

# 6212

C20090411

**AMENDMENT N° 3**

**BETWEEN:**

**FINN PARTNERS, INC. (M. Silver Division)**  
301 East 57<sup>th</sup> Street  
New York, NY 10022  
U.S.A.

(hereinafter called the "Service Provider")

**AND:**

**VIA RAIL CANADA INC.**  
#300 - 1150 Station Street  
Vancouver, BC V6A 4C7  
Canada

(hereinafter called "VIA")

**WHEREAS** on July 1, 2009, the parties entered into the contract bearing number C20090411 with respect to the provision of services related to Travel Media Relations in the United States (the "Contract");

**WHEREAS** on June 28, 2012, the parties amended the Contract (the "Amendment N° 1");

**WHEREAS** on July 8, 2013, the parties amended the Contract (the "Amendment N° 2"); and

**WHEREAS** the parties wish to modify the scope of the services to be provided by the Service Provider for the period of January 1, 2014 to June 30, 2014;

**THE PARTIES AGREE AS FOLLOWS:**

**1. PREAMBLE**

The preamble hereof shall form an integral part of this Amendment N° 3.

**2. TERM OF AMENDMENT N° 3**

This Amendment N° 3 shall start on January 1, 2014 and end on June 30, 2014.

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### 3. SCOPE OF SERVICES

The services to be provided by the Service Provider are amended to include media relations services in the Canadian market. As a result, Appendix "A" of the draft contract contained in Part "B" of the Request for Proposals (as such term is defined in the Contract) is amended by the addition of the following sections 3.0 and 4.0 at the end of such Appendix:

#### "3.0 Additional services and activities – Canadian market

In addition to the above-mentioned services and activities which are provided and carried out with respect to the U.S. market, the Service Provider shall, as and when requested by VIA, for the period extending from January 1 to June 30, 2014, provide the following services and organize the following activities for the Canadian market:

1. Augment the Service Provider's Canadian travel media lists to include additional media specific to VIA, including adding media that VIA provides as its key media, so that the Service Provider can be sure to keep in touch with these valuable contacts. The Service Provider will regularly update such lists.
2. Adapt and distribute tourism related press releases to Canadian journalists (1 or 2 releases or pitches per month). VIA's Corporate Communications group will continue to create and distribute public affairs, crisis communications, changes in service, etc. to their lists. The Service Provider will provide VIA with Canadian travel trade media lists for that purpose.
3. Invite Canadian journalists on individual media trips, ensure coordination with them, arrange reservations on trains through the Montréal Marketing team and coordinate the itinerary arrangements through the Service Provider's contacts with regional travel partners. Travel expenses must be approved in advance by VIA in writing and will be billed as out-of-pocket charges.
4. Invite Canadian and U.S. media on group press trips (1 or 2 during the period of January to June 2014), ensure coordination with them, arrange reservations on trains through the Montréal/Vancouver Marketing teams and coordinate the itinerary arrangements through the Service Provider's contacts with regional travel partners. Travel expenses must be approved in advance by VIA in writing and will be billed as out-of-pocket charges.

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5. Respond to Canadian media inquiries, communicating with the Montréal Marketing team for any info that the Service Provider does not have at hand.
6. Evaluate and respond to ad hoc Canadian travel media requests for transportation, coordinating their reservations with the Montréal Marketing team. Any travel expenses must be approved in advance by VIA in writing and will be billed as out-of-pocket charges.
7. Other services, activities or projects as may be requested by VIA in writing. Should such additional services, activities or projects entail additional costs to VIA for time and/or expenses, such additional costs shall be approved in advance and in writing by VIA before the Service Provider may commence any work with respect thereto. Examples may include: additional group press trips (in addition to the 1 or 2 mentioned in paragraph 4 above), organization of media events in key market cities to announce special news or new developments, the Service Provider's participation or representation of VIA at scheduled Canadian media events.

Some of the Canadian services will have to be provided in French and the Service Provider undertakes to have in place, as of January 1, 2014 and until the end of the term of this Contract, the required resources in order to be able to provide such French language services as and when required by VIA including, without limitation, production of printed and electronic material in French, and written and verbal communications in French with French-speaking VIA personnel, media and other audiences. An additional price of one thousand five hundred U.S. dollars (US\$1,500) per month will be charged to VIA by the Service Provider in that regard for such period, which additional price is included in the revised price set out in Section 4 of this Contract. Should the provision of French-language services exceed the foreseen needs and result in additional costs for the Service Provider, the parties will negotiate a mutually agreeable increase in the Contract price and amend the Contract accordingly. English press releases, travel media press kits and other written material that need to be translated into French at VIA's request will be handled by VIA's translation agency, at VIA's cost.

