COLLABORATION AGREEMENT FOR THE NEW YORK PENN STATION TRANSFORMATION PROJECT

This **COLLABORATION AGREEMENT FOR THE NEW YORK PENN STATION TRANSFORMATION PROJECT** (this "**Agreement**") dated as of [_____] [_], 2025 (the "**Effective Date**"), is made by and among (i) National Railroad Passenger Corporation d/b/a Amtrak, a corporation organized under 49 U.S.C. § 24101 and laws of the District of Columbia, *et seq*. ("**Amtrak**"), (ii) Metropolitan Transportation Authority, a New York State public authority and public benefit corporation, acting for itself and on behalf of its subsidiary and affiliated agencies, including Metro-North Railroad Company ("**MNR**"), Long Island Rail Road Company ("**LIRR**"), New York City Transit Authority ("**NYCT**"), and MTA Construction and Development Company ("**MTA C&D**") (referred to herein, collectively, as "**MTA**"), and (iii) New Jersey Transit Corporation, an instrumentality of the State of New Jersey ("**NJ TRANSIT**"). Amtrak, MTA, and NJ TRANSIT may be referred to herein individually as a "**Party**", and, collectively, as the "**Parties**".

RECITALS

WHEREAS, Amtrak is the owner of the New York Pennsylvania Station ("**Penn Station**"), a transportation hub that serves passengers traveling on Amtrak, LIRR, and NJ TRANSIT trains, that also is adjacent to several NYCT subway lines; and

WHEREAS, LIRR has a long-term lease with Amtrak (such lease, as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**LIRR Lease**") for certain areas of Penn Station, as further described in the LIRR Lease (hereinafter, the "**LIRR Leased Premises**"), and operates several commuter lines into and out of Penn Station; and

WHEREAS, NJ TRANSIT, which is authorized to operate rail passenger service in New Jersey and between points in New Jersey and points in other states, has a long-term lease with Amtrak (such lease, as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**NJT Lease**") to use certain areas of Penn Station, as further described in the NJT Lease (hereinafter, the "**NJT Leased Premises**"), pursuant to which NJ TRANSIT operates several commuter lines into and out of Penn Station, serving passengers throughout New Jersey and points north in Rockland and Orange Counties, New York; and

WHEREAS, in addition to the LIRR Lease and NJT Lease, Amtrak and each of LIRR and NJ TRANSIT are parties to a number of separate agreements relating to the use and operation of Penn Station (such agreements, together with the LIRR Lease and NJT Lease, the "**Existing Station Agreements**"); and

WHEREAS, Amtrak intends to pursue a redevelopment project at Penn Station to transform Penn Station into a world-class transportation hub to enhance station safety, functionality, and the overall customer experience, by, among other things, as applicable, making improvements to street-level entrances, underground passenger concourses, back-of-house operational spaces, and trainshed infrastructure, including platforms and tracks, and renovating the Penn Station Service Building (such redevelopment project, the "**New York Penn Station Transformation Project**" or the "**Project**"); and

WHEREAS, Amtrak intends to develop the Project using a progressive public-private partnership ("**P3**") under a pre-development agreement ("**PDA**"), pursuant to which a private partner (the "**Master Developer**"), selected pursuant to a competitive procurement process, will perform certain pre-development work in connection with the Project; and

WHEREAS, the PDA is intended to result in one or more P3 project agreements, pursuant to which the Master Developer will deliver the Project in accordance with the terms thereof; and

WHEREAS, the Parties have a shared interest in the overall success of the Project, including minimizing Project costs, minimizing the time required to procure the Master Developer, and minimizing the time required to scope, design, and construct the Project; and

WHEREAS, Amtrak has received, or anticipates receiving, a grant from the Federal Railroad Administration ("**FRA**") in the amount of $42,951,138 (the "**FRA Grant**"), which such amount includes matching funds to be provided by other parties in the amount of $10,737,784 (the "**Matching Funds Amount**"), to support an initial phase of pre-development work required for the Project, as further described in the grant agreement with FRA (the "**FRA Grant Agreement**"); and

WHEREAS, in recognition of their shared interest in the overall success of the Project, the Parties wish to: (i) set out a framework pursuant to which the Parties will collaborate to support Amtrak's procurement of the Master Developer and the Master Developer's performance of pre-development work under the PDA and (ii) memorialize the Parties' agreement to contribute funds toward the Matching Funds Amount.

AGREEMENT

NOW, THEREFORE, in consideration of the respective covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged to be adequate, the Parties hereby agree as follows:

1. PROJECT OVERVIEW AND GOALS

1.1 Anticipated Project Scope; Need for Collaboration

1.1.1 While Amtrak intends to develop the specific scope of the Project through the P3 process and PDA described more fully herein, the Parties acknowledge and agree that the anticipated scope of the Project is expected to focus on (i) the existing Penn Station "superblock" between 31st Street, 7th Avenue and 33rd Street, 8th Avenue, including improvements to street-level Station entrances, underground passenger concourses, back-of-house operational spaces, and trainshed infrastructure, and (ii) the Penn Station Service Building. Such anticipated scope is expected to encompass areas throughout Penn Station, including areas within the LIRR Leased Premises and the NJT Leased Premises and surrounding areas owned by NJ TRANSIT, including the station entrance area located at West 31st Street and 7th Avenue (such areas owned by NJ TRANSIT, the "**NJT Property**").

1.1.2 The Parties further acknowledge and agree that, because the anticipated scope of the Project is expected to impact areas of Penn Station occupied and used by each of Amtrak, MTA, and NJ TRANSIT, the implementation of the collaboration framework set forth herein is critical to advancing the Parties' shared interest in the overall success of the Project.

1.2 Project Goals

In planning and executing the P3 process described herein to develop the Project, the Parties acknowledge and agree that their shared goals for the Project include: (i) renovating and modernizing Penn Station; (ii) increasing concourse capacity and access; (iii) enabling safer and more efficient operations; (iv) accommodating passenger service growth; and (v) delivering a world-class experience for station users.

