AGREEMENT FOR THE PROVISION OF RAIL PASSENGER SERVICE
between the
NATIONAL RAILROAD PASSENGER CORPORATION
and
THE STATE of OKLAHOMA
for service between
OKLAHOMA CITY, OKLAHOMA and FORT WORTH, TEXAS

THIS AGREEMENT is made as of the 1st day of June, 1999, between the National Railroad Passenger Corporation, a corporation organized under federal law and the laws of the District of Columbia and having its principal place of business in Washington, D.C. ("Amtrak") and the State of Oklahoma, acting by and through its Department of Transportation ("the State").

WHEREAS, the State has requested that Amtrak institute and provide rail passenger service as described herein, and has represented to Amtrak that sufficient funds have been made available to pay for such service and that it is authorized by applicable state law to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the State and Amtrak agree as follows:

Section 1. Service to be Provided
(a) Amtrak shall provide rail passenger service (the "Contract Service") from June 15, 1999, through May 31, 2002, over the route(s), serving the stations, and substantially in accordance with the schedules and other criteria set forth in Appendix I hereto. Amtrak shall not be required to provide service on any other route, or to increase any train frequency, except pursuant to a mutually agreed upon amended Appendix I; provided, however, that this shall not preclude Amtrak from providing such service or increased frequency at its own or another's cost.

(b) The parties' objective shall be to provide high-quality rail passenger service.

(c) The parties shall cooperate for the purpose of promoting the Contract Service, and shall take such other actions as they may agree are conducive to the provision of the Contract Service on a regular, efficient and economic basis. Amtrak may incorporate the Contract Service in its general advertising and promotional programs as it deems appropriate.
(d) Amtrak shall insert in all published timetables and advertising related to the Contract Service the following statement: "This service is financed through funds made available by the State of Oklahoma."

(e) The State shall be responsible for assuring that adequate station facilities (e.g., platforms, stairs, shelters, parking, etc., all of which shall be ADA compliant) are provided at each of the station stops in Oklahoma. Any payments made to provide, construct, repair and/or maintain such station facilities shall be the responsibility of the State and shall be in addition to any other payment required hereunder.

Section 2. Changes Affecting Contract Service

(a) The State may at any time request changes in any aspect of the Contract Service by giving written notice of such request to Amtrak. Such notice shall contain a proposed date of implementation and information in sufficient detail to support and justify the proposed change. Amtrak's response shall state that it concurs or, in the alternative, give reasons in sufficient detail why it does not concur with the proposed change, such concurrence not to be unreasonably withheld. If Amtrak fails to respond in writing within forty-five (45) days of receipt of such notice, it shall be deemed to have concurred in the proposed change. If after consultation the parties cannot agree, either may initiate the dispute resolution provisions of Section 8 hereof.

(b) If access to or over required rail lines shall ever be unavailable for any reason, Amtrak may suspend or reroute any part of the Contract Service for so long as such access is unavailable. Amtrak shall promptly notify the State of any such suspension or rerouting.

(c) Amtrak may at any time, with or without the State's concurrence, make changes in the Contract Service that are, in its opinion, necessary for safety, environmental, operational, or legal reasons, and shall promptly notify the State of any such changes.

(d) Any change to the Contract Service made pursuant to Subsections (a), (b), or (c) above shall, if appropriate, result in an adjustment of the amounts reimbursed by the State.

Section 3. Amount of Payment by the State

(a) The requirement for State funding is five million and six hundred and thirty-nine thousand dollars ($5,639,000.00) for the operation of the Contract Service for the period from June 15, 1999, through and including May 31, 2000; and the amount of six million and twenty-three thousand dollars ($6,023,000.00) for the operation of the Contract Service for the period from June 1, 2000, through and including May 31, 2001; and the amount of six million and four hundred and seventy-four thousand dollars ($6,474,000.00) for the operation of the Contract Service for the period from June 1, 2001, through and including May 31, 2002. These amounts include overhead
charges of twenty percent (20%) during the first year of service, twenty-five percent (25%) during the second year of service and thirty percent (30%) during the third year of service; thirty percent (30%) being Amtrak’s standard overhead charge. The State and Amtrak agree that these amounts represent a fixed fee for the Contract Service, and except as otherwise provided herein and agreed to in writing by the State, the State’s payment to Amtrak shall not exceed the total of eighteen million and one hundred and thirty-six thousand dollars ($18,136,000.00). The State shall remit thirty-six monthly payments to Amtrak on or before the end of each month of the Contract Service.

