

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (“Agreement”) is entered into by and between, on the one hand, Alexander Clifford (“Clifford”), and on the other hand, The Commuter Rail Division of the Regional Transportation Authority and Northeast Illinois Regional Commuter Railroad Corporation (collectively, “Metra”) (Clifford and Metra hereinafter are sometimes collectively referred to as “the Parties”).

AGREEMENT

NOW, THEREFORE, for and in consideration of the provisions, covenants and mutual promises contained herein, the Parties hereby agree as follows:

1. Resignation. Clifford has been employed as the Executive Director of Metra since February 11, 2010 pursuant to an Employment Agreement (the “Employment”). If Clifford executes this Separation Agreement and allows the Revocation Period (as defined below) to expire without revoking his signature, Clifford shall be deemed to have immediately resigned from his Employment with Metra (the “Resignation”) effective upon the date the Metra Board approves this Agreement (the “Effective Date”), and Metra shall accept such Resignation effective upon the Effective Date.

2. Terms of Buyout.

(a) Metra shall pay Clifford the salary adjustments that he has earned in the course of his employment, the salary that he would have earned through the end of the Employment Agreement and for six months thereafter, an amount equal to the contributions that Clifford has made to the Railroad Retirement Fund (inasmuch as he will not be entitled to receive any benefits therefrom), and the vacation time, paid time off, and sick time that he has accrued through the Effective Date, as set forth below in paragraphs 2(b)(i)-(iv):

(b) Within three (3) business days following the Effective Date, Metra shall pay Clifford the amounts set forth in this paragraph 2(b):

- (i) Deferred Salary Adjustment, compensated at a rate of \$7,575 plus \$1,281.44 multiplied by the number of months and fractions of months from January 1, 2013 through and including the Effective Date (representing a previously agreed performance compensation increase of 3% for 2011 performance that was payable starting January 1, 2012 and inclusive of an additional 3% performance compensation increase for 2012 performance, that was payable starting January 1, 2013); plus
- (ii) Salary, compensated at a rate of \$22,323 multiplied by the number of months and fractions of months between the Effective Date and December

31, 2013; plus \$22,993 multiplied by 1.36 months in 2014 from January 1, 2014 to February 10, 2014;

- (iii) Railroad Retirement Fund Contributions, compensated at a rate of approximately \$10,639, subject to increase for contributions in 2013 after May 31, 2013; plus
- (iv) Accrued Compensation for Unused Time, which as of the date this Separation Agreement was presented to Clifford amounted to \$35,243 for accrued vacation, \$21,971 for accrued sick time, and \$339 for paid time off. The actual amount of Accrued Compensation for Unused Time that Clifford will be paid will be the amounts as of the Effective Date.

The sum of the payments described in subparagraphs (b) (i)-(iv) is referred hereinafter in this Separation Agreement as the “**Separation Payment**”. Metra shall deduct from the Separation Payment only legally required withholdings and deductions, and any amount Clifford directs Metra in writing to pay on his behalf pursuant to paragraph 25. Metra shall compute such withholdings in a manner consistent with past practice by Metra with regard to computation of Clifford’s deductions. The Separation Payment will be paid in one lump sum payment, as soon as possible, and, if possible, not later than three (3) business days following the Effective Date. The Separation Payment will be made by check payable to Clifford, and will be delivered to Clifford’s home address or as directed by his lawyers (hereinafter “**Clifford’s Counsel**”).

3. Future Employment.

(a) For each of the six months from February 11, 2014 through August 11, 2014 Metra shall pay Clifford \$22,993 per month to be paid monthly by check and sent to Clifford’s home address. For each of the twelve months thereafter, through August 11, 2015 (“The Final Twelve Month Period”), should Clifford earn less each month than what he earned at Metra, Metra will pay Clifford the difference between what he last earned at Metra and what he earned in his new employment in each such month (the “Subsidy”).

