work. Track 1/3 Canopy construction contractor has been engaged and work began on Monday, March 7th. Work will take about 10 weeks at Track level. May 18th completion anticipated. There was no scheduled Hammer Sounding in April. Hammer sounding still to occur in response to incidents.:**

$400,000 worth of repairs were completed in March on the Track 2-4 protective canopy.

The $500,000 protective canopy on Track 1-3 was started at the beginning of March with anticipated completion date of May 18, 2016.

Adams Street Bridge: In early November, delaminated concrete was found under the Adams Street Bridge in the netting over Track 5/7. U.S. Equities had a contractor clear the netting and hammer sound the surrounding area. U.S. Equities has scheduled a contractor to hammer sound the the Adams Street Bridge in November. On Monday, November 18th, a second meeting was held at the CUS Control Center to discuss the Adams Street Bridge project. The project is now expected to begin in 2015. The schedule is TBD. CDOT has indicated that Track outages should only be necessary on nights and weekends. Inquiries concerning project are to be handled through Amtrak Engineering (Earl Watson) in Philadelphia**.** Demolition is anticipated to start in August 2015. ComEd has contacted Mead Electric to move ComEd Distribution line over 1-3. Line has to be moved before demolition can begin. Line cannot be moved during Air Conditioning season. Late start may require additional provisions for coverage if project runs into the Winter months. Amtrak Engineering attempting to meet with CDOT for updates. The relocation of the Adams Street ComEd work is complete. Additional work to take place behind ticket office (completed). Additional work at 222 S. Riverside may take place concurrently with this project. Demo work has begun taking 2 station tracks out of service each Fri PM to Mon with adjacent tracks barricaded at North end**.** **Pedestrian access to station across bridge will remain open for duration of project. Standing meeting is in place for all stakeholders at Control Center every Thursday at 10:00am. Walsh Construction responsible for protecting 480 Electrical boxes in exposed areas and has added pump requested to remove accumulating water. Debris that fell on Track 17 on 5/3 may or may not be due to project.**

Transportation Issues

- **Methods For Providing Amtrak With Simplified Version of FRA Materials –** Amtrak is asking Metra to review methods for providing Amtrak with a simplified version of FRA – required crew and consist information for Metra trains operating on Amtrak right-of-way. An internal audit by Amtrak identified this deficiency and is urging Metra to comply. Metra has prepared a spread sheet which will show required information for all trains once filled in. Metra has agreed to provide information on a daily basis for Amtrak to fill in. In lieu of that, Metra has also offered to fax copies of individual Crew Reports for each train which have all required information. Amtrak insists that it is Metra's responsibility to provide the required information in a complete and usable format. Further discussion will be needed before issue can be resolved. Amtrak states that current method of providing materials does not meet FRA requirements. Amtrak transportation will send Metra transportation a letter to that effect. Metra still contends that information provided meets the criteria and it is up to Amtrak to compile the information as they see fit. Amtrak is obtaining an official opinion from the Rules Department. Metra Rules is waiting to hear back from Amtrak as to whether the FRA will accept the submittal. R. Oppenheim advises that CN, CP, and NS get the same information in the same format that Amtrak gets. D. Rodriquez has indicated that there is a possibility that when the new Alstom Dispatching system is installed sometime after July 1st, it will be compatible with the system used by Crew Management, and some form of electronic transmission of data might be possible. Amtrak understands, but stated the information is still non-compliant. Amtrak stated that the new SWS Crew sheets meet the criteria. Also looking at 'Clearpath' which is a crew and consist version of the COPS system for solution. Amtrak Terminal Display is now available on COPS. All Dispatching Desks at CCF have been converted to and are operating on the new system. Inclusion of Crew data has not yet been addressed, however some desks are generating delay reports through the system. BNSF inquiring about obtaining OTP data directly from ARINC system. Amtrak has agreed to make modifications requested by BNSF to enable a Data exchange when possible. Amtrak will need to obtain BNSF IT specs to continue. Amtrak close to automating freight data collection for Michigan Line and 21st Street. Phase II with data exchange through CAD system projected for 2016. BNSF and Amtrak also exploring use of Clearpath for data exchange. Metra is currently providing UP with crew and consist information for Heritage Corridor trains. Technology advances will continue to concentrate on Michigan Line for now. Tests taking place with NS for Michigan Line operations. NS waiting for Atlanta to hook up. Metra currently sends SouthWest Service markups to NS. Amtrak has indicated that NS has experienced difficulties with Clearpath. **Metra has completed spreadsheet for both weekday and weekend Operations data compilation. Amtrak to provide fax press number for forwarding daily information which will then be compiled by Amtrak but will not be used at this time. BNSF-Amtrak connection still a work in progress.**

General Building Issues

Emergency Evacuation in Basement Areas – Metra is requesting that the stations First Responders be retrained in proper area inspection procedures. Poor response was noted during the engine fire incident on Track 3. JLL distributed the consultants report from the basement drills that occurred on August 6th. Poor performance was noted in the basement uniformed areas. JLL will investigate a video training program. Next scheduled drills will be conducted in the presence of the Chicago Fire Dept. Amtrak has supplied copies of new exit signage floor plans. Additionally an Amtrak Supt. Notice was issued to cover the evacuation procedures. BNSF and Metra will also issue notices. JLL will schedule additional drills in the next quarter. A representative from the UTU has asked to witness the next drill. Amtrak will provide prior notice to them. Next drill scheduled for week of February 11th. UTU representatives were embarrassed by the non-participation. Amtrak will provide Metra with a copy of the drill report. JLL distributed copies of the report. JLL is developing an on line training portal for Station Service personnel. Completion is expected prior to the fall fire drills. JLL hoping to have on line training portal completed prior to the August meeting. Due to management transition, the on line training portal is still in development. It is not expected to be completed prior to the fall drills**.** Drill held in January**.** Follow up on June 4th revealed some issues with annunciation – announcements to some rooms need to be fixed. Another drill to be held in next couple of months. Modifications to the CUS Basement Alarm system have been made. Completed on Tuesday, 10/21. All Metra and BNSF employees present participated in the drill. Annunciation system is now louder and was heard by all in last drill. No crew members raised Hours of Service concerns during last drill. Last drill coordinated by CBRE|U.S. Equities on 4/22 was a success with about 26 participants**.** Drill was held on Thursday, October 29th with representatives from Amtrak, CBRE, BNSF, Metra, BLE, UTU as well as Chicago Fire Chief all attending. Trainmen cooperative for most part. It was discovered that alarm in the men's bunk room had been disconnected. CBRE promised to address. A method to allow First Responders who would not have key cars access is being sought. CBRE to follow up on this and send letter to Metra and BNSF to be passed on to Unions regarding tampering with Alarm system. Audible alarms in rest areas have been secured so that they are not tampered with, and access has been given to first responders to the Crew Base area if an emergency occurs (Fireman Access box installed, info binder available. CBRE has provided an updated evacuation map for new GB office. **Next drill is scheduled for May 10th at 2:00 PM. Notices to be sent to required staff.**

CUS Concourse Heat – U.S. Equities is working with a mechanical engineer to reactivate the steam heaters in the Concourse ceiling using the high pressure steam service used to deice Amtrak trains. USE received feasibility study confirming that such use is possible. Design needed for further work. Contractors are working the CUS Concourse in May and June repairing and making modifications to the existing equipment to improve performance in the winter. Future possibilities discussed include air-curtains or high-power doors. USE's inspection of some of the electrical boxes have revealed some problems which will be corrected insuring that more heat will be coming into the Concourse area this winter. Completion expected in January 2015. New HVAC equipment has been installed. Metra and Amtrak are finalizing a Winter Operations Plan for CUS that will reduce infiltration of cold air into the station. Amtrak looking into installing revolving doors in some areas. BNSF inquired about more heat for the Track 4 glass house. Normal concourse operations began March 15th. Amtrak working on identifying a funding source for door replacement/repair to take place prior to next winter. A discussion took place involving the CUS Cab Court North/South Doors not being available for regular public use. BNSF and Metra would like to have the doors open for public use on a daily basis. Amtrak prefers to have them not open to the public to reduce pedestrian/passenger traffic on the Cab Court drives, which is an active driveway for deliveries. HVAC & Door improvements are in final stages of design. New Track Doors will be installed by mid-November. Track doors to have key card access ability. Plan calls for 37 additional ceiling heaters producing @ 2 million more BTUs. Installation expected late November to early December. Some project scope changes were anticipated. Some concerns regarding control of new track doors were expressed. Programing the automatic doors has been reviewed with Metra and BNSF. Implementation of Metra/BNSF doors will not happen until final review by stakeholders. All but two of the platform doors have been replaced and 80% of the new Concourse heating system has been installed. New Concourse cabinet unit heaters have been installed with good recovery at 0 degrees when doors are kept closed. CBRE is investigating what is needed to supply additional heat for Track 4 Glasshouse to augment electric heaters. **Track 4 Glasshouse A/C Heat units placed on revised PM schedule – increase in service.**

Amtrak/Metra FFA Issues

- **Station Capital Financial Allocation Discussion –**No independent meetings are currently scheduled, however, Amtrak Engineering's request to rebuild the Harrison St. Interlocking may kick off the process. HLI Interlocking rebuild project is estimated at $74 ML Amtrak Engineering will send a formal request for participation to Metra. Metra has requested a 5 year plan. D. Klouda has provided J. Lorenzini of Metra a formal request for Capital to fund both station and track side improvements. Metra Finance Dept. will contact T. Mason of Amtrak Engineering to coordinate the requests. T. Mason has sent a five year plan to J. Lorenzini. South Side turnout replacements should be on a two year plan and separate from the five year effort. Amtrak's 5 year plan includes 6 turnouts for Harrison Street and 6 more for FY 2014. Amtrak would like to move forward with installation. Switch replacement was scheduled to begin in September. Eight switch machines have been installed. Work will resume in spring replacing turnouts and switch machines. 22 switch machines on order. Amtrak to start digging in pipe. Amtrak anticipates installing 12 new machines (on 6 new turnouts) before September. Piping and cable are currently being worked on. David Simmons and Troy Mason will discuss potential amendments to fixed facility agreement for use of remaining $2 million for 2014. Amtrak will be able to fund their portion of the Harrison Street installation with their own funds. For Metra's share of both Harrison Street and Roosevelt projects, Metra has asked that Amtrak provide a formal letter requesting Metra's portion of the funding. **Agreement went to** Metra CEO beginning of June and has been signed. South side work for next year planned for switches 120, 048, and other end of 10. Amtrak looking for replacement of 6 additional switch machines at Roosevelt and trenching for new cables. **Metra would like to obtain costs for 2015 Harrison Street work to determine amounts left for 2016 projects. Any amounts left from 2015 could be applied toward 2016 work. In addition, there is still a small credit from 2014. Troy Mason has received letter from Metra with signature delineating costs. Mike Evans and Tammy Matteson continue to work on details of credit. Metra has asked clarification of how the 65.8% calculation was derived.**

OTHER BUSINESS ITEMS

- **Control Center staffing –** Class of 8 new Train Directors are back at Control Center for 1 week, then back to Wilmington for 4 weeks. 5 new Directors will wind up offsetting recent vacancies/retirements. Amtrak looking to start a new class in February for June 2015 start. Approval for 6 more trainees has been approved. Have a new hire group with training classes scheduled to begin on April 6th. Amtrak also pursuing additional managerial staff for Control Center. **New Labor agreement has enabled Amtrak to meet current staffing needs. Staff now at +1.**
- Metra looking for a protocol to be set for quickly obtaining the assistance of Amtrak Police officers to assist in crowd control during Service Disruptions. Follow up meetings have been held. Amtrak, BNSF, and Metra will continue to move forward toward establishing a uniform protocol for service disruptions and other situations likely to produce crowding. BNSF had side discussion with their police and they are on board. Follow up meeting (conference call) planned for March 2016. Amtrak Police protocols are essentially in place. Input from Metra, and BNSF will be discussed in the meeting when it is held. During service disruptions, Metra has agreed to add instructions to passengers to go directly to Great Hall as part of Service Alerts sent out. Key Metra personnel are now programmed into Amrak alert system. All agree that a Table Top exercise would be beneficial to review the Plan. **Conference call to be arranged by Greg Godfrey for stakeholders in May.**
- Investigate possibility of platform camera feed to Metra offices (similar to former 222 South Riverside arrangement). A "view only" camera feed of the Platform cameras has been approved by Amtrak Emergency Management and Corporate Security. The setup cost per PC is $750, with an ongoing annual licensing fee of $425 per PC. **CBRE|U.S. Equities has made contractor available to complete installation. IT, CBRE to get update. Metra IT needs to provide contact.**

OTHER BUSINESS (continued)

- **Handrails** – CBRE|USE is in process of gradually replacing handrails as its operating budget allows. Expect to replace 1 or 2 in next 3 months**.** CBRE|USE contractor has replaced the 24/26 Cargo Ramp hand rails. No additional handrails will be replaced this fiscal year. Will continue to monitor conditions. **Resume work in Spring of 2016. South Side handrails were to be replaced by end of April.**
- USE to send Metra a Maintenance Schedule for Cleaning Track Beds and Platforms and bids to Contractors for repairs to Mail platforms. Winterization of Track beds continues. Tracks 2-4-6 completed. Will continue to work on South side, then North. Temperature must be above 20 degrees for cleaning process to continue. Monthly walk throughs to be established with Amtrak, CBRE/USE and Metra**.** Work primarily on South Side, will work on moving to North. Grease and sand on Tks 9-11-13 to be addressed. **The power washing schedule is being addressed by CBRE. Prior to power washing, the north side track bed drainage system needs to be jetted and vacced. This work is scheduled for the week of March 14th. North side washing on hold pending Adams Street progress. Charge Adams Street for cleanup costs?**
- **SWITCH 210 -** A section of the drain pipe servicing Switch 210 has collapsed. Due to the location of the collapse, the drain pipe needs to be either sleeved or excavated. CBRE|USE is in the process of seeking a design to fix the collapsed drain**. Repair will be made during Track 1/3 Canopy work.**
- **Poor radio communications with trains on North side. –** Metra Communications Supervisor Tom Zdanky met with Amtrak technicians and was told communications on Channel 13 also problematic and not much better than 44. Materials for improvement are on hand but not installed. Metra to pursue a cooperative installation of what is needed to improve radio communications on both Channel 13 and 44. Tom Zdanky was to contact Joe Glass for further planning (antennae, cabling). Wi-Fi antennae at Track 19 previously disconnected has been reinstalled? Need for improved radio communications underscored by PM rush hour meltdown on Friday, May 1st when switch 235 failed. Metra shared that it is still having an issue with background noise and that there is a dead spot on the North Side**.** FCC licensing from Metra allowing Amtrak's use of Channel 44 was sent to Greg Godfrey on June 2nd. Amtk awaiting similar authorization from BNSF? CUS North was unable to communicate with trains on North side during PM rush Grade crossing malfunction on Fri. Jan 29th and Mon. Feb. 1st. A blown fuse discovered? Ray Weinel indicated that he has a vendor supplying ports that will help the overall system. Ray does not need anything further from Metra unless improvements to parts of the Metra system are necessary. **Communication problems are yet to be resolved. Some may be a workstation issue to route radio thru Track 19. Problems also on South side.**
- **Communications via Text between Amtrak Control Center and Track 19 – Track 4.** This will require new Communication Panels "Vega" at both Track 19 and Track 4, @ $3000 each. **T. Zdanky of Metra Communications department has indicated that it appears possible at this point, but before granting approval, would like to be sent an E-mail with specific details of what is to be installed, and exactly what the cost to Metra will be. Tom did not recall receiving this information. Will proceed once it is received. Ray W. to get information to Tom Zdanky. This is currently under review. It may not be feasible.**
- **PTC discussion held last month.** Monthly discussions continue. Greg Godfrey with Amtrak mentioned that good progress was made and that another eight hour meeting was scheduled during the month of February**.** BNSF anticipates their PTC to be operational by the end of 2015. Amtrak to use wi-fi as initiatior for PTC. BNSF did additional testing of fiber connections at Lumber St. in July**.** **BNSF continuing with fiber and/or wi-fi connections. Both Amtrak and Metra will need ability to initialize system while at the platform. Coordination of ITCS and Metra PTC systems will challenge implementation schedule. Metra Technical group names sent by Tammy M.**

- **Lighting under new Post office Track 48 has been cleaned and wiring replaced. Relamping of track areas continues – most recently between Randolph and Washington. – New lighting installed on North side under overbuild is excellent. Lighting like this installed elsewhere in terminal would be ideal. This has been emphasized by Metra Labor-Management groups. CBRE to obtain designs for 150 North lighting to determine costs for widespread installation. CBRE is researching the feasibility of using and improving what is already there, modernizing the current fixtures. 2017 Budget may provide for LED lighting. Samples of new lighting options ordered. Review of Amtrak lighting standard?**
- **HOT LINE for UNPLUGGED TRAINS - Investigate possibility of "hot line" to report and document trains that are not plugged in when they should be. Because something of this nature was promised to EPA during our last meeting, Metra management is promoting implementation. Ray Lang to take lead in this endeavor and will need to discuss with P. Zwolfer. Set up call to discuss?**
- **Conduit on Track 4 for Advertising Billboard that is making contact with Metra cab car horns. Conduit has been removed.**

NEW BUSINESS:

- **EPA walkthrough took place Wednesday, March 16th. Current focus on air rights properties owners.**

- **Clearance issues with Metra F59 locos and metal strip on baggage platforms.**

- **Metra trainmen requesting phone number to call directly for Red Cap assistance for Passengers travelling through on Amtrak. Number has been provided. Item to be removed.**

No.	Present	First Name	Last Name	Affiliation	Phone	Fax	Email
1.		Ron	Blaine	Amtrak	312-880-5153		Blainr@Amtrak.com
2.		Frank	Devries	Amtrak	312-655-2443		franklin.devries@amtrak.com
3.		Paul	Sanders	Amtrak	312-542-5262		Paul.Sanders@amtrak.com
4.		Dennis	Evariz	Amtrak	312-655-2213		evarizd@amtrak.com
5.		Gary	Jones	Amtrak	312-655-2421	312-526-7911	jonesg@amtrak.com
6.		David	Klouda	Amtrak	312-880-5207	312-880-5175	dklouda@amtrak.com
7.		Troy	Mason	Amtrak	312-544-5152	312-294-9313	Masontr@amtrak.com
8.		Ben	Sheets	Amtrak			benjamin.sheets@amtrak.com'
9.		Moe	Savoy	Amtrak	312-880-5204		Savoym@amtrak.com
10.		Ray	Weinel	Amtrak	312-655-2535	312-655-2030	Wein2535@amtrak.com
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45.							

DATE: **July 14, 2016**

TO: **Distribution**

FROM: **V. A. Flores, Director**
Chicago Union Station District

SUBJECT: **Monthly Amtrak/Metra Meeting Minutes**
July 14, 2016

The monthly Amtrak/Metra meeting will be held on ***Thursday, July 14th, 2016 at 9:00 a.m.*** at the Amtrak – Control Center Conference Rm. 100 at 500 W. Jackson **Conference Room Call-in Number – (866) 209-1307, then dial 123400#.**

Diesel Exhaust Issues

Old Post Office Building – Owners of the property are International Property Developers. Fire system has been disconnected and drained. 24 hour security was restored in March**.** The mail dock area is still subject to heavy leaking. One of the east side diesel exhaust fans caught fire on Feb. 17th. The CFD attempted to utilize the standpipe system without success. The fire was extinguished using hand pumps and portable extinguishers. The building had another fire on July 28th. IPD had a mechanical contractor repair the stand pipes per CFD. The city's legal action involves life safety violations and is being pursued through the County Courts. Amtrak's suit is moving forward through Federal Court. Amtrak attended a January meeting between the City of Chicago and IPD to track their progress on the life safety items. IPD admitted that 1 fan was out of service and has committed to repair it within 30 days. Amtrak Engineering placed IPD on notice that if they contemplate the replacement of any track exhaust system they would need to comply with the current over build specifications. Amtraks' Federal law suit has been decided and the court ordered a consent decree be imposed on IPD. The decree states that they will run all their exhaust equipment 24/7/365. They have also been directed to allow Amtrak access for testing the equipment on a quarterly basis. The results of the first test indicated that 2 fans were running, but only at about 50%. The test results were sent to Amtrak Legal. Per their consent, U.S. Equities contractor tested the fans in September. The test's written report has not been issued, but USE will forward a copy before next meeting for distribution. Terminal meeting to explore additional monitoring of switching from Loco power to Ground power while in CUS. April tests indicated that one of the eleven fans was running at 50% of design capacity. The other 10 are working properly. Amtrak's outside legal counsel appeared in Court for status on the City of Chicago's case against the Old Post Office owner on Wednesday, 10/1. It was discovered that little, if anything, was being done to maintain the Old Post Office. The Old Post Office owner confirmed that it is spending most of its time looking to lease and/or sell the property. The Old Post Office continues to attempt to repair its one underperforming diesel exhaust fan, and it indicates it is an issue with duct blockage. Fire in Diesel Exhaust Plenum end of November – Preliminary investigation indicates fire started in fan housing. CBRE-USE arranging for inspection of all fans. CBRE|USE's contractor has completed tests on 10 of the 11 fans. The fan damaged by fire in November 2014 has been repaired and the contractor is being scheduled to retest it. Fan is now operational. The Chicago Fire Department and the City of Chicago Buildings Department inspected the building in May and found 2 of the 11 fans not running**.** The regular inspection of the diesel exhaust fans was completed in June by the CBRE|U.S. Equities contractor. One (1) of the Old Post Office's eleven (11) exhaust fans was operating at 47% capacity. CBRE is waiting for a repair timeline from the Old Post Office for its exhaust fan that is operating at 47% capacity. The Old Post Office gave notice to CBRE that repairs were made to Fan 5b. CBRE had its vendor re-test the fans and found better results for 5b but Fan 5a is now operating well below capacity. The City of Chicago's Department of Planning and Development has approved the seizure of the Old Post Office through eminent domain and is in the process of soliciting a new developer for the project**.** Anticipate changing Developers by June. CBRE has investigated the option of an indicator panel for fan operation. May require cooperation of overbuild properties. **CBRE is working on a design using a low pressure switch to confirm if exhaust is operating**. **The Old Post Office closed to new owner 601W. The new owner seems eager and funded to begin the redevelopment of the site. The City of Chicago has an Agree Order in place with 601W which includes a compliance schedule for 1) stabilization repairs to the CUS Train and 2) repairs to diesel exhaust fans. Currently Diesel Exhaust Fan 2 is not working even though it was repaired in June. Fans 5a and 5b also were in need of repairs. CBRE continues to monitor the work being completed by 601W.**

10 & 120 S. Riverside: U.S. Equities received the Test and Balancing report for 10 & 120 S. Riverside. The report indicated that 10 S. Riverside's South Exhaust Shaft is pulling 39% of the CFMs it was designed for due to a fan not running. It also indicated that 120 N. Riverside's North Exhaust Shaft is pulling 49% of the CFMs it was designed for due a fan not running. Test results from April indicated fans were running at 90% or greater of design capacity. U.S.E. will be testing the fans again in the fall. USE is scheduling Diesel Exhaust Fan tests of overbuild buildings in October and November. Metra has expressed concern regarding excess diesel exhaust fumes on Tracks 1, 3, and 5. Amtrak is investigating procedural and Schedule Agreement changes that would allow Train Crews to plug in and unplug their own equipment. CBRE|USE's contractor has completed tests and 10&120SR fans are running within tolerance**.** 222 S. Riverside is under new ownership and CBRE|USE is scheduling a meeting with its management to confirm that the owner is operating its exhaust fans in the reverse direction to give a greater positive pressure in the CUS Concourse. CBRE/USE was to meet with 222 S. owners and document their understanding of what needs to be done. CBRE/USE along with Amtrak legal has engaged in further communications with 10 & 120 South Riversides management groups. Per the last CBRE|U.S. Equities inspection, all fans at 10 & 120 S. Riverside are running within tolerance. On Monday, June 1st, CBRE|U.S. Equities received reports of diesel exhaust in the CUS Concourse. As follow-up to this report, the CBRE|U.S. Equities team investigated the operations of the 222 S. Riverside diesel exhaust fans. It was found that two (2) out of the four (4) were not operational. Wally Kruce communicated to the 222 S. Riverside GM, Dean Cichon, that this was unacceptable. Mr. Cichon indicated that all the fans were to be turned on. All Exhaust Fans now running within tolerance. Metra requesting that an indicator light panel for these fans also be looked into. CBRE looking at Design and will then submit to Amtrak for funding allocation. Following falling of approximately 10 linear feet of plenum on Platform 1-3 in early September, and over Track 13 late August, USE pursuing full plenum inspections in addition to ongoing hammer sounding. 2-4 Platform netting has been extended and additional netting may be used. Preventative exams take place every Friday. As a result of EPA testing, EPA has sent letters to Building owners. **No new issues with 10 & 120 S. Riverside. Diesel Exhaust Plenum Pressure sensor system is in the process of preliminary design. The goal of system is to have real time data to indicate the operation of all overbuild diesel exhaust fans. ESD Mechanical Group finalizing preliminary plan.**