2. PARTY ROLES; COLLABORATION COMMITTEE

2.1 Party Roles

2.1.1 Amtrak shall serve as the project sponsor ("**Project Sponsor**") and in such role shall be responsible for, as further described in this Agreement: (i) paying all costs of the pre-development of the Project, less any financial contributions made toward the Matching Funds Amount (hereinafter defined) by NJ TRANSIT, as further described in Article 3 (*FRA Grant*); (ii) planning and executing the procurement of the Project and driving the Project forward efficiently and expeditiously; and (iii) administration of the PDA and any resulting P3 project agreement(s) and for oversight of the Master Developer.

2.1.2 NJ TRANSIT shall serve as a Project funding partner ("**Funding Partner**") and in such role shall be responsible for making a financial contribution toward the Matching Funds Amount to support pre-development of the Project as further described in Article 3 (*FRA Grant*) and, in consideration for such financial contribution, be entitled to, as further described in this Agreement: (i) collaborate closely with Amtrak, in Amtrak's role as Project Sponsor, on development of the overarching strategy for, and design of, the Project; (ii) participate on the Collaboration Committee (hereinafter defined), including meeting with Amtrak from time to time when the full Collaboration Committee is not convened; (iii) participate as a voting member of the TEC (hereinafter defined); and (iv) exercise certain approval rights with respect to certain aspects of the Master Developer's design for the Project.

2.1.3 MTA shall serve as a coordinating partner ("**Coordinating Partner**") and in such role shall support Amtrak and NJ TRANSIT in the development of the design for the Project. As of the Effective Date, MTA, in its limited role as a Coordinating Partner, will not make a financial contribution toward the Matching Funds Amount.

2.2 Establishment; Composition

2.2.1 Promptly following the Effective Date, the Parties shall establish a committee (the "**Collaboration Committee**") to provide oversight, guidance, and assist with the resolution of Disputes (hereinafter defined). The Parties acknowledge and agree that the Collaboration Committee serves in an advisory role with respect to the Project and shall have no decision-making authority with respect to the Project, except as expressly provided for in this Agreement.

2.2.2 The Collaboration Committee shall be composed of one (1) senior executive-level employee from each of Amtrak, NJ TRANSIT, and MTA. Each such senior executive-level employee must be vested with decision-making authority on behalf of their respective organization.

2.2.3 The Parties acknowledge and agree that, in recognition of their roles as Project Sponsor and Funding Partner, the Collaboration Committee members from Amtrak and NJ TRANSIT may meet without convening the full Collaboration Committee from time to time, as deemed necessary or desirable by Amtrak and NJ TRANSIT, to discuss matters relating to the Project.

2.3 **Meetings**

2.3.1 The Collaboration Committee shall meet once per calendar quarter. Such meetings may be held in person or by any means, including telephone or video conference, as determined by the Collaboration Committee, at times that are convenient for the Collaboration Committee members. In addition to such quarterly meetings, any Party may request a meeting, by delivering written notice to the other Parties, and the Collaboration Committee shall schedule the meeting to occur as soon as reasonably practicable in response to such request. Such written request (email being sufficient) shall describe in reasonable detail the topics the Party requesting the meeting wishes for the Collaboration Committee to consider and discuss.

2.3.2 Amtrak shall be responsible for preparing the draft agenda for the Collaboration Committee's quarterly meetings and facilitating discussions on agendas as appropriate with MTA and NJ TRANSIT. Amtrak shall share a draft agenda with MTA and NJ TRANSIT for review and comment at least five (5) business days in advance of the Collaboration Committee meeting, and such agenda may be subject to change thereafter based on material developments to the Project.

2.3.3 The Collaboration Committee members may each invite up to three (3) staff, other executives from their respective organizations, or consultants or advisors involved with the Project to attend meetings of the Collaboration Committee, as Collaboration Committee members deem necessary or desirable. Collaboration Committee members may request to invite additional individuals beyond the three (3) allotted, but such additional attendance will be subject to the approval of the other Collaboration Committee members, in order to keep Collaboration Committee sessions to a reasonable size. The Collaboration Committee may meet in executive session (with or without legal counsel), as deemed necessary or desirable by the Collaboration Committee. However, if one (1) member has legal counsel present, all members shall also have legal counsel present consistent with the applicable Rules of Professional Conduct.

3. **FRA GRANT**

3.1 **Cost-Share Relating to Matching Funds**

In order to satisfy the matching funds requirement of the FRA Grant, each of Amtrak and NJ TRANSIT shall contribute a portion of the Matching Funds Amount, as further described in this Article 3 (*FRA Grant*). Funds provided by Amtrak and NJ TRANSIT toward the Matching Funds Amount must be non-Federal in nature.

3.2 **Payment of Shares of Matching Funds Amount**

3.2.1 Amtrak and NJ TRANSIT shall contribute funds toward the Matching Funds Amount as follows:

(a) NJ TRANSIT shall pay to Amtrak an amount equal to $3,221,335, which such amount is equivalent to thirty percent (30%) of the Matching Funds Amount; and

(b) Amtrak shall be responsible for contributing an amount equal to $7,516,449 toward the Matching Funds Amount, which such amount is equivalent to forty percent (70%) of the Matching Funds Amount.

3.2.2 Following the Effective Date, Amtrak shall issue a written invoice to NJ TRANSIT for the amount specified in Section 3.2.1(a) (*Payment of Shares of Matching Funds Amount*). Such invoice shall include a fully-executed copy of this Agreement to substantiate the amount due and owing but shall not be required to include any other documentation. NJ TRANSIT shall pay to Amtrak the relevant amount due within 45 calendar days of the date of such invoice.

3.2.3 Amtrak shall spend the moneys received from NJ TRANSIT pursuant to Section 3.2.1(a) (*Payment of Shares of Matching Funds Amount*), along with the moneys made available by Amtrak pursuant to Section 3.2.1(b) (*Payment of Shares of Matching Funds Amount*), on costs relating to the pre-development of the Project and the procurement of the Master Developer, subject to and otherwise in accordance with the terms of the FRA Grant Agreement.

3.2.4 Amtrak shall track its expenditures of the Matching Funds Amount and maintain records of such expenditures in accordance with Amtrak's usual and customary business practices relating to the use of Federal-aid funds and otherwise in accordance with the terms of the FRA Grant Agreement. Amtrak's records of expenditures on third-party contract services relating to the pre-development of the Project and the procurement of the Master Developer shall be subject to audit by NJ TRANSIT in accordance with Section 8.12 (*Audits*).