(b) To calculate this Subsidy, the amount that Clifford last earned at Metra shall be known hereinafter in this Separation Agreement as the “**Applicable Monthly Amount.**” The Applicable Monthly Amount for all months and fractions of months in the period September 11 2014, through and including December 31 2014 is \$22,993. The Applicable Monthly Amount for all months and fractions of months in the period January 1, 2015 through August 11, 2015 is \$23,683. The Subsidy for any month in the Final Twelve Month Period shall be the difference between the Applicable Monthly Amount and the Other Wages as defined in paragraph 3(c). Metra shall report the amounts of the Subsidy paid Clifford to federal and state tax authorities on Form 1099 without deductions for federal, state or local taxes; payment of any taxes due thereon shall be Clifford’s responsibility.

(c) Metra shall be entitled to deduct from the Applicable Monthly Amount in any month of the Final Twelve Month Period commencing with September 11, 2014 the amount of any wages and fees received by Clifford for services he provides to another employer during the preceding one month period of the Twelve Month Period (the "Other Wages") as certified by Clifford pursuant to subparagraph 3(e). If the amount of Other Wages exceeds the Applicable Monthly Amount that Metra paid to Clifford in the preceding month, such overage shall be carried over and applied to future months.

(d) Metra shall not assert any claim or offset against Clifford for failure to mitigate damages or failure to seek employment.

(e) On the 21st day of each month or the first business day following the 21st day of each month commencing with September 2014 and continuing through and including September 2015 Clifford shall provide a certification ("the Monthly Certifications") to Metra in the following form and under oath, or with an affirmation having the same effect as a statement under oath:

Pursuant to paragraph 3(e) of the Agreement of June __, 2013 between Alexander Clifford and Metra, I certify that I received "Other Wages" in the amount of \$_____ (as defined in paragraph 3(c) the Agreement) in the period beginning on the eleventh day of the month preceding the date of this certification and ending on the tenth day of the month of this certification received from _____ . A photocopy of the check, voucher or other similar documentation provided by said employer for such Other Wages accompanies this certification.

(f) Metra shall not cease payments due pursuant to this Paragraph 3, or exercise any setoffs, except as set forth in this paragraph. If, pursuant to an arbitration conducted pursuant to Paragraph 21, an arbitrator finds that Clifford has materially breached this Agreement, and that such breach has caused damage to Metra, regardless of whether such damage can be reasonably quantified, then the arbitrator shall award Metra the right to cease further payments due under this Paragraph 3, to setoff further payments by damages caused by Clifford's breach, and/or to recover from Clifford liquidated damages in the amount of payments made to Clifford under this Paragraph 3. Metra's rights under the immediately preceding sentence shall be conditional upon entry of an express award of such by an arbitrator pursuant to Paragraph 21. Under no circumstances shall Metra unilaterally cease payments due under this Paragraph 3, or exercise any setoffs, absent an arbitration award entered pursuant to Paragraph 21.

(g) Because Clifford's last Monthly Certification is to be made in September 2015, a month for which Metra is not required to make a payment to Clifford of an Applicable Monthly Amount, if the Monthly Certification Clifford provides for the period July 11, 2015 through August 10, 2015 states that Clifford received Other Wages for services he rendered to another employer in that period, Clifford shall pay to Metra with that Monthly Certification the amount of any such Other Wages up to the Applicable Monthly Amount for such one month period.