Engineering Issues

- **Lake Street Interlocking Signals –** Amtrak plans to install the new style (LED) signals in the North and South Interlockings. North Side is complete. Amtrak Engineering is focusing on the switch and track work at Roosevelt. At 21st Street, inbound signals 804 and 805 (NS 1 and NS 2 on cantilever) have been replaced with LED signals. Only signals remaining to be changed is the outbound units at Polk St. Amtrak Engineering will schedule the Polk St. Signal change to be completed by December. After Polk St. there will be 6 remaining units. Track design is required to change out the remaining 6 units. Design is in progress and being performed by the Philadelphia Engineering dept. Amtrak has 6 new turnouts on hand and 6 more on the way for installation on 0-track and 1-track. 20 LEDs are expected to ship Friday, 8/8. Amtrak Engineering is working on Polk Street signals. No progress yet on installing the retrofit kits for the Lake Street Interlocking. Amtrak Engineering is also working on the transition from air to electric switches from Harrison to Roosevelt including installation of 6 new turnouts. These new electric switches have already been purchased. Troy Mason said no additional funds are available for new switches, so Troy asked Metra if an opportunity exists to modify Facility's Agreement to have Metra support this cost. Designs for new LEDs must go through Philadelphia. Troy Mason indicated that Amtrak will be able to provide funding for the Harrison Turnouts. Funds will be available in FY16 for Roosevelt Machines. Tammy Matteson and Troy Mason will discuss percentage split. Amtrak to make formal request to Metra for participation. Lake Street interlocking is ongoing. Dave Leahy was concerned about derail at Roosevelt and Frank Devries with Amtrak Engineering responded that two sets of custom rods (one as back-up) were made to complete the repair, but it was discovered in the field that the sets were fabricated incorrectly. Amtrak Engineering modified one set of rods in the field to make the fix and sent the other set back for modifications. The set of rods sent out for modifications was received back and is now installed. **Ray Weinel is working with his Amtrak Philadelphia contacts to get movement on this project. Separately, Metra stated that they have not been billed for last year Harrison's work and other work. South side work to begin soon on Switch V12.**

Overbuild Structural Issues

2 N Riverside –Ownership of the Track 0 area has been settled with 2 North Riverside providing title to CUSCO. CUSCO has agreed to remove the damaged section of plenum that will allow the remediation of the clearance issue at the switch location. Amtrak Engineering is generating a proposed plenum removal scope and budget for submission to Metra. Amtrak has placed an internal Capital Request for funding their share of the overhead plenum removal. Amtrak Engineering will provide Metra with an update as to the amount of funding committed to date. There is some misunderstanding regarding status of funding for removal of plenum over the 352 (lap) switch. Amtrak has requested funding for their portion of the cost estimated at approx. $500,000. Metra feels that any costs associated with plenum removal should be covered with monies remaining from the original LSI project estimated at approx $2,000,000. Since 352 lap switch was an integral part of the original design and project, funding needed to make this switch operational should take precedence over switch machine replacement. Metra stated that the RTA has a meeting in June and they expect an approval for matching funds on the plenum removal project. Amtrak will review the agreement with 2 N. Riverside regarding restoration of the plenum at a new height. Amtrak Engineering stated that the design is done but needs to be updated for a proper bid spec. RTA is scheduled to review the grant status at the June 29th meeting. Metra stated that the construction management fees were included in the grant language. RTA Board has approved the money needed for project to move forward**.** New design is needed, and Amtrak will include Design as part of work so that existing Contract can be used. Metra to contact Troy to finalize means of funding. This will free up rest of money for switch replacement. Money has been freed up for switch replacement. $2.7 million identified for projects. Plenum removal necessary for operation of Lap switch has been identified as a priority item. Ron Blaine has asked for a contact at Metra in order to work through bid docs and construction. Formal bid still required. For #352 Lap switch, Plenum needing to be removed is about 250 feet by 50 feet. Metra has rejected idea of doing any of this work in house, or hiring contractor directly. Metra has necessary funding in place for Amtrak to begin work, but current Contract does not specify provisions for Design. Amtrak will attempt to include Design function as part of Construction in order to proceed. Lake Street Interlocking - 2 North Plenum Demolition Project Design received final approval on May 30. Amtrak Engineering has determined who the buyer is, and has sent them an email asking them to contact them to go over the project in order to begin the process of hiring the designer. Amtrak now has documents signed by Metra CEO authorizing Amtrak to move forward with the Design phase of the Plenum removal. Documents are now at Amtrak Legal awaiting signatures. Metra waiting for fixed facility agreement. Amtrak has been given the notification to proceed. A timetable for the project is forthcoming. A preliminary inspection took place on Sunday, August 24th. Inspection and measurement for plenum removal has already taken place. Design is 90% complete. Should be done by 10/17. Ron Blaine is Amtrak's point of contact for the project. A meeting/teleconference was held in mid-December with Metra, Amtrak, and Contractor. A follow-up teleconference was held on January 14th. It appears that the work may require 4 or more station tracks out of service at one time. Metra favors completing work between 9:45 PM and 5:00 AM, Amtrak has been pursuing the possibility of removing 4 tracks at once between four weekends, Friday night to Monday morning. Further discussions will be held prior to resolution. Amtrak believes that Contractor's original proposal included approximately 4000 square feet of unnecessary plenum removal. Estimated cost range for work is from approximately $290,000 to $500,000 depending on agreed to project hours. Paul Sanders with Amtrak and Wally Kruce with CBRE are reviewing the 2 N. Riverside legal documents to determine Amtrak's liability exposure. Amtrak currently has a full set of design drawings. A meeting was held on Thursday, 5/21, which was attended by Amtrak Engineering, Amtrak Customer Service, CBRE|U.S. Equities and members of the 2 N. Riverside ownership team. At this meeting it was agreed upon to move forward with the process to extend the Plenum Agreement between 2 N and Metra/Amtrak by 12 months. All those in attendance agreed that this could be done with a simple one (1) page amendment that simply extends the term. Amtrak Legal and Metra Legal received and reviewed the amended Plenum Agreement in June from 2 N. Riverside ownership. A recommended change to the document was agreed upon by both Amtrak and Metra Legal and was returned to 2 N. Riverside for consideration on June 19, 2015. 2 N. Riverside has not yet commented on the recommended change. A condition of implementation requested by 2 N. Riverside is the completion of an impact survey. Amtrak Engineering (Ron Blaine) was to have completed the survey in June. The site plan was submitted to 2 N. Riverside by Amtrak Engineering. The Plenum Agreement has been reviewed and has received initial approval by Metra, Amtrak and 2 N. Riverside. However, signatures are waiting until final legal review has been completed by all stakeholders' legal departments. Charlie Harrison of Metra Legal forwarded copies of Final Plan Set and Specifications for final submittal to Gary Rose of 2 North on Mon. October 5th. A Conference Call was held toward the end of October. 222 S. Riverside has indicated that air and vibration monitoring will need to take place before they will agree to work beginning. **Metra Counsel Charlie Harrison has indicated that Carnow, Conibear Environmental Consulting has been retained to complete the requested survey information. This firm sent a letter to Mike Fields confirming this on April 28th. Amtrak has engaged an Industrial hygienist to provide baseline AQ per 2 N. Riverside's request in order to finalize agreement. Goal is to provide a base line for air quality.**

Madison Street Kiosk – JLL has received complaints of poor lighting, missing ceiling, graffiti, and general dirty conditions at the entrance. JLL and Metra worked together to solve the stair and roof issues. The finish items related to ceiling and painting have been scoped on an architectural plan that JLL is bidding. Final pricing will be completed in time for a spring start. JLL has additional pricing coming in. Based on the previous bids Metra has funding available to move forward. JLL to provide updated pricing at April meeting. Budget price received of $95k. RFP has been issued with final pricing due in May. Bid analysis will be delivered to Metra as soon as complete. JLL emailed the bids and bid analysis spread sheet to T. Matteson at Metra. Caulking had been applied to stairwells, and cut into treads. In response to Collapse of sheeting over 5-7 platform stairway, contractor had been removed from property. JLL to look into preventive measures to address potential future problems. U.S. Equities requested and received a breakdown of labor and material costs for the three contractor bids. This breakdown was emailed to Metra the day before the meeting. If the project needs to be value engineered, U.S. Equities will organize the effort to do so. Also, U.S. Equities was under the impression that Metra had $95k available to complete the project, however those funds are not available. Per Metra's direction, all maintenance and repair work in the Kiosk must be contracted through the 10 S. Riverside owner. Historically, this work was completed by the CUS facility manager and billed to Metra. Therefore, U.S. Equities will now coordinate the repair agreements between Metra and the 10 S. Riverside owners. Please note that 10 S. Riverside buidling is scheduled to be sold on October 17th, and U.S. Equities is in contact with the new owner's agent. Question was raised in September meeting regarding the $95k figure – Glen Peters was to check on this. U.S. Equities and Amtrak met with 10 S. Riverside's new owner on 11/14. The new owner was agreeable to work with U.S. Equities to make repairs to the Kiosk. U.S. Equities met with 10 S. Riverside (10SR) ownership regarding the ongoing improvement/repairs needed at the Madison Kiosk. U.S. Equities communicated to 10SR that Metra is unable to pay CUS/U.S. Equities to complete any repairs to the Kiosk because Metra's lease agreement for this asset is not with CUS/U.S. Equities. Therefore 10SR would need to complete any improvement/repairs itself and invoice Metra directly. Per the meeting, 10SR is willing to do this but is concerned about timely work order approvals and a timely invoicing process. A solution to this concern, proposed by U.S. Equities, is to establish an annual force account for the Kiosk's estimated maintenance budget funded by Metra and held by 10SR. The proposed force account was shared with Metra's Alvin Terry on Tuesday, 3/4 and U.S. Equities is waiting for feedback. Metra completed a walk-through of the Madison Street Kiosk on Monday, 3/17, with the Kiosk's landlord, 10 S. Riverside. The purpose of which is to assess the current state of the structure so that plans can be designed for repairs needed. U.S. Equities joined this walkthrough as an observer. Metra Engineering has completed a design scope to make cosmetic improvements to the structure. 10 S. Riverside, the Kiosk owner, will bid and contract the project work, under the oversight of Metra and USE. Metra has approved the work to complete the repairs of the Madison Street Kiosk. Final construction contract will be signed by Metra when a "not to exceed" clause or its equivalent is accepted by the general contractor. Painting and drywall work will be completed before frigid winter weather begins. All stairways will remain open during work. A majority of the stone and masonry work will occur in the spring as weather allows. Metra has seen an increase in project cost and is waiting for scope clarifications from GC to justify the increase. Revised bid scope to include railroad insurance. Metra is negotiating a not to exceed price with Contractor before major work is complete. Metra Board has approved project and its funding. General Contractor agreement has been approved by Metra to complete project work. Project contract has been signed and Metra has made the initial deposit with the GC. Construction permits and schedule are being finalized by the GC. Initial meetings were held in March. Project will be in 4 phases. The first 2 phases will not affect stairways, and access will be maintained at all times. **Project start date is July 20, 2016. Initial work will be Kiosk roof repairs and will not cause platform closures. Platform closures are anticipated in August and September. Planned completion date is September 26, 2016. Contractor for Madison Street Kiosk work will need to coordinate with Track outages scheduled for Adams Street and 222 South Riverside.**

V.S. Oppenheim
Exhibit 3
5 of 10

Train Shed Overbuild Inspection – JLL retained Klein & Hoffman, a structural engineering firm to conduct a visual inspection of the overbuilds from Randolph St. to Taylor St. Final report was sent to Air Rights properties on October 3, 2011, cement found on Metra engine originated from the 120 South Riverside Overbuild. 10/120 temporary work has been completed. Plaza restoration on the 10 S. Building have been completed. Work on the 120 S. Riverside Plaza will begin in the Spring. The hammer sounding work under the atrium section south of Jackson is completed. Temporary repairs to the City owned section of Canal over Track 2/4 have been authorized by Amtrak. During the repairs ACM was discovered and was abated. Replacement of the missing canopy sections is scheduled for April. Adams St. hammer sounding is complete. 300 S. Riverside is forming the repaired columns to except the cement fireproofing as a part of their repairs. Repairs to Canal St. 2 to 3 weeks of work remaining. 300 S. Riverside work continues based on track availability. Atrium area west of 300, roof repairs are scheduled over platforms 14/16 & 18/20 for next week. Roof repair on atrium completed last week. JLL will obtain pricing on updating the over build structural inspection for this fall. U.S.E. to look into more aggressive inspections to address other crumbling issues, moving from a reactive to a pro-active approach. U.S.E. will obtain updated pricing from Klein & Hoffman to update the overbuild structural inspection this fall. Klein & Hoffman began the inspection of the 10 & 120 S. overbuild. Due to the availability of track time and flagman, the final report will be completed by December 2013. USE will continue to work toward determining an appropriate inspection cycle to pro-actively identify and repair problem areas. Klein & Hoffman inspections were delayed and so the final report are not yet complete. The report should be completed by the end of January. As communicated in last month's meeting by U.S. Equities, initial reports indicated multiple imminently hazardous conditions under the Old Post Office. Due to this issue, Amtrak legal arranged a walkthrough with the City of Chicago's Building Department, Chicago Fire Department, the Old Post Office's property manager and the Old Post Office's structural engineer, Mueller & Associates. Mueller & Associates is arranging to complete its own train shed condition report through Amtrak Engineering. In December a U.S. Equities contractor hammer sounded imminently hazardous conditions under the Old Post Office. U.S. Equities has received the final draft of the report, and after review and approval it will be sent to Metra. There has been additional concrete falling over 1-3 and 2-4 platforms as well as Track 18. USE addressing all issues in K&H survey and following up with CDOT. U.S. Equities will continue to monitor issues with Expansion joints on West Side and Jackson St. Bridge and report to CDOT. U.S. Equities completed two nights a week of proactive hammer sounding during the month of April, and will continue this schedule in May. U.S Equities also completed concrete repairs on the North Service Platforms last month. U.S. Equities completed two nights a week of proactive hammer sounding during the month of May, and will continue this schedule in June. On Friday morning, 5/23, a large piece of concrete fell on Platform 1 – 3 from the Canal Street overbuild. As a result, Track 1 & 3 were closed from 5/23 to Monday, 6/2, for a "hands on" structural engineer inspection and hammer sounding by a contractor. A meeting was also held on Wednesday, 5/28, with CDOT, Amtrak and U.S. Equities to discuss the condition of the Canal Street overbuild and the steps to ensure safety in the future. Metra Mechanical advises that the falling concrete struck the roof of Locomotive 426 and caused between $30,000 and $50,000 damage to fan and housing assembly. The construction of the canopy over Passenger Platform 1/3 has been approved and the funding source for the work is being finalized. Amtrak's counsel has sent a letter to the City of Chicago demanding it make repairs to the Canal Street Bridge. The letter also states that if the City does not repair the Canal Street Bridge, Amtrak shall do the repairs itself and pursue reimbursement from the City. 222 South Riverside work is starting to rectify problems with Plaza. Initial work taking place in McDonalds space. Watertight lid is needed and concrete needs to be replaced where removed. Some plenum replacement also required. Work to remedy Track 2-4 platform problem has already begun. Design for 1-3 canopy is complete and work will be going out for bid next month. Overnight Track windows are planned for the 1-3 platform canopy work. **Labor organizations have expressed safety concerns regarding the ongoing problem of falling concrete. Metra is looking for regular documentation of hammer-sounding and any other measures being undertaken to correct the problem. 2/4 Canopy repairs ($400,000) were completed in March, and Track 1/3 Canopy construction ($500,000) was completed in June. Reactive hammer sounding will contiue to occur in response to incidents should any occur. NO HAMMER SOUNDING OCCURRED IN JUNE, 2016**

Adams Street Bridge: In early November, delaminated concrete was found under the Adams Street Bridge in the netting over Track 5/7. U.S. Equities had a contractor clear the netting and hammer sound the surrounding area. U.S. Equities has scheduled a contractor to hammer sound the the Adams Street Bridge in November. On Monday, November 18th, a second meeting was held at the CUS Control Center to discuss the Adams Street Bridge project. The project is now expected to begin in 2015. The schedule is TBD. CDOT has indicated that Track outages should only be necessary on nights and weekends. Inquiries concerning project are to be handled through Amtrak Engineering (Earl Watson) in Philadelphia**.** Demolition is anticipated to start in August 2015. ComEd has contacted Mead Electric to move ComEd Distribution line over 1-3. Line has to be moved before demolition can begin. Line cannot be moved during Air Conditioning season. Late start may require additional provisions for coverage if project runs into the Winter months. Amtrak Engineering attempting to meet with CDOT for updates. The relocation of the Adams Street ComEd work is complete. Additional work to take place behind ticket office (completed). Additional work at 222 S. Riverside may take place concurrently with this project. Demo work has begun taking 2 station tracks out of service each Fri PM to Mon with adjacent tracks barricaded at North end**.** Pedestrian access to station across bridge will remain open for duration of project. Standing meeting is in place for all stakeholders at Control Center every Thursday at 10:00am**. Walsh Construction responsible for protecting 480 Electrical boxes in exposed areas and has added pump requested to remove accumulating water. Amtrak has set up a billing process for Metra to pass on associated project costs through to Walsh/CDOT. Amtrak is concerned about current and future CDOT projects with regards to scheduling track and time. Should Walsh not be able to show scheduling competency, Amtrak may shut them down. Rich Oppenheim informed Amtrak that Metra was unwilling to give anymore daylight track closures for Tracks 1 & 3. Greg Godfrey convey this direction to Walsh. Also Metra asked for the contract from Amtrak for CDOT reimbursables.**

Transportation Issues

- **Methods For Providing Amtrak With Simplified Version of FRA Materials –** Amtrak is asking Metra to review methods for providing Amtrak with a simplified version of FRA – required crew and consist information for Metra trains operating on Amtrak right-of-way. An internal audit by Amtrak identified this deficiency and is urging Metra to comply. Metra has prepared a spread sheet which will show required information for all trains once filled in. Metra has agreed to provide information on a daily basis for Amtrak to fill in. In lieu of that, Metra has also offered to fax copies of individual Crew Reports for each train which have all required information. Amtrak insists that it is Metra's responsibility to provide the required information in a complete and usable format. Further discussion will be needed before issue can be resolved. Amtrak states that current method of providing materials does not meet FRA requirements. Amtrak transportation will send Metra transportation a letter to that effect. Metra still contends that information provided meets the criteria and it is up to Amtrak to compile the information as they see fit. Amtrak is obtaining an official opinion from the Rules Department. Metra Rules is waiting to hear back from Amtrak as to whether the FRA will accept the submittal. R. Oppenheim advises that CN, CP, and NS get the same information in the same format that Amtrak gets. D. Rodriquez has indicated that there is a possibility that when the new Alstom Dispatching system is installed sometime after July 1st, it will be compatible with the system used by Crew Management, and some form of electronic transmission of data might be possible. Amtrak understands, but stated the information is still non-compliant. Amtrak stated that the new SWS Crew sheets meet the criteria. Also looking at 'Clearpath' which is a crew and consist version of the COPS system for solution. Amtrak Terminal Display is now available on COPS. All Dispatching Desks at CCF have been converted to and are operating on the new system. Inclusion of Crew data has not yet been addressed, however some desks are generating delay reports through the system. BNSF inquiring about obtaining OTP data directly from ARINC system. Amtrak has agreed to make modifications requested by BNSF to enable a Data exchange when possible. Amtrak will need to obtain BNSF IT specs to continue. Amtrak close to automating freight data collection for Michigan Line and 21st Street. Phase II with data exchange through CAD system projected for 2016. BNSF and Amtrak also exploring use of Clearpath for data exchange. Metra is currently providing UP with crew and consist information for Heritage Corridor trains. Technology advances will continue to concentrate on Michigan Line for now. Tests taking place with NS for Michigan Line operations. NS waiting for Atlanta to hook up. Metra currently sends SouthWest Service markups to NS. Amtrak has indicated that NS has experienced difficulties with Clearpath. **Metra has completed spreadsheet for both weekday and weekend Operations data compilation. Amtrak to provide fax press number for forwarding daily information which will then be compiled by Amtrak but will not be used at this time. BNSF-Amtrak connection still a work in progress.**

General Building Issues

Emergency Evacuation in Basement Areas – Metra is requesting that the stations First Responders be retrained in proper area inspection procedures. Poor response was noted during the engine fire incident on Track 3. JLL distributed the consultants report from the basement drills that occurred on August 6th. Poor performance was noted in the basement uniformed areas. JLL will investigate a video training program. Next scheduled drills will be conducted in the presence of the Chicago Fire Dept. Amtrak has supplied copies of new exit signage floor plans. Additionally an Amtrak Supt. Notice was issued to cover the evacuation procedures. BNSF and Metra will also issue notices. JLL will schedule additional drills in the next quarter. A representative from the UTU has asked to witness the next drill. Amtrak will provide prior notice to them. Next drill scheduled for week of February 11th. UTU representatives were embarrassed by the non-participation. Amtrak will provide Metra with a copy of the drill report. JLL distributed copies of the report. JLL is developing an on line training portal for Station Service personnel. Completion is expected prior to the fall fire drills. JLL hoping to have on line training portal completed prior to the August meeting. Due to management transition, the on line training portal is still in development. It is not expected to be completed prior to the fall drills**.** Drill held in January**.** Follow up on June 4th revealed some issues with annunciation – announcements to some rooms need to be fixed. Another drill to be held in next couple of months. Modifications to the CUS Basement Alarm system have been made. Completed on Tuesday, 10/21. All Metra and BNSF employees present participated in the drill. Annunciation system is now louder and was heard by all in last drill. No crew members raised Hours of Service concerns during last drill. Last drill coordinated by CBRE|U.S. Equities on 4/22 was a success with about 26 participants**.** Drill was held on Thursday, October 29th with representatives from Amtrak, CBRE, BNSF, Metra, BLE, UTU as well as Chicago Fire Chief all attending. Trainmen cooperative for most part. It was discovered that alarm in the men's bunk room had been disconnected. CBRE promised to address. A method to allow First Responders who would not have key cars access is being sought. CBRE to follow up on this and send letter to Metra and BNSF to be passed on to Unions regarding tampering with Alarm system. Audible alarms in rest areas have been secured so that they are not tampered with, and access has been given to first responders to the Crew Base area if an emergency occurs (Fireman Access box installed, info binder available. CBRE has provided an updated evacuation map for new GB office. **Next drill is scheduled for Fall 2016.**