3.2.5 If NJ TRANSIT fails to pay all or any portion of its share of the Matching Funds Amount in accordance with Section 3.2.1 (*Payment of Shares of Matching Funds Amount*) (such failure, a "**Matching Funds Shortfall**", the following terms shall apply.

(a) Amtrak shall have the right, but not the obligation, to expend additional funds toward the Project in an amount equal to any Matching Funds Shortfall in order to ensure ongoing compliance with the terms of the FRA Grant Agreement. NJ TRANSIT shall reimburse Amtrak for any such additional funds expended by Amtrak within seven (7) business days of demand therefor. Amtrak shall have the right to charge NJ TRANSIT interest, at a rate of 1.5% per month, for any Matching Funds Shortfall.

(b) NJ TRANSIT shall not be permitted to participate on the Collaboration Committee or the TEC (hereinafter defined) until any reimbursement due to Amtrak pursuant to Section 3.2.5(a) (*Payment of Shares of*

Matching Funds Amount) is paid in full (including any and all interest due on such amount).

3.3 **Flow-Down of Federal Contracting Terms**

If applicable, each of MTA and NJ TRANSIT shall include, or cause to be included, in all contracts, subcontracts, and purchase orders relating to the FRA Grant or Matching Funds Amount all applicable Federal contracting terms and otherwise require their contractors, subcontractors, and vendors, at all tiers, to (i) comply with all applicable Federal contracting terms and to maintain records demonstrating compliance with this Section 3.3 (*Flow-Down of Federal Contracting Terms*) and (ii) provide Amtrak with access to such records upon request by Amtrak in order for Amtrak to comply with the requirements of the FRA Grant Agreement.

3.4 **Overruns**

Amtrak shall be responsible for bearing all costs and expenses relating to the pre-development of the Project and the procurement of the Master Developer in excess of the amount of the FRA Grant; *provided* that Amtrak shall be entitled to reimbursement from NJ TRANSIT or MTA, as applicable, for such excess costs and expenses incurred by Amtrak arising from negligent or intentional acts or omissions of, or caused by, NJ TRANSIT or MTA or their officers, employees, contractors, or agents, as applicable. NJ TRANSIT or MTA, as applicable, shall reimburse Amtrak for any such additional costs and expenses incurred by Amtrak within seven (7) business days of demand therefor. Amtrak shall have the right to charge interest, at a rate of 1.5% per month, until all such amounts are paid to Amtrak in full.

4. **PROCUREMENT OF MASTER DEVELOPER**

4.1 **General**

4.1.1 The Parties acknowledge and agree that:

(a) Amtrak, in its role as Project Sponsor, shall be responsible for planning and executing the procurement of the Project, and that the Project will be implemented using a progressive P3;

(b) as part of such progressive P3, a Master Developer will be selected from a shortlist of qualified Respondents (hereinafter defined) to perform certain pre-development work pursuant to the terms of the PDA, including engineering and architectural services necessary to develop a thirty percent (30%) design for the Project, to further define the scope of the Project, support National Environmental Policy Act (“**NEPA**”) activities, and develop a cost estimate, schedule, and plan of financing for delivering such scope (collectively, the “**PDA Work**”); and

(c) the PDA Work is intended to result in one or more P3 project agreements, pursuant to which the Master Developer will deliver the Project, following the commercial and financial closing of such P3 project agreement(s).

4.1.2 Amtrak will be the counterparty to the PDA, and any resulting P3 project agreement(s), and will be responsible for the administration of the PDA and any resulting P3 project agreement(s), and for oversight of the Master Developer, pursuant to the terms thereof.

4.2 **Selection of Master Developer**

4.2.1 Amtrak intends to use a two-phase procurement to select the Master Developer to enter into the PDA, as further described in this Section 4.2 (*Selection of Master Developer*).

4.2.2 Amtrak will establish a technical evaluation committee (the "**TEC**") to conduct the evaluation and scoring of technical submissions provided during the course of the two-phase procurement. The TEC shall be composed of five (5) members, as further described herein. Amtrak shall be entitled to appoint three (3) voting members of the TEC, NJ TRANSIT shall be entitled to appoint one (1) voting member of the TEC, and MTA shall be entitled to appoint (1) non-voting member of the TEC, each of whom must be a senior-level employee of MTA or NJ TRANSIT, as applicable. Each of MTA and NJ TRANSIT also may appoint one (1) staff member to serve as a non-voting technical advisor and one (1) staff member to serve as a non-voting commercial advisor to provide advice to their senior-level employee TEC representatives with respect to TEC deliberations. Decisions of the TEC relating to the scoring and evaluation of technical submissions shall follow Amtrak's procurement practices and policies.

4.2.3 In the first phase of the two-phase procurement, Amtrak intends to solicit letters of interest ("**LOIs**") from companies, teams, joint bidders, partnerships, and consortia ("**Respondents**") in accordance with the terms set forth in a Request for Letters of Interest ("**RLOI**"). Following the evaluation of LOIs submitted in response to the RLOI, the TEC will select a shortlist of Respondents (such shortlist of Respondents, the "**Proposers**") that the TEC determines to be the most highly qualified to deliver the Project. Such Proposers will qualify for further consideration under the second phase of the procurement. In the second phase of the procurement, Amtrak intends to issue a request for proposals ("**RFP**") to the Proposers for the solicitation of technical and financial proposals for the Project. The TEC will evaluate such technical and financial proposals based on the evaluation criteria set forth in the RFP and Amtrak will negotiate the PDA and award the PDA to a preferred Proposer.

4.2.4 Amtrak shall provide MTA and NJ TRANSIT the opportunity to review and provide feedback on the ROLI, RFP, and the form of PDA (prior to the award and execution thereof).

4.2.5 Each advisor to and member of the TEC shall be required to:

(a) enter into a written confidentiality agreement, consistent with the same terms and restrictions as provided in Article 7 (*Confidentiality*) hereof, in order to participate on the TEC; and

(b) at all times comply with Amtrak's conflict of interest policies.

