

**Cooperative Agreement
Between
VIA Rail Canada Inc.
And National Railroad Passenger Corporation (Amtrak)**

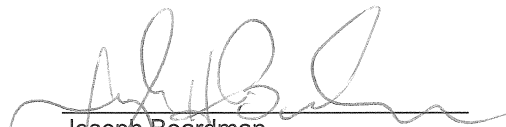
The *Cooperative Agreement* respecting the strengthening of respective and joint capabilities, and advancement of common objectives as outlined in the following pages, was signed on this date on behalf of VIA Rail Canada Inc. and the National Railroad Passenger Corporation (Amtrak).

FOR VIA RAIL CANADA INC.

FOR NATIONAL RAILROAD PASSENGER CORPORATION - AMTRAK:



Marc Laliberté
President and Chief Executive Officer
VIA Rail Canada Inc.



Joseph Boardman
President and CEO
Amtrak

Montréal, 2 February, 2010
C20090589

Washington, 2/11, 2010



1.0 Preamble

VIA Rail Canada Inc. (“**VIA Rail**”) has operated since 1977 Canada’s national passenger rail service on behalf of the Government of Canada. Its objective is to provide safe, efficient, environmentally responsible and cost effective passenger rail transportation services from coast to coast. VIA Rail’s vision is to offer the best travel experience in Canada, and will be achieved by working to exceed customer expectations every time.

The National Railroad Passenger Corporation (“**Amtrak**”) was created pursuant to the Rail Passenger Service Act in 1970 and operates America’s rail passenger intercity network. Its success depends on providing safe and reliable intercity rail passenger service. Its mission is to provide efficient and effective intercity passenger rail mobility consisting of high quality service that is trip-time competitive with other intercity travel options, and that is consistent with the goal of minimizing government subsidies.

VIA Rail and Amtrak share similar priorities and express in this document the intention to promote a cooperative relationship to combine and mutually reinforce these efforts, and create synergies for the achievement of common and complementary goals.

VIA Rail and Amtrak networks and services have many similar characteristics, such that cooperation can be expected to help realize our common goals. VIA Rail and Amtrak envision working together to promote the greater utilization of intercity passenger rail service in North America through the development and expansion of intercity passenger rail corridors in order to support economic development, liveable communities, reductions in auto and aviation congestion, and environmental sustainability.

Through combined efforts, VIA Rail and Amtrak expect to be able to:

- Increase awareness of both networks
- Promote accessibility to both sides of the border
- Share technical knowledge, operational and marketing experiences and expertises
- Pursue alliances and partnerships on specific activities covering operations, technology, marketing and other passenger rail management programs
- Identify and develop opportunities related to the provision of enhanced and meaningful travel experiences through innovative products and services

2.0 Working Relationship

Through this Cooperative Agreement, both organizations will be seeking to improve intercity passenger rail service in North America by strengthening their respective and joint capabilities, and advancing the achievement of shared objectives.

It is the intention of both organizations to maintain and strengthen the relationship over time, and to cooperate and collaborate in an open and transparent manner.

A Steering Committee composed of representatives of both VIA Rail and Amtrak will be created to ensure progress and to facilitate the identification and consideration of new opportunities for collaboration. Other officials from both organizations will meet as required and as frequently as needed to address specific opportunities and activities in their areas. Refer to Appendix A attached to this Agreement for the details of the Steering Committee rules.

Both parties agree to work collaboratively and respectfully to address any issues on a timely and constructive basis; and to find fair and reasonable solutions to address any challenges that may arise in the implementation of this Cooperative Agreement.

The Cooperative Agreement is intended to be an enduring relationship to foster collaboration. It is subject to review after three years to ensure that our separate and combined needs as well as longer term goals are being met.

Once specific opportunities, actions, projects or initiatives are identified, they will be the object of, and covered by separately executed agreements (*Specific Agreement*) as required and under the umbrella of this general Cooperative Agreement.

This Cooperative Agreement may be modified at any time by a written amendment signed by both parties.

Any communications to third parties, press releases, or other materials regarding this agreement or activities carried out under the agreement must be approved in advance by both parties.

3.0 Confidentiality Requirements

Any information that either party considers as confidential shall be exchanged only in accordance with a separately executed Mutual Non-Disclosure and Confidentiality Agreement.

This Cooperative Agreement and any related information shall be confidential, subject to the provisions of the Access to Information Act and of the Privacy Act (Canada) and the Freedom of Information Act (US).

Each of the parties agrees that the intellectual property of the other party, including trademarks and copyrights, form part of the assets of the other party.

4.0 Enforceability of this Cooperative Agreement

This Agreement is a statement of intent and does not create legally binding obligations on either party. Moreover, it shall not be interpreted as constitutive of a deed of partnership or of a joint venture; any common contribution and sharing of benefits are formally excluded.

5.0 Collaborative Opportunities

VIA Rail's and Amtrak's legislation and related policies will serve as the foundation to build collaborative approaches between the two organizations. This Agreement provides a means to recognize and more effectively advance shared objectives and support the implementation of the mandates of the respective organizations. Cooperative activities, alliances and partnerships could take place in, but are not limited to, the following areas:

5.1 Traveling Experiences

- Seek opportunities for initiatives that will raise the profile of both VIA Rail and Amtrak.
- Research the potential to create/facilitate cross-border experiences and travel packages.
- Share knowledge, best practices and research regarding travel experiences and programming initiatives.