4. Moving Expenses. Clifford moved from California to take the Metra job, and Metra paid for Clifford's moving expenses at that time. As a result of this Separation Agreement, Clifford, as Executive Director, will be incurring moving expenses and selling a residence in [REDACTED]. Accordingly, Metra will assist Clifford in deferring the cost of Clifford's move as follows. Metra shall create an escrow in the amount of Seventy Eight Thousand Dollars and no Cents (\$78,000), for moving expenses, including up to Forty Eight Thousand Dollars and no Cents (\$48,000) for all costs associated with the sale of the residence including realtor's commission (hereinafter, "Closing Costs"), and up to Thirty Thousand Dollars and no Cents (\$30,000) for the cost of relocation, including but not limited to packing and transporting his family's personal items, transporting his family vehicle, costs of relocating Clifford and his wife, including air transportation costs and temporary residence costs (hereinafter, "Moving Costs"). The escrowee will be Laner Muchin, Ltd (hereinafter, "Laner Muchin"). Not more than three (3) business days following the Effective Date, Metra shall provide Laner Muchin with a check for Seventy Eight Thousand Dollars and no Cents (\$78,000) that Laner Muchin will deposit in an escrow account (the "Escrowed Funds"). Laner Muchin will notify Clifford in writing of its deposit of the Escrowed Funds. Upon presentation thereafter by Clifford to Laner Muchin of documentation for expenses that Clifford has incurred for Closing Costs and/or Moving Costs, Laner Muchin shall reimburse Clifford for such expenses from the Escrowed Funds by check sent by mail to Clifford's address as provided in this Agreement. By its representative's execution of a copy of this Agreement, Laner Muchin agrees to act as a neutral escrowee as provided in this paragraph 4 and paragraphs 6 & 11 below without charge to Clifford.

5. Health Insurance. Pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Clifford elects to continue his existing Metra-provided health insurance coverage, including eye and dental care, for himself and his spouse and his dependents, with co-payment amounts and annual maximum deductible amounts (the "Equivalent Coverage"). Commencing with the Effective Date, Metra shall pay Clifford's monthly insurance premiums for the Equivalent Coverage as such premiums become due during the period for which Clifford is entitled to purchase such coverage under COBRA (the "Coverage Period"). Metra shall make such payments directly to the insurer designated by Clifford, unless and until Clifford is eligible to obtain Equivalent Coverage through another employer for a premium amount that does not exceed the amount Metra is then required to pay for Equivalent Coverage (the "New Employer Coverage"), and so advises Metra. Clifford shall promptly notify Metra in writing if he is eligible to obtain New Employer Coverage, and his notice shall state the date such eligibility to obtain such coverage commenced. Metra shall make all payments required to keep the Equivalent Coverage in effect until the eligibility for New Employer Coverage becomes effective, so as to avoid any lapse in coverage. On or before August 1, 2013 Clifford shall send Metra an affidavit (or certification having the effect of an affidavit) (the "Clifford Health Insurance Certification"), stating whether, during the preceding month he had become eligible to obtain New Employer Coverage and, if not, whether he continues his election to receive the Equivalent Coverage at Metra's expense. The Clifford Health Insurance Certification shall be deemed a continuing representation by Clifford to Metra and shall remain in effect until the first to occur of Clifford advising

Metra in writing that he has become eligible to obtain New Employer Coverage or the expiration of the Coverage Period. Clifford shall have the option to advise Metra in writing that he opts to purchase Equivalent Coverage through a health care exchange, and if he so advises Metra it shall pay the amount required to provide Equivalent Coverage through such exchange to the insurer designated by Clifford, provided, however, that in no case shall Metra pay such exchange an amount that is greater than the amount of the COBRA payment that Metra makes on Clifford's behalf to continue Equivalent Coverage through Metra's insurer during the Coverage Period. Metra shall make such payments so that no lapse of coverage occurs. Metra shall report the payments it makes on Clifford's behalf under this subparagraph 4 to any state or federal tax authority as required by law.

6. Clifford's Attorney's Fees. Not more than three (3) business days following the Effective Date Metra shall pay to Laner Muchin to be held in the Escrowed Funds the amount of Seventy-Five Thousand Dollars and no Cents (\$75,000), for Clifford's reasonable attorneys' fees incurred in representing Clifford in relation to Metra. Upon presentation thereafter by Clifford to Laner Muchin of redacted documentation for reasonable attorney's fees that Clifford has actually incurred, Laner Muchin shall pay such expenses from the Escrowed Funds by making payment to Clifford and/or Clifford's Counsel, as Clifford directs, not to exceed the escrowed amount.

7. Payment in Full. Clifford acknowledges that upon receipt from Metra of all payments required by paragraph 2 and its subparagraphs, Clifford will have been paid in full for the services he has provided to Metra through the Effective Date.