4.2.6 The Parties acknowledge and agree that the procurement described in this Section 4.2 (*Selection of Master Developer*) describes in general the concept for the procurement Amtrak intends to undertake for the Project, as of the Effective Date. From time to time following the Effective Date, Amtrak may determine that it is necessary or desirable to carry out the procurement for the Project in a manner that differs from the general concept described in this Section 4.2 (*Selection of Master Developer*). Accordingly, the Parties further acknowledge and agree that Amtrak shall have the sole discretion to determine the final terms of the procurement for the Project and the manner in which such terms are carried out; *provided* MTA and NJ TRANSIT shall have the right to participate in the evaluation and scoring of technical submissions, consistent with the terms of Section 4.2.2 (*Selection of Master Developer*), as part of any such procurement.

4.2.7 For clarity, each of MTA and NJ TRANSIT shall bear their own internal and third-party costs and expenses incurred in participating in the TEC and Amtrak shall have no liability or obligation to reimburse either MTA or NJ TRANSIT for such costs or expenses.

5. PDA SITE INVESTIGATIONS

5.1 Facility Access and Railroad Operations

5.1.1 When entry to, over, or adjacent to the LIRR Leased Premises is required by the Master Developer (or any of its contractors or consultants) to carry out PDA Work, MTA (for clarity, inclusive of LIRR, MNR, and NYCT) shall allow the Master Developer (or any of its contractors or consultants) such entry, provided that the Master Developer provides at least five (5) calendar days' prior written notice to MTA. Such entry by the Master Developer (or any of its contractors or consultants) shall not be unreasonably denied, conditioned, or delayed.

5.1.2 When entry to, over, or adjacent to the NJT Leased Premises or the NJT Property is required by the Master Developer (or any of its contractors or consultants) to carry out PDA Work, NJ TRANSIT shall allow the Master Developer (or any of its contractors or consultants) such entry, provided that the Master Developer provides at least five (5) calendar days' prior written notice to NJ TRANSIT. Such entry by the Master Developer (or any of its contractors or consultants) shall not be unreasonably denied, conditioned, or delayed.

5.1.3 The Parties acknowledge that railroad operations, including outages, between Amtrak, MTA (for clarity, inclusive of LIRR and MNR), and NJ TRANSIT require careful coordination. Accordingly, Amtrak, MTA (for clarity, inclusive of LIRR and MTA), and NJ TRANSIT agree to work together to prioritize scheduling of any outages that may be necessary to facilitate performance of the PDA Work, including the PDA Site Investigations (hereinafter defined).

5.2 Site Investigations

5.2.1 Subject to the Master Developer's compliance with the terms of Section 5.1 (*Facility Access and Railroad Operations*), each of MTA and NJ TRANSIT acknowledge and agree that the Master Developer shall have the right to inspect the LIRR Leased Premises, the NJT Leased Premises, and the NJT Property and to perform, at the Master Developer's sole cost and expense, environmental studies, engineering studies, surveys, and other physical inspections and investigations of the LIRR Leased Premises, the NJT Leased Premises, and the NJT Property as part of the PDA Work (the "**PDA Site**

Investigations”). Amtrak, MTA (including LIRR), and NJ TRANSIT agree to cooperate with the Master Developer and Amtrak in providing any required documentation, information, plans, or other relevant information necessary for the Master Developer to complete the PDA Site Investigations. Amtrak shall cause the Master Developer to sign an applicable confidentiality and nondisclosure agreement prior to receiving such information from any Party. Notwithstanding the foregoing, the Master Developer shall not be entitled to conduct any PDA Site Investigation that involves taking physical samples of, the boring or penetration into, or the destructive testing of the LIRR Leased Premises, the NJT Leased Premises, or the NJT Property, including, but not limited to, geotechnical testing that involves ground disturbance, unless otherwise specifically consented to in advance in writing by MTA or NJ TRANSIT, as applicable, which consent shall not be unreasonably withheld, conditioned, or delayed.

5.2.2 Each of MTA (including LIRR) and NJ TRANSIT shall have the right, but not the obligation, to be present at any and all PDA Site Investigations performed on the LIRR Leased Premises, the NJT Leased Premises, or the NJT Property, as applicable. Amtrak shall have the right, but not the obligation, to be present at any and all PDA Site Investigations performed on the LIRR Leased Premises, the NJT Leased Premises, or the NJT Property.

5.2.3 If any PDA Site Investigation indicates the presence of contamination at any of the LIRR Leased Premises, the NJT Leased Premises, or the NJT Property at levels that, pursuant to applicable law, require reporting, further investigation, testing, monitoring, or remediation, Amtrak shall cause the Master Developer to inform promptly MTA or NJ TRANSIT, as applicable.

5.2.4 Amtrak shall cause the Master Developer to repair promptly any physical damage caused by the PDA Site Investigations and to restore the LIRR Leased Premises, the NJT Leased Premises, or the NJT Property, as applicable, to substantially the same condition as existed immediately prior to performance of the relevant PDA Site Investigation. If the Master Developer fails to perform any such restoration, MTA and NJ TRANSIT, as applicable, may perform the restoration, and Amtrak shall cause the Master Developer to reimburse MTA or NJ TRANSIT, as applicable, for the actual, documented out-of-pocket costs and expenses of such restoration within thirty (30) calendar days after the Master Developer’s receipt of an invoice for the same. Notwithstanding the foregoing, the Master Developer shall have no obligation to repair any damage that is merely discovered by the Master Developer (or any of its contractors or consultants) during the performance of PDA Site Investigations.

5.3 **Compliance with Law; Health and Safety Requirements**

5.3.1 In carrying out PDA Site Investigations on, over, or adjacent to the LIRR Leased Premises, the NJT Leased Premises, or the NJT Property, Amtrak shall cause the Master Developer to comply with:

(a) all applicable Federal, state, and local laws; and

(b) the site access and work, health, and safety policies and procedures of MTA or NJ TRANSIT, as applicable.

5.3.2 Amtrak shall provide any required safety briefings and/or escorts to the Master Developer (and its contractors and consultants) prior to the Master Developer undertaking PDA Site Investigations on the LIRR Leased Premises, the NJT Leased Premises, or the NJT Property, as applicable.