CUS Concourse Heat – U.S. Equities is working with a mechanical engineer to reactivate the steam heaters in the Concourse ceiling using the high pressure steam service used to deice Amtrak trains. USE received feasibility study confirming that such use is possible. Design needed for further work. Contractors are working the CUS Concourse in May and June repairing and making modifications to the existing equipment to improve performance in the winter. Future possibilities discussed include air-curtains or high-power doors. USE's inspection of some of the electrical boxes have revealed some problems which will be corrected insuring that more heat will be coming into the Concourse area this winter. Completion expected in January 2015. New HVAC equipment has been installed. Metra and Amtrak are finalizing a Winter Operations Plan for CUS that will reduce infiltration of cold air into the station. Amtrak looking into installing revolving doors in some areas. BNSF inquired about more heat for the Track 4 glass house. Normal concourse operations began March 15th. Amtrak working on identifying a funding source for door replacement/repair to take place prior to next winter. A discussion took place involving the CUS Cab Court North/South Doors not being available for regular public use. BNSF and Metra would like to have the doors open for public use on a daily basis. Amtrak prefers to have them not open to the public to reduce pedestrian/passenger traffic on the Cab Court drives, which is an active driveway for deliveries. HVAC & Door improvements are in final stages of design. New Track Doors will be installed by mid-November. Track doors to have key card access ability. Plan calls for 37 additional ceiling heaters producing @ 2 million more BTUs. Installation expected late November to early December. Some project scope changes were anticipated. Some concerns regarding control of new track doors were expressed. Programing the automatic doors has been reviewed with Metra and BNSF. Implementation of Metra/BNSF doors will not happen until final review by stakeholders. All but two of the platform doors have been replaced and 80% of the new Concourse heating system has been installed. New Concourse cabinet unit heaters have been installed with good recovery at 0 degrees when doors are kept closed. CBRE is investigating what is needed to supply additional heat for Track 4 Glasshouse to augment electric heaters. Track 4 Glasshouse A/C Heat units placed on revised PM schedule – increase in service. **No new developments.**

Amtrak/Metra FFA Issues

- **Station Capital Financial Allocation Discussion –**No independent meetings are currently scheduled, however, Amtrak Engineering's request to rebuild the Harrison St. Interlocking may kick off the process. HLI Interlocking rebuild project is estimated at $74 ML Amtrak Engineering will send a formal request for participation to Metra. Metra has requested a 5 year plan. D. Klouda has provided J. Lorenzini of Metra a formal request for Capital to fund both station and track side improvements. Metra Finance Dept. will contact T. Mason of Amtrak Engineering to coordinate the requests. T. Mason has sent a five year plan to J. Lorenzini. South Side turnout replacements should be on a two year plan and separate from the five year effort. Amtrak's 5 year plan includes 6 turnouts for Harrison Street and 6 more for FY 2014. Amtrak would like to move forward with installation. Switch replacement was scheduled to begin in September. Eight switch machines have been installed. Work will resume in spring replacing turnouts and switch machines. 22 switch machines on order. Amtrak to start digging in pipe. Amtrak anticipates installing 12 new machines (on 6 new turnouts) before September. Piping and cable are currently being worked on. David Simmons and Troy Mason will discuss potential amendments to fixed facility agreement for use of remaining $2 million for 2014. Amtrak will be able to fund their portion of the Harrison Street installation with their own funds. For Metra's share of both Harrison Street and Roosevelt projects, Metra has asked that Amtrak provide a formal letter requesting Metra's portion of the funding. **Agreement went to** Metra CEO beginning of June and has been signed. South side work for next year planned for switches 120, 048, and other end of 10. Amtrak looking for replacement of 6 additional switch machines at Roosevelt and trenching for new cables. **Metra would like to obtain costs for 2015 Harrison Street work to determine amounts left for 2016 projects. Any amounts left from 2015 could be applied toward 2016 work. In addition, there is still a small credit from 2014. Troy Mason has received letter from Metra with signature delineating costs. Mike Evans and Tammy Matteson continue to work on details of credit. Metra has asked clarification of how the 65.8% calculation was derived. Amtrak's Patricia Anderson is managing the Allocation billing for Amtrak. Metra continues to await receipt of this billing.**

OTHER BUSINESS ITEMS

- **Control Center staffing –** Class of 8 new Train Directors are back at Control Center for 1 week, then back to Wilmington for 4 weeks. 5 new Directors will wind up offsetting recent vacancies/retirements. Amtrak looking to start a new class in February for June 2015 start. Approval for 6 more trainees has been approved. Have a new hire group with training classes scheduled to begin on April 6th. Amtrak also pursuing additional managerial staff for Control Center. **New Labor agreement has enabled Amtrak to meet current staffing needs. Staff now at +1.**
- Metra looking for a protocol to be set for quickly obtaining the assistance of Amtrak Police officers to assist in crowd control during Service Disruptions. Follow up meetings have been held. Amtrak, BNSF, and Metra will continue to move forward toward establishing a uniform protocol for service disruptions and other situations likely to produce crowding. BNSF had side discussion with their police and they are on board. Follow up meeting (conference call) planned for March 2016. Amtrak Police protocols are essentially in place. Input from Metra, and BNSF will be discussed in the meeting when it is held. During service disruptions, Metra has agreed to add instructions to passengers to go directly to Great Hall as part of Service Alerts sent out. Key Metra personnel are now programmed into Amrak alert system. **Conference call to be arranged by Greg Godfrey for stakeholders in future.**
- Investigate possibility of platform camera feed to Metra offices (similar to former 222 South Riverside arrangement). A "view only" camera feed of the Platform cameras has been approved by Amtrak Emergency Management and Corporate Security. The setup cost per PC is $750, with an ongoing annual licensing fee of $425 per PC. **Ongoing.**

OTHER BUSINESS (continued)

- **Handrails** – CBRE|USE is in process of gradually replacing handrails as its operating budget allows. Expect to replace 1 or 2 in next 3 months**.** CBRE|USE contractor has replaced the 24/26 Cargo Ramp hand rails. No additional handrails will be replaced this fiscal year. Will continue to monitor conditions. **South Side handrails are completed. North side handrail repairs will be considered for next fiscal year.**
- USE to send Metra a Maintenance Schedule for Cleaning Track Beds and Platforms and bids to Contractors for repairs to Mail platforms. Winterization of Track beds continues. Tracks 2-4-6 completed. Will continue to work on South side, then North. Temperature must be above 20 degrees for cleaning process to continue. Monthly walk throughs to be established with Amtrak, CBRE/USE and Metra**.** Work primarily on South Side, will work on moving to North. Grease and sand on Tks 9-11-13 to be addressed. **The power washing schedule is being addressed by CBRE. Prior to power washing, the north side track bed drainage system needs to be jetted and vacced. This work is scheduled for the week of March 14th. North side washing on hold pending Adams Street progress. Charge Adams Street for cleanup costs? CBRE will address the piles of sand on Tracks 13-15 when labor and track time are available. This continues to be a prominent issue for Metra Labor-Management meetings.**
- **SWITCH 210 - Back in service. Item to be removed.**
- **Poor radio communications with trains on North side. –** Metra Communications Supervisor Tom Zdanky met with Amtrak technicians and was told communications on Channel 13 also problematic and not much better than 44. Materials for improvement are on hand but not installed. Metra to pursue a cooperative installation of what is needed to improve radio communications on both Channel 13 and 44. Tom Zdanky was to contact Joe Glass for further planning (antennae, cabling). Wi-Fi antennae at Track 19 previously disconnected has been reinstalled? Need for improved radio communications underscored by PM rush hour meltdown on Friday, May 1st when switch 235 failed. Metra shared that it is still having an issue with background noise and that there is a dead spot on the North Side**.** FCC licensing from Metra allowing Amtrak's use of Channel 44 was sent to Greg Godfrey on June 2nd. Amtk awaiting similar authorization from BNSF? CUS North was unable to communicate with trains on North side during PM rush Grade crossing malfunction on Fri. Jan 29th and Mon. Feb. 1st. A blown fuse discovered? Ray Weinel indicated that he has a vendor supplying ports that will help the overall system. Ray does not need anything further from Metra unless improvements to parts of the Metra system are necessary. Communication problems are yet to be resolved. Some may be a workstation issue to route radio thru Track 19. Problems also on South side. We continue to experience frustration and delays due to this problem. **Two additional antennas were installed by Metra in June. Situation has improved but we will continue to monitor.**
- **Communications via Text between Amtrak Control Center and Track 19 – Track 4.** This will require new Communication Panels "Vega" at both Track 19 and Track 4, @ $3000 each. **T. Zdanky of Metra Communications department has indicated that it appears possible at this point, but before granting approval, would like to be sent an E-mail with specific details of what is to be installed, and exactly what the cost to Metra will be. Tom did not recall receiving this information. Will proceed once it is received. Ray W. to get information to Tom Zdanky. This is currently under review. It may not be feasible.**

- **PTC discussion held last month.** Monthly discussions continue. Greg Godfrey with Amtrak mentioned that good progress was made and that another eight hour meeting was scheduled during the month of February**.** BNSF anticipates their PTC to be operational by the end of 2015. Amtrak to use wi-fi as initiatior for PTC. BNSF did additional testing of fiber connections at Lumber St. in July**. BNSF continuing with fiber and/or wi-fi connections. Both Amtrak and Metra will need ability to initialize system while at the platform. Coordination of ITCS and Metra PTC systems will challenge implementation schedule. Metra Technical group names sent by Tammy M. Metra PTC group and Amtrak PTC group are talking to each other.**

- Lighting under new Post office Track 48 has been cleaned and wiring replaced. Relamping of track areas continues – most recently between Randolph and Washington. – New lighting installed on North side under overbuild is excellent. Lighting like this installed elsewhere in terminal would be ideal. This has been emphasized by Metra Labor-Management groups. CBRE to obtain designs for 150 North lighting to determine costs for widespread installation. CBRE is researching the feasibility of using and improving what is already there, modernizing the current fixtures. 2017 Budget may provide for LED lighting. Samples of new lighting options ordered. Review of Amtrak lighting standard? **Randolph Street lighting is in need of bulb replacement. Amtrak to inquire with Metra Engineering for use of Metra boom truck to accomplish.**
- **HOT LINE for UNPLUGGED TRAINS - Investigate possibility of "hot line" to report and document trains that are not plugged in when they should be. Because something of this nature was promised to EPA during our last meeting, Metra management is promoting implementation. Ray Lang to take lead in this endeavor and will need to discuss with P. Zwolfer. Set up call to discuss?**

NEW BUSINESS:

- **EPA walkthrough took place Wednesday, March 16th. Current focus on air rights properties owners.**

- **Clearance issues with Metra F59 locos and metal strip on baggage platforms. Metra still awaiting response from Mechanical design gruop.**

- **Update for switch failures and bridge problems? Contractor is assessing course of action with 100 + year old bridge.**

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DATE: **September 8, 2016**

TO: **Distribution**

FROM: **V. A. Flores, Director**
Chicago Union Station District

SUBJECT: **Monthly Amtrak/Metra Meeting Minutes**
September 8, 2016

The monthly Amtrak/Metra meeting will be held on ***Thursday, Septem ber 8th, 2016 at 9:00 a.m.*** at the Amtrak – Control Center Conference Rm. 100 at 500 W. Jackson **Conference Room Call-in Number – (866) 209-1307, then dial 123400#.**

Diesel Exhaust Issues

Old Post Office Building – Owners of the property are International Property Developers. Fire system has been disconnected and drained. 24 hour security was restored in March**.** The mail dock area is still subject to heavy leaking. One of the east side diesel exhaust fans caught fire on Feb. 17th. The CFD attempted to utilize the standpipe system without success. The fire was extinguished using hand pumps and portable extinguishers. The building had another fire on July 28th. IPD had a mechanical contractor repair the stand pipes per CFD. The city's legal action involves life safety violations and is being pursued through the County Courts. Amtrak's suit is moving forward through Federal Court. Amtrak attended a January meeting between the City of Chicago and IPD to track their progress on the life safety items. IPD admitted that 1 fan was out of service and has committed to repair it within 30 days. Amtrak Engineering placed IPD on notice that if they contemplate the replacement of any track exhaust system they would need to comply with the current over build specifications. Amtrak's Federal law suit has been decided and the court ordered a consent decree be imposed on IPD. The decree states that they will run all their exhaust equipment 24/7/365. They have also been directed to allow Amtrak access for testing the equipment on a quarterly basis. The results of the first test indicated that 2 fans were running, but only at about 50%. The test results were sent to Amtrak Legal. Per their consent, U.S. Equities contractor tested the fans in September. The test's written report has not been issued, but USE will forward a copy before next meeting for distribution. Terminal meeting to explore additional monitoring of switching from Loco power to Ground power while in CUS. April tests indicated that one of the eleven fans was running at 50% of design capacity. The other 10 are working properly. Amtrak's outside legal counsel appeared in Court for status on the City of Chicago's case against the Old Post Office owner on Wednesday, 10/1. It was discovered that little, if anything, was being done to maintain the Old Post Office. The Old Post Office owner confirmed that it is spending most of its time looking to lease and/or sell the property. The Old Post Office continues to attempt to repair its one underperforming diesel exhaust fan, and it indicates it is an issue with duct blockage. Fire in Diesel Exhaust Plenum end of November – Preliminary investigation indicates fire started in fan housing. CBRE-USE arranging for inspection of all fans. CBRE|USE's contractor has completed tests on 10 of the 11 fans. The fan damaged by fire in November 2014 has been repaired and the contractor is being scheduled to retest it. Fan is now operational. The Chicago Fire Department and the City of Chicago Buildings Department inspected the building in May and found 2 of the 11 fans not running**.** The regular inspection of the diesel exhaust fans was completed in June by the CBRE|U.S. Equities contractor. One (1) of the Old Post Office's eleven (11) exhaust fans was operating at 47% capacity. CBRE is waiting for a repair timeline from the Old Post Office for its exhaust fan that is operating at 47% capacity. The Old Post Office gave notice to CBRE that repairs were made to Fan 5b. CBRE had its vendor re-test the fans and found better results for 5b but Fan 5a is now operating well below capacity. The City of Chicago's Department of Planning and Development has approved the seizure of the Old Post Office through eminent domain and is in the process of soliciting a new developer for the project. CBRE has investigated the option of an indicator panel for fan operation. May require cooperation of overbuild properties. CBRE is working on a design using a low pressure switch to confirm if exhaust is operating. The Old Post Office closed to new owner 601W. The new owner seems eager and funded to begin the redevelopment of the site. The City of Chicago has an Agree Order in place with 601W which includes a compliance schedule for 1) stabilization repairs to the CUS Train and 2) repairs to diesel exhaust fans. Currently Diesel Exhaust Fan 2 is not working even though it was repaired in June. Fans 5a and 5b also were in need of repairs. CBRE continues to monitor the work being completed by 601W**. CBRE continues to investigate a monitoring system for overbuild fan operations. Similar exhaust system monitoring is a part of the Master Plan design and development. The Old Post Office is reporting to the City of Chicago that all of its fans are operating normally. The Old Post Office is planning to replace all 11 diesel exhaust fans over the next 12 months. CBRE's vendor will complete a Track Exhaust Fan Survey of the Old Post Office fans and all the other overbuild diesel exhaust fans by November 2016.**

10 & 120 S. Riverside: U.S. Equities received the Test and Balancing report for 10 & 120 S. Riverside. The report indicated that 10 S. Riverside's South Exhaust Shaft is pulling 39% of the CFMs it was designed for due to a fan not running. It also indicated that 120 N. Riverside's North Exhaust Shaft is pulling 49% of the CFMs it was designed for due a fan not running. Test results from April indicated fans were running at 90% or greater of design capacity. U.S.E. will be testing the fans again in the fall. USE is scheduling Diesel Exhaust Fan tests of overbuild buildings in October and November. Metra has expressed concern regarding excess diesel exhaust fumes on Tracks 1, 3, and 5. Amtrak is investigating procedural and Schedule Agreement changes that would allow Train Crews to plug in and unplug their own equipment. CBRE|USE's contractor has completed tests and 10&120SR fans are running within tolerance**.** 222 S. Riverside is under new ownership and CBRE|USE is scheduling a meeting with its management to confirm that the owner is operating its exhaust fans in the reverse direction to give a greater positive pressure in the CUS Concourse. CBRE/USE was to meet with 222 S. owners and document their understanding of what needs to be done. CBRE/USE along with Amtrak legal has engaged in further communications with 10 & 120 South Riversides management groups. Per the last CBRE|U.S. Equities inspection, all fans at 10 & 120 S. Riverside are running within tolerance. On Monday, June 1st, CBRE|U.S. Equities received reports of diesel exhaust in the CUS Concourse. As follow-up to this report, the CBRE|U.S. Equities team investigated the operations of the 222 S. Riverside diesel exhaust fans. It was found that two (2) out of the four (4) were not operational. Wally Kruce communicated to the 222 S. Riverside GM, Dean Cichon, that this was unacceptable. Mr. Cichon indicated that all the fans were to be turned on. All Exhaust Fans now running within tolerance. Metra requesting that an indicator light panel for these fans also be looked into. CBRE looking at Design and will then submit to Amtrak for funding allocation. Following falling of approximately 10 linear feet of plenum on Platform 1-3 in early September, and over Track 13 late August, USE pursuing full plenum inspections in addition to ongoing hammer sounding. 2-4 Platform netting has been extended and additional netting may be used. Preventative exams take place every Friday. As a result of EPA testing, EPA has sent letters to Building owners. **Diesel Exhaust Plenum Pressure sensor system is in the process of preliminary design. The goal of system is to have real time data to indicate the operation of all overbuild diesel exhaust fans. ESD Mechanical Group finalizing preliminary plan. Should become part of Master Plan.**

Engineering Issues

- **Lake Street Interlocking Signals –** Amtrak plans to install the new style (LED) signals in the North and South Interlockings. North Side is complete. Amtrak Engineering is focusing on the switch and track work at Roosevelt. At 21st Street, inbound signals 804 and 805 (NS 1 and NS 2 on cantilever) have been replaced with LED signals. Only signals remaining to be changed is the outbound units at Polk St. Amtrak Engineering will schedule the Polk St. Signal change to be completed by December. After Polk St. there will be 6 remaining units. Track design is required to change out the remaining 6 units. Design is in progress and being performed by the Philadelphia Engineering dept. Amtrak has 6 new turnouts on hand and 6 more on the way for installation on 0-track and 1-track. 20 LEDs are expected to ship Friday, 8/8. Amtrak Engineering is working on Polk Street signals. No progress yet on installing the retrofit kits for the Lake Street Interlocking. Amtrak Engineering is also working on the transition from air to electric switches from Harrison to Roosevelt including installation of 6 new turnouts. These new electric switches have already been purchased. Troy Mason said no additional funds are available for new switches, so Troy asked Metra if an opportunity exists to modify Facility's Agreement to have Metra support this cost. Designs for new LEDs must go through Philadelphia. Troy Mason indicated that Amtrak will be able to provide funding for the Harrison Turnouts. Funds will be available in FY16 for Roosevelt Machines. Tammy Matteson and Troy Mason will discuss percentage split. Amtrak to make formal request to Metra for participation. Lake Street interlocking is ongoing. Dave Leahy was concerned about derail at Roosevelt and Frank Devries with Amtrak Engineering responded that two sets of custom rods (one as back-up) were made to complete the repair, but it was discovered in the field that the sets were fabricated incorrectly. Amtrak Engineering modified one set of rods in the field to make the fix and sent the other set back for modifications. The set of rods sent out for modifications was received back and is now installed. **Ray Weinel is working with his Amtrak Philadelphia contacts to get movement on this project. Separately, Metra stated that they have not been billed for last year Harrison's work and other work. South side work to begin soon on Switch V12.**

Overbuild Structural Issues

2 N Riverside –Ownership of the Track 0 area has been settled with 2 North Riverside providing title to CUSCO. CUSCO has agreed to remove the damaged section of plenum that will allow the remediation of the clearance issue at the switch location. Amtrak Engineering is generating a proposed plenum removal scope and budget for submission to Metra. Amtrak has placed an internal Capital Request for funding their share of the overhead plenum removal. Amtrak Engineering will provide Metra with an update as to the amount of funding committed to date. There is some misunderstanding regarding status of funding for removal of plenum over the 352 (lap) switch. Amtrak has requested funding for their portion of the cost estimated at approx. $500,000. Metra feels that any costs associated with plenum removal should be covered with monies remaining from the original LSI project estimated at approx $2,000,000. Since 352 lap switch was an integral part of the original design and project, funding needed to make this switch operational should take precedence over switch machine replacement. Metra stated that the RTA has a meeting in June and they expect an approval for matching funds on the plenum removal project. Amtrak will review the agreement with 2 N. Riverside regarding restoration of the plenum at a new height. Amtrak Engineering stated that the design is done but needs to be updated for a proper bid spec. RTA is scheduled to review the grant status at the June 29th meeting. Metra stated that the construction management fees were included in the grant language. RTA Board has approved the money needed for project to move forward**.** New design is needed, and Amtrak will include Design as part of work so that existing Contract can be used. Metra to contact Troy to finalize means of funding. This will free up rest of money for switch replacement. Money has been freed up for switch replacement. $2.7 million identified for projects. Plenum removal necessary for operation of Lap switch has been identified as a priority item. Ron Blaine has asked for a contact at Metra in order to work through bid docs and construction. Formal bid still required. For #352 Lap switch, Plenum needing to be removed is about 250 feet by 50 feet. Metra has rejected idea of doing any of this work in house, or hiring contractor directly. Metra has necessary funding in place for Amtrak to begin work, but current Contract does not specify provisions for Design. Amtrak will attempt to include Design function as part of Construction in order to proceed. Lake Street Interlocking - 2 North Plenum Demolition Project Design received final approval on May 30. Amtrak Engineering has determined who the buyer is, and has sent them an email asking them to contact them to go over the project in order to begin the process of hiring the designer. Amtrak now has documents signed by Metra CEO authorizing Amtrak to move forward with the Design phase of the Plenum removal. Documents are now at Amtrak Legal awaiting signatures. Metra waiting for fixed facility agreement. Amtrak has been given the notification to proceed. A timetable for the project is forthcoming. A preliminary inspection took place on Sunday, August 24th. Inspection and measurement for plenum removal has already taken place. Design is 90% complete. Should be done by 10/17. Ron Blaine is Amtrak's point of contact for the project. A meeting/teleconference was held in mid-December with Metra, Amtrak, and Contractor. A follow-up teleconference was held on January 14th. It appears that the work may require 4 or more station tracks out of service at one time. Metra favors completing work between 9:45 PM and 5:00 AM, Amtrak has been pursuing the possibility of removing 4 tracks at once between four weekends, Friday night to Monday morning. Further discussions will be held prior to resolution. Amtrak believes that Contractor's original proposal included approximately 4000 square feet of unnecessary plenum removal. Estimated cost range for work is from approximately $290,000 to $500,000 depending on agreed to project hours. Paul Sanders with Amtrak and Wally Kruce with CBRE are reviewing the 2 N. Riverside legal documents to determine Amtrak's liability exposure. Amtrak currently has a full set of design drawings. A meeting was held on Thursday, 5/21, which was attended by Amtrak Engineering, Amtrak Customer Service, CBRE|U.S. Equities and members of the 2 N. Riverside ownership team. At this meeting it was agreed upon to move forward with the process to extend the Plenum Agreement between 2 N and Metra/Amtrak by 12 months. All those in attendance agreed that this could be done with a simple one (1) page amendment that simply extends the term. Amtrak Legal and Metra Legal received and reviewed the amended Plenum Agreement in June from 2 N. Riverside ownership. A recommended change to the document was agreed upon by both Amtrak and Metra Legal and was returned to 2 N. Riverside for consideration on June 19, 2015. 2 N. Riverside has not yet commented on the recommended change. A condition of implementation requested by 2 N. Riverside is the completion of an impact survey. Amtrak Engineering (Ron Blaine) was to have completed the survey in June. The site plan was submitted to 2 N. Riverside by Amtrak Engineering. The Plenum Agreement has been reviewed and has received initial approval by Metra, Amtrak and 2 N. Riverside. However, signatures are waiting until final legal review has been completed by all stakeholders' legal departments. Charlie Harrison of Metra Legal forwarded copies of Final Plan Set and Specifications for final submittal to Gary Rose of 2 North on Mon. October 5th. A Conference Call was held toward the end of October. 222 S. Riverside has indicated that air and vibration monitoring will need to take place before they will agree to work beginning. Metra Counsel Charlie Harrison has indicated that Carnow, Conibear Environmental Consulting has been retained to complete the requested survey information. This firm sent a letter to Mike Fields confirming this on April 28th. Amtrak has engaged an Industrial hygienist to provide baseline AQ per 2 N. Riverside's request in order to finalize agreement. **Charlie Harrison indicated on Aug. 31 that John Wasserman reports the building will not be requesting indoor air quality testing or air volume testing. In preparation of contract finalization, Metra-Amtrak need to coordinate and agree upon work schedule/costs.**