(b) Of the payment identified above, one hundred and seventy-six thousand and four hundred dollars ($176,400.00) shall be used for the purpose of providing advertising and marketing efforts directed specifically to the Contract Service for the period from June 1, 1999, through and including May 31, 2000; and one hundred and thirty-four thousand and four hundred dollars ($134,400.00) shall be used for the purpose of providing advertising and marketing efforts directed specifically to the Contract Service for the period from June 1, 2000, through and including May 31, 2001; and one hundred and forty-one thousand and four hundred dollars ($141,400.00) shall be used for the purpose of providing advertising and marketing efforts directed specifically to the Contract Service for the period from June 1, 2001, through and including May 31, 2002.

(c) If the State fails to remit full payment when due, as provided in this Section, Amtrak may discontinue any portion or portions of the Contract Service provided for herein on thirty (30) days prior notice in writing to the State of such intended discontinuance. If the State fails to remit payment in full within the period of the said notice, Amtrak may, upon thirty (30) days public notice, discontinue the portion or portions of the Contract Service, provided however, that such discontinuance shall not constitute or be construed as a waiver by Amtrak of any such payment; provided further, that any such discontinuance shall be without prejudice to the continued operation of any remaining portion or portions of the Contract Service.

(d) Neither party shall, by reason of any dispute or controversy with the other or for any reason whatsoever, be entitled to withhold any payment or performance due under this Agreement; provided, however, that no payment which has been made by the State shall constitute or be construed as a waiver of any claim it may have against Amtrak. The parties hereto shall make every reasonable effort to resolve any dispute or controversy by negotiation and agree that, in the event of failure to achieve such resolutions, unless otherwise provided in this Section 3, the sole remedy of the parties shall be by arbitration as provided in Section 8 hereof.

(e) In order for Amtrak to provide the Contract Service for the payments identified in Section 3 hereof, the State shall, in addition to such payments, provide to Amtrak a total capital contribution of two million and five hundred and ninety-four thousand and eight hundred and thirty-four dollars ($2,594,834.00) in accordance with the criteria, set

\[
\begin{array}{c}
\$ 18,136,000.00 \\
- \$ 176,400.00 \\
- \$ 134,400.00 \\
- \$ 141,400.00 \\
\hline 
\$ 17,683,800.00 \\
\end{array}
\]
forth in Appendix II hereto. The State shall remit such payment to Amtrak on or before August 1, 1999. Amtrak shall provide invoices in connection to said capital contribution to the State, as they become available.

(f) In order for Amtrak to provide the Contract Service for the payments identified in Section 3 hereof, the State shall, in addition to such payments, provide to Amtrak a one-time start-up capital contribution of two hundred thousand dollars ($200,000.00). The State shall remit such payment to Amtrak on or before August 1, 1999.

(g) In order for Amtrak to provide the Contract Service for the payments identified in Section 3 hereof, the State shall, in addition to such payments, reimburse Amtrak for any costs associated with the rehabilitation of the Oklahoma City station. The State shall remit such payment to Amtrak on or before August 1, 1999.

(h) The fares charged to passengers using the Contract Service shall be set by the State after consulting with Amtrak; provided, however, that unless the State otherwise directs, all Amtrak promotional and other discount fares shall apply. Amtrak's pass policy and privileges shall apply to the Contract Service. All revenues from operation of the Contract Service (except mail and/or express revenues, which are addressed elsewhere in this Agreement) shall be credited to the State.

(i) In the event that the State elects to discontinue the onboard vending machine operation, Amtrak will require a reasonable payment from the State to offset any resulting costs borne by the local contractor.

Section 4. Indemnity, Defense and Insurance

Notwithstanding the provisions of Section 3 hereof, Amtrak shall defend, indemnify and hold harmless the State from any and all claims, actions, or proceedings for injury to or death of any person or for damage to or loss of any property arising from the operation of the Contract Service. If any claim, action or proceeding shall at any time be brought against the State asserting a liability for such injury, death, damage or loss, the State shall promptly give notice thereof to Amtrak and shall thereafter provide all such information and reasonable assistance as Amtrak may from time to time request.