5.4 **Indemnification; Insurance**

5.4.1 Amtrak shall require, under the terms of the PDA, that the Master Developer indemnify MTA and NJ TRANSIT from and against any and all losses from third-party claims arising from the Master Developer's performance of PDA Site Investigations to the same extent (and subject to the same limitations and exclusions) the Master Developer is required to indemnify Amtrak under the terms of the PDA.

5.4.2 Amtrak shall cause the Master Developer to include as additional insureds each of MTA and NJ TRANSIT, on a primary, non-contributory basis, under the Master Developer's commercial general liability insurance policy and umbrella/excess liability insurance policy.

5.5 **Entry During Procurement**

Amtrak may determine that it is necessary or desirable for Proposers to visit the LIRR Leased Premises, the NJT Leased Premises, and the NJT Property during the RFP process to facilitate the Proposers' preparation of proposals for the Project. MTA and NJ TRANSIT shall reasonably accommodate any requests by Amtrak for such visits and such requests shall otherwise not be unreasonably denied by MTA (including LIRR) or NJ TRANSIT, as applicable.

6. **COLLABORATION AND COOPERATION PRINCIPLES**

6.1 **Collaboration Relating to PDA**

6.1.1 In addition to (i) providing MTA and NJ TRANSIT with the opportunity to review and provide feedback on the RLOI, RFP, and form of PDA as further described in Section 4.2 (*Selection of Master Developer*) in a timely manner and (ii) the participation of each of MTA and NJ TRANSIT in the TEC process as further described in Section 4.2.2 (*Selection of Master Developer*), during the procurement of the Master Developer and the PDA, Amtrak shall provide to the Collaboration Committee periodic updates regarding the status of such procurement and the PDA Work at reasonable intervals.

6.1.2 In order to inform the Master Developer's completion of the PDA Work, Amtrak shall solicit from MTA and NJ TRANSIT design standards and specifications applicable to the LIRR Leased Premises and the NJT Leased Premises and the NJT Property and provide such design standards and specifications to the Master Developer, which shall be provided within fourteen (14) calendar days of such request to Amtrak or the Parties agree that Amtrak may proceed without such information.

6.1.3 Following commencement of the PDA Work, Amtrak shall schedule meetings on a regular basis with MTA and NJ TRANSIT to review the status of the PDA Work and provide briefings to the Collaboration Committee on a regular basis with respect to same. Amtrak also will facilitate the participation of MTA and NJ TRANSIT in the development of the Project design, as further described below.

(a) As a Funding Partner, NJ TRANSIT shall be invited by Amtrak to participate in all design sessions with the Master Developer, including "over-the-shoulder" reviews of design documents prepared by the Master Developer as part of the PDA Work. Amtrak shall consider, and shall cause the Master Developer to consider, in good faith, comments provided by NJ TRANSIT; *provided* that NJ TRANSIT comments are provided within fourteen (14) calendar days to enable consideration and potential incorporation thereof. Notwithstanding anything to the contrary set forth herein, the Master Developer's design shall be subject to final approval by Amtrak; *provided further* that Amtrak's final approval of the Master Developer's design shall be subject to NJ TRANSIT's approval of those portions of the Master Developer's design comprising areas that will be for the exclusive use of NJ TRANSIT in the future, such as NJ TRANSIT back-of-house operational areas.

(b) As a Coordinating Partner, MTA shall be invited by Amtrak to review and comment on the Master Developer's design documents as design milestones are achieved; *provided* that MTA comments are provided within fourteen (14) calendar days to enable consideration and potential incorporation thereof. Notwithstanding anything to the contrary set forth herein, the Master Developer's design shall be subject to final approval by Amtrak.

6.1.4 In addition to the design review meetings and Collaboration Committee briefings described in <u>Section 6.1.2 (*Collaboration*)</u>, Amtrak will organize workshops, as necessary or desirable, on particular topics relating to the Project that may benefit from longer or more in-depth discussion or would otherwise benefit from input from subject matter experts, including review and discussion of Project schedules developed as part of the PDA Work and strategies to minimize and/or mitigate disruptions to Amtrak, MTA, and NJ TRANSIT services.

6.2 Governmental Approvals

MTA and NJ TRANSIT shall cooperate and support Amtrak with respect to any of Amtrak's work relating to the Project, including, without limitation, Amtrak's work in obtaining Federal and state environmental review and clearance for the Project, including, but not limited to, review of the Project under NEPA.

6.3 Funding

MTA and NJ TRANSIT shall cooperate and support Amtrak with respect to Amtrak's efforts to obtain state and Federal funding (including, but not limited to, grants, loans, and other credit support) to support the development and implementation of the Project.

6.4 Conflicts of Interest

In order to ensure the ongoing integrity of the P3 procurement described herein, MTA and NJ TRANSIT shall cause all of their employees, contractors, consultants, and vendors that provide services to MTA and NJ TRANSIT with respect to the Project, or otherwise assist MTA and NJ TRANSIT in carrying out their rights and obligations under this Agreement, to comply with Amtrak's conflicts of interest policies.

7. CONFIDENTIALITY

7.1 Confidentiality and Non-Disclosure

7.1.1 MTA and NJ TRANSIT (for purposes of this Article 7 (*Confidentiality*), each a "**Receiving Party**") acknowledge and agree that, in the course of the procurement and the Master Developer's performance of the PDA Work (including the PDA Site Investigations) and the Parties' collaboration with respect to the pre-development and scoping of the Project as contemplated in this Agreement, MTA and NJ TRANSIT will, from time to time, gain access to and receive confidential information from Amtrak and the Master Developer (for purposes of this Article 7 (*Confidentiality*), each a "**Disclosing Party**"). The Parties hereto agree that such information relating to the Project is confidential and proprietary in nature, including, but not limited to, economic, commercial, financial, design, architectural, and technical information and any other information about the business or finances of Amtrak, Proposers, or the Master Developer (all such information, including information derived from such information, "**Confidential Information**"). Notwithstanding the foregoing, the term Confidential Information shall not include information that: (i) was in the Receiving Party's (or its Representative's (as hereinafter defined)) lawful possession prior to disclosure by the Disclosing Party; (ii) is independently developed by the Receiving Party or its Representative (hereinafter defined) without reference to Confidential Information; (iii) becomes publicly available other than as a result of disclosure by the Receiving Party or its Representatives in breach of this Agreement; (iv) becomes available to the Receiving Party or its Representatives from a source other than the Disclosing Party, provided that such source was not known by the Receiving Party or its Representative to be bound by a confidentiality agreement with the Disclosing Party with respect to such information; or (v) is approved for disclosure by written authorization of Amtrak.