Madison Street Kiosk – JLL has received complaints of poor lighting, missing ceiling, graffiti, and general dirty conditions at the entrance. JLL and Metra worked together to solve the stair and roof issues. The finish items related to ceiling and painting have been scoped on an architectural plan that JLL is bidding. Final pricing will be completed in time for a spring start. JLL has additional pricing coming in. Based on the previous bids Metra has funding available to move forward. JLL to provide updated pricing at April meeting. Budget price received of $95k. RFP has been issued with final pricing due in May. Bid analysis will be delivered to Metra as soon as complete. JLL emailed the bids and bid analysis spread sheet to T. Matteson at Metra. Caulking had been applied to stairwells, and cut into treads. In response to Collapse of sheeting over 5-7 platform stairway, contractor had been removed from property. JLL to look into preventive measures to address potential future problems. U.S. Equities requested and received a breakdown of labor and material costs for the three contractor bids. This breakdown was emailed to Metra the day before the meeting. If the project needs to be value engineered, U.S. Equities will organize the effort to do so. Also, U.S. Equities was under the impression that Metra had $95k available to complete the project, however those funds are not available. Per Metra's direction, all maintenance and repair work in the Kiosk must be contracted through the 10 S. Riverside owner. Historically, this work was completed by the CUS facility manager and billed to Metra. Therefore, U.S. Equities will now coordinate the repair agreements between Metra and the 10 S. Riverside owners. Please note that 10 S. Riverside buidling is scheduled to be sold on October 17th, and U.S. Equities is in contact with the new owner's agent. Question was raised in September meeting regarding the $95k figure – Glen Peters was to check on this. U.S. Equities and Amtrak met with 10 S. Riverside's new owner on 11/14. The new owner was agreeable to work with U.S. Equities to make repairs to the Kiosk. U.S. Equities met with 10 S. Riverside (10SR) ownership regarding the ongoing improvement/repairs needed at the Madison Kiosk. U.S. Equities communicated to 10SR that Metra is unable to pay CUS/U.S. Equities to complete any repairs to the Kiosk because Metra's lease agreement for this asset is not with CUS/U.S. Equities. Therefore 10SR would need to complete any improvement/repairs itself and invoice Metra directly. Per the meeting, 10SR is willing to do this but is concerned about timely work order approvals and a timely invoicing process. A solution to this concern, proposed by U.S. Equities, is to establish an annual force account for the Kiosk's estimated maintenance budget funded by Metra and held by 10SR. The proposed force account was shared with Metra's Alvin Terry on Tuesday, 3/4 and U.S. Equities is waiting for feedback. Metra completed a walk-through of the Madison Street Kiosk on Monday, 3/17, with the Kiosk's landlord, 10 S. Riverside. The purpose of which is to assess the current state of the structure so that plans can be designed for repairs needed. U.S. Equities joined this walkthrough as an observer. Metra Engineering has completed a design scope to make cosmetic improvements to the structure. 10 S. Riverside, the Kiosk owner, will bid and contract the project work, under the oversight of Metra and USE. Metra has approved the work to complete the repairs of the Madison Street Kiosk. Final construction contract will be signed by Metra when a "not to exceed" clause or its equivalent is accepted by the general contractor. Painting and drywall work will be completed before frigid winter weather begins. All stairways will remain open during work. A majority of the stone and masonry work will occur in the spring as weather allows. Metra has seen an increase in project cost and is waiting for scope clarifications from GC to justify the increase. Revised bid scope to include railroad insurance. Metra is negotiating a not to exceed price with Contractor before major work is complete. Metra Board has approved project and its funding. General Contractor agreement has been approved by Metra to complete project work. Project contract has been signed and Metra has made the initial deposit with the GC. Construction permits and schedule are being finalized by the GC. Initial meetings were held in March. Project will be in 4 phases. The first 2 phases will not affect stairways, and access will be maintained at all times. **Project is ongoing. Initial work will be Kiosk roof repairs and will not cause platform closures. Platform closures are anticipated in late September/early October. Planned completion date is mid-October, 2016. Contractor for Madison Street Kiosk work will need to coordinate with Track outages scheduled for Adams Street and 222 South Riverside. Metra Police have asked to have Jersey Barriers placed to prevent access to work areas.**

Train Shed Overbuild Inspection – JLL retained Klein & Hoffman, a structural engineering firm to conduct a visual inspection of the overbuilds from Randolph St. to Taylor St. Final report was sent to Air Rights properties on October 3, 2011, cement found on Metra engine originated from the 120 South Riverside Overbuild. 10/120 temporary work has been completed. Plaza restoration on the 10 S. Building have been completed. Work on the 120 S. Riverside Plaza will begin in the Spring. The hammer sounding work under the atrium section south of Jackson is completed. Temporary repairs to the City owned section of Canal over Track 2/4 have been authorized by Amtrak. During the repairs ACM was discovered and was abated. Replacement of the missing canopy sections is scheduled for April. Adams St. hammer sounding is complete. 300 S. Riverside is forming the repaired columns to except the cement fireproofing as a part of their repairs. Repairs to Canal St. 2 to 3 weeks of work remaining. 300 S. Riverside work continues based on track availability. Atrium area west of 300, roof repairs are scheduled over platforms 14/16 & 18/20 for next week. Roof repair on atrium completed last week. JLL will obtain pricing on updating the over build structural inspection for this fall. U.S.E. to look into more aggressive inspections to address other crumbling issues, moving from a reactive to a pro-active approach. U.S.E. will obtain updated pricing from Klein & Hoffman to update the overbuild structural inspection this fall. Klein & Hoffman began the inspection of the 10 & 120 S. overbuild. Due to the availability of track time and flagman, the final report will be completed by December 2013. USE will continue to work toward determining an appropriate inspection cycle to pro-actively identify and repair problem areas. Klein & Hoffman inspections were delayed and so the final report are not yet complete. The report should be completed by the end of January. As communicated in last month's meeting by U.S. Equities, initial reports indicated multiple imminently hazardous conditions under the Old Post Office. Due to this issue, Amtrak legal arranged a walkthrough with the City of Chicago's Building Department, Chicago Fire Department, the Old Post Office's property manager and the Old Post Office's structural engineer, Mueller & Associates. Mueller & Associates is arranging to complete its own train shed condition report through Amtrak Engineering. In December a U.S. Equities contractor hammer sounded imminently hazardous conditions under the Old Post Office. U.S. Equities has received the final draft of the report, and after review and approval it will be sent to Metra. There has been additional concrete falling over 1-3 and 2-4 platforms as well as Track 18. USE addressing all issues in K&H survey and following up with CDOT. U.S. Equities will continue to monitor issues with Expansion joints on West Side and Jackson St. Bridge and report to CDOT. U.S. Equities completed two nights a week of proactive hammer sounding during the month of April, and will continue this schedule in May. U.S Equities also completed concrete repairs on the North Service Platforms last month. U.S. Equities completed two nights a week of proactive hammer sounding during the month of May, and will continue this schedule in June. On Friday morning, 5/23, a large piece of concrete fell on Platform 1 – 3 from the Canal Street overbuild. As a result, Track 1 & 3 were closed from 5/23 to Monday, 6/2, for a "hands on" structural engineer inspection and hammer sounding by a contractor. A meeting was also held on Wednesday, 5/28, with CDOT, Amtrak and U.S. Equities to discuss the condition of the Canal Street overbuild and the steps to ensure safety in the future. Metra Mechanical advises that the falling concrete struck the roof of Locomotive 426 and caused between $30,000 and $50,000 damage to fan and housing assembly. The construction of the canopy over Passenger Platform 1/3 has been approved and the funding source for the work is being finalized. Amtrak's counsel has sent a letter to the City of Chicago demanding it make repairs to the Canal Street Bridge. The letter also states that if the City does not repair the Canal Street Bridge, Amtrak shall do the repairs itself and pursue reimbursement from the City. 222 South Riverside work is starting to rectify problems with Plaza. Initial work taking place in McDonalds space. Watertight lid is needed and concrete needs to be replaced where removed. Some plenum replacement also required. Work to remedy Track 2-4 platform problem has already begun. Design for 1-3 canopy is complete and work will be going out for bid next month. Overnight Track windows are planned for the 1-3 platform canopy work. **Labor organizations have expressed safety concerns regarding the ongoing problem of falling concrete. Metra is looking for regular documentation of hammer-sounding and any other measures being undertaken to correct the problem. 2/4 Canopy repairs ($400,000) were completed in March, and Track 1/3 Canopy construction ($500,000) was completed in June. Reactive hammer sounding will contiue to occur in response to incidents should any occur. HAMMER SOUNDING IN AUGUST, 2016:**

- **TRACK 12 Post 10-20 on August 29, 2016.**

CANAL STREET REBUILD PROJECT (New Agenda Item):
CDOT has completed initial Canal Street conditions assessment. CDOT kick-off meeting to occur soon. **City has agreed to Street Closure October 10-23. Track outage tentatively planned for October 14-15-16. Per Amtrak and Metra Engineering, wood ties will be installed/replaced on Metra portion and concrete ties on Amtrak portion.**

Adams Street Bridge: In early November, delaminated concrete was found under the Adams Street Bridge in the netting over Track 5/7. U.S. Equities had a contractor clear the netting and hammer sound the surrounding area. U.S. Equities has scheduled a contractor to hammer sound the the Adams Street Bridge in November. On Monday, November 18th, a second meeting was held at the CUS Control Center to discuss the Adams Street Bridge project. The project is now expected to begin in 2015. The schedule is TBD. CDOT has indicated that Track outages should only be necessary on nights and weekends. Inquiries concerning project are to be handled through Amtrak Engineering (Earl Watson) in Philadelphia**.** Demolition is anticipated to start in August 2015. ComEd has contacted Mead Electric to move ComEd Distribution line over 1-3. Line has to be moved before demolition can begin. Line cannot be moved during Air Conditioning season. Late start may require additional provisions for coverage if project runs into the Winter months. Amtrak Engineering attempting to meet with CDOT for updates. The relocation of the Adams Street ComEd work is complete. Additional work to take place behind ticket office (completed). Additional work at 222 S. Riverside may take place concurrently with this project. Demo work has begun taking 2 station tracks out of service each Fri PM to Mon with adjacent tracks barricaded at North end**.** Pedestrian access to station across bridge will remain open for duration of project. Standing meeting is in place for all stakeholders at Control Center every Thursday at 10:00am**.** Walsh Construction responsible for protecting 480 Electrical boxes in exposed areas and has added pump requested to remove accumulating water. Amtrak has set up a billing process for Metra to pass on associated project costs through to Walsh/CDOT. Amtrak is concerned about current and future CDOT projects with regards to scheduling track and time. Should Walsh not be able to show scheduling competency, Amtrak may shut them down. Greg Godfrey to convey this direction to Walsh. Also Metra asked for the contract from Amtrak for CDOT reimbursables. Metra has concerns about flooding caused in basement area (trainman's locker room and lounge) during recent heavy rain fall where water entered open area and down ramps **Water remediation plans have been provided by contractors working on the bridge and plaza per Amtrak and CBRE's direction. Plans have reduced CUS basement flooding.**

Transportation Issues

- **Methods For Providing Amtrak With Simplified Version of FRA Materials –** Amtrak is asking Metra to review methods for providing Amtrak with a simplified version of FRA – required crew and consist information for Metra trains operating on Amtrak right-of-way. An internal audit by Amtrak identified this deficiency and is urging Metra to comply. Metra has prepared a spread sheet which will show required information for all trains once filled in. Metra has agreed to provide information on a daily basis for Amtrak to fill in. In lieu of that, Metra has also offered to fax copies of individual Crew Reports for each train which have all required information. Amtrak insists that it is Metra's responsibility to provide the required information in a complete and usable format. Further discussion will be needed before issue can be resolved. Amtrak states that current method of providing materials does not meet FRA requirements. Amtrak transportation will send Metra transportation a letter to that effect. Metra still contends that information provided meets the criteria and it is up to Amtrak to compile the information as they see fit. Amtrak is obtaining an official opinion from the Rules Department. Metra Rules is waiting to hear back from Amtrak as to whether the FRA will accept the submittal. R. Oppenheim advises that CN, CP, and NS get the same information in the same format that Amtrak gets. D. Rodriquez has indicated that there is a possibility that when the new Alstom Dispatching system is installed sometime after July 1st, it will be compatible with the system used by Crew Management, and some form of electronic transmission of data might be possible. Amtrak understands, but stated the information is still non-compliant. Amtrak stated that the new SWS Crew sheets meet the criteria. Also looking at 'Clearpath' which is a crew and consist version of the COPS system for solution. Amtrak Terminal Display is now available on COPS. All Dispatching Desks at CCF have been converted to and are operating on the new system. Inclusion of Crew data has not yet been addressed, however some desks are generating delay reports through the system. BNSF inquiring about obtaining OTP data directly from ARINC system. Amtrak has agreed to make modifications requested by BNSF to enable a Data exchange when possible. Amtrak will need to obtain BNSF IT specs to continue. Amtrak close to automating freight data collection for Michigan Line and 21st Street. Phase II with data exchange through CAD system projected for 2016. BNSF and Amtrak also exploring use of Clearpath for data exchange. Metra is currently providing UP with crew and consist information for Heritage Corridor trains. Technology advances will continue to concentrate on Michigan Line for now. Tests taking place with NS for Michigan Line operations. NS waiting for Atlanta to hook up. Metra currently sends SouthWest Service markups to NS. Amtrak has indicated that NS has experienced difficulties with Clearpath. **Metra has completed spreadsheet for both weekday and weekend Operations data compilation. Amtrak to provide fax press number for forwarding daily information which will then be compiled by Amtrak but will not be used at this time. BNSF-Amtrak connection still a work in progress, but some progress has been made.**

General Building Issues

Emergency Evacuation in Basement Areas – Metra is requesting that the stations First Responders be retrained in proper area inspection procedures. Poor response was noted during the engine fire incident on Track 3. JLL distributed the consultants report from the basement drills that occurred on August 6th. Poor performance was noted in the basement uniformed areas. JLL will investigate a video training program. Next scheduled drills will be conducted in the presence of the Chicago Fire Dept. Amtrak has supplied copies of new exit signage floor plans. Additionally an Amtrak Supt. Notice was issued to cover the evacuation procedures. BNSF and Metra will also issue notices. JLL will schedule additional drills in the next quarter. A representative from the UTU has asked to witness the next drill. Amtrak will provide prior notice to them. Next drill scheduled for week of February 11th. UTU representatives were embarrassed by the non-participation. Amtrak will provide Metra with a copy of the drill report. JLL distributed copies of the report. JLL is developing an on line training portal for Station Service personnel. Completion is expected prior to the fall fire drills. JLL hoping to have on line training portal completed prior to the August meeting. Due to management transition, the on line training portal is still in development. It is not expected to be completed prior to the fall drills**.** Drill held in January**.** Follow up on June 4th revealed some issues with annunciation – announcements to some rooms need to be fixed. Another drill to be held in next couple of months. Modifications to the CUS Basement Alarm system have been made. Completed on Tuesday, 10/21. All Metra and BNSF employees present participated in the drill. Annunciation system is now louder and was heard by all in last drill. No crew members raised Hours of Service concerns during last drill. Last drill coordinated by CBRE|U.S. Equities on 4/22 was a success with about 26 participants**.** Drill was held on Thursday, October 29th with representatives from Amtrak, CBRE, BNSF, Metra, BLE, UTU as well as Chicago Fire Chief all attending. Trainmen cooperative for most part. It was discovered that alarm in the men's bunk room had been disconnected. CBRE promised to address. A method to allow First Responders who would not have key cars access is being sought. CBRE to follow up on this and send letter to Metra and BNSF to be passed on to Unions regarding tampering with Alarm system. Audible alarms in rest areas have been secured so that they are not tampered with, and access has been given to first responders to the Crew Base area if an emergency occurs (Fireman Access box installed, info binder available. CBRE has provided an updated evacuation map for new GB office. **Next drill is scheduled for October 25th, 2016.**

CUS Concourse Heat – U.S. Equities is working with a mechanical engineer to reactivate the steam heaters in the Concourse ceiling using the high pressure steam service used to deice Amtrak trains. USE received feasibility study confirming that such use is possible. Design needed for further work. Contractors are working the CUS Concourse in May and June repairing and making modifications to the existing equipment to improve performance in the winter. Future possibilities discussed include air-curtains or high-power doors. USE's inspection of some of the electrical boxes have revealed some problems which will be corrected insuring that more heat will be coming into the Concourse area this winter. Completion expected in January 2015. New HVAC equipment has been installed. Metra and Amtrak are finalizing a Winter Operations Plan for CUS that will reduce infiltration of cold air into the station. Amtrak looking into installing revolving doors in some areas. BNSF inquired about more heat for the Track 4 glass house. Normal concourse operations began March 15th. Amtrak working on identifying a funding source for door replacement/repair to take place prior to next winter. A discussion took place involving the CUS Cab Court North/South Doors not being available for regular public use. BNSF and Metra would like to have the doors open for public use on a daily basis. Amtrak prefers to have them not open to the public to reduce pedestrian/passenger traffic on the Cab Court drives, which is an active driveway for deliveries. HVAC & Door improvements are in final stages of design. New Track Doors will be installed by mid-November. Track doors to have key card access ability. Plan calls for 37 additional ceiling heaters producing @ 2 million more BTUs. Installation expected late November to early December. Some project scope changes were anticipated. Some concerns regarding control of new track doors were expressed. Programing the automatic doors has been reviewed with Metra and BNSF. Implementation of Metra/BNSF doors will not happen until final review by stakeholders. All but two of the platform doors have been replaced and 80% of the new Concourse heating system has been installed. New Concourse cabinet unit heaters have been installed with good recovery at 0 degrees when doors are kept closed. CBRE is investigating what is needed to supply additional heat for Track 4 Glasshouse to augment electric heaters. Track 4 Glasshouse A/C Heat units placed on revised PM schedule – increase in service. **No new developments.**

Amtrak/Metra FFA Issues

- **Station Capital Financial Allocation Discussion –**No independent meetings are currently scheduled, however, Amtrak Engineering's request to rebuild the Harrison St. Interlocking may kick off the process. HLI Interlocking rebuild project is estimated at $74 ML Amtrak Engineering will send a formal request for participation to Metra. Metra has requested a 5 year plan. D. Klouda has provided J. Lorenzini of Metra a formal request for Capital to fund both station and track side improvements. Metra Finance Dept. will contact T. Mason of Amtrak Engineering to coordinate the requests. T. Mason has sent a five year plan to J. Lorenzini. South Side turnout replacements should be on a two year plan and separate from the five year effort. Amtrak's 5 year plan includes 6 turnouts for Harrison Street and 6 more for FY 2014. Amtrak would like to move forward with installation. Switch replacement was scheduled to begin in September. Eight switch machines have been installed. Work will resume in spring replacing turnouts and switch machines. 22 switch machines on order. Amtrak to start digging in pipe. Amtrak anticipates installing 12 new machines (on 6 new turnouts) before September. Piping and cable are currently being worked on. David Simmons and Troy Mason will discuss potential amendments to fixed facility agreement for use of remaining $2 million for 2014. Amtrak will be able to fund their portion of the Harrison Street installation with their own funds. For Metra's share of both Harrison Street and Roosevelt projects, Metra has asked that Amtrak provide a formal letter requesting Metra's portion of the funding. **Agreement went to** Metra CEO beginning of June and has been signed. South side work for next year planned for switches 120, 048, and other end of 10. Amtrak looking for replacement of 6 additional switch machines at Roosevelt and trenching for new cables. Metra would like to obtain costs for 2015 Harrison Street work to determine amounts left for 2016 projects. Any amounts left from 2015 could be applied toward 2016 work. In addition, there is still a small credit from 2014. Troy Mason has received letter from Metra with signature delineating costs. Mike Evans and Tammy Matteson continue to work on details of credit. Metra has asked clarification of how the 65.8% calculation was derived. Amtrak's Patricia Anderson is managing the Allocation billing for Amtrak. Metra continues to await receipt of this billing. **Metra needs invoice on CUSCo Letterhead in order to process payment. Funding in place for 048 switch replacement. Work possible Sept 16-19.**

OTHER BUSINESS ITEMS

- **Control Center staffing –**
  New Labor agreement has enabled Amtrak to meet current staffing needs. **Staffing is adequate.**
- Metra looking for a protocol to be set for quickly obtaining the assistance of Amtrak Police officers to assist in crowd control during Service Disruptions. Follow up meetings have been held. Amtrak, BNSF, and Metra will continue to move forward toward establishing a uniform protocol for service disruptions and other situations likely to produce crowding. BNSF had side discussion with their police and they are on board. Follow up meeting (conference call) planned for March 2016. Amtrak Police protocols are essentially in place. Input from Metra, and BNSF will be discussed in the meeting when it is held. During service disruptions, Metra has agreed to add instructions to passengers to go directly to Great Hall as part of Service Alerts sent out. Key Metra personnel are now programmed into Amrak alert system. Conference call to be arranged by Greg Godfrey for stakeholders in future. **Implementation of Service Disruption plan has occurred several times recently. All stakeholders continue to provide input for future improvements in safeguarding passenger flow. New Digital signage will have 4 notification modes: BNSF, North Concourse, South Concourse, and All.**
- Investigate possibility of platform camera feed to Metra offices (similar to former 222 South Riverside arrangement). A "view only" camera feed of the Platform cameras has been approved by Amtrak Emergency Management and Corporate Security. The setup cost per PC is $750, with an ongoing annual licensing fee of $425 per PC. **Ongoing.**

OTHER BUSINESS (continued)