8. Mutual Releases.

(a) Except for a claim based upon a breach of this Agreement, effective upon his receipt of the Separation Payment and Metra's deposit of Escrowed Funds and without need for additional documentation, Clifford hereby fully, finally, and unconditionally releases, covenants not to sue, and forever discharges the Metra Released Parties (defined below) from any and all actions or claims accruing prior to the Effective Date (hereinafter, "Clifford's Release"). Clifford's Release resolves all claims, liabilities, suits, discrimination or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, whether related or unrelated to Clifford's employment, occurring and/or accruing prior to Clifford's execution of this Agreement. Clifford further waives any right to any form of recovery, compensation or other remedy in any action brought by him or on his behalf with respect to any such matter or claim.

(b) Except for a claim based upon a breach of this Agreement, Metra, for itself, and on behalf of its respective parents, subsidiaries, divisions, partners, joint venturers, and/or affiliated businesses or entities of Metra, and on behalf of its past and present directors, officers, board members, agents, attorneys, employees, representatives, trustees, administrators, and fiduciaries, acting in their official capacities as representatives of Metra or purporting to act on behalf of or in any role with Metra, fully,

finally, and unconditionally releases, covenants not to sue, and forever discharges Clifford and his respective agents, attorneys, heirs, executors, administrators and legal representatives (“Clifford Released Parties”), from any and all actions or claims accruing prior to Metra’s execution of this Agreement (hereinafter, “Metra’s Release”). Metra’s Release resolves all claims, liabilities, suits or other charges, personal injuries, demands, debts, liens, damages, costs, grievances, injuries, actions or rights of action of any nature whatsoever, known or unknown, whether related or unrelated to Clifford’s employment, occurring and/or accruing prior to Metra’s execution of this Agreement. Metra further waives any right to any form of recovery, compensation or other remedy in any action brought by it or on its behalf.

(c) Without limiting the foregoing terms, Clifford’s Release and Metra’s Release (collectively hereinafter, “The Releases”) specifically include all claims arising from any federal, state or local constitution, statute, regulation, rule, ordinance, order, public policy, contract or common law, including but not limited to all claims under 74 ILCS 174, et seq., 42 U.S.C. 1983, and the Age Discrimination in Employment Act.

(d) The Releases also waive, compromise, release, extinguish and discharge all claims for equitable and legal relief. In particular, this Agreement is intended to be a resolution of any possible claims and the Parties agree that neither party is a “prevailing party.” Moreover, the Parties specifically intend and agree that the Releases fully contemplate all claims for attorney’s fees and costs, and hereby waive, compromise, release, extinguish and discharge any such claims, except as set forth in paragraph 6.

(e) Clifford’s Release waives, compromises, releases, extinguishes and discharges all claims and potential claims against Metra and any affiliated companies, including their parents, subsidiaries, divisions, partners, joint venturers, and as intended third-party beneficiaries, their predecessors, successors, heirs, and assigns, and their past, present and future owners, directors, officers, board members, agents, attorneys, employees, representatives, trustees, administrators, fiduciaries and insurers, jointly and severally, in their individual, fiduciary and corporate capacities, (collectively referred to as the “Metra Released Parties”). The Metra Released Parties expressly include, but are not limited to, the following individuals who are currently serving as Metra Board members: Brad O’Halloran, John Partelow, Norman Carlson, Paul C. Darley, Don A. De Graff Larry A. Huggins, Mike McCoy, Arlene J. Mulder, Stanley C. Rakestraw, John C. Schaffer, and William A. Widmer, III, in their individual and official capacities (hereinafter, the “Board Members”). Metra hereby warrants and represents that it is authorized by the Board Members to release any claims that the Board Members have against Clifford.