7.1.2 Each Receiving Party agrees that it is receiving Confidential Information solely for the purpose of collaborating with Amtrak with respect to the pre-development and scoping of the Project as contemplated in this Agreement and that it will not at any time during such collaboration or thereafter: (i) use any Confidential Information for any other purpose or (ii) discuss, disclose, or otherwise transfer any Confidential Information to any person, proposer, bidder, authority, government entity, or other entity; *provided* that the Receiving Party shall be permitted to discuss, distribute, or otherwise transfer such Confidential Information to its affiliates and its and their respective members, shareholders, directors, officers, investors, employees, attorneys, consultants, and accountants (such persons hereinafter collectively being referred to as "**Representatives**"), who (x) reasonably need to know the Confidential Information in connection with the pre-development and scoping of the Project, (y) have been informed of the confidential nature of the Confidential Information, and (z) have been made aware of the Receiving Party's confidentiality obligations hereunder. Each Receiving Party agrees that it will direct its Representatives to observe all terms of this Article 7 (*Confidentiality*), and that each Receiving Party shall be responsible for any breach of the terms of this Article 7 (*Confidentiality*) by any of its Representatives. Each Receiving Party shall take commercially reasonable steps to prevent unauthorized disclosure or use of the Confidential Information and to ensure that any third-party receiving such Confidential Information is subject to a written agreement consistent with the same terms and restrictions as provided herein.

7.1.3 In the event the Receiving Party or any of its Representatives are required under any applicable law or regulation, or pursuant to any order or request of any government authority, regulatory authority or self-regulatory organization (including, without limitation, by deposition, interrogatory, request for information or documents, subpoena, civil investigation, demand, order, or other legal, regulatory, self-regulatory, or governmental process) to disclose any Confidential Information, or if such disclosure is needed in connection with the defense of any action, suit, or investigation brought against a Party or the Receiving Party, the Receiving Party and its Representatives may disclose such Confidential Information without liability, provided the Receiving Party: (i) promptly notifies the Disclosing Party of any such request or requirement to the extent practicable and permissible; (ii) uses commercially reasonable efforts to cooperate with the Disclosing Party in any attempts the Disclosing Party may make to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the Confidential Information; and (iii) discloses only that portion of the Confidential Information that Receiving Party or its Representatives are legally compelled to disclose.

7.1.4 Each Disclosing Party's Confidential Information shall at all times remain its solely-owned property and no license or other rights to a Disclosing Party's Confidential Information are granted or implied hereby. The Receiving Party shall not, and shall not permit any Representative or other third-party to, alter, modify, disassemble, reverse engineer, or decompile any materials containing or constituting Confidential Information without the express prior written consent of the Disclosing Party.

7.1.5 Each Receiving Party agrees to, upon the written request of a Disclosing Party, destroy all documents and materials (including any permitted copies) to the extent held by such Receiving Party or its Representatives containing Confidential Information of the Disclosing Party, and to destroy or delete all documents and materials containing Confidential Information to the extent held by such Receiving Party or its Representatives in any electronic or other intangible form, including, without limitation, temporary files, whether in electronic or written form. Notwithstanding the foregoing, the Receiving Party and its Representatives may retain copies of any Confidential Information as may be required by law or by reasonable auto-archive or document retention policies or procedures, upon written consent of Amtrak. Notwithstanding anything to the contrary contained herein, the Receiving Party and its Representatives will continue to be bound by the confidentiality and other obligations hereunder in respect of such retained Confidential Information for a period of three (3) years.

7.1.6 With respect to the handling of Confidential Information, each Receiving Party shall comply with, as applicable, 49 CFR Part 1520 and Amtrak's protocols with respect to Sensitive Security Information (as defined in 49 CFR § 1520.5).

7.1.7 Each Receiving Party recognizes and acknowledges the potential competitive value and confidential nature of the Confidential Information and that the Disclosing Party may be irreparably damaged by any unauthorized disclosure or use of any Confidential Information or by any breach of this Agreement by the Receiving Party or its Representatives. Each Receiving Party agrees that monetary damages will not be a sufficient remedy for any threatened or actual breach of this Article 7 (*Confidentiality*). Therefore, in addition to monetary damages, each Disclosing Party shall be entitled to seek other remedies at law, including, without limitation, injunctive or other equitable relief and/or specific performance to remedy or prevent any threatened or actual breach of this Agreement, without the requirements of posting any bond in connection therewith.

7.2 Survival of Confidentiality and Non-Disclosure Obligations

The obligations set forth in this Article 7 (*Confidentiality*) shall be effective as of the Effective Date and shall terminate on the third (3rd) anniversary of the expiration or earlier termination of this Agreement.

7.3 Compliance with Applicable Law

7.3.1 Notwithstanding anything to the contrary set forth herein, the Parties' rights and obligations with respect to confidentiality and non-disclosure set forth in this Article 7 (*Confidentiality*) shall be subject to applicable law, including, as applicable, the Freedom of Information Act (5 U.S.C. § 552) ("**FOIA**"), the New York Freedom of Information Law (N.Y. Pub. Off. Law § 84 *et seq.*) ("**FOIL**"), and the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1 *et seq.*) ("**OPRA**"). In the event of any conflict between applicable terms of FOIA, FOIL, and OPRA, as to Amtrak the applicable terms of FOIA shall prevail.

7.3.2 In the event that a Party receives a request for information relating to the Project under FOIA, FOIL, or OPRA, as applicable, such Party shall use commercially reasonable efforts to provide notice of such request to the other Parties. Following the issuance by a Party of such notice, the Parties shall, to the extent practicable, coordinate with each other with respect to the response to such request to ensure such response is in compliance with the respective rights and obligations of the Parties under applicable law.