- **Handrails** – CBRE|USE is in process of gradually replacing handrails as its operating budget allows. Expect to replace 1 or 2 in next 3 months**.** CBRE|USE contractor has replaced the 24/26 Cargo Ramp hand rails. No additional handrails will be replaced this fiscal year. Will continue to monitor conditions. **South Side handrails are completed. North side handrail repairs will be considered for next fiscal year.**
- USE to send Metra a Maintenance Schedule for Cleaning Track Beds and Platforms and bids to Contractors for repairs to Mail platforms. Winterization of Track beds continues. Tracks 2-4-6 completed. Will continue to work on South side, then North. Temperature must be above 20 degrees for cleaning process to continue. Monthly walk throughs to be established with Amtrak, CBRE/USE and Metra**.** Work primarily on South Side, will work on moving to North. Grease and sand on Tks 9-11-13 to be addressed. **The power washing schedule is being addressed by CBRE. Prior to power washing, the north side track bed drainage system needs to be jetted and vacced. This work is scheduled for the week of March 14th. North side washing on hold pending Adams Street progress. Charge Adams Street for cleanup costs? CBRE will address the piles of sand on Tracks 13-15 when labor and track time are available. This continues to be a prominent issue for Metra Labor-Management meetings. Limited North side washing expected Fall 2016.**
- **Poor radio communications with trains on North side. –** Metra Communications Supervisor Tom Zdanky met with Amtrak technicians and was told communications on Channel 13 also problematic and not much better than 44. Materials for improvement are on hand but not installed. Metra to pursue a cooperative installation of what is needed to improve radio communications on both Channel 13 and 44. Tom Zdanky was to contact Joe Glass for further planning (antennae, cabling). Wi-Fi antennae at Track 19 previously disconnected has been reinstalled? Need for improved radio communications underscored by PM rush hour meltdown on Friday, May 1st when switch 235 failed. Metra shared that it is still having an issue with background noise and that there is a dead spot on the North Side**.** FCC licensing from Metra allowing Amtrak's use of Channel 44 was sent to Greg Godfrey on June 2nd. Amtk awaiting similar authorization from BNSF? CUS North was unable to communicate with trains on North side during PM rush Grade crossing malfunction on Fri. Jan 29th and Mon. Feb. 1st. A blown fuse discovered? Ray Weinel indicated that he has a vendor supplying ports that will help the overall system. Ray does not need anything further from Metra unless improvements to parts of the Metra system are necessary. Communication problems are yet to be resolved. Some may be a workstation issue to route radio thru Track 19. Problems also on South side. We continue to experience frustration and delays due to this problem. **Two additional antennas were installed by Metra in June. Situation has improved but we will continue to monitor. Metra Communications will be looking to connect Track 19 yardmaster to new antennas at Canal Street as Yardmaster is still having difficulty with radio communications. Amtrak has indicated that new computer needs to be installed in Track 19. Metra has asked that Amtrak provide computer with Metra reimbursing for costs (see next entry).**
- **Communications via Text between Amtrak Control Center and Track 19 – Track 4.** This will require new Communication Panels "Vega" at both Track 19 and Track 4, @ $3000 each. **T.** Zdanky of Metra Communications department has indicated that it appears possible at this point, but before granting approval, would like to be sent an E-mail with specific details of what is to be installed, and exactly what the cost to Metra will be. Tom did not recall receiving this information. Will proceed once it is received. Ray W. to get information to Tom Zdanky. This is currently under review. It may not be feasible. **Metra Communications has indicated that they do not currently have compatible computer equipment. They have asked to find out if Amtrak could provide the needed terminals with Metra reimbursing for costs.**

- **PTC discussion held last month.** Monthly discussions continue. Greg Godfrey with Amtrak mentioned that good progress was made and that another eight hour meeting was scheduled during the month of February**.** BNSF anticipates their PTC to be operational by the end of 2015. Amtrak to use wi-fi as initiatior for PTC. BNSF did additional testing of fiber connections at Lumber St. in July**. BNSF continuing with fiber and/or wi-fi connections. Both Amtrak and Metra will need ability to initialize system while at the platform. Coordination of ITCS and Metra PTC systems will challenge implementation schedule. Metra Technical group names sent by Tammy M. Metra PTC group and Amtrak PTC group are talking to each other. Regular meetings with PTC representatives from BNSF, Metra, and Amtrak are ongoing.**

- Lighting under new Post office Track 48 has been cleaned and wiring replaced. Relamping of track areas continues – most recently between Randolph and Washington. – New lighting installed on North side under overbuild is excellent. Lighting like this installed elsewhere in terminal would be ideal. This has been emphasized by Metra Labor-Management groups. CBRE to obtain designs for 150 North lighting to determine costs for widespread installation. CBRE is researching the feasibility of using and improving what is already there, modernizing the current fixtures. 2017 Budget may provide for LED lighting. Samples of new lighting options ordered. Review of Amtrak lighting standard? **Randolph Street lighting is in need of bulb replacement. CBRE is coordinating the hi-rail equipment use with Amtrak to have its vendor service lights under and near the Randolph Bridge.**
- **HOT LINE for UNPLUGGED TRAINS - Investigate possibility of "hot line" to report and document trains that are not plugged in when they should be. Because something of this nature was promised to EPA during our last meeting, Metra management is promoting implementation. Ray Lang to take lead in this endeavor and will need to discuss with P. Zwolfer. Set up call to discuss?**

NEW BUSINESS:

- **Clearance issues with Metra F59 locos and metal strip on baggage platforms. Metra has provided drawings as requested.**

- **Update for switch failures and bridge problems? Contractor is assessing course of action with 100 + year old bridge. Current changes/improvements: Installation of Sprinkler System, changed Proximity detectors. Also looking to replace Gear drive and PLC Controller.**

- **210 Switch status.**

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DATE: **December 8, 2016**

TO: **Distribution**

FROM: **V. A. Flores, Director**
Chicago Union Station District

SUBJECT: **Monthly Amtrak/Metra Meeting Minutes**
December 8, 2016

The monthly Amtrak/Metra meeting will be held on ***Thursday, December 8th, 2016 at 9:00 a.m.*** at the Amtrak – Control Center Conference Rm. 100 at 500 W. Jackson **Conference Room Call-in Number – (866) 209-1307, then dial 2296791#.**

Diesel Exhaust Issues

Old Post Office Building – Owners of the property are International Property Developers. Fire system has been disconnected and drained. 24 hour security was restored in March**.** The mail dock area is still subject to heavy leaking. One of the east side diesel exhaust fans caught fire on Feb. 17th. The CFD attempted to utilize the standpipe system without success. The fire was extinguished using hand pumps and portable extinguishers. The building had another fire on July 28th. IPD had a mechanical contractor repair the stand pipes per CFD. The city's legal action involves life safety violations and is being pursued through the County Courts. Amtrak's suit is moving forward through Federal Court. Amtrak attended a January meeting between the City of Chicago and IPD to track their progress on the life safety items. IPD admitted that 1 fan was out of service and has committed to repair it within 30 days. Amtrak Engineering placed IPD on notice that if they contemplate the replacement of any track exhaust system they would need to comply with the current over build specifications. Amtrak's Federal law suit has been decided and the court ordered a consent decree be imposed on IPD. The decree states that they will run all their exhaust equipment 24/7/365. They have also been directed to allow Amtrak access for testing the equipment on a quarterly basis. The results of the first test indicated that 2 fans were running, but only at about 50%. The test results were sent to Amtrak Legal. Per their consent, U.S. Equities contractor tested the fans in September. The test's written report has not been issued, but USE will forward a copy before next meeting for distribution. Terminal meeting to explore additional monitoring of switching from Loco power to Ground power while in CUS. April tests indicated that one of the eleven fans was running at 50% of design capacity. The other 10 are working properly. Amtrak's outside legal counsel appeared in Court for status on the City of Chicago's case against the Old Post Office owner on Wednesday, 10/1. It was discovered that little, if anything, was being done to maintain the Old Post Office. The Old Post Office owner confirmed that it is spending most of its time looking to lease and/or sell the property. The Old Post Office continues to attempt to repair its one underperforming diesel exhaust fan, and it indicates it is an issue with duct blockage. Fire in Diesel Exhaust Plenum end of November – Preliminary investigation indicates fire started in fan housing. CBRE-USE arranging for inspection of all fans. CBRE|USE's contractor has completed tests on 10 of the 11 fans. The fan damaged by fire in November 2014 has been repaired and the contractor is being scheduled to retest it. Fan is now operational. The Chicago Fire Department and the City of Chicago Buildings Department inspected the building in May and found 2 of the 11 fans not running**.** The regular inspection of the diesel exhaust fans was completed in June by the CBRE|U.S. Equities contractor. One (1) of the Old Post Office's eleven (11) exhaust fans was operating at 47% capacity. CBRE is waiting for a repair timeline from the Old Post Office for its exhaust fan that is operating at 47% capacity. The Old Post Office gave notice to CBRE that repairs were made to Fan 5b. CBRE had its vendor re-test the fans and found better results for 5b but Fan 5a is now operating well below capacity. The City of Chicago's Department of Planning and Development has approved the seizure of the Old Post Office through eminent domain and is in the process of soliciting a new developer for the project. CBRE has investigated the option of an indicator panel for fan operation. May require cooperation of overbuild properties. CBRE is working on a design using a low pressure switch to confirm if exhaust is operating. The Old Post Office closed to new owner 601W. The new owner seems eager and funded to begin the redevelopment of the site. The City of Chicago has an Agree Order in place with 601W which includes a compliance schedule for 1) stabilization repairs to the CUS Train and 2) repairs to diesel exhaust fans. Currently Diesel Exhaust Fan 2 is not working even though it was repaired in June. Fans 5a and 5b also were in need of repairs. CBRE continues to monitor the work being completed by 601W. CBRE continues to investigate a monitoring system for overbuild fan operations. Similar exhaust system monitoring is a part of the Master Plan design and development. Plans to replace all 11 diesel exhaust fans by March 2017. CBRE's vendor will complete a Track Exhaust Fan Survey of the Old Post Office fans and all the other overbuild diesel exhaust fans by November 2016. Ten of the eleven diesel exhaust fans are operational. Fan 4A is not running due to its electrical motor failing in late September. Old Post Office repaired the fan on 11-3-16 and it is reported that all fans are operational**.**
Track Fans 4A and 4B were temporarily out of service on 11/21/16 due to a fire. Fans were restored to service the following day. CBRE is unaware of any other fan issues. A different fire occurred in the Old Post Office on 11/23/16 and was contained to the 7th Floor. This fire did not affect its diesel exhaust fans. The cause of the fire seems to have been caused by a temporary electrical feed for the building asbestos remediation contractor.

10 & 120 S. Riverside: U.S. Equities received the Test and Balancing report for 10 & 120 S. Riverside. The report indicated that 10 S. Riverside's South Exhaust Shaft is pulling 39% of the CFMs it was designed for due to a fan not running. It also indicated that 120 N. Riverside's North Exhaust Shaft is pulling 49% of the CFMs it was designed for due a fan not running. Test results from April indicated fans were running at 90% or greater of design capacity. U.S.E. will be testing the fans again in the fall. USE is scheduling Diesel Exhaust Fan tests of overbuild buildings in October and November. Metra has expressed concern regarding excess diesel exhaust fumes on Tracks 1, 3, and 5. Amtrak is investigating procedural and Schedule Agreement changes that would allow Train Crews to plug in and unplug their own equipment. CBRE|USE's contractor has completed tests and 10&120SR fans are running within tolerance**.** 222 S. Riverside is under new ownership and CBRE|USE is scheduling a meeting with its management to confirm that the owner is operating its exhaust fans in the reverse direction to give a greater positive pressure in the CUS Concourse. CBRE/USE was to meet with 222 S. owners and document their understanding of what needs to be done. CBRE/USE along with Amtrak legal has engaged in further communications with 10 & 120 South Riversides management groups. Per the last CBRE|U.S. Equities inspection, all fans at 10 & 120 S. Riverside are running within tolerance. On Monday, June 1st, CBRE|U.S. Equities received reports of diesel exhaust in the CUS Concourse. As follow-up to this report, the CBRE|U.S. Equities team investigated the operations of the 222 S. Riverside diesel exhaust fans. It was found that two (2) out of the four (4) were not operational. Wally Kruce communicated to the 222 S. Riverside GM, Dean Cichon, that this was unacceptable. Mr. Cichon indicated that all the fans were to be turned on. All Exhaust Fans now running within tolerance. Metra requesting that an indicator light panel for these fans also be looked into. CBRE looking at Design and will then submit to Amtrak for funding allocation. Following falling of approximately 10 linear feet of plenum on Platform 1-3 in early September, and over Track 13 late August, USE pursuing full plenum inspections in addition to ongoing hammer sounding. 2-4 Platform netting has been extended and additional netting may be used. Preventative exams take place every Friday. As a result of EPA testing, EPA has sent letters to Building owners. **Diesel Exhaust Plenum Pressure sensor system is in the process of preliminary design. The goal of system is to have real time data to indicate the operation of all overbuild diesel exhaust fans. ESD Mechanical Group has finalized preliminary plan. Should become part of Master Plan. CBRE still investigating funding options. Hardware has been spec'ed.**

Engineering Issues

- **Lake Street Interlocking Signals –** Amtrak plans to install the new style (LED) signals in the North and South Interlockings. North Side is complete. Amtrak Engineering is focusing on the switch and track work at Roosevelt. At 21st Street, inbound signals 804 and 805 (NS 1 and NS 2 on cantilever) have been replaced with LED signals. Only signals remaining to be changed is the outbound units at Polk St. Amtrak Engineering will schedule the Polk St. Signal change to be completed by December. After Polk St. there will be 6 remaining units. Track design is required to change out the remaining 6 units. Design is in progress and being performed by the Philadelphia Engineering dept. Amtrak has 6 new turnouts on hand and 6 more on the way for installation on 0-track and 1-track. 20 LEDs are expected to ship Friday, 8/8. Amtrak Engineering is working on Polk Street signals. No progress yet on installing the retrofit kits for the Lake Street Interlocking. Amtrak Engineering is also working on the transition from air to electric switches from Harrison to Roosevelt including installation of 6 new turnouts. These new electric switches have already been purchased. Troy Mason said no additional funds are available for new switches, so Troy asked Metra if an opportunity exists to modify Facility's Agreement to have Metra support this cost. Designs for new LEDs must go through Philadelphia. Troy Mason indicated that Amtrak will be able to provide funding for the Harrison Turnouts. Funds will be available in FY16 for Roosevelt Machines. Tammy Matteson and Troy Mason will discuss percentage split. Amtrak to make formal request to Metra for participation. Lake Street interlocking is ongoing. Dave Leahy was concerned about derail at Roosevelt and Frank Devries with Amtrak Engineering responded that two sets of custom rods (one as back-up) were made to complete the repair, but it was discovered in the field that the sets were fabricated incorrectly. Amtrak Engineering modified one set of rods in the field to make the fix and sent the other set back for modifications. The set of rods sent out for modifications was received back and is now installed. **Ray Weinel is working with his Amtrak Philadelphia contacts to get movement on this project. Separately, Metra stated that they have not been billed for last year Harrison's work and other work. South side work to begin next fiscal year on Switch V12.**

Overbuild Structural Issues

2 N Riverside –Ownership of the Track 0 area has been settled with 2 North Riverside providing title to CUSCO. CUSCO has agreed to remove the damaged section of plenum that will allow the remediation of the clearance issue at the switch location. Amtrak Engineering is generating a proposed plenum removal scope and budget for submission to Metra. Amtrak has placed an internal Capital Request for funding their share of the overhead plenum removal. Amtrak Engineering will provide Metra with an update as to the amount of funding committed to date. There is some misunderstanding regarding status of funding for removal of plenum over the 352 (lap) switch. Amtrak has requested funding for their portion of the cost estimated at approx. $500,000. Metra feels that any costs associated with plenum removal should be covered with monies remaining from the original LSI project estimated at approx $2,000,000. Since 352 lap switch was an integral part of the original design and project, funding needed to make this switch operational should take precedence over switch machine replacement. Metra stated that the RTA has a meeting in June and they expect an approval for matching funds on the plenum removal project. Amtrak will review the agreement with 2 N. Riverside regarding restoration of the plenum at a new height. Amtrak Engineering stated that the design is done but needs to be updated for a proper bid spec. RTA is scheduled to review the grant status at the June 29th meeting. Metra stated that the construction management fees were included in the grant language. RTA Board has approved the money needed for project to move forward**.** New design is needed, and Amtrak will include Design as part of work so that existing Contract can be used. Metra to contact Troy to finalize means of funding. This will free up rest of money for switch replacement. Money has been freed up for switch replacement. $2.7 million identified for projects. Plenum removal necessary for operation of Lap switch has been identified as a priority item. Ron Blaine has asked for a contact at Metra in order to work through bid docs and construction. Formal bid still required. For #352 Lap switch, Plenum needing to be removed is about 250 feet by 50 feet. Metra has rejected idea of doing any of this work in house, or hiring contractor directly. Metra has necessary funding in place for Amtrak to begin work, but current Contract does not specify provisions for Design. Amtrak will attempt to include Design function as part of Construction in order to proceed. Lake Street Interlocking - 2 North Plenum Demolition Project Design received final approval on May 30. Amtrak Engineering has determined who the buyer is, and has sent them an email asking them to contact them to go over the project in order to begin the process of hiring the designer. Amtrak now has documents signed by Metra CEO authorizing Amtrak to move forward with the Design phase of the Plenum removal. Documents are now at Amtrak Legal awaiting signatures. Metra waiting for fixed facility agreement. Amtrak has been given the notification to proceed. A timetable for the project is forthcoming. A preliminary inspection took place on Sunday, August 24th. Inspection and measurement for plenum removal has already taken place. Design is 90% complete. Should be done by 10/17. Ron Blaine is Amtrak's point of contact for the project. A meeting/teleconference was held in mid-December with Metra, Amtrak, and Contractor. A follow-up teleconference was held on January 14th. It appears that the work may require 4 or more station tracks out of service at one time. Metra favors completing work between 9:45 PM and 5:00 AM, Amtrak has been pursuing the possibility of removing 4 tracks at once between four weekends, Friday night to Monday morning. Further discussions will be held prior to resolution. Amtrak believes that Contractor's original proposal included approximately 4000 square feet of unnecessary plenum removal. Estimated cost range for work is from approximately $290,000 to $500,000 depending on agreed to project hours. Paul Sanders with Amtrak and Wally Kruce with CBRE are reviewing the 2 N. Riverside legal documents to determine Amtrak's liability exposure. Amtrak currently has a full set of design drawings. A meeting was held on Thursday, 5/21, which was attended by Amtrak Engineering, Amtrak Customer Service, CBRE|U.S. Equities and members of the 2 N. Riverside ownership team. At this meeting it was agreed upon to move forward with the process to extend the Plenum Agreement between 2 N and Metra/Amtrak by 12 months. All those in attendance agreed that this could be done with a simple one (1) page amendment that simply extends the term. Amtrak Legal and Metra Legal received and reviewed the amended Plenum Agreement in June from 2 N. Riverside ownership. A recommended change to the document was agreed upon by both Amtrak and Metra Legal and was returned to 2 N. Riverside for consideration on June 19, 2015. 2 N. Riverside has not yet commented on the recommended change. A condition of implementation requested by 2 N. Riverside is the completion of an impact survey. Amtrak Engineering (Ron Blaine) was to have completed the survey in June. The site plan was submitted to 2 N. Riverside by Amtrak Engineering. The Plenum Agreement has been reviewed and has received initial approval by Metra, Amtrak and 2 N. Riverside. However, signatures are waiting until final legal review has been completed by all stakeholders' legal departments. Charlie Harrison of Metra Legal forwarded copies of Final Plan Set and Specifications for final submittal to Gary Rose of 2 North on Mon. October 5th. A Conference Call was held toward the end of October. 222 S. Riverside has indicated that air and vibration monitoring will need to take place before they will agree to work beginning. Metra Counsel Charlie Harrison has indicated that Carnow, Conibear Environmental Consulting has been retained to complete the requested survey information. This firm sent a letter to Mike Fields confirming this on April 28th. Amtrak has engaged an Industrial hygienist to provide baseline AQ per 2 N. Riverside's request in order to finalize agreement. Charlie Harrison indicated on Aug. 31 that John Wasserman reports the building will not be requesting indoor air quality testing or air volume testing**. Charlie Harrison sent E-Mail on November 4th with copies of signed agreement with 2 North Riverside allowing plenum removal. Metra-Amtrak need to coordinate and agree upon work schedule/costs. Design and construction options are being reviewed. Discussion with Amtrak engineering is needed to finalize strategy and scheduling.**

Madison Street Kiosk – JLL has received complaints of poor lighting, missing ceiling, graffiti, and general dirty conditions at the entrance. JLL and Metra worked together to solve the stair and roof issues. The finish items related to ceiling and painting have been scoped on an architectural plan that JLL is bidding. Final pricing will be completed in time for a spring start. JLL has additional pricing coming in. Based on the previous bids Metra has funding available to move forward. JLL to provide updated pricing at April meeting. Budget price received of $95k. RFP has been issued with final pricing due in May. Bid analysis will be delivered to Metra as soon as complete. JLL emailed the bids and bid analysis spread sheet to T. Matteson at Metra. Caulking had been applied to stairwells, and cut into treads. In response to Collapse of sheeting over 5-7 platform stairway, contractor had been removed from property. JLL to look into preventive measures to address potential future problems. U.S. Equities requested and received a breakdown of labor and material costs for the three contractor bids. This breakdown was emailed to Metra the day before the meeting. If the project needs to be value engineered, U.S. Equities will organize the effort to do so. Also, U.S. Equities was under the impression that Metra had $95k available to complete the project, however those funds are not available. Per Metra's direction, all maintenance and repair work in the Kiosk must be contracted through the 10 S. Riverside owner. Historically, this work was completed by the CUS facility manager and billed to Metra. Therefore, U.S. Equities will now coordinate the repair agreements between Metra and the 10 S. Riverside owners. Please note that 10 S. Riverside buidling is scheduled to be sold on October 17th, and U.S. Equities is in contact with the new owner's agent. Question was raised in September meeting regarding the $95k figure – Glen Peters was to check on this. U.S. Equities and Amtrak met with 10 S. Riverside's new owner on 11/14. The new owner was agreeable to work with U.S. Equities to make repairs to the Kiosk. U.S. Equities met with 10 S. Riverside (10SR) ownership regarding the ongoing improvement/repairs needed at the Madison Kiosk. U.S. Equities communicated to 10SR that Metra is unable to pay CUS/U.S. Equities to complete any repairs to the Kiosk because Metra's lease agreement for this asset is not with CUS/U.S. Equities. Therefore 10SR would need to complete any improvement/repairs itself and invoice Metra directly. Per the meeting, 10SR is willing to do this but is concerned about timely work order approvals and a timely invoicing process. A solution to this concern, proposed by U.S. Equities, is to establish an annual force account for the Kiosk's estimated maintenance budget funded by Metra and held by 10SR. The proposed force account was shared with Metra's Alvin Terry on Tuesday, 3/4 and U.S. Equities is waiting for feedback. Metra completed a walk-through of the Madison Street Kiosk on Monday, 3/17, with the Kiosk's landlord, 10 S. Riverside. The purpose of which is to assess the current state of the structure so that plans can be designed for repairs needed. U.S. Equities joined this walkthrough as an observer. Metra Engineering has completed a design scope to make cosmetic improvements to the structure. 10 S. Riverside, the Kiosk owner, will bid and contract the project work, under the oversight of Metra and USE. Metra has approved the work to complete the repairs of the Madison Street Kiosk. Final construction contract will be signed by Metra when a "not to exceed" clause or its equivalent is accepted by the general contractor. Painting and drywall work will be completed before frigid winter weather begins. All stairways will remain open during work. A majority of the stone and masonry work will occur in the spring as weather allows. Metra has seen an increase in project cost and is waiting for scope clarifications from GC to justify the increase. Revised bid scope to include railroad insurance. Metra is negotiating a not to exceed price with Contractor before major work is complete. Metra Board has approved project and its funding. General Contractor agreement has been approved by Metra to complete project work. Project contract has been signed and Metra has made the initial deposit with the GC. Construction permits and schedule are being finalized by the GC. Initial meetings were held in March. Project will be in 4 phases. The first 2 phases will not affect stairways, and access will be maintained at all times. **Project is ongoing. Planned completion date has been pushed back and work will continue through the winter. Work requiring Platform closures will be confined to overnights and weekends and closed stairways must lead to OOS tracks only. No additional stairway closures on the horizon. Metra Police have asked to have Jersey Barriers placed to prevent access to work areas. Contractors will need to arrange for Amtrak flagmen whenever work will require platform access.**