Section 5. Inspection

(a) The State may, at any reasonable time and upon reasonable notice, inspect Amtrak's facilities and equipment used in providing the Contract Service; provided, however, that such inspection shall comply with all applicable safety rules and regulations and shall not hinder or delay the operation of such service.

(b) Amtrak shall make available to the State such performance data relating to the Contract Service as may be reasonably available in Amtrak's information retrieval system, e.g., passengers carried, on time performance, ridership
and passenger miles. Such data shall be computed on a monthly basis and furnished periodically, as may be agreed between the parties. Amtrak will endeavor to provide such other data relating to the Contract Service as may be reasonably available. Amtrak shall provide the State with an annual summary of the Contract Service thirty (30) days from the anniversary date of the execution of this Agreement.

Section 6. Force Majeure

The obligations of Amtrak hereunder shall be subject to force majeure. Amtrak shall not be liable for any failure to perform, or for any delay or cancellation in connection with the performance of any obligation hereunder, if such failure, delay or cancellation is due or in any manner caused by the laws, regulations, acts, demands, orders or interpositions of any federal, state or local government agency having jurisdiction thereof, or by Acts of God, strikes, fire, flood, weather, war, acts of picketing, rebellion, insurrection or terrorism, or any other cause beyond Amtrak's control. In the event of the cancellation under this Section of more than five (5) Contract Service trains per contract-year (June 1, 1999 - May 31, 2000; June 1, 2000 - May 31, 2001; and June 1, 2001 - May 31, 2002), and if no substitute service is provided by Amtrak, the State's payments to Amtrak will be reduced on a pro rata basis for each train so canceled beyond the initial five (5).

Section 7. Termination

Notwithstanding any other provision hereof, this Agreement and any renewal thereof may be terminated by either party upon one hundred and eighty (180) days notice to the other. Termination of this Agreement shall be without prejudice to the State's obligation to reimburse Amtrak hereunder for the Service and for any associated capital or other costs, provided until and including the date of termination.

Section 8. Dispute Resolution Provisions

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any United States District Court having jurisdiction over the parties. The parties agree that the arbitrator should be a lawyer, if possible, and to make such a request to the American Arbitration Association in the event that a arbitration proceeding is commenced hereunder.

Section 9. Notices

Any notices required by this Agreement or related to the Contract Service shall be in writing and shall be directed to the representatives identified below by personal delivery or by deposit in the United States mail, first class, postage prepaid.
To Amtrak:  
Senior Director of Government & Public Affairs  
National Railroad Passenger Corporation  
210 South Canal Street  
Chicago, IL 60606

To the State:  
Manager Office of Rail Programs  
Oklahoma Department of Transportation  
200 N. E. 21st Street  
Oklahoma City, OK 73105-3204

The above representatives and/or addresses may be changed at any time by either party by notice in writing to the other.

Section 10. Agreement Content

This Agreement constitutes the entire agreement between the parties with respect to the subject rail passenger service. There are no agreements, whether express or implied, except as may be expressly set forth herein. All prior agreements and understandings between them with respect to such service on and after the effective date of this Agreement or any renewal thereof are subsumed within this Agreement and any renewal thereof. No change or modification in or to this Agreement shall be effective unless in writing, dated and executed by duly authorized representatives of the parties.

Section 11. Construction

The Section headings used in this Agreement are for convenience only and shall not affect the construction of any of the terms hereof. This Agreement shall be governed by the laws of the District of Columbia.

Section 12. Severability

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

Section 13. Non-Discrimination

Both the State and Amtrak shall comply with applicable laws and regulations pertaining to hiring and employment.
Section 14. Compliance With Collective Bargaining Agreements

The State acknowledges the existence of collective bargaining agreements between Amtrak and certain labor organizations representing certain of Amtrak's employees, and agrees that Amtrak will provide the Contract Service in a manner consistent with its obligations and rights under such agreements, as they may exist from time to time.