8. MISCELLANEOUS

8.1 Term; Termination for Material Breach

8.1.1 This Agreement will come into effect on the Effective Date and continue until the earlier of:

(a) the effective date of any P3 project agreement for the Project by and between Amtrak and the Master Developer; and

(b) the cancellation by Amtrak of the P3 procurement for the Project.

8.1.2 Notwithstanding Section 8.1.1 (*Term; Termination for Material Breach*), in the event of a material breach of this Agreement by any Party, any other Party shall have the right, in addition to all other rights set forth in this Agreement, to terminate this Agreement subject to the requirements set forth in this Section 8.1.2 (*Term; Termination for Material Breach*). Prior to exercising such right to terminate, the Party claiming such breach will notify the other Parties of the nature of such breach. The other Party or Parties will have thirty (30) calendar days within which to cure or to commence the cure of such alleged breach. The Parties agree that a breach for failure to make timely payment of any undisputed amount may be cured only by the breaching Party submitting payment for such undisputed amount within thirty (30) calendar days. If the other Party or Parties undertakes the cures of the alleged breach the Party claiming such breach will not have the right to terminate this Agreement. If the breaching Party or Parties fails to cure or initiate a cure consistent with this Section 8.1.2 (*Term; Termination for Material Breach*), the Party claiming the breach may terminate the agreement upon fifteen (15) calendar days' advance written notice. However, if the initiation of a cure continues beyond forty-five (45) calendar days from initial notification, the non-breaching Party may terminate this Agreement immediately. Any "late" cure (i.e., any cure that is effectuated after the thirty (30) day cure period) can be accepted by the non-breaching Party or Parties at their sole discretion. Any acceptance of a late cure does not imply any waiver of rights with respect to any future breaches.

8.2 **Investigations and Audits by Oversight Bodies**

8.2.1 The Parties acknowledge and agree that:

(a) nothing in this Agreement, including, but not limited to, the terms of Article 7 (*Confidentiality*) or Section 8.12 (*Audits*), shall limit the independent audit and investigative authority over the Project of the Amtrak Office of Inspector General and the U.S. Department of Transportation Office of Inspector General, under the Inspector General Act of 1978, as amended, or of any other governmental oversight body with applicable jurisdiction (each, an "**Oversight Body**");

(b) the Parties shall cooperate with any Oversight Body in the event of any investigation by such Oversight Body regarding fraud, waste, or abuse relating to the Project; and

(c) the Parties shall promptly notify each other of any such audit or investigation relating to the Project of which they become aware.

8.2.2 Amtrak shall have the right to provide to any Oversight Body any and all records relating to the Project that Amtrak determines in its sole discretion are responsive to any request for Project records made by such Oversight Body. Amtrak shall use commercially reasonable efforts to notify MTA and NJ TRANSIT of any such requests.

8.3 **Dispute Resolution; Governing Law & Venue**

8.3.1 In the event of a dispute, claim, or controversy ("**Dispute**") arising out of, regarding, or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, the Parties shall engage in good faith negotiations in an attempt to resolve the Dispute. Such good faith negotiations shall entail (i) first, a meeting among Project-level representatives as designated by each Party and, (ii) if unsuccessful, a confidential settlement discussion among the Collaboration Committee, and, (iii) if unsuccessful, a confidential settlement discussion among the President of Amtrak, the Chair and Chief Executive Officer of MTA, and the President and Chief Executive Officer of NJ TRANSIT. Each such discussion shall be conducted within seven (7) calendar days after a written request for discussion by any Party, unless such time period is extended by agreement of the Parties. Any discussions undertaken pursuant to this Section 8.3.1 (*Dispute Resolution*) shall be considered confidential settlement discussions and shall be inadmissible in any future judicial or arbitral proceedings under CPLR § 4547 and/or Federal Rule of Evidence 408.

8.3.2 If the Parties fail to resolve the Dispute in accordance with Section 8.3.1 (*Dispute Resolution*), then the Parties may pursue any and all remedies available at law or in equity.

8.3.3 This Agreement shall be governed by and construed under the laws of the State of New York. Each Party agrees that all legal proceedings in connection with any dispute arising under or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York. All Parties hereby accept the jurisdiction of the United States District Court for the Southern District of New York.

8.4 **Time is of the Essence**

The Parties hereby acknowledge and agree that time is of the essence in this Agreement and in completing the Project and, therefore, agree to reasonably cooperate in effectuating completion of work relating to the Project in a timely and efficient manner.

8.5 **No Partnership or Joint Venture**

8.5.1 The Parties are each independent entities and nothing in this Agreement shall be interpreted or construed as creating a partnership, joint venture, or any other legal relationship that might be deemed to authorize any Party to contract for, or legally bind, the other Parties in connection with this Agreement or in any other respect.

8.5.2 It is expressly understood that each Party is solely and exclusively responsible for the management and operation of its own transportation system and real estate assets and nothing in this Agreement is intended to, or does, provide otherwise.

8.6 **Existing Station Agreements; Future Agreements**

8.6.1 For the avoidance of doubt, this Agreement does not (i) abrogate or otherwise waive the rights of any Party under any Existing Station Agreement or (ii) obligate any Party to amend or modify any Existing Station Agreement that may be necessitated by the Project. Any such amendment or modification that may be necessitated by the Project in the future shall require a separate agreement signed by the relevant Parties.

8.6.2 MTA and NJ TRANSIT may have rights under the terms of the LIRR Lease and NJT Lease relevant to the implementation of the Project, insofar as the express terms of the LIRR Lease and/or NJT Lease, as applicable, provide for such rights. Accordingly, in conjunction with the prosecution of the PDA Work, the Parties agree to engage in good faith discussions regarding potential modifications to the LIRR Lease and the NJT Lease reasonably necessary to facilitate the implementation of the Project.

8.6.3 The Parties acknowledge that (i) this Agreement is intended to set forth a framework pursuant to which the Parties will collaborate to support Amtrak's procurement of the Master Developer and the Master Developer's performance of the PDA Work and (ii) one or more separate agreements among the Parties will be required to facilitate implementation of the Project pursuant to any P3 project agreement(s) resulting from the PDA. The Parties agree to negotiate in good faith the terms of such separate agreements as the PDA Work progresses.