5.2 Innovative Products & Services

- Research opportunities for development and implementation of strategies required to achieve or exceed the goals of both organizations. The joint efforts are expected to provide leverage that would facilitate moving forward to accomplish both companies' vision of a future for intercity passenger rail, and increase the value and the effectiveness of their respective services in all areas.
- Exchange content and identify opportunities to enhance the delivery of efficient, effective and economical intercity passenger rail mobility.

5.3 Research

- Exchange information obtained from studies carried out by each organization and related to similar activities.
- Cooperate in the field of high-speed rail transportation with regard to exchanging information relative to planning, designing, technical standards, operations and maintenance methods, technologies of high-speed rail transportation systems, in accordance with their common interest.
- Investigate opportunities related to the introduction of new technologies in all areas (e.g. on-board Wi-Fi, e-ticketing, etc.)

5.4 Training and Staff Exchanges

- Seek opportunities to involve respective staffs in training that increases skill sets, broadens exposure to topics of mutual relevance, and expands peer to peer networks.

5.5 Business Development

- Work together and maximize the resulting leveraging effects in dealing with the passenger rail supply industry and other stakeholders (suppliers of services, of goods, of products, of know-how, tour operators, interest groups, etc.) that can serve to advance mutual objectives.
- Seek opportunities for specific cooperation, alliance or partnership to increase and enhance means of effectively, efficiently and economically achieving common purposes in all passenger rail activities (marketing, operations, management and control, technology, etc.). Activities would typically include, but not be limited to, service planning and delivery, product development and implementation, passenger travel planning and reservation, loyalty reward programs, on board amenities and entertainment, train planning, scheduling and operation, rolling stock maintenance, procurement activities, real estate management, strategic planning, performance monitoring and control, etc.; i.e., practically all aspects of intercity passenger rail service.
- Exchange information on potential new partners in developing new audiences and sources of support.
- Promote opportunities that can enhance traveling experiences.

- Joining efforts in the commercialization and sale worldwide of the knowledge, experiences and expertises gained over the years as effective and efficient intercity passenger rail operator.

5.6 Public Relations and Promotion

- Promote contests that highlight the unique travel experiences by train throughout North America.
- Seek opportunities for cross promotion of both organizations' objectives.

5.7 Network

- Showcase the two networks, especially those portions connecting Canada and the U.S.
- Promote accessibility to Canadian and American destinations.
- Pursue initiatives for a stronger cooperation and partnership in cross-border train services.

6.0 Language

It is upon the express wish and agreement of the parties that this Agreement is written in the English language.

Cette entente est rédigée dans la langue anglaise selon la volonté et l'entente formelle des parties.

7.0 Other Considerations

Each party shall immediately inform the other of any situation creating a possible conflict of interest between this Agreement and any other obligation.

This Agreement or any interest therein shall not be assigned without the other party's written consent given in advance.

This Cooperative Agreement does not outline any financial commitments between the parties; however, any financial requirement that arises from the development of collaborative activities shall be outlined in Specific Agreements that shall be developed as required by each initiative or dictated by the particular context.

8.0 Cancellation

This Agreement may be cancelled by either party by registered mail following a previous one month's notice. Any such cancellation, however, shall not affect any *Specific Agreement* unless there is any clause to the contrary in such *Specific Agreement*.

9.0 Annexes to this Cooperative Agreement

Annexes may be developed and added to this Agreement over time. All initiatives and priorities being undertaken will be documented in Specific Agreements, under the umbrella of this Agreement.

10.0 Conclusion

Over time, the two organizations will strive to build greater trust and relationships between them, and will continue to strengthen their cooperation for the achievement of common objectives.

VIA Rail and Amtrak will endeavour to work together. Joining forces will create synergies and facilitate the moving forward toward the achievement of common or similar goals, and accomplishment of their vision of the future for intercity passenger rail: the offer of the best travel experience in North America, which is safer, greener and healthier than any other.

APPENDIX « A »

STEERING COMMITTEE RULES

1. Composition of the Steering Committee

In accordance with the article 2.0 of the Agreement, the Steering Committee will comprise:

- for VIA Rail: _____
- for Amtrak: _____

2. Meetings Structure

2.1 Frequency:

In order to ensure a rapid and effective identification and development of initiatives, the Committee will meet at least once every quarter during the first year of the cooperation. After that, the frequency may be revised based on the experience acquired and the number and types of projects identified, developed and implemented.

2.2 Meeting Place

It is agreed that the Committee will meet alternatively in Montreal and Washington. The Committee may consider meeting in other places as required. Any or all members of the Committee may elect to participate in any meeting by phone,

2.3 Agenda and Minutes of Meeting

It is agreed that the party hosting the meeting will produce and circulate an agenda at least one week before the meeting with the list of subjects, time and place.

2.4 Participation of Working Groups outside of the Steering Committee

As mentioned in the article 2.0 of the Cooperative Agreement, the various specific working groups, comprised of representatives from both organizations, will meet or confer as required and as frequently as may be needed to address specific initiatives and projects in their areas.