Section 15. Service Guarantee

Amtrak and the State agree that providing a high level of customer satisfaction is an important goal of the Contract Service. Therefore, Amtrak agrees to extend its national customer service guarantee to the Contract Service when said guarantee is implemented system-wide by Amtrak in the summer of 1999. This guarantee is designed to provide customer satisfaction through a variety of measures. Should Amtrak not implement this guarantee to the Contract Service within three months of June 15, 1999, Amtrak and the State will use their best efforts to develop a mutually acceptable service guarantee which will set forth a variety of customer satisfaction measures based on the Contract Service.

Section 16. Mail & Express

Amtrak shall not undertake to transport any mail and/or express on the Contract Service trains without first giving the State notice thereof and an opportunity to participate on a fifty/fifty (50/50) basis in the expenses (capital and operating) and revenues thereof. Amtrak's notice to the State shall summarize the anticipated service, expenses and revenues, and shall request a response from the State of not less than thirty (30) days, after which time, if it has not responded, the State shall be deemed to have responded that it does not wish to participate. The expenses and revenues referred to in this Section shall be limited to those that are expended or generated within the Contract Service area (e.g., no part of the expense of constructing or operating a loading platform in Los Angeles to accommodate Oklahoma City - Los Angeles express would be charged to the State but, likewise, no revenue attributed to the transport of that express west of Fort Worth would be paid to the State). Any participation by the State shall be set forth in a written agreement with Amtrak. The State's failure to participate shall not preclude Amtrak from providing mail and/or express service on the Contract Service trains (or any other trains) and retaining all of the revenues derived therefrom.

Section 17. Maintenance of Equipment

Included in the payments due from the State under Section 3(a) above is Amtrak's estimate of maintenance of equipment costs totaling three million and six hundred and fourteen thousand dollars ($3,614,000.00) for the period from June 1, 1999, to May 31, 2002. In the event that Amtrak determines that the actual cost of maintenance of equipment during this period is less than such amount, it shall make an appropriate adjustment to the payments due from the State under Section 3(a).
Section 18. Amtrak Operations Contact

The primary contact for the State with Amtrak in connection with the day-to-day operations of the Service shall be the following:

Oklahoma/Texas Eagle Product Line Director
400 South Houston Street, Suite 100
Dallas, TX 75202
(214) 752-1167

Section 19. State Inspection of Amtrak Service

In the event that the an official representative of the State (including both state and federal elected officials and state agency staff) elects to inspect the Contract Service and/or other Amtrak routes connecting with or to the Contract Service, the State, through the Oklahoma Department of Transportation Manager Office of Rail Programs, shall make said request to Amtrak. Amtrak shall comply with all reasonable request(s) referenced herein, or in the alternative, provide specific reasons to the State why said request(s) cannot be fulfilled.

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

NATIONAL RAILROAD PASSENGER CORPORATION

By: __________________________________________
Lee W. Bullock
President, Amtrak Intercity

STATE OF OKLAHOMA

By: __________________________________________
Neal A. McCaleb
Oklahoma Secretary of Transportation
APPENDIX I
OKLAHOMA SERVICE
ROUTES AND STATIONS

Pursuant to Section 1 of the attached Agreement and subject to compliance by the State with the provision of Section 3 thereof, Amtrak shall provide rail passenger service over the routes set forth below. Equipment for the Contract Service shall include a consist of two (2) high-level coaches, one (1) Superliner snack/coach, two (2) F40 locomotives and one (1) non-powered control unit (NPCU). This said service shall commence on the fifteenth day of June, 1999.

Oklahoma City, Oklahoma - Fort Worth, Texas

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<th>SCHEDULE</th>
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<td>Oklahoma City, OK.</td>
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<td>Norman, OK.</td>
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<td>Purcell, OK.</td>
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AMENDMENT to the JUNE 1, 1999
AGREEMENT FOR THE PROVISION OF RAIL PASSENGER SERVICE
between the
NATIONAL RAILROAD PASSENGER CORPORATION
and
THE STATE of OKLAHOMA
for service between
OKLAHOMA CITY, OKLAHOMA and FORT WORTH, TEXAS

THIS AMENDMENT is made as of the 1st day of August, 1999, between the National Railroad Passenger Corporation, a corporation organized under federal law and the laws of the District of Columbia and having its principal place of business in Washington, D.C. ("Amtrak") and the State of Oklahoma, acting by and through its Department of Transportation ("the State").