8.7 **No Contravention of Labor Agreements**

This Agreement shall not require any of the Parties to contravene the provisions of its labor agreements. In the event of a conflict or inconsistency between this Agreement and any such labor agreement, the relevant labor agreement shall control as to such provision.

8.8 **Public Engagement**

8.8.1 Amtrak shall use commercially reasonable efforts to coordinate with MTA and NJ TRANSIT prior to issuing any public announcements, public statements, or press releases relating to the Project. Such coordination shall include sharing with MTA and NJ TRANSIT drafts of any such public announcements, public statements, or press releases and considering in good faith any comments from MTA and/or NJ TRANSIT, as applicable, prior to the finalization and publication thereof.

8.8.2 MTA and NJ TRANSIT shall use commercially reasonable efforts to coordinate with Amtrak prior to issuing any public announcements, public statements, or press releases relating to the Project. Such coordination shall include sharing with Amtrak drafts of any such public announcements, public statements, or press releases and considering in good faith any comments from Amtrak prior to the finalization and publication thereof.

8.8.3 Notwithstanding the foregoing, MTA and NJ TRANSIT acknowledge and agree that the United States Department of Transportation and FRA may issue public announcements, public statements, or press releases or organize public events relating to the Project without the prior consent of Amtrak, MTA, or NJ TRANSIT.

8.9 **Payment Obligations; Overdue Amounts**

8.9.1 The Parties acknowledge and agree that funding and payment obligations of the Parties are subject to Federal and state appropriations laws and requirements.

8.9.2 Any amount not paid by one Party to the other Party when due pursuant to this Agreement will bear interest from the date such payment is due until payment is made (after as well as before judgment) at a rate equal to 1.5% per month.

8.10 **Notice**

Notices under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy sent or delivered by one of the methods set out in (i), (ii), or (iii) above, to the following addresses (or to such other address as may from time to time be specified in writing by such Party):

(a) if to Amtrak:

National Railroad Passenger Corporation
360 West 31st Street
New York, New York 10001
Attn: Andy Byford
Email: andy.byford@amtrak.com

with a copy to:

General Counsel & Corporate Secretary
National Railroad Passenger Corporation
1 Massachusetts Avenue, NW
Washington, DC 20001
Email: byl.hermann@amtrak.com

(b) if to MTA:

MTA Construction and Development Company
2 Broadway, 8th Floor
New York, New York 10004
Attn: [____________]
Email: [____________]

with a copy to:

General Counsel
MTA Construction and Development Company
2 Broadway, 8th Floor
New York, New York 10004
Email: [____________]

and to:

General Counsel
Metropolitan Transportation Authority
2 Broadway, 20th Floor
New York, NY 10004

(c) if to NJ TRANSIT:

NJ TRANSIT
Two Gateway Center, Suite 1100
Newark, New Jersey 07102
Attn: [Senior Vice President, Capital Delivery]
Email: [__________]

with a copy to:

General Counsel
NJ TRANSIT
Two Gateway Center, Suite 1800
Newark, New Jersey 07102
Email: [__________]

8.11 **Amendments**

This Agreement can only be amended or replaced by a written instrument duly executed by authorized representatives of each of the Parties.

8.12 **Audits**

At all times during the Term and continuing for the longer of (i) a period of three (3) years following closeout of the FRA Grant (which such period shall be tolled during the pendency of any audits or claims relating to the FRA Grant) and (ii) a period of three (3) years following the expiration or earlier termination of this Agreement, Amtrak shall permit the authorized representatives of NJ TRANSIT, upon written request and at reasonable times acceptable to Amtrak, to inspect and audit Amtrak's data, books, records, and documents relating to Amtrak's use of the Matching Funds Amount in order for NJ TRANSIT to verify that its respective portion of the Matching Funds Amount was expended by Amtrak on costs relating to the pre-development of the Project in compliance with the terms of the FRA Grant Agreement.

8.13 **Waiver**

8.13.1 No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.

8.13.2 A Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the terms of such waivers).

8.13.3 If the Parties make and implement any interpretation of this Agreement without documenting such interpretation by an instrument in writing signed by all Parties, such interpretation and implementation will not be binding in the event of any future Disputes.

8.14 **Successors and Assigns**

This Agreement is binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

8.15 **Limitation on Third-Party Beneficiaries**

Nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits, or remedies upon, or creating any obligations of the Parties toward, any person not a party to this Agreement, except rights expressly contained in this Agreement for the benefit of the Master Developer.

8.16 **Severability**

8.16.1 If any clause, provision, article, section, or subsection of this Agreement is ruled invalid (including due to a change in law) by a court having proper jurisdiction, the Parties shall:

(a) promptly (and in any event within ten (10) calendar days) after such ruling or order meet and negotiate a substitute for such clause, provision, article, section, or subsection, which will, to the greatest extent legally permissible, effect the original intent of the Parties; and

(b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity or preemption for an interpretation of the invalidated or preempted portion to guide the negotiations.

8.16.2 The invalidity or unenforceability of any clause, provision, article, section, or subsection will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, article, section, or subsection.

8.17 **Recitals; Entire Agreement**

8.17.1 The recitals set forth herein are incorporated into this Agreement as if fully set forth in this Agreement.

8.17.2 This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to their subject matter.

8.18 **Termination of Design Governance Agreement**

As of the Effective Date, that certain Design Governance and Cost Sharing Agreement for the Preliminary Design Phase of the Penn Station Reconstruction Project by and among the Parties dated as of February 3, 2023 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "**DGA**") shall terminate and be of no further force or effect, except with respect to those terms of the DGA that expressly survive termination thereof.

8.19 **Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties consent and agree that this Agreement may be signed and/or transmitted by facsimile, email of a .pdf document, or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) and that such signed electronic record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature.

[*Signature page follows*]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have hereby executed this Collaboration Agreement for the New York Penn Station Transformation Project by and through their duly authorized representatives as of the date first written above.

NATIONAL RAILROAD PASSENGER CORPORATION

By: ____________________
Name: __________________
Title: ___________________

METROPOLITAN TRANSPORTATION AUTHORITY

By: ____________________
Name: __________________
Title: ___________________

NEW JERSEY TRANSIT CORPORATION

By: ____________________
Name: __________________
Title: ___________________