(f) The releases under this Paragraph 8, however, shall not affect any obligation that Metra and/or Clifford have to cooperate under any statute, regulation, or funding agreement, including, but not limited to, the Illinois State Officials and Employees Ethics Act, or to cooperate with any other investigative entity or officer of the United States government or the government of Illinois. In the event any Metra Released Party brings a claim against Clifford that is not released by Metra’s Release because it is

purportedly brought by a Metra Released Party in a personal, non-Metra capacity, Clifford may defend such claim and assert any counterclaim or offsetting claim against said entity or individual related to the subject matter of the claim brought against him, notwithstanding Clifford's Release and notwithstanding the arbitration provisions of paragraph 17, such reserved claims being specifically excluded from Clifford's releases under this Paragraph 8.

9. Representation and Warranties; Limitation of Remedies.

(a) Except for a claim for breach of this Agreement or actions excluded under paragraph 8(f), the Parties represent and warrant to one another that neither has filed nor will file any claims against the other Party (including the Clifford Released Parties and Metra Released Parties) that such Party has released in this Agreement. Clifford represents that in negotiating the terms of this Agreement, he has not disclosed the proposed terms to any third-parties (except to counsel for Metra), the parties actual agents, Clifford's attorneys, his spouse and his tax advisors).

(b) Each Party shall have the right to bring a claim, pursuant to the arbitration procedures set forth in Paragraph 21 below, against the other for economic damages or injunctive relief arising from any breach of any covenant, representation or warranty made in this Agreement.

10. No Reinstatement. Clifford recognizes that his employment with Metra shall have ceased as of the Effective Date. Clifford agrees that he will not apply for employment with Metra or any or successor entity and that such entities will not be obligated to process any application submitted by or on his behalf. Metra shall have no obligation to rehire, reinstate, recall or hire Clifford in the future, nor shall Metra recruit Clifford for any position at Metra.

11. Mutual Confidentiality.

(a) The Parties agree that neither they, nor their agents, will disclose the terms or any other circumstance relating to the negotiation of this Agreement, including but not limited to statements made by the parties in discussions of Clifford's employment, except: (i) to their respective attorneys, accountants and advisors and, in the case of Clifford, to his spouse and children; (ii) in response to lawful process or authorized investigative request of any judicial, administrative or adjudicative authority, including but not limited to Metra's legal investigator, Rodger A. Heaton, or his associates; (iii) in the case of Metra, in response to an Illinois Freedom of Information Act request, provided such response is approved by Metra's Freedom of Information Officer, General Counsel or Board Counsel; (iv) to entities with oversight, legislative or other authority over Metra, including but not limited to the Office of the Executive Inspector General for the Agencies of the Illinois Governor; (v) or as otherwise required by law. Notwithstanding any other provision of this Separation Agreement, the parties acknowledge and agree that nothing shall prevent the Board from a public discussion and vote on this Agreement, and the release of the same.

(b) Clifford acknowledges that while he was employed by Metra, he had an obligation to maintain certain confidential information, including but not limited to information with which he was entrusted as a fiduciary, all non-public information that he received as an employee of Metra, and certain communications that were designated as subject to the attorney-client privilege (“Metra Confidential Information”). Clifford shall maintain all Metra Confidential Information as confidential, and agrees not to use, reveal, report, publish, post on the internet or intranet, disclose or transfer, directly or indirectly, any Metra Confidential Information for any purpose except as expressly authorized by Metra’s Board, or in response to legal process. If Clifford receives a subpoena, investigative demand or other legal process seeking production of Metra Confidential Information, he shall notify Metra thereof in writing and afford Metra an opportunity (at its sole expense) to assert any privilege or argument in opposition to production. Clifford also agrees to take all reasonable measures to prevent the unauthorized use, misappropriation and/or disclosure of Metra Confidential Information and to prevent unauthorized persons or entities from obtaining, misappropriating or using Metra Confidential Information. Clifford may seek clarification from Metra, through written notice to Laner Muchin, as to whether specific information constitutes Metra Confidential Information. Metra shall respond to such notice within five (5) business days. Clifford sole remedy to challenge Metra’s determination shall be arbitration pursuant to Paragraph 21.