WHEREAS, under the Agreement dated June 1, 1999, the State has made payments to Amtrak for the purpose of operating rail passenger service between Oklahoma City, Oklahoma and Fort Worth, Texas.

WHEREAS, Amtrak and the State anticipate that private rail car owners will want Amtrak to move private rail passenger cars between Oklahoma City, Oklahoma and Fort Worth, Texas.

WHEREAS, Amtrak and the State desire an equitable revenue split in connection with the movement of said private cars.

NOW, THEREFORE, in consideration of the covenants herein contained, the State and Amtrak agree that the June 1, 1999 Agreement entitled "AGREEMENT FOR THE PROVISION OF RAIL PASSENGER SERVICE between the NATIONAL RAILROAD PASSENGER CORPORATION and THE STATE of OKLAHOMA for service between OKLAHOMA CITY, OKLAHOMA and FORT WORTH, TEXAS", shall be amended as follows:

Paragraph J shall be added to "Section 3. Amount of Payment by the State", as follows:
"(j) In the event that Amtrak contracts to move private rail passenger cars between Oklahoma City, Oklahoma and Fort Worth, Texas, the net revenue derived from said contract(s) shall be divided between the State and Amtrak on a seventy-five percent (75%) / twenty-five percent (25%) basis with seventy-five percent (75%) of the net revenue being credited to the State and the remainder to Amtrak."

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

NATIONAL RAILROAD PASSENGER CORPORATION

By:

Lee W. Bullock
President, Amtrak Intercity

STATE OF OKLAHOMA

By:

Neal A. McCaleb
Oklahoma Secretary of Transportation
June 8, 2000

Mr. Joe Kyle, Jr.
Division Manager, Rail Programs
Oklahoma Department of Transportation
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

Dear Mr. Kyle:

Enclosed please find one fully executed amendment to the agreement between the State of Oklahoma and Amtrak that adjusts the amount for maintenance of equipment from $3,614,000 to $2,725,000 through May 31, 2002. The original estimate has been reduced because the number of rail cars being maintained for the Oklahoma service has been reduced.

We have kept one original for our files. Thank you for your attention to this matter and please call me at 312-655-2390 if you have any questions.

Sincerely,

Deborah M. Hare
Senior Director, Government and Public Affairs
Amtrak Intercity

cc: Jim Wolfe
SECOND AMENDMENT to the JUNE 1, 1999
AGREEMENT FOR THE PROVISION OF RAIL PASSENGER SERVICE
between the
NATIONAL RAILROAD PASSENGER CORPORATION
and
THE STATE OF OKLAHOMA
for service between
OKLAHOMA CITY, OKLAHOMA and FORT WORTH, TEXAS

THIS SECOND AMENDMENT is made as of the 29th day of February, 2000, between the National Railroad passenger Corporation, a corporation organized under federal law and the laws of the District of Columbia and having its principal place of business in Washington, D.C. ("Amtrak") and the State of Oklahoma, acting by and through its Department of Transportation ("the State").

WHEREAS, under an Agreement entitled "AGREEMENT FOR THE PROVISION OF RAIL PASSENGER SERVICE between the NATIONAL RAILROAD PASSENGER CORPORATION and THE STATE OF OKLAHOMA for service between OKLAHOMA CITY, OKLAHOMA and FORT WORTH, TEXAS" dated June 1, 1999 (the "Agreement"), the State is making payments to Amtrak for the operation of rail passenger service between Oklahoma city, Oklahoma and Fort Worth, Texas; and

WHEREAS, included in such payments are amounts for maintenance of equipment, which amounts Amtrak estimated would total $3,614,000 between June 1, 1999 and May 31, 2002, as set forth in Section 17 of the Agreement; and

WHEREAS, because the number of rail cars being maintained has been reduced. Amtrak now estimates that the equipment maintenance costs between from June 1, 1999 and May 31, 2002 will total $2,725,000; and

WHEREAS, the State and Amtrak wish to amend the Agreement to take account of the reduced number of rail cars being maintained and the resultant change in Amtrak's estimate of equipment maintenance costs.

