

**FIFTH AMENDMENT TO  
ALAMEDA CORRIDOR POLICE AND SECURITY SERVICES AGREEMENT**

**THIS FIFTH AMENDMENT TO ALAMEDA CORRIDOR POLICE AND SECURITY SERVICES 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 police and security services.

**B.** Pursuant to the Operating Agreement, BNSF and UP were selected by Owner and Railroads to jointly act as the Rail Corridor's police and security services providers and to perform other duties specified in that certain Alameda Corridor Police and Security Services Agreement dated as of October 15, 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 Security Provider's duties hereunder, commenced on September 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 Security Provider or the selection of a replacement corridor security provider and such corridor security provider has been engaged by ACTA and is able to commence performing security services on the Secured Facilities.

**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: \_\_\_\_\_