2.5 Minutes of Meeting

Minutes of meeting will be prepared after each meeting by the hosting party, circulated first as a draft and then finalized once comments from the other party have been incorporated.

3. Project Management

Projects will be identified, developed and managed during the « collaborative opportunities » phase. They will be managed as follows:

- As soon as a project, an initiative, or an idea is identified by either party, its feasibility will be reviewed by the Committee
- Although section 2.1 refers to quarterly meeting, the Committee may meet more often for significant projects

- Depending on the nature, complexity, risks and financial implications resulting of each opportunity, Specific Agreements will be developed to define individual projects, roles and responsibilities, deliverables, timelines, financial commitments and expected benefits. These Specific Agreements will be submitted to the appropriate authorities for approval in both organizations.
- The Steering Committee will periodically review the status of each project.

MUTUAL NON DISCLOSURE AND CONFIDENTIALITY AGREEMENT
C20090590

This Mutual Non-Disclosure and Confidentiality Agreement ("Agreement") is entered into and is effective as of the 11 day of Feb, 2010 by and between the National Railroad Passenger Corporation (Amtrak), a corporation organized under 49 U.S.C. § 24101 *et seq.* and the laws of the District of Columbia, having a principal place of business at 60 Massachusetts Ave., N.E., Washington, D.C. 20002 ("Amtrak") and VIA Rail Canada Inc. ("VIA Rail"), a corporation duly incorporated under the laws of Canada having its head office at the City of Montréal, in the Province of Québec, Canada . References to a party include that party's subsidiaries and affiliated entities.

The parties intend to enter into a Cooperative Agreement that could involve the exchange of Confidential Information concerning the management and operation of the intercity passenger rail network in Canada and in the U.S. (the "Purpose"). Each party may be a "Discloser" and a "Recipient" of Confidential Information.

In consideration of the mutual promises made in this Agreement, and to protect the Confidential Information, the parties agree as follows:

- 1. Definition of Confidential Information:** "Confidential Information" may include, but is not limited to, (a) the know-how, trade secrets, patent applications, engineering specifications, material formulations, concepts, development plans, ideas, processes, techniques, methodologies, software (including in source or object code form), any data of Disclosure (including any customer data), costs, financial information, customer lists, marketing and business plans and other information related to the business activities of Discloser, which Recipient learns or receives from Discloser; (b) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by Recipient which contain, reflect or are based on, in whole or in part, any Confidential Information furnished to Discloser pursuant hereto; and (c) the existence or status of, and any information concerning, the discussions between the parties concerning the possible establishment of a business relationship. Confidential Information shall also include such information relating to any of the foregoing matters as shall be generated jointly by Recipient and Discloser or as a result of prior disclosure of Confidential Information by Discloser. To be considered Confidential Information, any documents, materials or objects must be marked "confidential," and any verbal communications must be indicated as being confidential at the time communicated.
- 2. Exclusions:** The requirements of this Agreement shall not apply to information that Recipient can show by competent evidence that on the effective date of this Agreement has been or thereafter is: (a) known by Recipient prior to receiving it from Discloser; (b) developed by Recipient independently of Discloser and not

based upon or derived from information provided or delivered by Discloser to Recipient; (c) rightfully obtained by Recipient from a third party without restriction; or (d) publicly available other than through the fault or negligence of Recipient. If any portion of the Confidential Information falls within any of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the requirements of this Agreement.

3. **Rights to Confidential Information:** All Confidential Information is proprietary to Discloser, and all rights, title and interest and other applicable intellectual property rights in the Confidential Information shall remain in Discloser. Except as expressly granted in this Agreement, no rights in or license under any present or future information disclosed by Discloser to Recipient, or any intellectual property rights related thereto, are either offered or granted to Recipient.
4. **Restrictions:** Recipient shall not (a) reproduce or use any Confidential Information except in good faith furtherance of the Purpose, (b) disclose any Confidential Information to any third party not in its employ, except Recipient's contractors who are obligated to maintain the confidentiality of the Confidential Information and who have a need to know such Confidential Information, or to any parties within its employ except those who have a need to know Confidential Information to further the Purpose and who are bound by agreements (including employment agreements and restrictive employee policies) which contain substantially similar provisions as this Agreement to keep such information confidential and (c) use any of Confidential Information for any purpose other than in furtherance of the Purpose. Recipient shall notify Discloser promptly in writing of any misappropriation, unauthorized disclosure or use by any person of the Confidential Information of which Recipient is reasonably aware. Recipient will take all steps reasonably requested by Discloser to stop, limit or otherwise remedy such misappropriation, unauthorized disclosure or use. Recipient shall be liable for any act or omission in violation of this Agreement by anyone who receives Confidential Information from Recipient or on its behalf.
5. **Permitted Disclosure:** Recipient may disclose Confidential Information to the extent required to comply with applicable law or a valid court or governmental order, provided that Recipient (a) promptly provides written notice of such required disclosure to Discloser to permit Discloser to protect its Confidential Information, (b) consults with Discloser, and cooperates with Discloser's reasonable requests to resist or narrow the scope of the disclosure, (c) discloses only such Confidential Information as is legally required to be disclosed, and (d) shall use its best efforts to ensure that confidential treatment is accorded to the information so disclosed.
6. **Protections:** Recipient represents covenants and agrees to keep all Confidential Information safe, secure, and confidential at all times and shall establish and maintain at all times security practices to protect against unauthorized use, disclosure or accessibility. Recipient shall use reasonable

care to safeguard the Confidential Information (and in all events at least the same degree of care that it uses to safeguard its own confidential, proprietary and trade secret information) from unauthorized use, disclosure or accessibility.