NOW THEREFORE, in consideration of the covenants herein contained, the State and Amtrak agree as follows:

1. Section 3(a) of the Agreement shall be amended and restated in its entirety as follows:

(a) The requirement for State funding is five million two hundred ninety-three thousand dollars ($5,293,000.00) for the operation of the Contract Service for the period from June 15, 1999, through and including May 31, 2000; and the amount of five million six hundred fifty-three thousand dollars ($5,653,000.00) for the operation of the Contract Service for the period from June 1, 2000, through and including May 31, 2001; and the amount of six million seventy-seven thousand dollars ($6,077,000) for the operation of
the Contract Service for the period from June 1, 2001, through and including May 31, 2002. These amounts include overhead charges of twenty percent (20%) during the first year of service, twenty-five percent (25%) during the second year of service and thirty percent (30%) during the third year of service; thirty percent (30%) being Amtrak's standard overhead charge. The State and Amtrak agree that these amounts represent a fixed fee for the Contract Service, and except as otherwise provided herein or agreed to in writing by the State, the State's payment to Amtrak shall not exceed the total of seventeen million twenty-three thousand dollars ($17,023,000.00). The State shall remit thirty-six (36) monthly payments to Amtrak on or before the end of each month of the Contract Service.

2. Section 17 of the Agreement shall be amended and restated in its entirety as follows:

Included in the payments due from the State under Section 3(a) above is Amtrak's estimate of maintenance of equipment costs totaling two million and seven hundred and twenty-five thousand dollars ($2,725,000.00) for the period from June 1, 1999, through and including May 31, 2002. In the event that Amtrak determines that the actual cost of maintenance of equipment during this period is less than such amount, it shall make an appropriate adjustment to the payments due from the State under Section 3(a).

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

STATE OF OKLAHOMA

By: [Signature]
Title: Deputy Director

Reviewed and Approved as to Form and Legality
By: [Signature]
Date: 01/19/00

NATIONAL RAILROAD PASSENGER CORPORATION

By: [Signature]
Title: President, Amtrak Intercity

$ 17,023,000.00
- 457,200.00
- 2,725,000.00
$ 13,845,800.00

$ 3,614,000.00
- 2,725,000.00
$ 889,000.00
June 9, 1999

RECEIVED

JUN 0 9 1999

DEPUTY DIRECTOR

Mr. Joe R. Kyle, Jr.
Manager
Office of Rail & Safety Programs
Oklahoma Department of Transportation
200 N. E. 21st Street
Oklahoma City, OK 73105-3204

Re: Proposed Service for Oklahoma Amtrak Train

Dear Mr. Kyle:

It is my understanding that the State would now like Amtrak to include food service as part of the Oklahoma City to Fort Worth service, beginning June 15, 1999. As referenced in our letter to Paul Adams, dated January 21, 1999, the draft agreement does not include a price for staffed food service. Under the original proposal, the consist included three high-level coaches, two F40 locomotives and one non-powered control unit. Under the food service proposal, the consist would remain the same with one exception: one of the high-level coaches would be replaced with a Superliner snack/coach.

The Superliner snack/coach will be staffed by one service attendant. Food service will encompass a variety of items including sandwiches, microwavable items, chips, candy, assorted snacks, alcoholic and non-alcoholic beverages. Car No. 35008, a Superliner snack/coach, is part of the inaugural consist. Due to the short time frame involved, we will leave Car No. 35008 in the Oklahoma service while another Superliner snack/coach is refurbished. Once this refurbishment is completed, Car. No. 35008 will be replaced with the refurbished car. Based on the substitution of a Superliner snack/coach for a high-level coach and the addition of staffed food service, the price for the Oklahoma service will increase accordingly: $392,000 in year one; $452,000 in year two; and $511,000 in the final year of the agreement.

Under the original proposal, Amtrak worked with a local contractor to supply and service food vending machines. The Oklahoma service will continue to use these machines, but in the event that the State chooses to discontinue the vending machines, Amtrak will require a reasonable payment to offset any up-front costs borne by the local contractor.

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&452,000.00 \\
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We will make the necessary changes to the draft operating agreement and forward it to you for review and signature. In the interim, please call me at (312) 655-2390 if you have any questions.