(c) To facilitate Clifford’s compliance with his obligations concerning confidentiality the following procedure shall be followed with respect to all documents that he received in his capacity as an employee of Metra (“Clifford Documents”) that are still in Clifford’s possession or control:

(i) On or before June 13, 2013, Clifford shall produce to Metra at the office of Joseph Gagliardo (“Gagliardo”) all of the Clifford Metra Documents in Clifford’s personal possession (but not those in the possession of his attorneys) which Metra shall sort into three categories:

(A) Public, non-confidential documents, such as Board minutes and Board meeting agendas (“Category A”); documents in this category may be retained by Clifford and used as he wishes.

(B) Documents prepared by counsel for Metra for use by Metra’s Board and/or employees, and labeled or otherwise expressly designated attorney-client privileged (“Category B”); documents in this category shall be retained in an archive maintained by Joseph Gagliardo, one of Metra’s lawyers.

(C) Metra Documents that are not designated attorney-client privileged but may otherwise be confidential (“Category C”); documents in this category shall also be retained by Mr. Gagliardo.

(ii) At the conclusion of the process described in subparagraph (i), a schedule of all documents in each category shall be prepared by Metra’s counsel

and provided to Clifford's counsel. Said schedule shall include the author, recipient(s), date, document type, subject, and designation as Category A, B or C with respect to each such Clifford Document.

- (iii) The process set forth in paragraphs (i)-(ii) shall be completed no later than three business days following the Effective Date (hereinafter the "Archive Date"). All Category B and Category C Clifford Documents shall be held by Gagliardo, as an escrowee, for a period of three years from the Effective Date, or as the parties may otherwise agree, at which time all Category B and C Clifford Documents that have not been turned over to Clifford pursuant to the procedures described in subparagraphs (B) and (C) may be delivered to Metra.

(A) Clifford shall not retain any Category B or C Metra Documents after the Archive Date.

(B) After the Archive Date Clifford shall have a right from time to time to request to view, directly or through his counsel, at Gagliardo's office, all Category B and C Clifford's Documents; . Metra shall have the right to grant or deny such request. Clifford shall have the right to arbitrate any denial of such request pursuant to the procedure set forth in paragraph 22 of this Agreement. If Clifford prevails in such arbitration, Metra shall pay all of the tribunal's and arbitrator's fees and costs for such arbitration. The arbitrator shall receive such evidence as he or she deems appropriate to determine whether the privilege or confidentiality assertions by Metra with regard to such documents are correct.

(C) If Clifford requests copies of any Category B or C Clifford Documents after the Archive Date, Clifford shall identify in writing to Gagliardo the document(s) that he wishes to copy and the reason for his request.

(d) Promptly after receipt of the Separation Payment Clifford shall provide Metra with the passcode to any computerized device that Metra has provided to him (hereinafter, the "Metra Computerized Devices"). Within two business days after Clifford provides Metra with the passcode to his Metra Computerized Devices, Clifford will meet with a Metra representative at a mutually convenient time, and Clifford will direct the Metra representative to the location of any personal information stored on such Computerized Devices, which Clifford may copy and retain. (It is Clifford's recollection that there is no such information on Metra Computerized Devices.) Within said two business days, Clifford shall terminate his personal access to Metra's Twitter account as a party authorized to post material on Metra's behalf. Metra will provide a time, acceptable to Clifford, on the first or second Saturday following the Effective Date for Clifford to come to his office at Metra to remove his personal belongings from the premises. Because Clifford will no longer be employed by Metra at this time, Metra's counsel will accompany Clifford when he does so.

12. Nondisparagement. Clifford shall not make any adverse or disparaging statements or communications, including Web-based communications, about Metra, his employment with Metra, or its employees, officers or directors, about the termination of his employment or any other dealings of any kind between him and Metra, to any third party, specifically including, without limitation, any past, present or prospective employee of Metra, any customer of Metra or to any representative of any media. Metra (including its Board members) shall not, in any official or authorized communication to the public, directly or indirectly make any adverse or disparaging statements or communications, including web-based communications, about Clifford, Clifford's employment with Metra, including the termination of Clifford's employment, or any other dealings of any kind between Clifford and Metra, to any third party, specifically including, without limitation, any customer of Metra or to any representative of the media. This paragraph does not apply to statements made by Metra or Clifford as authorized by paragraph 11(a) and 13.