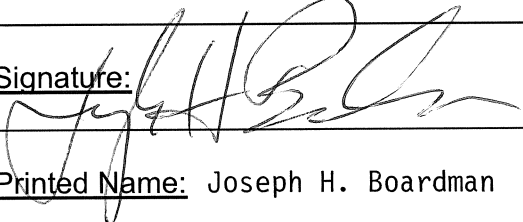

7. **Software:** If software is provided under this Agreement, the Recipient agrees it will not attempt to reverse engineer or de-compile any software programs provided under this Agreement.
8. **Return or Destruction of Confidential Information:** Recipient agrees to return to Discloser all written materials embodying Confidential Information or to destroy such materials promptly, including all copies made by Recipient, at the request of Discloser or upon termination of this Agreement. Recipient agrees to provide Discloser a destruction certificate if so requested. Notwithstanding the return or destruction of Confidential Information, Recipient will continue to be bound by the terms of this Agreement.
9. **Term:** The obligations and restrictions with respect to any particular Confidential Information shall extend for three (3) years from and after the date Recipient learns of such Confidential Information. Provisions which by their sense and context are meant to survive termination of this Agreement shall so survive.
10. **Notices:** All notices under this Agreement shall be deemed to have been duly given upon the certified or registered mailing thereof, post-paid to the party entitled thereto at the following addresses, unless such addresses are changed by written notice.

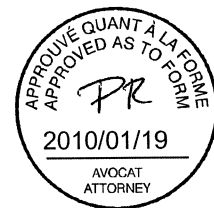
For Amtrak: Mr. Matthew F. Hardison
Chief, Sales Distribution and Customer Service
National Railroad Passenger Corporation
60 Massachusetts Ave, NE
Washington, DC 20002
USA

For VIA Rail: Mr. Giovanni Labbiento
Director, Strategic Alliances and Business Development
3 Place Ville-Marie, Suite 500
Montréal, Qc, Canada
H3B 2C9

11. **Equitable Relief:** The parties acknowledge and agree that remedies at law would be inadequate to protect Discloser against any actual or threatened breach of this Agreement by Recipient. In the event of any such actual or threatened breach, in addition to other remedies which may be available, Discloser shall have the right to specific performance and other injunctive and equitable relief without proof of actual damages.

12. **No Further Obligations:** The furnishing of information hereunder shall not obligate either party to enter into any further agreement or negotiation with any other party.
13. **Assignment:** This Agreement shall not be assigned by a party without the prior written consent of the other party.
14. **Severability:** If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force and effect.
15. **Entire Agreement, Governing Law & Modifications:** This Agreement embodies the entire understanding between the parties and supersedes all prior agreements relative to its subject matter. This Agreement shall be construed in accordance with, and governed by, the laws of the District of Columbia, without regard to its conflicts of law principles. This Agreement shall not be modified except by a writing duly executed by or on behalf of the party against whom such modification is sought to be enforced.

National Railroad Passenger Corporation	VIA Rail Canada Inc.
<u>Signature:</u> 	<u>Signature:</u> 
<u>Printed Name:</u> Joseph H. Boardman	<u>Printed Name:</u> MARC LALIBERTE
<u>Title:</u> President and CEO	<u>Title:</u> PRESIDENT & CEO
<u>Date:</u> 02/11/2010	<u>Date:</u> 2/02/10



This INTERLINE TICKETING AGREEMENT (hereinafter referred to as "Agreement") made as the 1st day of January, 2013.

AMONG:

VIARAILCANADA INC. a corporation incorporated under the *Canada Business Corporations Act*, having its head office at 3 Place Ville Marie, Suite 500, Montréal, Québec, H3B 2C9, CANADA
Hereinafter referred to as "VIA"

THE PARTY OF THE FIRST PART

- and -

NATIONAL RAILROAD PASSENGER CORPORATION, a corporation organized under 49 USC §24101 et seq. and the laws of the District of Columbia, having its principal offices at 60 Massachusetts Ave. NE, Washington, DC 20002 USA
Hereinafter referred to as "Amtrak"

THE PARTY OF THE SECOND PART

WHEREAS the parties are engaged in the provision of common carrier passenger transportation services and wish to enter into arrangements whereby each may offer and sell certain passenger transportation services of the other; and

WHEREAS, by agreement dated February 1, 1986 (the "1986 Agreement"), the parties entered into an agreement whereby each offered and sold certain passenger transportation services of the other; and

WHEREAS, the parties intend by this Agreement to terminate the 1986 Agreement in its entirety and to replace it with this Agreement.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual promises and covenants herein contained, VIA and Amtrak agree as follows:

SECTION 1 - DEFINITIONS

As used herein:

- (a) "SELLING LINE" means a party which sells a ticket and accepts payment for such ticket. A SELLING LINE may print the ticket that it sells.
- (b) "CARRYING LINE" means a party over whose route(s) or line(s) a passenger(s) or baggage thereof is transported or is to be transported.
- (c) "PRINTING LINE" means a party which prints a ticket that it did not sell. With respect to any particular ticket, a party cannot be both a SELLING LINE and a PRINTING LINE.

