

**FIFTH AMENDMENT TO
ALAMEDA CORRIDOR DISPATCHING AGREEMENT**

THIS FIFTH AMENDMENT TO ALAMEDA CORRIDOR DISPATCHING AGREEMENT (this "**Amendment**") is made as of April 14, 2019, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation (formerly known as The Burlington Northern and Santa Fe Railway Company) ("**BNSF**"), **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("**UP**"), and **THE ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY**, a joint powers authority created under the laws of the State of California ("**ACTA**"), with reference to the following Recitals:

RECITALS

A. Pursuant to that certain Amended and Restated Alameda Corridor Use and Operating Agreement dated as of December 15, 2016 (the "**Operating Agreement**"), by and among the City of Long Beach, the City of Los Angeles, ACTA, BNSF and UP, certain aspects of the operations on the Rail Corridor (as defined in the Operating Agreement) are governed by Owner and Railroads (as those terms are defined in the Operating Agreement), including dispatching services.

B. Pursuant to the Operating Agreement, BNSF and UP were selected by Owner and Railroads to jointly act as the Rail Corridor's dispatching services providers and to perform other duties specified in that certain Alameda Corridor Dispatching Agreement dated as of January 30, 2002 (as amended, the "**Agreement**") and entered into by BNSF, UP and ACTA. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement unless the Amendment clearly states otherwise.

C. BNSF, UP and ACTA desire to hereby modify and amend the Agreement, as more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, BNSF, UP and ACTA hereby agree as follows:

Section 1. Modification of Agreement.

1.1 Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.1 Commencement Date; Term. The term of this Agreement, and Corridor Dispatcher's duties hereunder, commenced on April 15, 2002 ("**Commencement Date**") and unless earlier terminated as

provided herein, this Agreement shall automatically expire on the earlier of (i) April 14, 2020, or (ii) the date on which the Owner and Railroads agree on the reappointment of the Corridor Dispatcher or the selection of a replacement corridor dispatcher and such corridor dispatcher has been engaged by ACTA and is able to commence performing dispatching services on the Rail Corridor.

Section 2. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one agreement.

[Signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

“BNSF”

BNSF Railway Company
a Delaware corporation

Approved as to form this _____ Day of
_____, 2019

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

“UP”

Union Pacific Railroad Company
a Delaware corporation

Approved as to form this _____ Day of
_____, 2019

By: _____

By: _____

Print Name: _____

Print Name: _____

Its _____

Its: _____

"ACTA"

Alameda Corridor Transportation Authority,
a Joint Powers Authority

Approved as to form this _____ Day of
_____, 2019

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____