

COPY

**FOURTH AMENDMENT TO THE SUBLEASE AGREEMENT  
BETWEEN THE INTERMODAL CONTAINER TRANSFER FACILITY JOINT POWERS AUTHORITY  
AND THE SOUTHERN PACIFIC TRANSPORTATION COMPANY**

This Fourth Amendment to the Sublease Agreement, is made and entered into July 1, 1994 (the "Fourth Sublease Amendment"), by and between the INTERMODAL CONTAINER TRANSFER FACILITY JOINT POWERS AUTHORITY, a joint powers authority created by The City of Los Angeles and The City of Long Beach in accordance with the laws of the State of California ("Authority"), and SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation ("Corporation").

WITNESSETH:

WHEREAS, Authority and Corporation have entered into a Sublease Agreement (the "Sublease") dated September 14, 1984, as amended and supplemented by the First Amendment to the Sublease Agreement dated October 9, 1984 (the "First Sublease Amendment"), the Second Amendment to the Sublease Agreement dated February 1, 1985 (the "Second Sublease Amendment") and the Third Amendment to the Sublease Agreement dated September 10, 1986 (the "Third Sublease Amendment");

WHEREAS, Authority, Corporation and the City of Carson, a municipal corporation duly organized and existing under the Constitution and the laws of the State of California have entered into the Carson Agreement dated as of December 3, 1984 (the "Carson Agreement"), which has now been amended by a First Amendment dated April 5, 1994 (the "First Carson Amendment");

WHEREAS, Authority and Corporation desire to further amend certain provisions of the Sublease on the terms and conditions hereinafter set forth in order to incorporate the rights and obligations of Authority and Corporation as set forth in the First Carson Amendment and in a letter agreement dated April 20, 1994 by and between the Authority and Corporation (the "Letter Agreement") attached hereto as an appendix and made a part hereof;

WHEREAS, the Deed of Trust executed by Corporation, in connection with the Sublease, requires that the Trustee, as beneficiary hereunder, must consent to all amendments to the Sublease; and

WHEREAS, the Trustee has consented to the terms of this Fourth Sublease Amendment, which consent is evidenced by the signature of an authorized officer of the Trustee affixed hereto.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, the mutual promises and agreements of the parties hereto as hereinafter set forth and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Section 5.01(a) of the Sublease is hereby amended by the addition of subparagraph (5) to read as follows:

"(5) At the end of each payment period in which Authority makes any payment to the City of Carson as required by Section 4.B.2 of the First Carson Amendment, Authority shall be entitled to reimbursement of such payment; provided, however, that Authority shall be reimbursed by Corporation for such payment only to the extent that Facilities Revenues are available therefore after deducting payments in respect of principal, premium, if any, and interest on the Bonds, payments of Rent, under Section 5.01(a)(2) of the Sublease, payments of any annual fees and expenses of the Trustee, Bond Registrar and any paying agents designated under the Indenture, and payments of any annual fees in respect of any credit facility paid by Corporation in that Payment Period."

Section 2. Section 13.14 of the Sublease is hereby amended by the addition of subparagraph (e) to read as follows:

"(e) Authority agrees to pay the annual fee to the City of Carson required by Section 4.B.2. of the First Carson Amendment. To the extent that Authority is not reimbursed for any portion of such annual fee pursuant to Section 5.01(a)(5), the portion not reimbursed shall constitute an Additional Authority Contribution."

Section 3. This Fourth Sublease Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

Section 4. It is expressly understood and agreed that this Fourth Sublease Amendment and all questions arising hereunder shall be construed in accordance with the laws of the State of California except to the extent such laws may be preempted by the laws of the United States.

Section 5. The Sublease, as previously amended, except as amended by this Fourth Sublease Amendment, is hereby ratified and confirmed in all respects and all terms, conditions and provisions of the Sublease, as previously amended, and as amended by this Fourth Sublease Amendment, shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have executed this Fourth Sublease Amendment as of the date first hereinabove written.

INTERMODAL CONTAINER TRANSFER  
FACILITY JOINT POWERS AUTHORITY

By Chas. E. Hawk  
Executive Director

Attest Lizabeth Johnson  
Secretary

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY, a Delaware corporation

By \_\_\_\_\_  
President

Attest \_\_\_\_\_

Consent is hereby give for this Fourth Sublease Amendment:

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Beneficiary  
under the Deed of Trust

By \_\_\_\_\_  
Vice President

IN WITNESS HEREOF, the parties hereto have executed this Fourth Sublease Amendment as of the date first hereinabove written.

INTERMODAL CONTAINER TRANSFER  
FACILITY JOINT POWERS AUTHORITY

By \_\_\_\_\_  
Executive Director

Attest \_\_\_\_\_  
Secretary

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY, a Delaware corporation

By \_\_\_\_\_  
Vice President

Attest \_\_\_\_\_  
SECRETARY

Consent is hereby give for this Fourth Sublease Amendment:

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Beneficiary  
under the Deed of Trust

By \_\_\_\_\_  
Vice President

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INTERMODAL CONTAINER TRANSFER  
FACILITY JOINT POWERS AUTHORITY

By \_\_\_\_\_  
Executive Director

Attest \_\_\_\_\_  
Secretary

SOUTHERN PACIFIC TRANSPORTATION  
COMPANY, a Delaware corporation

By \_\_\_\_\_  
President

Attest \_\_\_\_\_

Consent is hereby give for this Fourth Sublease Amendment:

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, as Beneficiary  
under the Deed of Trust

By Ward Alloner  
Vice President