- (d) "TICKET" means any document or other authorization (e.g., electronic) for transportation of a passenger and baggage over the route(s) or line(s) of the parties hereto.
- (e) "BAGGAGE" means the property of a passenger carried in connection with the transportation for which the passenger has purchased a ticket and which is carried or checked in accordance with the applicable tariffs of the parties hereto.
- (f) "TARIFFS" means the fares, rates, charges, rules, regulations, conditions of carriage, and instructions pertaining to transportation duly issued by either party hereto, including notices of changes in fares, rates or changes made pursuant to Section 3(d) of this Agreement.

SECTION 2 - PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for the sale and printing of tickets by either party for the transportation of passengers over routes or lines of the other party. Such routes or lines, and the services and other special conditions applicable thereto, shall be as specified in Appendix "A", attached hereto.

SECTION 3 - SERVICE TO BE PERFORMED

- (a) A SELLING LINE and a PRINTING LINE are hereby authorized, respectively, to sell and print tickets for the transportation of passengers in the form approved by, and in accordance with the tariffs of, the CARRYING LINE. The CARRYING LINE shall not, directly or indirectly, or through any agent, broker, or otherwise, rebate or remit any portion of the charges specified in the said tariffs. Any and all requests for refunds of unused portion(s) of tickets sold hereunder shall be forwarded to the office of the SELLING LINE, or to the person(s) or place authorized by the SELLING LINE, to make such refunds.
- (b) The parties agree to accept and to honor each ticket sold or printed hereunder and to transport the passenger(s), as specified therein, subject to the applicable tariffs.
- (c) No ticket shall be sold hereunder unless a reservation is made (i.e., every ticket must include a reservation for a seat or other accommodation) (where required by the CARRYING LINE), and unless the SELLING LINE receives actual payment of the total charges payable therefore in accordance with applicable tariffs.
- (d) Each party shall, from time to time, furnish to the other information pertinent to the sale and printing of tickets, e.g., new or updated policy information.
- (e) If any service of a party hereto shall be modified, suspended or cancelled, in whole or in part, or if such modification, suspension, or cancellation of such service affects the performance of this Agreement, the party responsible for such modification, suspension, or cancellation shall endeavor to provide the other party with written notice thereof at least thirty (30) days in advance.
- (f) Each party agrees that it shall not make any representations with regard to the tickets

or other transportation documents of the other party, or of the transportation for which the same shall be sold or printed, except those representations expressly authorized in writing by such other party.

- (g) No advertising or news releases with respect to this Agreement, or with respect to the services offered to the public pursuant thereto, shall be done or issued except by prior agreement in writing between the parties; provided, however, that neither party shall withhold such agreement unreasonably. Trademarks and service marks shall be used in accordance with the established procedures of each party.
- (h) All expenses for communications sent in connection with or pursuant to this Agreement shall be borne by the originator.
- (i) Baggage of passengers to be checked through the point of interchange shall be accepted subject to the applicable tariffs or other requisitions of the CARRYING LINE with respect to limitations of size, weight, and liability.
- (j) Nothing herein shall be deemed to require the parties to initiate or maintain service between any locations, to revise or otherwise coordinate departure or arrival schedules, or to provide passenger or baggage transportation between any stations.

SECTION 4 - REIMBURSEMENT

The SELLING LINE shall pay to the CARRYING LINE all charges applicable to the tickets sold hereunder, and do so in accordance with the settlement procedures prescribed in Appendix B, attached hereto.

SECTION 5 - INDEMNIFICATION

- (a) In selling or printing tickets for transportation over the lines of the CARRYING LINE, neither the SELLING LINE nor the PRINTING LINE, their officers, employees, agents and servants, shall be liable for, and the CARRYING LINE agrees to defend, indemnify and hold harmless, the SELLING LINE and the PRINTING LINE, their officers, employees, agents and servants, from and against, any and all claims, demands, actions, proceedings, suits, costs, expenses, judgments, damages and liabilities, including but not limited to, attorney's fees and expenses, of whatsoever nature and by whomsoever made or brought as a result of loss or damage to property or injury or death to persons, or for delay of any nature whatsoever arising out of transportation services of the CARRYING LINE.
- (b) The CARRYING LINE shall defend, indemnify and hold harmless the SELLING LINE, its officers, employees, agents and servants, from and against any and all claims, demands, actions, proceedings, suits, costs, expenses, judgments, damages and liabilities, including, but not limited to, attorney's fees and expenses, of whatsoever nature, arising out of, or in any way related to any modification, amendment, suspension or cancellation ("Change") of applicable tariffs or services, and the sale by the SELLING LINE of tickets hereunder prior to receipt by the SELLING LINE of notice of the Change and for a period of thirty (30) days thereafter.