#### 4.0 VIA representatives

The VIA representative responsible for the services relating to the U.S. market continues to be Mr. Ryan Robotka, Senior Manager, Sales and Marketing – Americas (in Vancouver), while the VIA

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representative responsible for the services relating to the Canadian market is Ms. Annie Lupien, Senior Advisor, Digital Marketing (in Montréal). The Service Provider shall get direction from these two persons with respect to the services and activities to be carried out in their respective markets.”

#### 4. CONTRACT PRICE

As a result of the modification in the services to be provided by the Service Provider for the period extending from January 1, 2014 to June 30, 2014, the Contract price is amended by the increase in the maximum monthly fixed price payable by VIA from ten thousand U.S. dollars (US\$10,000) to fourteen thousand U.S. dollars (US\$14,000). Section 4 of the Contract is hereby amended and replaced in its entirety with the following:

##### “4. CONTRACT PRICE

- 4.1 VIA shall pay, in conformity with the terms of Section 5 of this Contract and upon verification, a fixed price for the cost of all the services described in Section 2 of this Contract that have been reasonably and properly rendered by the Service Provider. Such price shall in no event exceed fourteen thousand U.S. dollars (US\$14,000) per month, unless otherwise previously agreed to in writing by VIA. The amount indicated in this Section 4.1 is inclusive of all reasonable fees and expenses of any nature whatsoever, other than those set out in Section 4.2 of this Contract and any applicable taxes.
- 4.2 Subject to the provisions of this Section 4.2, VIA shall reimburse, at Net Cost, the direct reasonable expenses incurred by the Service Provider with respect to the provision of the services described in Section 2 of this Contract, such as press trip expenses and escort expenses, participation fees in Canadian Tourism Commission or Air Canada-organized media events and b-roll development, including travelling expenses (transportation, lodging, meals and out-of-pocket expenses) incurred during a trip on VIA’s behalf, and any other products or services acquired from third-party suppliers by the Service Provider on behalf of VIA (all above-mentioned expenses are hereinafter collectively called the “Expenses”). The total amount of Expenses reimbursed by VIA shall in any event not exceed seventy-five thousand six hundred U.S. dollars (US\$75,600) for the eighteen-month period extending from January 1, 2013 to June 30, 2014. It is understood that this amount constitutes the absolute maximum amount that could be reimbursed by VIA, unless otherwise agreed to in writing by VIA prior to the Expenses being incurred, and that it does not represent a commitment by VIA in any way or manner whatsoever, and the

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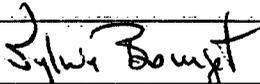
Service Provider shall not be entitled to make any Claims in that regard. All Expenses must be approved in advance and in writing by VIA in order to be reimbursable. The Service Provider shall comply with all corporate travel expense guidelines established by VIA from time to time.

- 4.3 For the purposes of this Contract, "Net Cost" shall mean the gross amount invoiced to the Service Provider by a third party, less any discounts or rebates.
- 4.4 VIA shall not pay the Service Provider any fees, costs or expenses whatsoever under this Contract other than those set out in Sections 4.1 and 4.2 of this Contract.
- 4.5 The Service Provider shall invoice VIA separately for the services provided for the U.S. market and those provided for the Canadian market."

Except for the amendments contained herein, each and every other modality, term and condition of the Contract, as amended by Amendment N° 1 and Amendment N° 2, shall remain in full force and unchanged.

It is upon the express wish and agreement of the parties that this Amendment N° 3 is written in the English Language. *Cet Amendement N° 3 est rédigé dans la langue anglaise selon la volonté et l'entente expresses des parties.*

We have understood, consented to and signed this Amendment N° 3 in two original copies.

VIA RAIL CANADA INC.		FINN PARTNERS, INC.	
Signature:		Signature:	Virginia Sheridan <small>Digitally signed by Virginia Sheridan DN: cn=Virginia Sheridan, o=Finn Partners, ou=... Date: 2014.01.23 11:18:21 -0500</small>
Name:	Sylvie Bourget	Name:	Virginia M. Sheridan
Title:	Chief Marketing and Sales Officer	Title:	Managing Partner M Silver/A Division of Finn Partners
Location:	Montréal	Location:	New York
Date:		Date:	January 23, 2014

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