Sincerely,

Debbie Hare
Senior Director Government and Public Affairs
Amtrak Intercity
September 10, 1999

(also by fax to 405-522-0890)

Mr. Joe Kyle
Manager, Office of Rail Programs
Oklahoma Department of Transportation
200 N.E. 21st Street, Room 3D-6
Oklahoma City, OK 73105

Re: Letter Agreement Regarding Extra Coach for the Heartland Flyer

Dear Joe:

In response to the request by the Oklahoma Department of Transportation for extra equipment for the Heartland Flyer for the weekend of the Oklahoma University/Texas Football game, October 8 through October 10, I am happy to inform you that Amtrak can provide an extra coach. This coach will be moved from Chicago to Fort Worth on the Texas Eagle and will then be switched to the Heartland Flyer for its initial north-bound move to Oklahoma City on October 7. The extra coach will then operate on all Heartland Flyers through October 10, with its final move being southbound to Fort Worth on October 11, after which it will return to Chicago on the Texas Eagle.

The cost to the State for this extra coach is $7,314.38. This price includes car rental charges for the time the coach is in service on the Heartland Flyer. As with regular Heartland Flyer service, the State will receive all the revenue from this extra equipment for the duration of the time it is in service on the Heartland Flyer. The price also includes charges to move the car from Chicago to Fort Worth and from Fort Worth to Chicago.

Plans have been made to have connecting buses from Fort Worth to Dallas on Friday October 8 and the return trip Dallas to Fort Worth on October 10. Reservations for the bus must be made through Amtrak’s reservation system, thereby recouping the cost of the buses when train reservations are made. Thus, there is no additional charge to the State for this bus service.
If the above accurately describes the agreement between the State and Amtrak, please have a representative of the State execute and return the enclosed duplicate copy of this letter agreement. Please also fax a copy so that we can more promptly get this information into the Arrow system and begin marketing the service. My fax number is (312) 655-2565.

Sincerely,

Jim Wolfe
Director, Government Affairs
Amtrak Intercity

Enclosure (duplicate original letter)

 AGREED AND ACCEPTED:
State of Oklahoma, Department of Transportation

By: ____________________________

Title: Deputy Director

Date: 9/14/99

cc:  Tim Cooper
     Rick Degman
     Mike Dickter
     Al Edelston
     Debbie Hare
     Travis Hinton
     Mary Jennings
     Jared Roberts
     Joy Smith
APPENDIX II
OKLAHOMA SERVICE
CAPITAL CONTRIBUTION

Pursuant to Section 3(e) of the attached Agreement, the State of Oklahoma shall provide a capital contribution in accordance with the criteria set forth below.

Subgrade Work
Roadbed stabilization from Oklahoma City to Gainesville

$241,128.00

Surfacing
Surface main track, curves, crossings and sidings from
Oklahoma City to Gainesville

$327,000.00

Welded Rail Joints
Weld joints from Oklahoma City to Gainesville

$348,880.00

Upgrade 10 MPH Sidings to 30 MPH Sidings

$855,619.00

- Purcell - install 2 no. 20 switches, 3 no. 11 switches, 1,327 ties and
  10,460 feet of 132 lb. continuous welded rail
- Pauls Valley - install 2 no. 20 switches, 3 no. 11 switches, 781 ties and
  7,926 feet of 132 lb. continuous welded rail
- Gene Autry - install 2 no. 20 switches, 4 no. 11 switches, 1,052 ties and
  9,225 feet of 132 lb. continuous welded rail
- Marietta - install 2 no. 20 switches, 1 no. 15 switches, 1,972 ties and
  10,025 feet of 132 lb. continuous welded rail
Track Work at Platform Locations

Norman - 17 panels, 1,326 feet 136 lb. continuous welded rail and
6 cars of ballast
Purcell - 10 panels, 780 feet 136 lb. continuous welded rail and
3 cars of ballast
Pauls Valley - 10 panels, 780 feet 136 lb. continuous welded rail and
3 cars of ballast
Ardmore - 10 panels, 780 feet 136 lb. continuous welded rail and
3 cars of ballast
Gainesville - 10 panels, 780 feet 136 lb. continuous welded rail and
3 cars of ballast

Construction of 1,300 foot stub track and
Electric Lock Switch at Oklahoma City

TOTAL

$423,553.00

$398,654.00

$2,594,834.00