- (c) In the event that any claim is made or suit is commenced against a party (party #1) asserting a liability for which the other party (party #2) provides indemnity hereunder, party #1 shall give prompt written notice to party #2, and shall furnish all available communications, legal processes, data, papers, records and other information in its possession, material to such claim or suit, as party #2 may from time to time reasonably request.
- (d) The forgoing indemnification obligations shall survive any termination of this Agreement.

SECTION 6 - NON-PERFORMANCE

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect its right thereafter to enforce such provision. Nor shall the waiver by either party of any breach of any covenant, condition or proviso hereof be taken or held to be a waiver of any further breach of such covenant, condition or proviso.

SECTION 7 - PRIOR AGREEMENTS

This Agreement supersedes, replaces and terminates the 1986 Agreement as of January 1, 2013. Any amounts received by either party pursuant to the 1986 Agreement with respect to any period after December 31, 2012 shall be recalculated under the terms of this Agreement and appropriate adjustments in payment made.

SECTION 8 - TERM AND TERMINATION

- (a) This Agreement shall commence as of January 1, 2013, and remain in force until terminated by either party upon not less than sixty (60) days prior written notice being given to the other party.
- (b) Termination pursuant to this Section shall not relieve either party of any obligation arising or incurred hereunder prior to the effective date of such termination. Upon such termination, each party shall complete a full and final settlement of accounts in accordance with the settlement procedures prescribed in Appendix B hereto.

SECTION 9 - ARBITRATION

- (a) Any dispute between the parties whether arising during the period of this Agreement or at any time thereafter which attaches upon the validity, construction, meaning, performance or effect of this Agreement, or the rights and liabilities of the parties or any matter arising out of or connected with this Agreement shall be subject to arbitration, pursuant to the Code of Civil Procedure (Quebec) and the decision shall be final and binding upon the parties hereto and shall not be subject to appeal.
- (b) The arbitration shall be carried on by a single arbitrator if the parties can agree upon one, failing which, such arbitrator shall be appointed by a judge of the Superior Court of Justice (Quebec) at Montreal, Quebec, upon the application of either party.

- (c) The arbitration shall take place in the City of Montreal and the arbitrator shall fix the time and place in such City for the purpose of hearing such evidence, representations and arguments as the parties or any of them may present.
- (d) The decision of the arbitrator both in procedure and the conduct of the parties during the proceedings and the final determination of the issue shall be binding upon the parties and no appeal shall lie there from. The costs of the arbitration shall be shared 50/50 by the parties unless otherwise directed by the arbitrator.

SECTION 10 - GENERAL PROVISIONS

(a) Notices

Except as set forth in Appendix B, all notices, requests, demands, offers or communications by the terms hereof required or permitted to be given by one party to the other shall be given in writing, by registered mail, postage prepaid, addressed to such other party or personally delivered to such other party as follows:

To VIA Rail Canada:

Senior Director, Domestic and International Sales
3, Place Ville Marie, Suite 500
Montréal, Québec, H3B 2C9 CANADA

With a copy to:

Chief Corporate and Legal Officer, Corporate Secretary
3, Place Ville Marie, Suite 500
Montréal, Québec, H3B 2C9 CANADA

To Amtrak:

Chief, Sale Distribution and Customer Service
National Railroad Passenger Corporation
60 Massachusetts Ave., NE
Washington, DC 20002 USA

With a copy to:

General Counsel
National Railroad Passenger Corporation
60 Massachusetts Ave., NE
Washington, DC 20002 USA

or such other addresses as may be given in writing from time to time, and such

notices, requests, demands, offers and other communications shall be deemed to have been received when delivered or, if mailed, on the tenth (10th) business day after the mailing thereof (service by registered mail shall not be valid if at the time of mailing there is a mail strike other serious interruption in the mail service anywhere in the Provinces of Ontario or Québec, the District of Columbia, or Pennsylvania) or, if sent by facsimile upon receipt of facsimile confirmation receipt, or if sent by email on the day following the successful sending thereof.

(b) Entire Agreement

This Agreement and terms hereof shall constitute the entire agreement between the parties with respect to all of the matters herein. The execution of this Agreement has not been induced by, nor does either party rely upon or regard as material, any representations or writings whatsoever not incorporated herein and made a part hereof. This Agreement shall not be amended, altered or qualified except by a writing signed by both parties.

(c) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. This Agreement and the performance of obligations hereunder shall be subject to the rules, regulations and orders of all regulatory bodies having jurisdiction over the respective parties. The invalidity of any particular provision of this Agreement shall not affect any other provision hereof, but the Agreement shall be construed as if such invalid provision was omitted.

(d) Further Assurances

Each party covenants and agrees to execute such further and other documents and to undertake such other actions as may be reasonably required to give effect to the terms and intent of the transactions contemplated herein.

(e) Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Agreement.

(f) Assignment

This Agreement is not assignable by either party without the consent in writing of the other party, such consent not to be unreasonably conditioned, withheld or delayed.