13. Other Statements. Nothing in this Agreement shall preclude the following factual statements:

- a) Statements by Metra Board Members in Board meetings;
- b) Statements by Board members or their agents relating to their vote on this Agreement;
- c) Disclosures or statements relating to any proceeding to enforce the terms of this Agreement;
- d) Disclosures or statements in response to lawful process of any governmental investigative executive officer, or judicial or adjudicative authority;
- e) Disclosures made by Metra in response to a request under the Illinois Freedom of Information Act, provided such response is approved by Metra's Freedom of Information Officer, General Counsel or Board Counsel;
- f) Disclosures required by law; or
- g) Disclosures by Metra of factual information concerning events that occurred during Clifford's employment with Metra, provided that Metra does not express opinions concerning Clifford.

14. Positive Reference. In the event its Human Resources Department receives an inquiry from anyone outside of Metra concerning Clifford, such individual shall be informed of Clifford's beginning date of employment, ending date of employment (which shall be the Effective Date), that he served as Metra Chief Executive Officer, that he had the duties set forth in the Regional Transportation Act, 70 ILCS

3615/3B.05; Metra shall also report Mr. Clifford's salary rates as follows: From February 2011 to year-end, \$252,500; for 2012, \$260,075, and for 2013, \$267,877.

15. Complete Agreement. This Agreement sets forth all of the terms and conditions of the agreement between the Parties. Neither Party shall assert or rely upon any prior oral or written statement regarding the subject matter to modify the terms of this Agreement. Any prior understandings or agreements concerning the separation of Clifford from Metra are merged into this Agreement. This Agreement can only be modified by a document in writing signed by both Parties. The Parties covenant and agree not to assert any modification not so documented.

16. Neutral Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the Parties.

17. Effect on Previous Agreements. Upon the Effective Date this Agreement supersedes and extinguishes any and all prior agreements, understandings and communications between the Parties, including but not limited to Clifford's Employment Agreement with Metra.

18. Nonadmission. This Agreement shall not be construed as: (a) an admission by the Clifford Released Parties or Metra Released Parties of any: (i) liability or wrongdoing, (ii) breach of any agreement, or (iii) violation of a statute, law or regulation; or (b) a waiver of any defenses that the Clifford Released Parties or the Metra Released Parties may have as to any claim by a third-party with regard to matters within the scope of this Agreement.

19. Time To Consider Agreement. Clifford acknowledges that he has been given twenty-one (21) days to consider and sign this Agreement (the "Consideration Period"), and agrees that this Consideration Period has been reasonable and adequate. Clifford hereby waives the right to any remaining days in the Consideration Period, and agrees the Consideration Period is expired as of his execution of this Agreement. Following his execution of this Agreement, Clifford will have seven (7) days from the date he signs this Agreement to revoke it if he so desires (the "Revocation Period"). This Agreement shall not become effective or enforceable until the Revocation Period has expired. If Clifford has not communicated his acceptance of this offer to Metra before midnight on June 13, 2013, this offer automatically expires at midnight on June 13, and Metra is not required to take any further action to rescind or otherwise withdraw the terms of this Agreement.

20. Right to Counsel. Clifford acknowledges that he has the right to talk with an attorney before signing this Agreement. Additionally, Clifford acknowledges that he has been advised by competent legal counsel of his own choosing in connection with the review and execution of this Agreement and that he has had an opportunity to and did negotiate over the terms of this Agreement.