V.S. Oppenheim
Exhibit 5
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Train Shed Overbuild Inspection – JLL retained Klein & Hoffman, a structural engineering firm to conduct a visual inspection of the overbuilds from Randolph St. to Taylor St. Final report was sent to Air Rights properties on October 3, 2011, cement found on Metra engine originated from the 120 South Riverside Overbuild. 10/120 temporary work has been completed. Plaza restoration on the 10 S. Building have been completed. Work on the 120 S. Riverside Plaza will begin in the Spring. The hammer sounding work under the atrium section south of Jackson is completed. Temporary repairs to the City owned section of Canal over Track 2/4 have been authorized by Amtrak. During the repairs ACM was discovered and was abated. Replacement of the missing canopy sections is scheduled for April. Adams St. hammer sounding is complete. 300 S. Riverside is forming the repaired columns to except the cement fireproofing as a part of their repairs. Repairs to Canal St. 2 to 3 weeks of work remaining. 300 S. Riverside work continues based on track availability. Atrium area west of 300, roof repairs are scheduled over platforms 14/16 & 18/20 for next week. Roof repair on atrium completed last week. JLL will obtain pricing on updating the over build structural inspection for this fall. U.S.E. to look into more aggressive inspections to address other crumbling issues, moving from a reactive to a pro-active approach. U.S.E. will obtain updated pricing from Klein & Hoffman to update the overbuild structural inspection this fall. Klein & Hoffman began the inspection of the 10 & 120 S. overbuild. Due to the availability of track time and flagman, the final report will be completed by December 2013. USE will continue to work toward determining an appropriate inspection cycle to pro-actively identify and repair problem areas. Klein & Hoffman inspections were delayed and so the final report are not yet complete. The report should be completed by the end of January. As communicated in last month's meeting by U.S. Equities, initial reports indicated multiple imminently hazardous conditions under the Old Post Office. Due to this issue, Amtrak legal arranged a walkthrough with the City of Chicago's Building Department, Chicago Fire Department, the Old Post Office's property manager and the Old Post Office's structural engineer, Mueller & Associates. Mueller & Associates is arranging to complete its own train shed condition report through Amtrak Engineering. In December a U.S. Equities contractor hammer sounded imminently hazardous conditions under the Old Post Office. U.S. Equities has received the final draft of the report, and after review and approval it will be sent to Metra. There has been additional concrete falling over 1-3 and 2-4 platforms as well as Track 18. USE addressing all issues in K&H survey and following up with CDOT. U.S. Equities will continue to monitor issues with Expansion joints on West Side and Jackson St. Bridge and report to CDOT. U.S. Equities completed two nights a week of proactive hammer sounding during the month of April, and will continue this schedule in May. U.S Equities also completed concrete repairs on the North Service Platforms last month. U.S. Equities completed two nights a week of proactive hammer sounding during the month of May, and will continue this schedule in June. On Friday morning, 5/23, a large piece of concrete fell on Platform 1 – 3 from the Canal Street overbuild. As a result, Track 1 & 3 were closed from 5/23 to Monday, 6/2, for a "hands on" structural engineer inspection and hammer sounding by a contractor. A meeting was also held on Wednesday, 5/28, with CDOT, Amtrak and U.S. Equities to discuss the condition of the Canal Street overbuild and the steps to ensure safety in the future. Metra Mechanical advises that the falling concrete struck the roof of Locomotive 426 and caused between $30,000 and $50,000 damage to fan and housing assembly. The construction of the canopy over Passenger Platform 1/3 has been approved and the funding source for the work is being finalized. Amtrak's counsel has sent a letter to the City of Chicago demanding it make repairs to the Canal Street Bridge. The letter also states that if the City does not repair the Canal Street Bridge, Amtrak shall do the repairs itself and pursue reimbursement from the City. 222 South Riverside work is starting to rectify problems with Plaza. Initial work taking place in McDonalds space. Watertight lid is needed and concrete needs to be replaced where removed. Some plenum replacement also required. Work to remedy Track 2-4 platform problem has already begun. Design for 1-3 canopy is complete and work will be going out for bid next month. Overnight Track windows are planned for the 1-3 platform canopy work. **Labor organizations have expressed safety concerns regarding the ongoing problem of falling concrete. Metra is looking for regular documentation of hammer-sounding and any other measures being undertaken to correct the problem. 2/4 Canopy repairs ($400,000) were completed in March, and Track 1/3 Canopy construction ($500,000) was completed in June. Reactive hammer sounding will continue to occur in response to incidents should any occur. HAMMER SOUNDING IN OCTOBER, 2016:**

A CBRE contractor hammer sounded and removed concrete from the below locations.
11/4/16 – Clean up and stabilization along Track 40
11/23/16 – Clear debris from and examine the netting over track 2/4.

10/120 S. Riverside completed inspections above Tracks 3/5 and will continue inspections in January. With inspections on hiatus from mid-November until January, Metra is requesting that tracks continue to remain in service through the potentially severe weather months.

V.S. Oppenheim
Exhibit 5
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Adams Street Bridge: In early November, delaminated concrete was found under the Adams Street Bridge in the netting over Track 5/7. U.S. Equities had a contractor clear the netting and hammer sound the surrounding area. U.S. Equities has scheduled a contractor to hammer sound the the Adams Street Bridge in November. On Monday, November 18th, a second meeting was held at the CUS Control Center to discuss the Adams Street Bridge project. The project is now expected to begin in 2015. The schedule is TBD. CDOT has indicated that Track outages should only be necessary on nights and weekends. Inquiries concerning project are to be handled through Amtrak Engineering (Earl Watson) in Philadelphia**.** Demolition is anticipated to start in August 2015. ComEd has contacted Mead Electric to move ComEd Distribution line over 1-3. Line has to be moved before demolition can begin. Line cannot be moved during Air Conditioning season. Late start may require additional provisions for coverage if project runs into the Winter months. Amtrak Engineering attempting to meet with CDOT for updates. The relocation of the Adams Street ComEd work is complete. Additional work to take place behind ticket office (completed). Additional work at 222 S. Riverside may take place concurrently with this project. Demo work has begun taking 2 station tracks out of service each Fri PM to Mon with adjacent tracks barricaded at North end**.** Pedestrian access to station across bridge will remain open for duration of project. Standing meeting is in place for all stakeholders at Control Center every Thursday at 10:00am**.** Walsh Construction responsible for protecting 480 Electrical boxes in exposed areas and has added pump requested to remove accumulating water. Amtrak has set up a billing process for Metra to pass on associated project costs through to Walsh/CDOT. Amtrak is concerned about current and future CDOT projects with regards to scheduling track and time. Should Walsh not be able to show scheduling competency, Amtrak may shut them down. Greg Godfrey to convey this direction to Walsh. Also Metra asked for the contract from Amtrak for CDOT reimbursables. Metra has concerns about flooding caused in basement area (trainman's locker room and lounge) during recent heavy rain fall where water entered open area and down ramps **Water remediation plans have been provided by contractors working on the bridge and plaza per Amtrak and CBRE's direction. Plans have reduced CUS basement flooding.**

Transportation Issues

- **Methods For Providing Amtrak With Simplified Version of FRA Materials –** Amtrak is asking Metra to review methods for providing Amtrak with a simplified version of FRA – required crew and consist information for Metra trains operating on Amtrak right-of-way. An internal audit by Amtrak identified this deficiency and is urging Metra to comply. Metra has prepared a spread sheet which will show required information for all trains once filled in. Metra has agreed to provide information on a daily basis for Amtrak to fill in. In lieu of that, Metra has also offered to fax copies of individual Crew Reports for each train which have all required information. Amtrak insists that it is Metra's responsibility to provide the required information in a complete and usable format. Further discussion will be needed before issue can be resolved. Amtrak states that current method of providing materials does not meet FRA requirements. Amtrak transportation will send Metra transportation a letter to that effect. Metra still contends that information provided meets the criteria and it is up to Amtrak to compile the information as they see fit. Amtrak is obtaining an official opinion from the Rules Department. Metra Rules is waiting to hear back from Amtrak as to whether the FRA will accept the submittal. R. Oppenheim advises that CN, CP, and NS get the same information in the same format that Amtrak gets. D. Rodriquez has indicated that there is a possibility that when the new Alstom Dispatching system is installed sometime after July 1st, it will be compatible with the system used by Crew Management, and some form of electronic transmission of data might be possible. Amtrak understands, but stated the information is still non-compliant. Amtrak stated that the new SWS Crew sheets meet the criteria. Also looking at 'Clearpath' which is a crew and consist version of the COPS system for solution. Amtrak Terminal Display is now available on COPS. All Dispatching Desks at CCF have been converted to and are operating on the new system. Inclusion of Crew data has not yet been addressed, however some desks are generating delay reports through the system. BNSF inquiring about obtaining OTP data directly from ARINC system. Amtrak has agreed to make modifications requested by BNSF to enable a Data exchange when possible. Amtrak will need to obtain BNSF IT specs to continue. Amtrak close to automating freight data collection for Michigan Line and 21st Street. Phase II with data exchange through CAD system projected for 2016. BNSF and Amtrak also exploring use of Clearpath for data exchange. Metra is currently providing UP with crew and consist information for Heritage Corridor trains. Technology advances will continue to concentrate on Michigan Line for now. Tests taking place with NS for Michigan Line operations. NS waiting for Atlanta to hook up. Metra currently sends SouthWest Service markups to NS. Amtrak has indicated that NS has experienced difficulties with Clearpath. Metra has completed spreadsheet for both weekday and weekend Operations data compilation. Amtrak to provide fax press number for forwarding daily information which will then be compiled by Amtrak but will not be used at this time. BNSF-Amtrak connection still a work in progress, but some progress has been made. **No change.**

General Building Issues

Emergency Evacuation in Basement Areas – Metra is requesting that the stations First Responders be retrained in proper area inspection procedures. Poor response was noted during the engine fire incident on Track 3. JLL distributed the consultants report from the basement drills that occurred on August 6th. Poor performance was noted in the basement uniformed areas. JLL will investigate a video training program. Next scheduled drills will be conducted in the presence of the Chicago Fire Dept. Amtrak has supplied copies of new exit signage floor plans. Additionally an Amtrak Supt. Notice was issued to cover the evacuation procedures. BNSF and Metra will also issue notices. JLL will schedule additional drills in the next quarter. A representative from the UTU has asked to witness the next drill. Amtrak will provide prior notice to them. Next drill scheduled for week of February 11th. UTU representatives were embarrassed by the non-participation. Amtrak will provide Metra with a copy of the drill report. JLL distributed copies of the report. JLL is developing an on line training portal for Station Service personnel. Completion is expected prior to the fall fire drills. JLL hoping to have on line training portal completed prior to the August meeting. Due to management transition, the on line training portal is still in development. It is not expected to be completed prior to the fall drills**.** Drill held in January**.** Follow up on June 4th revealed some issues with annunciation – announcements to some rooms need to be fixed. Another drill to be held in next couple of months. Modifications to the CUS Basement Alarm system have been made. Completed on Tuesday, 10/21. All Metra and BNSF employees present participated in the drill. Annunciation system is now louder and was heard by all in last drill. No crew members raised Hours of Service concerns during last drill. Last drill coordinated by CBRE|U.S. Equities on 4/22 was a success with about 26 participants**.** Drill was held on Thursday, October 29th with representatives from Amtrak, CBRE, BNSF, Metra, BLE, UTU as well as Chicago Fire Chief all attending. Trainmen cooperative for most part. It was discovered that alarm in the men's bunk room had been disconnected. CBRE promised to address. A method to allow First Responders who would not have key cars access is being sought. CBRE to follow up on this and send letter to Metra and BNSF to be passed on to Unions regarding tampering with Alarm system. Audible alarms in rest areas have been secured so that they are not tampered with, and access has been given to first responders to the Crew Base area if an emergency occurs (Fireman Access box installed, info binder available. . **Drill completed Tuesday, November 8th. No participation by labor union officials although they were invited. Next drill will occur Spring 2017.**

CUS Concourse Heat – U.S. Equities is working with a mechanical engineer to reactivate the steam heaters in the Concourse ceiling using the high pressure steam service used to deice Amtrak trains. USE received feasibility study confirming that such use is possible. Design needed for further work. Contractors are working the CUS Concourse in May and June repairing and making modifications to the existing equipment to improve performance in the winter. Future possibilities discussed include air-curtains or high-power doors. USE's inspection of some of the electrical boxes have revealed some problems which will be corrected insuring that more heat will be coming into the Concourse area this winter. Completion expected in January 2015. New HVAC equipment has been installed. Metra and Amtrak are finalizing a Winter Operations Plan for CUS that will reduce infiltration of cold air into the station. Amtrak looking into installing revolving doors in some areas. BNSF inquired about more heat for the Track 4 glass house. Normal concourse operations began March 15th. Amtrak working on identifying a funding source for door replacement/repair to take place prior to next winter. A discussion took place involving the CUS Cab Court North/South Doors not being available for regular public use. BNSF and Metra would like to have the doors open for public use on a daily basis. Amtrak prefers to have them not open to the public to reduce pedestrian/passenger traffic on the Cab Court drives, which is an active driveway for deliveries. HVAC & Door improvements are in final stages of design. New Track Doors will be installed by mid-November. Track doors to have key card access ability. Plan calls for 37 additional ceiling heaters producing @ 2 million more BTUs. Installation expected late November to early December. Some project scope changes were anticipated. Some concerns regarding control of new track doors were expressed. Programing the automatic doors has been reviewed with Metra and BNSF. Implementation of Metra/BNSF doors will not happen until final review by stakeholders. All but two of the platform doors have been replaced and 80% of the new Concourse heating system has been installed. New Concourse cabinet unit heaters have been installed with good recovery at 0 degrees when doors are kept closed. CBRE is investigating what is needed to supply additional heat for Track 4 Glasshouse to augment electric heaters. Track 4 Glasshouse A/C Heat units placed on revised PM schedule – increase in service. **No new developments.**

Amtrak/Metra FFA Issues

- **Station Capital Financial Allocation Discussion –**No independent meetings are currently scheduled, however, Amtrak Engineering's request to rebuild the Harrison St. Interlocking may kick off the process. HLI Interlocking rebuild project is estimated at $74 ML Amtrak Engineering will send a formal request for participation to Metra. Metra has requested a 5 year plan. D. Klouda has provided J. Lorenzini of Metra a formal request for Capital to fund both station and track side improvements. Metra Finance Dept. will contact T. Mason of Amtrak Engineering to coordinate the requests. T. Mason has sent a five year plan to J. Lorenzini. South Side turnout replacements should be on a two year plan and separate from the five year effort. Amtrak's 5 year plan includes 6 turnouts for Harrison Street and 6 more for FY 2014. Amtrak would like to move forward with installation. Switch replacement was scheduled to begin in September. Eight switch machines have been installed. Work will resume in spring replacing turnouts and switch machines. 22 switch machines on order. Amtrak to start digging in pipe. Amtrak anticipates installing 12 new machines (on 6 new turnouts) before September. Piping and cable are currently being worked on. David Simmons and Troy Mason will discuss potential amendments to fixed facility agreement for use of remaining $2 million for 2014. Amtrak will be able to fund their portion of the Harrison Street installation with their own funds. For Metra's share of both Harrison Street and Roosevelt projects, Metra has asked that Amtrak provide a formal letter requesting Metra's portion of the funding. **Agreement went to** Metra CEO beginning of June and has been signed. South side work for next year planned for switches 120, 048, and other end of 10. Amtrak looking for replacement of 6 additional switch machines at Roosevelt and trenching for new cables. Metra would like to obtain costs for 2015 Harrison Street work to determine amounts left for 2016 projects. Any amounts left from 2015 could be applied toward 2016 work. In addition, there is still a small credit from 2014. Troy Mason has received letter from Metra with signature delineating costs. Mike Evans and Tammy Matteson continue to work on details of credit. Metra has asked clarification of how the 65.8% calculation was derived. Amtrak's Patricia Anderson is managing the Allocation billing for Amtrak. Metra continues to await receipt of this billing. **Metra needs invoice on CUSCo Letterhead in order to process payment. Funding in place for 048 switch replacement. Plans for 4 switches on Main 2 in fiscal year 2017-2018. Amtrak indicates invoice Letterheads changed. 2 have been received at Metra for grants – 1 still needs to have letterhead changed.**

OTHER BUSINESS ITEMS

- **Control Center staffing – Staffing is adequate.**
- Metra looking for a protocol to be set for quickly obtaining the assistance of Amtrak Police officers to assist in crowd control during Service Disruptions. Follow up meetings have been held. Amtrak, BNSF, and Metra will continue to move forward toward establishing a uniform protocol for service disruptions and other situations likely to produce crowding. BNSF had side discussion with their police and they are on board. Follow up meeting (conference call) planned for March 2016. Amtrak Police protocols are essentially in place. Input from Metra, and BNSF will be discussed in the meeting when it is held. During service disruptions, Metra has agreed to add instructions to passengers to go directly to Great Hall as part of Service Alerts sent out. Key Metra personnel are now programmed into Amrak alert system. Conference call to be arranged by Greg Godfrey for stakeholders in future. **Service Disruption plan has been implemented successfully on several recent occasions. All stakeholders continue to provide input for future improvements in safeguarding passenger flow. New Digital signage will have 4 notification modes: BNSF, North Concourse, South Concourse, and All. Plan successfully implemented for Cubs rally.**
- Investigate possibility of platform camera feed to Metra offices. A "view only" camera feed of the Platform cameras has been approved by Amtrak Emergency Management and Corporate Security. The setup cost per PC is $750, with an ongoing annual licensing fee of $425 per PC. **Ongoing. Video Tech contact Buddy Lee 219-746-1564.**

OTHER BUSINESS (continued)

- **Handrails** – CBRE|USE is in process of gradually replacing handrails as its operating budget allows. Expect to replace 1 or 2 in next 3 months**.** CBRE|USE contractor has replaced the 24/26 Cargo Ramp hand rails. No additional handrails will be replaced this fiscal year. Will continue to monitor conditions. **South Side handrails are completed. North side handrail repairs will be considered for next fiscal year.**
- USE to send Metra a Maintenance Schedule for Cleaning Track Beds and Platforms and bids to Contractors for repairs to Mail platforms. Winterization of Track beds continues. Tracks 2-4-6 completed. Will continue to work on South side, then North. Temperature must be above 20 degrees for cleaning process to continue. Monthly walk throughs to be established with Amtrak, CBRE/USE and Metra**.** Work primarily on South Side, will work on moving to North. Grease and sand on Tks 9-11-13 to be addressed. The power washing schedule is being addressed by CBRE. Prior to power washing, the north side track bed drainage system needs to be jetted and vacced. This work is scheduled for the week of March 14th. North side washing on hold pending Adams Street progress. Charge Adams Street for cleanup costs? **CBRE will address the piles of sand on Tracks 13-15 when labor and track time are available. This continues to be a prominent issue for Metra Labor-Management meetings. CBRE will be addressing North side tracks in October and November in coordination with overbuild contractor. Pest Control comes once a month regularly.**
- **Poor radio communications with trains on North side. –** Metra Communications Supervisor Tom Zdanky met with Amtrak technicians and was told communications on Channel 13 also problematic and not much better than 44. Materials for improvement are on hand but not installed. Metra to pursue a cooperative installation of what is needed to improve radio communications on both Channel 13 and 44. Tom Zdanky was to contact Joe Glass for further planning (antennae, cabling). Wi-Fi antennae at Track 19 previously disconnected has been reinstalled? Need for improved radio communications underscored by PM rush hour meltdown on Friday, May 1st when switch 235 failed. Metra shared that it is still having an issue with background noise and that there is a dead spot on the North Side**.** FCC licensing from Metra allowing Amtrak's use of Channel 44 was sent to Greg Godfrey on June 2nd. Amtk awaiting similar authorization from BNSF? CUS North was unable to communicate with trains on North side during PM rush Grade crossing malfunction on Fri. Jan 29th and Mon. Feb. 1st. A blown fuse discovered? Ray Weinel indicated that he has a vendor supplying ports that will help the overall system. Ray does not need anything further from Metra unless improvements to parts of the Metra system are necessary. Communication problems are yet to be resolved. Some may be a workstation issue to route radio thru Track 19. Problems also on South side. We continue to experience frustration and delays due to this problem. **Two additional antennas were installed by Metra in June. Situation has improved but we will continue to monitor. Metra Communications will be looking to connect Track 19 yardmaster to new antennas at Canal Street as Yardmaster is still having difficulty with radio communications. Amtrak has indicated that new computer needs to be installed in Track 19. Metra has asked that Amtrak provide computer with Metra reimbursing for costs (see next entry). CUS North to push correct button? Equipment has been obtained. Waiting for installation.**
- **Communications via Text between Amtrak Control Center and Track 19 – Track 4.** This will require new Communication Panels "Vega" at both Track 19 and Track 4, @ $3000 each. **T.** Zdanky of Metra Communications department has indicated that it appears possible at this point, but before granting approval, would like to be sent an E-mail with specific details of what is to be installed, and exactly what the cost to Metra will be. Tom did not recall receiving this information. Will proceed once it is received. Ray W. to get information to Tom Zdanky. This is currently under review. It may not be feasible. **Metra Communications has indicated that they do not currently have compatible computer equipment. They have asked to find out if Amtrak could provide the needed terminals with Metra reimbursing for costs. Ray Weinel indicates waiting for quote.**

- **PTC discussion held last month.** Monthly discussions continue. Greg Godfrey with Amtrak mentioned that good progress was made and that another eight hour meeting was scheduled during the month of February**.** BNSF anticipates their PTC to be operational by the end of 2015. Amtrak to use wi-fi as initiatior for PTC. BNSF did additional testing of fiber connections at Lumber St. in July**. BNSF continuing with fiber and/or wi-fi connections. Both Amtrak and Metra will need ability to initialize system while at the platform. Coordination of ITCS and Metra PTC systems will challenge implementation schedule. Metra Technical group names sent by Tammy M. Metra PTC group and Amtrak PTC group are talking to each other. Regular meetings with PTC representatives from BNSF, Metra, and Amtrak are ongoing.**

- Lighting under new Post office Track 48 has been cleaned and wiring replaced. Relamping of track areas continues – most recently between Randolph and Washington. – New lighting installed on North side under overbuild is excellent. Lighting like this installed elsewhere in terminal would be ideal. This has been emphasized by Metra Labor-Management groups. CBRE to obtain designs for 150 North lighting to determine costs for widespread installation. CBRE is researching the feasibility of using and improving what is already there, modernizing the current fixtures. 2017 Budget may provide for LED lighting. Samples of new lighting options ordered. Review of Amtrak lighting standard? **Randolph Street lighting is in need of bulb replacement. CBRE is coordinating the hi-rail equipment use with Amtrak to have its vendor service lights throughout the Train Shed. Randolph St bulb replacement complete. 2 lights out under Boeing Bldg. Still discussing LED**
- **HOT LINE for UNPLUGGED TRAINS - Investigate possibility of "hot line" to report and document trains that are not plugged in when they should be. Because something of this nature was promised to EPA during our last meeting, Metra management is promoting implementation. Ray Lang to take lead in this endeavor and will need to discuss with P. Zwolfer. Set up call to discuss?**

NEW BUSINESS:

- **Clearance issues with Metra F59 locos and metal strip on baggage platforms. Metra has provided drawings as requested. Sean Cronin working on design to remove steps from tank.**

- **Update for switch failures and bridge problems? Contractor is assessing course of action with 100 + year old bridge. Current changes/improvements: Installation of Sprinkler System, changed Proximity detectors. Also looking to replace Gear drive in September and PLC Controller. Bridge Gear drive replaced and sprinklers installed. Multitude of switch failure during November?**

- **Station platform doors. Metra seeking to have doors work exclusively on sensors daily 3 PM to 7 PM. Door modifications to take place on South side first? IDs will need to be provided for Engineers and Mechanical personnel. IDs and Lanyards have been provided. **

- **Thermostat in Track 4 Glasshouse needs repair – unable to regulate temperature.**

- **Metra ARINC Laptops no longer have ability for replays.**

- **Metra looking to use about 1/3 of male bunkroom to enlarge female bunkroom.**

- **Blue Light and Blue flag storage. See photos.**

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34.		Michelle	Sanchez	Metra	312-907-5031	312-322-6552	msanchez@metrarr.com
35.		Maurice	Johnson	Metra	312-322-8003	312-322-7098	mjohnson@metrarr.com
36.		David	Simmons	Metra	312-322-6626		dsimmons@metrarr.com
37.		Habib	Ismail	Metra	312-322-6758		hismail@metrarr.com
38.		Glen	Peters	Metra	312-322-6631		gpeters@metrarr.com
39		Fred	Goldstein	Amtrak	312-544-5353		Fred.Goldstein@amtrak.com
40.		Alvin	Terry	Metra	312-322-6695		aterry@metrarr.com
41.		Ray	Lang	Amtrak	312-544-5730		raylang@amtrak.com
42.		Mike	Fields	Amtrak	312-835-2583		fieldsm@amtrak.com
43.		Mike	Evans	Amtrak	269-363-3397		Michael.evans@amtrak.com
44.		Nicola	Ivancevic	Metra			nivancevic@metrarr.com

Date:	April 3, 2019
To:	James M. Derwinski, CEO/Executive Director
From:	Jack Bauer, Director – Contracts
RE:	Fixed Facility Amendment
Agreement Type:	Fixed Facility Agreement
Party:	Amtrak
District:	CUS

Salient Facts:

Amendment No. 38 to the Amtrak/Metra Fixed Facility Agreement I obligates funding for Metra's share of the following projects:

- Project HD/KD4841 – CUS South Side Interlockers: Funding has changed by increasing Contract Purchases by $661,940 and increasing Contract Construction line item by $1,872,257.