(g) Enurement

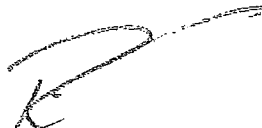

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

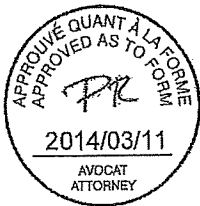
(h) Confidentiality

This Agreement and the information contained herein are confidential, subject to the

provisions of any acts, notably the *Access to Information Act*, R.S.C. (1985), c. A-1, the *Privacy Act*, R.S.C. (1985), c. P-21.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written. SIGNED, SEALED and DELIVERED

)
) VIA RAIL CANADAINC.
)
)
)
) By: 
) _____
) Name: Pierre Santoni
) Title: Senior Director, Domestic and International Sales
) I have authority to bind the corporation.
)
)
) NATIONAL RAILROAD PASSENGER
) CORPORATION
)
)
) By: 
) _____
) Name: Matthew F. Hardison
) Title: Chief, Marketing & Sales Off.
) I have authority to bind the corporation.



APPENDIX "A"

NATIONAL RAILROAD PASSENGER CORPORATION

AND

VIA RAIL CANADA, INC.

INTERLINE TICKETING AGREEMENT (dated as of January 1, 2013)

Each party authorizes the other to sell and print tickets in connection with passenger transportation over the routes and lines of each, specified herein:

- Between all locations served by AMTRAK.
- Between all locations served by VIA.
- Between all locations served by joint services operated by AMTRAK and VIA.
- AMTRAK and VIA will sell and print tickets for each other's services and will allow all of their appointed travel agents to do the same, paying those agents appropriate commissions. Both AMTRAK and VIA, when selling or printing tickets for travel over the other party's lines, may use their own ticket forms or any other ticket forms used by appointed travel agents.
- AMTRAK and VIA will, through all of their respective sales offices, ticket counters, and rail travel bureaus, promote each other's services.
- AMTRAK and VIA will cooperate in the promotion of each other's services, where practical.
- AMTRAK and VIA will accept in the payment of each other's services the credit cards each normally honors in its own course of business.
- Settlement between AMTRAK and VIA will be made in U.S. Dollars in the manner described in Appendix B.

APPENDIX "B"

NATIONAL RAILROAD PASSENGER CORPORATION

AND

VIA RAIL CANADA, INC.

INTERLINE TICKETING AGREEMENT (dated as of January 1, 2013)

1. Settlement

- A. The SELLING LINE shall pay to the CARRYING LINE all charges applicable to tickets sold pursuant to the Agreement in accordance with applicable tariffs and Appendices A and B of the Agreement.
- B. A commission of [REDACTED] of amounts paid for tickets sold by the SELLING LINE, and/or any other charges paid to the SELLING LINE, shall be allowed to the SELLING LINE to defray expenses. For a ticket to have been actually sold, or other charges to have been paid, the SELLING LINE must have accepted payment for such ticket or other charge. Any commission allowed on a ticket that is subsequently refunded or exchanged shall be netted out in the next month's MSF (as referenced in Subsection 1.D. below).
- C. A payment of [REDACTED] USD to the PRINTING LINE from the CARRYING LINE shall be allowed for each ticket that the PRINTING LINE prints.
- D. Not later than sixty (60) days after the end of each month the SELLING LINE shall forward by mail to the CARRYING LINE, at the address designated in Section 2 of this Appendix, a Monthly Settlement Form, in the form attached hereto, ("MSF") showing the sales and refunds made pursuant to this Agreement, itemized as to ticket number, value and date of sale, as well as a cheque for the statement total, less the [REDACTED] commission prescribed above.
- E. Not later than sixty (60) days after the end of each month the CARRYING LINE shall forward by mail to the PRINTING LINE, at the address designated in Section 2 of this Appendix, a MSF showing the tickets printed by the PRINTING LINE, itemized as to ticket number, as well as a cheque in the amount of [REDACTED] USD per ticket so printed.
- F. Failure to make settlements within the time limits prescribed in Sections D and E above will result in an interest rate of prime (in accordance with the lead bank of the CARRYING LINE), being added to overdue settlements.
- G. Any and all audit exceptions taken by a party (party #1) shall be submitted in writing, with full explanation and details of the adjustment required, to the other party (party #2) within one (1) year of submission of the MSF to

which the disputed item(s) pertains (e.g., a disputed item pertaining to July 2013 ticket sales, settled on September 30, 2013, must be submitted by September 30, 2014).

- H. Not later than sixty (60) days following its receipt of a disputed item, subject to the time limit set out in Sections D and E above, party #2 shall advise party #1 of the settlement month in which the adjustment will be included, or provide full details of reasons for declining the adjustment.
- I. Failure of party #2 to acknowledge acceptance or decline the adjustment within the period prescribed in Section H above shall constitute authority for party #1 to deduct said adjustment from its next payment to party #2; subject to review and readjustment of the item(s) if agreeable to party #1.
- J. Each party shall have the right to audit all pertinent sales and printing records of the other party within the settlement adjustment time limit of one (1) year as set forth in Section G above.
- K. The foreign exchange rate shall be the closing rate for the last day of the period being settled, as published in the Wall Street Journal.

