

## SECOND AMENDMENT TO INDUSTRIAL TRACK AGREEMENT BN27696

THIS SECOND AMENDMENT ("**Amendment**") is made to be effective as of the date of the last signature hereto (the "**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Railroad**") and **CITY OF JONESBORO, ARKANSAS**, a municipality ("**Industry**").

### RECITALS:

A. Railroad (as successor-in-interest to Burlington Northern Railroad Company) and Industry are currently parties to that certain Industrial Track Agreement BF27696 dated July 7, 1989 (as amended February 29, 2012 by that certain First Amendment, collectively referred to herein as the "**Original Contract**"), regarding certain track and/or real property located at the City of Jonesboro, County of Craighead, State of Arkansas, as more particularly described in the Original Contract. The Original Contract, as modified by this Amendment hereof, shall be referred to herein as the "**Contract**".

B. Railroad and Industry desire to, among other things, amend the terms of the Original Contract to update the Exhibit drawing attached to the Original Contract, as further described below.

### AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants, premises, and agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit Replacement.

1.1 As of the Effective Date, Drawing No. 3-50648A-B, dated 12/22/2011, originally identified as Exhibit "A" (the "**Original Exhibit**") to the Original Contract, is hereby replaced and superseded by Drawing No. 78949A-G, dated 9/30/2021, marked **Exhibit "A"**, attached hereto and incorporated herein by this reference. Effective immediately, any references in the Original Contract to the Original Exhibit or the track and/or real property located thereon shall refer to **Exhibit "A"** attached hereto and the track and/or real property described or depicted thereon.

1.2 For the avoidance of doubt, references in the Original Contract and Original Exhibit to:

1.2.1 the Track between letters A – B shall mean the "**Railroad Track**" shown heavy solid and described as "Railroad Track" on **Exhibit "A"** attached hereto.

1.2.2 the Track between letters B – H shall mean the "**Industry Track**" shown heavy hatched and described as "Industry Track" on **Exhibit "A"** attached hereto.

2. Right of Railroad to Use. As of the Effective Date, the Track shown heavy dashed and labeled "**Third Party Track**" on **Exhibit "A"** attached hereto shall mean spur tracks extended from the Track for the accommodation of the business of Railroad or the business of other parties as permitted under Section 4 of the Contract.

3. Environmental. As of the Effective Date, the following provisions are added as new Section 13 to the Original Contract:

**"Section 13. NOTIFICATION REQUIREMENTS.**

13.1 Industry shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials (as hereinafter defined) on, from, or affecting the Track as soon as the release of Hazardous Materials becomes known to Industry. Without limitation to the foregoing, Industry shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-

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1. Exhibit Replacement.
  - 1.1 As of the Effective Date, Drawing No. 3-50648A-B, dated 12/22/2011, originally identified as Exhibit "A" (the "**Original Exhibit**") to the Original Contract, is hereby replaced and superseded by Drawing No. 82979A-G, dated 02/25/2022, marked **Exhibit "A"**, attached hereto and incorporated herein by this reference. Effective immediately, any references in the Original Contract to the Original Exhibit or the track and/or real property located thereon shall refer to **Exhibit "A"** attached hereto and the track and/or real property described or depicted thereon.
  - 1.2 For the avoidance of doubt, references in the Original Contract and Original Exhibit to:
    - 1.2.1 the Track between letters A – B shall mean the "**Railroad Track**" shown heavy solid and described as "Railroad Track" on **Exhibit "A"** attached hereto.
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