Metra staff has approved these cost estimates and work scopes. This amendment causes a net increase of $2,534,197 in obligated funding. The funding for these projects are included in Metra's approved capital program.

The Executive Director may execute this document without Board approval in accordance with CRB Ordinance No. MET 14-19, Revised Bidding Regulations, under Section 4.02(h)(3) which authorizes the Executive Director to execute fixed facility, trackage rights and purchase of service agreement amendments with other railroads valued over $100,000 that are necessary to accommodate the operation, repair, renovation or construction of commuter facilities or related improvements, provided the Board has approved the expenditure of the relevant funds through the annual operating or capital budget.

Approved: _____ **Chris Krakar** **Date:** 4.5.19

Approved: _____ **Habib Ismail** **Date:** 4-8-19

CONSENT TO FORWARD FOR SIGNATURE: _____

Metra

547 W. Jackson Boulevard Chicago, IL 60661 312.322.6900 TTY: 1 312.322.6774

March 26, 2019

William C. Setser
Assistant Vice President Operations
Amtrak
500 West Jackson Blvd, 2nd Floor
Chicago, Illinois 60661

Subject: Amendment No.38 to Fixed Facility Agreement I ("FFA I")

Dear Mr. Setser,

The following projects reflect changes in funding:

HD/KD4841 – CUS S Side Interlockers - Funding has changed by increasing the Contract Purchases line item by $661,940 and increasing the Contract Construction line item by $1,872,257.

We have enclosed for your review and approval a set of appendices (B, F, & G) that includes all the revisions covering the projects which make up this agreement. Any and all resulting newly bid and/or awarded subcontract work this year is subject to the prevailing wages of General Decision Number: IL190009 01/11/2019 IL9 and General Decision Number: IL190011 03/15/2019 IL11. To the extent not otherwise revised in this Amendment No. 38 the terms and conditions of FFA I shall remain in full force and effect and this letter will serve as the only formal notice of this Amendment. In the event of any conflict between this Amendment and FFA I, this Amendment shall take precedence and control. If Amtrak agrees to this Amendment to FFA I, please sign the attached Amendment and return a copy of the Amendment to Jack Bauer at Metra.

Sincerely,

James Derwinski
Executive Director/CEO

JD/SKF

Metra is the registered service mark for the Northeast Illinois Regional Commuter Railroad Corporation.

AMENDMENT NO. 38 TO
FIXED FACILITY AGREEMENT

This Amendment No. 38 ("Amendment") is made and entered into as of this 18th day of April 2019, by and between the National Railroad Passenger Corporation ("Amtrak") and the Commuter Rail Division of the Regional Transportation Authority ("CRD").

PRELIMINARY STATEMENT

Amtrak, by and through its predecessor, the Chicago Union Station Company, and CRD previously entered into a Fixed Facility Agreement, dated October 1, 1985, and amended said Fixed Facility Agreement thirty-seven (37) times between October 1, 1985 and March 26, 2019 (collectively, the "Agreement"); and

Amtrak and CRD wish to further amend the Agreement to change the funding for Lake Street Interlocker and include revised appendices.

The parties therefore agree as follows:

1. Funding has been added to project 4841 to pay for the labor cost and materials for curved rail rehabilitation and switch machine installation.

2. The funding changes set out above are detailed in the Appendix B, dated March 26, 2019, attached.

Amtrak and CRD have caused this Amendment to be duly executed as of the day and year first written above.

THE COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY:

By: _____
James Derwinski
Executive Director/CEO

NATIONAL RAILROAD PASSENGER CORPORATION:

By: _____
Name: Paul F O'Mara
Title: AVP Transportation - Central

APPENDIX "B" - FIXED FACILITY AGREEMENT I - AMTRAK/CRD

GRANT NUMBER: IL-03-0203/CAP-99-658-FED
IL-03-0214/CAP-99-658-FED
IL-03-0220/CAP-99-658-FED
IL-03-0226/CAP-99-658-FED
IL-90-X415/MET-053
IL-03-0231/CAP-99-658-FED
IL-03-0237/CAP99-658-FED/CRD-2013-3RTASB
IL-03-0250

Project Element No. TJ/TY/AV/BG/BH/BX/CJ/CX3241

COMPANY: AMTRAK

PROJECT DESCRIPTION: Lake Street Interlocker

CRD PORTION (88.0% & 67.13%)	Current Funding AMTRAK ACTIVITY	CHANGE	Revised AMTRAK ACTIVITY
TJ3241-56401004			
Contract Purchases	$ 1,750,000.00	$ -	$ 1,750,000.00
TJ3241-56401005			
Contract Engineering	$ 3,795,000.00	$ -	$ 3,795,000.00
TJ3241-56401006			
Contract Construction	$ 5,854,470.00	$ -	$ 5,854,470.00
TY3241-56401004			
Contract Purchases	$ 3,118,250.00	$ -	$ 3,118,250.00
TY3241-56401006			
Contract Construction	$ 7,136,004.00	$ -	$ 7,136,004.00
AV3241-56401004			
Contract Purchases	$ 1,165,000.00	$ -	$ 1,165,000.00
AV3241-56401006			
Contract Construction	$ 5,847,041.00	$ -	$ 5,847,041.00
BG3241-56401004			
Contract Purchases	$ 176,604.00	$ -	$ 176,604.00
BG3241-57103003			
Contract Engineering	$ 138,630.00	$ -	$ 138,630.00

HI/SKF
08/07/2018

BG3241-56401006				
Contract Construction	$ 8,584,855.00	$ -	$	8,584,855.00
BH3241-56401004				
Contract Purchases	$ -	$ -	$	-
BH3241-57103003				
Contract Engineering	$ -	$ -	$	-
BH3241-56401006				
Contract Construction	$ -	$ -	$	-
BX3241-56401004				
Contract Purchases	$ 1,884,487.00	$ -	$	1,884,487.00
BX3241-57103003				
Contract Engineering	$ -	$ -	$	-
BX3241-56401006				
Contract Construction	$ 9,115,513.00		$	9,115,513.00
CJ3241-56401004				
Contract Purchases	$ 1,637,934.00	$ -	$	1,637,934.00
CJ3241-57103003				
Contract Engineering	$ 670,148.00	$ -	$	670,148.00
CJ3241-56401006				
Contract Construction	$ 14,691,918.00	$ -	$	14,691,918.00
CX3241-56401004				
Contract Purchases	$ -	$ -	$	-
CX3241-57103003				
Contract Engineering	$ -	$ -	$	-
CX3241-56401006				
Contract Construction	$ -	$ -	$	-
TOTAL PROJECT	$ 65,565,854.00	$ -	$	65,565,854.00

The CRD's Portion of the cost associatedwith project identified as Project Element No. CJ3241 shall be 88% for the removal of the Plenum above #352 Lap Switch

Note: Amtrak will contribute 32.87% of the funds needed for all actvities relating to the Southside of CUS.

HI/SKF
08/07/2018

APPENDIX "B" - FIXED FACILITY AGREEMENT I - AMTRAK/CRD

GRANT NUMBER: IL-54-0003 Project Element No. HD4841 KD4841 COMPANY: AMTRAK

PROJECT DESCRIPTION: CUS South Side Interlockers

CRD PORTION (88.0% & 67.13%)	Current Funding AMTRAK ACTIVITY	CHANGE	Revised AMTRAK ACTIVITY
HD4841-56401004			
Contract Purchases	$ 900,000	$ -	$ 900,000
HD4841-56401006			
Contract Construction	$ 812,200	$ 287,800	$ 1,100,000
FIKD4841-12.64.01-004			
Contract Purchases	$ -	$ 661,940	$ 661,940
FIKD4841-12.64.01-006			
Contract Construction	$ -	$ 1,584,457	$ 1,584,457
TOTAL PROJECT	$ 1,712,200	$ 2,534,197	$ 4,246,397

Note: CRD will contribute 67.13% for the CUS switch Machine Replacement Program ($2,081,030) and 88% for the Curved Rail Activities ($453,166) for CY 2019.
Amtrak will contribute 32.87% of the funds needed for all activities relating to the Southside of CUS.

HI/SKF
3/26/2019

APPENDIX "B" - FIXED FACILITY AGREEMENT I - AMTRAK/CRD

GRANT NUMBER: IL-2016-021-01 Project Element No. JG4343 COMPANY: AMTRAK

PROJECT DESCRIPTION: Positive Train Control

	Current Funding		Revised
CRD PORTION (88.0% & 67.13%)	AMTRAK ACTIVITY	CHANGE	AMTRAK ACTIVITY
JG4343-56401004			
Contract Purchases	$ 86,134.00	$ -	$ 86,134.00
JG4343-56401006			
Contract Construction	$ 279,252.00	$ -	$ 279,252.00
TOTAL PROJECT	$ 365,386.00	$ -	$ 365,386.00

Note: Amtrak will contribute 32.87% of the funds needed for all actvities relating to the Southside of CUS and 22.00% relating to the Northside of CUS

HI/KHH
08/07/2018

APPENDIX "F" - FIXED FACILITY AGREEMENT I - AMTRAK/CRD

GRANT NO.: IL-03-0203/CAP-99-658-FED
IL-03-0214/CAP-99-658-FED
IL-03-0220/CAP-99-658-FED
IL-03-0226/CAP-99-658-FED
IL-90-X415/MET-053
IL-03-0231/CAP-99-658-FED
IL-03-0237/CAP-99-658-FED/CRD-2013-3RTASB
IL-03-0250
IL-54-0003
IL-2016-021-01
IL-2019-bb

PROJECT NO.: TJ3241, TY3241, AV3241, BG3241, BH3241, BX3241, CJ3241, CX3241, HD4841, KD4841 and JG4343

COMPANY: Amtrak

DESCRIPTION:

TJ3241/ TY3241/ AV3241/ BG3241/ BH3241/ BX3241/ CJ3241/ CX3241: This project provides for the rehabilitation of the Chicago Union Station Lake Street, and Harrison Street Interlocking. In addition, the removal and construction of the plenum above #352 Lap Switch

KD/HD4841: This project provides for the rehabilitation of the Chicago Union Station and Harrison Street Interlocking. The removal and construction of the plenum above #352 Lap Switch. In addition, curved rail activities at Canal Street.

JG4343: This project provides for expansion of the WIFI capability in the North Side of Chicago Union Station, which will support Metra's PTC operations.

HI/SKF
3/26/2019

APPENDIX "G" - FIXED FACILITY AGREEMENT I - AMTRAK/CRD

GRANT NO.: IL-03-0203/CAP-99-658-FED
IL-03-0214/CAP-99-658-FED
IL-03-0220/CAP-99-658-FED
IL-03-0226/CAP-99-658-FED
IL-90-X415/MET-053
IL-03-0231/CAP-99-658-FED
IL-03-0237/CAP-99-658-FED/CRD-2013-3RTASB
IL-03-0250
IL-2016-021-01
IL-2019-bb

PROJECT NO.: TJ3241, TY3241, AV3241, BG3241, BH3241, BX3241, CJ3241, CX3241, HD4841, KD4841 and JG4343

COMPANY: Amtrak

OWNERSHIP PROVISIONS:

TJ3241/: The Commuter Rail Division shall retain 100% ownership
TY3241/ in that portion of the materials and equipment
AV3241/ installed under this project which is designated as
BG3241/ the commuter rail portion (88.0% or 67.13%) of this
BH3241/ project as described in Appendix B for the North and
BX3241/ South side of the Chicago Union Station.
CJ3241/
CX3241

HD4841/: The Commuter Rail Division shall retain 100% ownership
KD4841/ in that portion of the materials and equipment installed under this project which is designated as the commuter rail portion (88.0% or 67.13%) of this project as described in Appendix B for the North and South side of the Chicago Union Station.

JG4343/: The Commuter Rail Division shall retain 100% ownership in that portion of the materials and equipment installed under this project which is designated as the commuter rail portion (88.0% or 67.13%) of this project as described in Appendix B for the North and South side of the Chicago Union Station.

HI /SKF
03/26/2019

ENGINEERING APPROVED
DATE: 2/13/19
BY:
CMK

2/13/19

Engineering PMO Estimate Report

Detailed Project Estimate

Unapproved Project ID: 12245
Project Description: TKRH CENTRAL DIVISION - TRACK REHABILITATION
Project Definition: C.EN.100799
Project Manager Roche, William E
Project Funding Source: GCAP - General Capital

WBS ID	WBS Element	WBS Description	Forecast TO Qty	Unit of Meas	UM / Shift	Shifts (Total)	Man Count	Hrs / Shift	Total Man Hours	ST %	OT %	Labor Costs	Material Costs	Equipment Total Cost	Fees Total Cost	Subcontract Total Cost	Other Total Cost	Add-ons	Total Costs
58	0058	C.EN.100799.0058 TKRH CEN Div - CUS CP CANAL TKRH 1, 2 & 3 RPL	3	EA	0.07	45.00	0.00	8	1,320			94,965	208,392	35,110	17,954	134,347	0	24,193	514,962
58.1	HD.0000732	Construction Phase	1,642	LF	54.73	30.00	0.00	8	1,200			87,436	208,392	35,110	17,954	134,347	0	0	483,269
58.1.1	HD.0000733	Labor	1,642	LF	54.73	30.00	0.00	8	1,200	100.00	0.00	87,436	0	0	0	0	0	0	87,436
58.1.1.1	HD.0000734	TKRH CP CANAL RAIL (CUSTOM)	1,642	LF	54.73	30.00	0.00	8	1,200	100.00	0.00	87,436	0	0	0	0	0	0	87,436
58.1.1.2	HD.0000735	TRL - CP CANAL RAIL (CUSTOM)	0	LF	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	0	0	0	0
58.1.1.3	HD.0000736	TKRH CP CANAL RAIL (CUSTOM)	0	LF	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	0	0	0	0
58.1.2	HD.0000737	Equipment	15	Day	0.33	15.00	0.00	8	0	100.00	0.00	0	0	35,110	0	0	0	0	35,110
58.1.3	HD.0000738	Material	15	Day	1.00	15.00	0.00	8	0	100.00	0.00	0	208,392	0	0	0	0	0	208,392
58.2	HD.0000739	Project Management	15	Day	1.00	15.00	1.00	8	120	100.00	0.00	7,530	0	0	0	0	0	0	7,530
58.3	HD.0000771	Contingency (5%)	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	0	0	24,193	24,193
		Report Total							1,320			94,965	208,392	35,110	17,954	134,347	0	24,193	514,962

Note: Labor costs include Benefits and Overheads; Fees Total Cost include material handling additive; If applicable, Add-ons includes Contingency fees

ENGINEERING APPROVED
DATE: 3/22/2019
BY:
CMK

Engineering PMO Estimate Report

Detailed Project Estimate

Run: 3/14/2019 3:44:12 PM

Unapproved Project ID: 12245
Project Description: TKRH CENTRAL DIVISION - TRACK REHABILITATION
Project Definition: C.EN.100799
Project Manager Roche, William E
Project Funding Source: GCAP - General Capital

WBS ID	WBS Element	WBS Description	Forecast T/O Qty	Unit of Meas	UM / Shift	Shifts (Total)	Man Count	Hrs / Shift	Total Man Hours	ST %	OT %	Labor Costs	Material Costs	Equipment Total Cost	Fees Total Cost	Subcontract Total Cost	Other Total Cost	Add-ons	Total Costs
45	0045	C.EN.100799.0045 TURN CEN DIV - CUS TRK SWITCH RPLCMNT -	1	LS	0.01	156.54	0.00	8	5,563			443,557	427,785	239,067	36,918	1,669,409	0	283,264	3,100,000
45.1	HD.0000442	CP Roosevelt TO CP Taylor TRK Rehab (FY19)	1	LS	0.01	156.54	0.00	8	5,563			443,557	427,785	239,067	36,918	1,669,409	0	283,264	3,100,000
45.1.1	HD.0000539	Construction Phase	1	LS	0.01	136.54	0.00	8	5,403			409,468	427,785	239,067	35,918	1,669,409	0	0	2,782,647
45.1.1.1	HD.0000563	#9 DBI Slip, RMB Frog WD Ties, #136 Rail A5 SW Machine (#W23A / W34B)	1	LS	0.07	14.56	0.00	8	508			38,524	0	31,456	0	270,136	0	0	340,117
45.1.1.1 .1	HD.0000538	Material	1	EA	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	270,136	0	0	270,136
45.1.1.1 .2	HD.0000566	Labor	7	Day	0.99	7.06	9.00	8	508	80.00	20.00	38,524	0	0	0	0	0	0	38,524
45.1.1.1 .3	HD.0000584	Equipment	5	Day	0.67	7.50	0.00	8	0	100.00	0.00	0	0	31,456	0	0	0	0	31,456
45.1.1.2	HD.0000585	#9 DBL Slip, RBM Frog, WD TIES, 136# Rail, A5 SW and GM4000 SW Machines (2 Types) (#H32B / H43A)	1	LS	0.07	14.56	0.00	8	508			38,524	0	31,456	0	270,136	0	0	340,117
45.1.1.2 .1	HD.0000545	Material	1	EA	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	270,136	0	0	270,136
45.1.1.2 .2	HD.0000723	Labor	7	Day	0.99	7.06	9.00	8	508	80.00	20.00	38,524	0	0	0	0	0	0	38,524
45.1.1.2 .3	HD.0000604	Equipment	5	Day	0.67	7.50	0.00	8	0	100.00	0.00	0	0	31,456	0	0	0	0	31,456
45.1.1.3	HD.0000605	#9 DBL Slip, RBM Frog, WD TIES, 136# Rail, A5 SW and GM4000 SW Machines (SV23A / V34B)	1	LS	0.07	14.56	0.00	8	508			38,524	0	31,456	0	270,136	0	0	340,117
45.1.1.3 .1	HD.0000560	Material	1	EA	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	270,136	0	0	270,136
45.1.1.3 .2	HD.0000589	Labor	7	Day	0.99	7.06	9.00	8	508	80.00	20.00	38,524	0	0	0	0	0	0	38,524
45.1.1.3 .3	HD.0000618	Equipment	5	Day	0.67	7.50	0.00	8	0	100.00	0.00	0	0	31,456	0	0	0	0	31,456
45.1.1.4	HD.0000619	#9 RH TO, RBM Frog, WD Ties, 136# Rail, A5 Single SW Machine (#G43A TO)	1	LS	0.07	14.56	0.00	8	508			38,524	0	31,456	0	94,000	0	0	163,980
45.1.1.4 .1	HD.0000541	Material	1	EA	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	94,000	0	0	94,000
45.1.1.4 .2	HD.0000608	Labor	7	Day	0.99	7.06	9.00	8	508	80.00	20.00	38,524	0	0	0	0	0	0	38,524
45.1.1.4 .3	HD.0000624	Equipment	5	Day	0.67	7.50	0.00	8	0	100.00	0.00	0	0	31,456	0	0	0	0	31,456
45.1.1.5	HD.0000625	#8 LH TO, RBM Frog, WD Ties, 136# Rail, GM4000 SW Machine (#117 TO)	1	LS	0.12	8.04	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190
45.1.1.5 .1	HD.0000561	Material	1	EA	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	85,000	0	0	85,000
45.1.1.5 .2	HD.0000626	Labor	5	Day	0.99	5.06	9.00	8	364	80.00	20.00	27,608	0	0	0	0	0	0	27,608
45.1.1.5 .3	HD.0000627	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.6	HD.0000628	#8 LH TO, RBM Frog, WD Ties, 136# Rail, GM4000 SW Machine, TC=13-3 1/2" at SP, 13-3 1/4" HB and 13-2 1/2" PoF (#F97A TO)	1	LS	0.12	8.06	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190
45.1.1.6 .1	HD.0000562	Material	1	EA	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	85,000	0	0	85,000

Note: Labor costs include Benefits and Overheads; Fees Total Cost include material handling additive; If applicable, Add-ons includes Contingency fees

Engineering PMO Estimate Report

Detailed Project Estimate

Run: 3/14/2019 3:44:12 PM

WBS ID	WBS Element	WBS Description	Forecast T/O Qty	Unit of Meas	UM / Shift	Shifts (Total)	Man Count	Hrs / Shift	Total Man Hours	ST %	OT %	Labor Costs	Material Costs	Equipment Total Cost	Fees Total Cost	Subcontract Total Cost	Other Total Cost	Add-ons	Total Costs
45.1.1.6.2	HD.0000623	Labor	5	Day	0.99	5.00	9.00	8	364	80.00	20.00	27,608	0	0	0	0	0	0	27,608
45.1.1.6.3	HD.0000630	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.7	HD.0000631	#8 RH TO, RBM Frog, WD Ties, 136# Rail, GM4800 SW Machine, TC=14'-6" at SP, 13'-6" HB and 13'-1 1/2" PoF (#878 TO)	1	LS	0.12	8.06	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190
45.1.1.7.1	HD.0000553	Material	1	EA	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	85,000	0	0	85,000
45.1.1.7.2	HD.0000629	Labor	5	Day	0.99	5.06	9.00	8	364	80.00	20.00	27,608	0	0	0	0	0	0	27,608
45.1.1.7.3	HD.0000633	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.8	HD.0000634	#8 RH TO, self-guarded frog, wood ties, 136# rail, A5 switch machine, TC=16'-10 1/4" at SP, 16'-11 3/4" HB and 16'-10" PoF (#87A TO)	1	LS	0.12	8.06	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190
45.1.1.8.1	HD.0000540	Material	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	85,000	0	0	85,000
45.1.1.8.2	HD.0000632	Labor	5	Day	0.99	5.06	9.00	8	364	80.00	20.00	27,608	0	0	0	0	0	0	27,608
45.1.1.8.3	HD.0000636	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.9	HD.0000637	#8 RH TO, self-guarded frog, wood ties, 136# rail, A5 switch machine, TC=16'-9" at SP, 17' HB and 16'-9 1/2" PoF (#87B TO)	1	LS	0.12	8.06	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190
45.1.1.9.1	HD.0000544	Material	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	85,000	0	0	85,000
45.1.1.9.2	HD.0000635	Labor	5	Day	0.99	5.06	9.00	8	364	80.00	20.00	27,608	0	0	0	0	0	0	27,608
45.1.1.9.3	HD.0000638	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.10	HD.0000640	#8 LH TO, self-guarded frog, wood ties, 136# rail, A5 switch machine, TC=16'-9 1/4" at SP, 16'-10 1/4" HB and 16'-9 3/4" PoF (#76A TO)	1	LS	0.12	8.06	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190
45.1.1.10.1	HD.0000547	Material	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	85,000	0	0	85,000
45.1.1.10.2	HD.0000638	Labor	5	Day	0.99	5.06	9.00	8	364	80.00	20.00	27,608	0	0	0	0	0	0	27,608
45.1.1.10.3	HD.0000642	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.11	HD.0000643	#8 LH TO, self-guarded frog, wood ties, 136# rail, A5 switch machine, TC=16'-9 5/8" at SP, 16'-11 1/2" HB and 16'-9 13/16" PoF (#76B TO)	1	LS	0.12	8.06	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190
45.1.1.11.1	HD.0000554	Material	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	85,000	0	0	85,000
45.1.1.11.2	HD.0000641	Labor	5	Day	0.99	5.06	9.00	8	364	80.00	20.00	27,608	0	0	0	0	0	0	27,608
45.1.1.11.3	HD.0000645	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.12	HD.0000647	#8 LH TO, RBM frog, wood ties, 136# rail, A5 switch machine, TC=12'-11 3/4" at SP, 13'-5/8" HB and 12'-11 11/16" PoF (#F65A TO)	1	LS	0.12	8.06	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190
45.1.1.12.1	HD.0000555	Material	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	85,000	0	0	85,000
45.1.1.12.2	HD.0000644	Labor	5	Day	0.99	5.06	9.00	8	364	80.00	20.00	27,608	0	0	0	0	0	0	27,608
45.1.1.12.3	HD.0000646	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.13	HD.0000648	#8 LH TO, RBM frog, wood ties, 136# rail, A5 switch machine, TC=12'-11 1/2" at SP, 13' HB and 12'-9 3/4" PoF (#F65B TO)	1	LS	0.12	8.06	0.00	8	364			27,608	0	12,582	0	85,000	0	0	125,190