21. Dispute Resolution/Attorney's Fees. Any controversy or claim arising out of or relating to this Agreement, or the breach or alleged breach thereof, shall be settled by arbitration administered by JAMS under its commercial arbitration rules. Any Clifford Released Party and any Metra Released Party may be made a party to such arbitration. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. The Arbitrator shall be a lawyer, with not less than ten years experience in commercial litigation who is mutually agreed to by the Parties. If the parties are unable to reach agreement on an arbitrator after seven days following notice to commence arbitration, the Arbitrator shall be selected by the Chicago office of JAMS, which shall appoint an arbitrator meeting such qualifications. Before either Party demands arbitration, it shall provide written notice to the other party that specifically sets forth the alleged breach or dispute and shall give the other party three days to cure. If such other party does not cure to the satisfaction of the demanding Party within three days, either Party may file a demand for arbitration with JAMS' Chicago Office. The Arbitrator shall be authorized to grant legal and equitable relief including injunctive relief. In any such arbitration the Party found by the Arbitrator to be the prevailing party shall be entitled to recover the costs of the Arbitration proceeding (including the Arbitrator's and tribunal's fees) and its/his reasonable attorneys' fees and litigation costs from the opposing Party, in addition to any other remedies available in the arbitration awarded by the Arbitrator. However, this paragraph shall not apply to any claim brought by Clifford alleging age discrimination where he claims that his execution of this Agreement was not knowing and voluntary, except as required by law.

22. Signers/Acknowledgments. Clifford and Metra's representative signing on Metra's behalf state that each has completely read this Agreement and acknowledges that it has been written in a manner such that each has understood its contents. Each freely, voluntarily, and without coercion enters into this Agreement. Further, each agrees and acknowledges that he has had the full opportunity to investigate all matters pertaining to any claims he/it might have and that the waiver and release of all rights or claims he/it may have under any local, state or federal law is knowing and voluntary.

23. Board Approval. This Agreement shall have no force and effect, and no Party shall be bound by its provisions, until the Effective Date. Metra's obligations under this Agreement are subject to the approval of the Metra Board of Directors. This Agreement shall be submitted to Metra's Board for approval on or before June 21. If not approved on or before that date, Clifford may, by notice to Metra, terminate this Agreement. If the Board approves this Agreement on June 21, Clifford shall absent himself from Metra thereafter except for the purposes described in paragraph 11(c). If this Agreement is not approved by Metra's Board of Directors, the Parties shall be restored to all their rights, and no reference to the terms of this Agreement shall be admissible in any action between the parties, except as permitted by Illinois Rule of Evidence 408.

24. Notices. All notices required under this Agreement shall be sent by registered mail or an established overnight delivery services addressed as follows:

If to Metra, c/o Metra's General Counsel at 547 W. Jackson, Chicago, Illinois, 60661, with a copy to Andrew Greene at J G Law, LLC, 542 South Dearborn Street, Suite 1100, Chicago, IL 60605.

If to Clifford, at [REDACTED] with a copy to such legal counsel as Clifford may designate.

Such notices shall be deemed received on the date indicated by the return receipt or the delivery service record of delivery. Either party may change its foregoing address from time to time by a notice given in accordance with this paragraph. All payments due Clifford under this Agreement shall be sent to Clifford at the address provided in this paragraph, as most recently modified in accordance with this paragraph.

25. Maximum Contribution. Before the Effective Date, Clifford shall be allowed to make the maximum contributions allowable under law to any 401k or 457 retirement account in which he participates or to direct Metra to provide the funds from the Separation Payment, in which case Metra shall make such contributions on the date it is required to pay the Separation Payment and reduce the Separation Payment by such amounts.

26. Choice of Law. This Agreement shall be interpreted in accordance with the laws of Illinois without regard to its conflict of laws provisions.

**READ CAREFULLY. THIS DOCUMENT CONTAINS
CLIFFORD'S RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Alex Clifford



Date: 6/13/13

Metra

By: 
Its Chairman

Date: 6/21/13

*This signature is subject to approval of the
Board of the Commuter Rail Division of
the Regional Transportation Authority*

By its representative's execution of a copy of this Agreement, Laner Muchin agrees to act as escrowee as provided in subparagraphs 6 and 11 of this Agreement. Laner Muchin and the Parties acknowledge and agree that when acting as escrowee, Laner Muchin shall carry out its duties under this Agreement in the same manner as would a neutral escrowee having no attorney-client relationship with Metra.

Laner Machine Ltd.

By:

P. M. B.

Its duly authorized representative