2. General

All statements, explanations or other communications required or permitted pursuant to this Appendix B shall be in writing and shall be delivered by hand or by first class mail.

If to AMTRAK, addressed to:

National Railroad Passenger Corporation
 Revenue Accounting – Manager Passenger A/R
 30th Street Station
 2955 Market Street, 5N-119
 Philadelphia, PA 19720 USA

If to VIA, addressed to:

VIA Rail Canada Inc.
 P.O. Box 8116
 Montréal, Québec, H3C 3N3 CANADA

Each party may change its above address by notice in writing to the other party.

MONTHLY SETTLEMENT FORM

(for use in connection with Appendix B to the Amtrak/VIA Interline Ticketing Agreement
dated as of January 1, 2013)

Appendix

Settlement Format in US Dollars (\$USD)

Amtrak Interline Settlement Report in \$USD (Form 1 - Prepared by Amtrak) For VIA Rail Canada For the Month ended _____		
Part I "Maple Leaf" - Prepared by Amtrak		
Amtrak Sales of VIA portion of Maple Leaf Route	\$	-
Less: Refunds & Exchanges	\$	-
Less: [REDACTED] commission to Amtrak	\$	-
Add/Less: any other adjustments	\$	<u>-</u>
Subtotal Due to VIA from Amtrak or (Due Amtrak from VIA)	\$	-
Part II - Prepared by Amtrak		
VIA Sales of Amtrak Tickets in ARROW (MTR, TWO, VAC)	\$	-
Less: [REDACTED] commission to VIA	\$	-
Less: Credit Cards Remitted directly to Amtrak	\$	-
Add/Less: any other adjustments	\$	-
Less: Ticket Print Commission to VIA (Quantity @ [REDACTED] each)	\$	<u>-</u>
Subtotal Due to VIA from Amtrak or (Due Amtrak from VIA)	\$	<u>-</u>
Total Due to VIA from Amtrak or (Due Amtrak from VIA)*		<u><u>\$ -</u></u>
<p>* Note: Amounts due VIA will be remitted by Amtrak; amounts due Amtrak will be invoiced to VIA</p>		

Interline Settlement Report in \$USD
(Form 2 - Prepared by VIA Rail Canada)
For Amtrak
For the Month ended _____

Part III - Prepared by VIA

VIA Sales of Amtrak in VIANET	\$	-
Less: commission to VIA	\$	-
Add/Less: Any other adjustments (e.g. catering)	<u>\$</u>	<u>-</u>
*Total Due to Amtrak from VIA or (Due from Amtrak to VIA)		<u><u>\$</u></u> -

* Note: Amounts due Amtrak will be remitted by VIA; amounts due VIA will be invoiced to Amtrak

SETTLEMENT AGREEMENT

The parties hereto, National Railroad Passenger Corporation ("Amtrak") and VIA Rail Canada Inc. ("VIA") (collectively "the Parties"), for and in consideration of the settlement payment, mutual promises and agreements and other consideration set forth herein, hereby agree as follows, effective as of January 1, 2013 (the "Effective Date"):

1. VIA shall pay Amtrak the sum of [REDACTED] USD ("the Settlement Payment"), in full and final settlement of all claims, allegations and demands by either Amtrak or VIA arising out of or related in any way to an agreement regarding the issuance of tickets made by the Parties as of February 1, 1986 ("the 1986 Agreement").

2. As of the Effective Date, VIA and Amtrak hereby release each other from any and all demands and claims at law or in equity arising under the 1986 Agreement, whether asserted prior to the Effective Date or not, and whether arising in the past, present or future, excepting only claims for breach of this Settlement Agreement.

3. The Settlement Payment shall be made by VIA to Amtrak within thirty (30) days after VIA's execution of this Settlement Agreement.

4. This Settlement Agreement represents the complete agreement of the Parties concerning the subject matter hereof, and supersedes all prior discussions, negotiations and representations, and any right to rely thereon is expressly disclaimed.

5. There are no intended beneficiaries of this Settlement Agreement other than the Parties hereto.

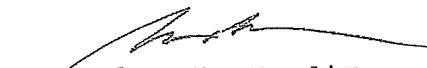
6. Each signator expressly represents that he or she has authority to execute this Agreement on behalf of the Party for which he or she has signed.

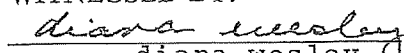
7. This Settlement Agreement represents the settlement of disputed claims, and no Party admits liability of any kind.

8. This Settlement Agreement may be executed in counterparts, but may not be modified except in writing signed by duly authorized representatives of each Party hereto.

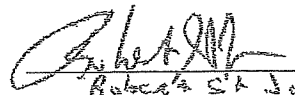
WE SO AGREE:

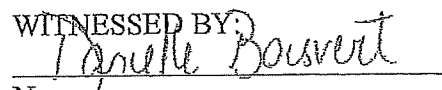
NATIONAL RAILROAD
PASSENGER CORPORATION

By: 
Matthew F. Hardison
Its: April 22, 2014

WITNESSED BY:

Name: diana wesley

VIA RAIL CANADA INC.

By: 
Robert St Jean CFOA
Its: March 31st 2014

WITNESSED BY:

Name: Danielle Bousvert