Note: Labor costs include Benefits and Overheads; Fees Total Cost include material handling additive; If applicable, Add-ons includes Contingency fees

V.S. Oppenheim
Exhibit 6
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Engineering PMO Estimate Report

Detailed Project Estimate

Run: 3/14/2019 3:44:12 PM

WBS ID	WBS Element	WBS Description	Forecast T/O Qty	Unit of Meas	UM / Shift	Shifts (Total)	Man Count	Hrs / Shift	Total Man Hours	ST %	OT %	Labor Costs	Material Costs	Equipment Total Cost	Fees Total Cost	Subcontract Total Cost	Other Total Cost	Add-ons	Total Costs
45.1.1.1 3.1	HD.0000556	Material	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	65,000	0	0	65,000
45.1.1.1 3.2	HD.0000548	Labor	5	Day	0.99	5.00	9.00	8	364	80.00	20.00	27,808	0	0	0	0	0	0	27,808
45.1.1.1 3.3	HD.0000551	Equipment	3	Day	1.00	3.00	0.00	8	0	100.00	0.00	0	0	12,582	0	0	0	0	12,582
45.1.1.14	HD.0000557	Diamond PKG Bat #67XO and #76 XO	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	200,000	0	17,260	0	0	0	217,260
45.1.1.15	HD.0000453	Misc Material and Labor	1	LS	0.17	5.78	2.09	8	92	100.00	0.00	6,902	227,755	0	19,658	0	0	0	254,345
45.1.2	HD.0000456	Project Management	1	LS	0.00	20.00	0.00	8	160			34,069	0	0	0	0	0	5,000	39,069
45.1.2.1	HD.0000535	Project Manager	160	HR	0.00	20.00	1.00	8	160	100.00	0.00	34,069	0	0	0	0	0	0	34,069
45.1.2.2	HD.0000698	Project Management Incidental	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	0	0	5,000	5,000
45.1.3	HD.0000461	Contingency (10%)	1	LS	0.00	0.00	0.00	8	0	100.00	0.00	0	0	0	0	0	0	278,264	278,264
		Report Total							5,563			443,557	427,755	239,067	36,918	1,669,309	0	283,264	3,100,000

Note: Labor costs include Benefits and Overheads; Fees Total Cost include material handling additive; If applicable, Add-ons includes Contingency fees

V.S. Oppenheim
Exhibit 6
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General Decision Number: IL190009 01/11/2019 IL9

Superseded General Decision Number: IL20180009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	01/11/2019

ASBE0017-001 06/01/2017

	Rates	Fringes
ASBESTOS WORKER/INSULATOR		
Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems	$ 50.50	25.80
Fire Stop Technician	$ 40.40	24.54
HAZARDOUS MATERIAL HANDLER		
includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from		

mechanical systems.....$ 37.80 24.54

BOIL0001-001 05/01/2017

	Rates	Fringes
BOILERMAKER	$ 46.18	29.58

BRIL0021-001 06/01/2016

	Rates	Fringes
BRICKLAYER	$ 44.88	26.62

BRIL0021-004 06/01/2017

	Rates	Fringes
Marble Mason	$ 44.63	26.83

BRIL0021-006 06/01/2017

	Rates	Fringes
TERRAZZO WORKER/SETTER	$ 44.38	25.84
TILE FINISHER	$ 38.56	22.10
TILE SETTER	$ 45.49	25.72

BRIL0021-009 06/01/2017

	Rates	Fringes
MARBLE FINISHER	$ 33.95	26.03

BRIL0021-012 06/01/2017

	Rates	Fringes
Pointer, cleaner and caulker	$ 45.42	24.06

CARP0555-001 06/01/2018

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER		
Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer		
Building	$ 47.35	32.83
Heavy & Highway	$ 47.35	32.83

CARP0555-002 10/01/2018

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER	$ 38.11	32.83

ELEC0009-003 06/03/2018

	Rates	Fringes

Line Construction
Groundman.....$ 40.48 61.52%
Lineman and Equipment
Operator.....$ 51.90 61.52%

ELEC0134-001 06/04/2018

	Rates	Fringes
ELECTRICIAN	$ 48.35	33.11

ELEC0134-003 06/04/2018

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN	$ 43.96	24.51

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data appatatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidential conduit.

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* ELEV0002-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	$ 56.61	33.705+a+b

FOOTNOTES:

a) PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular hourly rate as vacation pay credit for employee with more than 5 years of service, and 6% for employee with less than 5 years service

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* ENGI0150-006 06/01/2017

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 50.10	36.45
GROUP 2	$ 48.80	36.45
GROUP 3	$ 46.25	36.45
GROUP 4	$ 44.50	36.45

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*:Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment);Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional $.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

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* ENGI0150-025 06/01/2018

Heavy and Highway Construction

	Rates	Fringes

OPERATOR: Power Equipment

GROUP 1	$ 49.30	38.15
GROUP 2	$ 48.75	38.15
GROUP 3	$ 46.70	38.15
GROUP 4	$ 45.30	38.15
GROUP 5	$ 44.10	38.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push,

pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-026 06/01/2018

	Rates	Fringes
IRONWORKER		
Sheeter	$ 49.08	38.28
Structural and Reinforcing	$ 48.83	38.28

IRON0063-001 06/01/2018

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 48.05	35.93

IRON0063-002 06/01/2018

	Rates	Fringes
IRONWORKER		
Fence Erector	$ 40.88	28.74

IRON0136-001 07/01/2018

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors	$ 41.00	33.96
Master Riggers	$ 43.50	33.96

LABO0002-006 06/01/2017

	Rates	Fringes
LABORER (BUILDING &		

RESIDENTIAL)

GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.20	27.47
GROUP 3	$ 41.28	27.47
GROUP 4	$ 41.30	27.47
GROUP 5	$ 41.40	27.47
GROUP 6	$ 41.40	27.47
GROUP 7	$ 41.43	27.47
GROUP 8	$ 41.53	27.47
GROUP 9	$ 41.55	27.47
GROUP 10	$ 41.75	27.47
GROUP 11	$ 41.78	27.47
GROUP 12	$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2017

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.28	27.47
GROUP 3	$ 41.40	27.47
GROUP 4	$ 41.43	27.47
GROUP 5	$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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LABO0002-008 06/01/2017

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS	$ 42.20	27.47
16 - 20 POUNDS	$ 42.70	27.47
21 - 26 POUNDS	$ 43.20	27.47
27 - 33 POUNDS	$ 44.20	27.47
34 - AND OVER	$ 45.20	27.47
LABORER (Tunnel and Sewer)		
GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.33	27.47
GROUP 3	$ 41.43	27.47
GROUP 4	$ 41.55	27.47
GROUP 5	$ 41.20	27.47

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0225-001 06/01/2017

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1	$ 36.00	27.47
GROUP 2	$ 41.40	27.47
GROUP 3	$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

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PAIN0014-001 06/01/2018

	Rates	Fringes
PAINTER (including taper)	$ 46.55	27.24

PAIN0027-001 06/01/2018

	Rates	Fringes
GLAZIER	$ 43.85	36.22

PLAS0005-002 07/01/2015

	Rates	Fringes
PLASTERER	$ 42.25	26.65

PLAS0502-001 06/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 45.25	33.48

PLUM0130-001 06/01/2018

	Rates	Fringes
PLUMBER	$ 50.25	30.07

PLUM0597-002 06/01/2018

	Rates	Fringes
PIPEFITTER	$ 48.50	31.44

ROOF0011-001 12/01/2018

	Rates	Fringes
ROOFER	$ 43.65	23.45

SFIL0281-001 01/01/2018

	Rates	Fringes
SPRINKLER FITTER	$ 48.10	27.05

SHEE0073-001 06/08/2018

	Rates	Fringes
Sheet Metal Worker	$ 44.25	37.02

SHEE0073-002 06/08/2018

	Rates	Fringes
Sheet Metal Worker		
ALUMINUM GUTTER WORK	$ 31.32	37.02

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles	$ 35.60	22.10
4 Axles	$ 35.85	22.10
5 Axles	$ 36.05	22.10
6 Axles	$ 36.25	22.10

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic		

signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....$ 28.25 9.08

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles	$ 39.942	0.25+a
4 Axles	$ 39.75	0.25+a
5 Axles	$ 39.967	0.25+a
6 Axles	$ 40.184	0.25+a

FOOTNOTES:

a. $719.00 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: IL190011 03/15/2019 IL11

Superseded General Decision Number: IL20180011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	03/15/2019

CARP0555-003 06/01/2018

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building	$ 47.35	32.83
Heavy & Highway	$ 47.35	32.83

CARP0555-008 06/01/2016

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver	$ 45.35	32.30

CARP0555-011 06/01/2018

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver	$ 47.35	32.84

CARP0790-003 05/01/2018

DE KALB COUNTY

	Rates	Fringes
CARPENTER	$ 41.77	29.18

CARP0790-004 05/01/2018

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof), STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER	$ 41.77	29.18

CARP0792-003 05/01/2018

BOONE COUNTY

	Rates	Fringes
CARPENTER	$ 44.22	26.73

ELEC0009-002 06/03/2018

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman	$ 40.48	61.52%
Lineman and Equipment Operator	$ 51.90	61.52%

ELEC0117-001 06/04/2018

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 48.64	32.60

ELEC0150-001 07/01/2017

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN	$ 40.00	38.49

ELEC0176-011 06/01/2018

WILL COUNTY

	Rates	Fringes

ELECTRICIAN.....$ 43.50 39.26

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* ELEC0196-001 03/04/2019

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 43.87	32.75%+6.00+A
Groundman Truck Driver	$ 35.05	32.75%+6.00+A
Groundman	$ 33.85	32.75%+6.00+A
Lineman, Substation		
Technician, Cable Splicing		
Technician, Digger		
Operator, Crane Operator		
20 tons and above, and		
Signal Technician	$ 52.59	32.75%+6.00+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

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ELEC0364-003 06/01/2018

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.00	33.51

ELEC0461-006 06/04/2018

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 47.72	32.39

ELEC0701-001 06/04/2018

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN	$ 40.50	102.09%

ENGI0150-015 06/01/2018

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1	$ 46.65	37.45
Group 2	$ 46.10	37.45
Group 3	$ 44.80	37.45
Group 4	$ 43.35	37.45
Group 5	$ 41.90	37.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36" and over; Roto Mill Grinder, less than 36"; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back MAchine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :
Cranes & Derricks 90' to 150' including jib receive an extra $.50 per hour. Cranes & Derricks over 150' including jib receive an extra $.50 per hour plus an additional $.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated $.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra $.50 per hour.

Creter Cranes:
When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra $.50 per hour.

Truck Mounted Concrete Pumps:
When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive $.50 per hour extra.

Truck Mounted Concrete Conveyor:
Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra $.50 per hour.

Underground Work:
Employees working in tunnels, shafts, etc. shall be paid an additional $.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional $.50 per hour. Employees working under air pressure of 7 pounds or over shall receive $.65 per hour more.

Mining Machines- Boring Machines:
The crew operating and maintaining the Mining Machines shall be compensated an additional $.50 per hour.

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* ENGI0150-024 06/01/2018

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		

GROUP 1	$ 49.30	38.15
GROUP 2	$ 48.75	38.15
GROUP 3	$ 46.70	38.15
GROUP 4	$ 45.30	38.15
GROUP 5	$ 44.10	38.15

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2018

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter	$ 49.08	38.28
Structural and Reinforcing	$ 48.83	38.28

IRON0063-003 06/01/2018

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 48.05	35.93

IRON0393-003 06/01/2018

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER	$ 45.84	35.50

IRON0444-006 06/01/2018

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER	$ 43.00	38.20

IRON0498-003 06/01/2018

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER	$ 39.39	38.89

LABO0002-004 06/01/2017

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.33	27.47
GROUP 3	$ 41.43	27.47
GROUP 4	$ 41.55	27.47
GROUP 5	$ 41.20	27.47

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LABO0002-009 06/01/2017

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs	$ 42.20	27.47
16 - 20 lbs	$ 42.70	27.47
21 - 26 lbs	$ 43.20	27.47
27 - 33 lbs	$ 44.20	27.47
34 lbs and over	$ 45.20	27.47
LABORER (Tunnel and Sewer)		
GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.33	27.47
GROUP 3	$ 41.43	27.47
GROUP 4	$ 41.55	27.47

GROUP 5.....$ 41.20 27.47

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0032-007 05/01/2018

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer	$ 35.40	31.73
Skilled Laborer	$ 38.25	31.73

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition

Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LABO0075-002 06/01/2017

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.55	27.47
GROUP 3	$ 41.20	27.47
GROUP 4	$ 41.55	27.47
GROUP 5	$ 41.40	27.47
GROUP 6	$ 41.55	27.47
GROUP 7	$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for

any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level;

Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)
GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

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LABO0149-002 06/01/2017

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.43	27.47
GROUP 3	$ 41.20	27.47
GROUP 4	$ 41.20	27.47
GROUP 5	$ 41.43	27.47
GROUP 6	$ 41.55	27.47
GROUP 7	$ 41.55	27.47
GROUP 8	$ 41.20	27.47
GROUP 9	$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

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LABO0152-003 06/01/2017

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 41.20	27.47
GROUP 2	$ 41.28	27.47
GROUP 3	$ 41.20	27.47
GROUP 4	$ 41.43	27.47
GROUP 5	$ 41.40	27.47
GROUP 6	$ 41.40	27.47

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2018

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only	$ 46.55	27.24

PAIN0030-001 07/01/2018

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER		
Brush, Drywall Taper/Finisher, Sandblaster, and Spray	$ 46.55	21.58

PAIN0030-004 07/01/2018

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel	$ 39.95	22.61

PLAS0011-002 06/01/2017

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 42.00	34.56

PLAS0011-008 06/01/2017

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.84	31.60

PLAS0011-013 06/01/2017

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 44.98	31.47

PLAS0011-015 06/01/2017

BOONE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 36.99	26.93
PLASTERER	$ 34.78	27.28

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 38.00	24.03

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* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks	$ 37.68	0.15+a
4 Axle Trucks	$ 37.83	0.15+a
5 Axle Trucks	$ 38.03	0.15+a
6 Axle Trucks	$ 38.23	0.15+a

FOOTNOTES:
a. $733.20 per week.
b. Lowboy rate based on number of axles

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled

by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0301-001 06/01/2017

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 37.69	10.15+a
4 AXLES	$ 37.84	10.15+a
5 AXLES	$ 38.04	10.15+a
6 AXLES	$ 38.24	10.15+a

FOOTNOTES:
a. 325.20 per week.
b. Lowboy rate based on number of axles

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years -

2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0325-004 06/01/2017

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles	$ 36.62	20.40
4 Axles	$ 36.77	20.40
5 Axles	$ 36.97	20.40
6 Axles	$ 37.08	20.40

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0330-002 06/01/2017

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 36.64	0.15+a
4 AXLES	$ 36.79	0.15+a
5 AXLES	$ 36.99	0.15+a
6 AXLES	$ 37.19	0.15+a

FOOTNOTE: a. $780.90 per week

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20

years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0673-003 06/01/2017

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 36.93	0.15+a
4 AXLES	$ 37.08	0.15+a
5 AXLES	$ 37.28	0.15+a
6 AXLES	$ 37.48	0.15+a

FOOTNOTE: a. $767.70 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence

Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

NATIONAL RAILROAD PASSENGER CORPORATION
30th Street Station, Philadelphia, PA 19104

V.S. Oppenheim
Exhibit 7
1 of 3

February 15, 2019

BYRON S. COMATI
Vice President
CORPORATE PLANNING

James M. Derwinski
CEO/Executive Director
METRA
547 W. Jackson Boulevard
Chicago, IL 60661

Dear Mr. Derwinski:

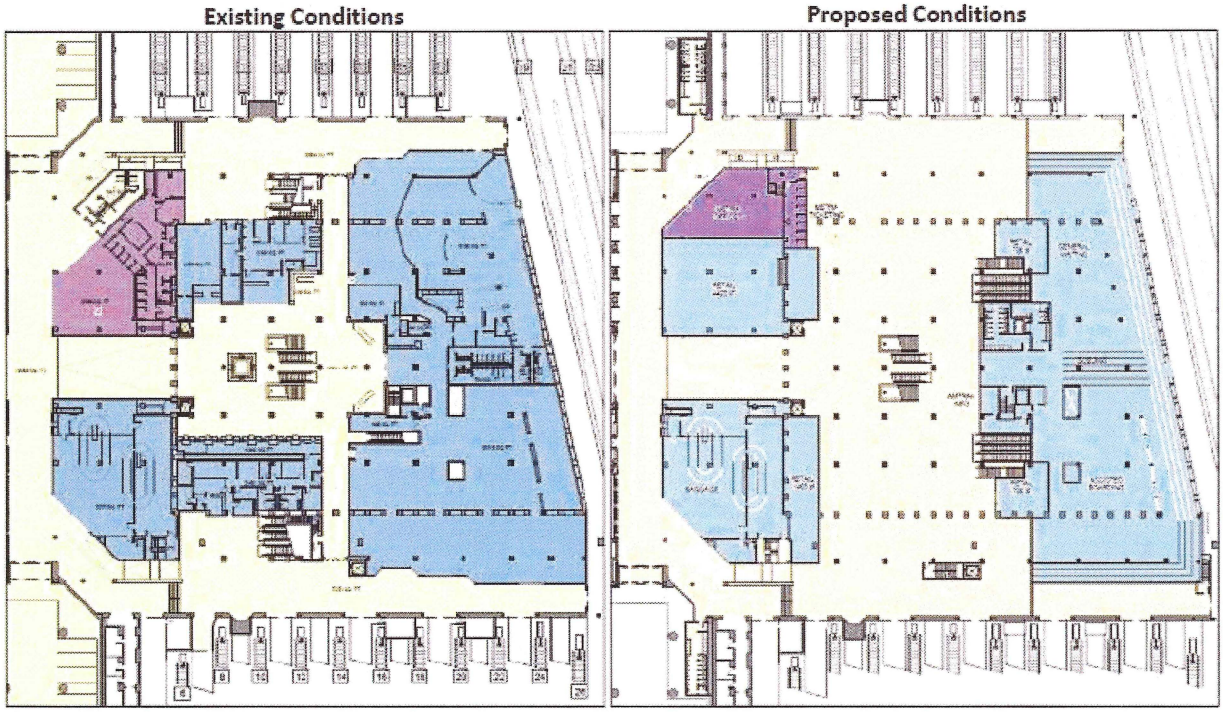
RE: Federal-State Partnership for State of Good Repair – Amtrak/Metra Grant Application

Thank you for your continued interest in partnering with Amtrak on a grant application for the Federal-State Partnership for State of Good Repair (Partnership Program) discretionary grant program. The Partnership Program solicits applications for grants for capital projects to repair, replace, or rehabilitate Qualified Railroad Assets to reduce the state of good repair (SOGR) backlog and improve Intercity Passenger Rail performance.

Section D.v.C. of the Notice of Funding Opportunity requires that the applicant has to demonstrate the cost-sharing requirement under 49 U.S.C. 24911(a)(5)(B), and "be an operator or contributing funding partner who is subject to the Cost Methodology Policy adopted under Section 209 of the Passenger Rail Investment and Improvement Act of 2008 (PRIIA)". After extensive consultation with FRA on Sec. D.v.C.(1) eligibility matters, Amtrak plans to apply for the Chicago Union Station Interim Concourse Congestion Mitigation Solution Project (CUS Concourse Project) with the Illinois Department of Transportation, one of our PRIIA Section 209 partners as co-applicant. Metra will be the second co-applicant and contributing match partner for the CUS Concourse Project.

The Concourse Project completes the first and most impactful phase of a longer-term plan to improve the concourse building at CUS, benefiting all Amtrak and Metra passengers using the station. This first phase will open up the concourse by removing a number of unused rooms (e.g., former Amtrak ticketing area and the former Amtrak Metropolitan Lounge) as well as walls to create open space for improved circulation, capacity, accessibility, customer experience, and particularly safety during regular conditions and service disruptions. This newly opened space will create an open area larger than the size of the existing Great Hall immediately to the west of it.

The scope will also include any supplementary improvements resulting from opening up the concourse, such as necessary adjustments, replacements, and additions to mechanical, electrical, plumbing and fire protection, as well as any necessary cosmetic repairs resulting from removal of walls, ceilings and other work. These improvements reduce the SOGR backlog at CUS by replacing and/or renovating interiors and equipment in a building that was last renovated in 1991.



	Square Footage
Amtrak Space	27,290
Metra Space	2,600
Shared Space	48,530
Total Sq. Ft.	78,420

As you are aware, the Fed-State program requires a minimum 20% non-Federal match. In order to include Metra as a co-applicant or partner in the grant application for this important project, we have reviewed existing and future conditions at the CUS concourse level and propose the following match split between Amtrak and Metra:

	Square Footage	Amtrak Share	Metra Share
Amtrak Space	27,290	100%	0%
Metra Space	2,600	0%	100%
Shared Space	48,530	15%	85%
Total Sq. Ft.	78,420	34,570	43,850
% of Total	**100%**	**44%**	**56%**

Based on a total project cost of $30 million, the Federal grant request will be $24 million, and the 20% (or $6 million) non-Federal match will be split between Amtrak and Metra based on our respective share of the

total square footage: $2,640,000 for Amtrak and $3,360,000 for Metra. Please note that the proposed allocation pertains to the one-time capital costs associated with the Fed-State CUS Concourse project only, and our negotiations for a new long term operating and capital cost sharing and lease agreement will not be impacted by this arrangement.

We believe that this arrangement demonstrates a compelling commitment by both parties to this Project and to the enhancement of safety and reliability for all passengers and users of the station.

Please signify your agreement by executing and dating this letter and return one original for Amtrak's records.

Sincerely,

Byron S. Comati
Vice President, Corporate Planning

Metra

By: _____

Its: CEO & Exec Director

Date: 2-20-19

cc: *Ray Lang*
Tom Moritz
Christine Suchy

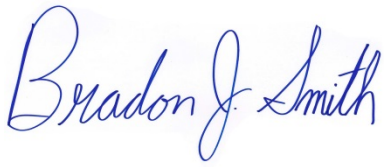
CERTIFICATE OF SERVICE

I hereby certify that on this day, July 1, 2020, in accordance with the requirements of 49 C.F.R. § 1152.60(d), a copy of the foregoing **Reply of the Commuter Rail Division of the Regional Transportation Authority and the Northeast Illinois Regional Commuter Railroad Corporation** (Public Copies) was served by electronic file transfer site on the following persons:

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Bradon J. Smith