

FOURTH AMENDMENT TO TRACK LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TRACK LEASE AGREEMENT (hereinafter “**Amendment**”) is entered into on this ____ day of _____ 2020, and effective as of August 16, 2020 (hereinafter “**Effective Date**”) by and between WEBER COUNTY, a body politic, corporate and political subdivision of the State of Utah (hereinafter “**County**” or “**Lessor**”) and UTAH CENTRAL RAILWAY COMPANY, LLC, a Delaware limited liability company and successor to the UTAH CENTRAL RAILWAY COMPANY, INC., a Utah Corporation (hereinafter “**Lessee**” and, together with County or Lessor, the “**Parties**”).

WHEREAS, the Parties entered into a certain Track Lease Agreement (hereinafter “**Agreement**”), dated August 12, 2008, whereby the Lessor agreed to lease tracks in its facility located at 867 W. Wilson Lane (hereinafter the “**Leased Track**”) to Lessee for the purposes, and upon the terms and conditions, set forth therein; and

WHEREAS, the Parties entered into a First Amendment to the Track Lease Agreement, dated August 17, 2010, whereby the Parties amended the Agreement to permit the Union Station Foundation’s use of 420 feet of the Leased Track; and

WHEREAS, the Parties entered into a Second Amendment to Agreement, dated October 2015, whereby the Parties agreed to amend the Agreement to permit the Union Station Foundation’s use of 140 feet of the Leased Track for an additional five (5) years through August 15, 2020; and

WHEREAS, the Parties entered into a Third Amendment to the Track Lease Agreement, dated October 16, 2018, whereby the Parties agreed to amend the Agreement to alter the rate calculation and establish access and safety parameters as it pertained to a portion of the Leased Track located adjacent to a public use area; and

WHEREAS, the Parties desire to again amend the Agreement to permit the Union Station Foundation’s continued use of the Leased Tracks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and the mutual benefit that will inure to them, the Parties agree as follows:

1. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:
 1. *Track Lease: Lessee hereby leases from Lessor and Lessor hereby leases to Lessee tracks in Lessor’s facility located at 867 W. Wilson Lane and depicted on Exhibit A attached hereto (the “Leased Track”), for the purpose of storage of railcars and loading of non-hazardous materials from trucks to those railcars.*

Lessee may also allow the Union Station Foundation to utilize track, in a non-exclusive manner, for a maximum of three (3) railroad cars or approximately 140 feet. The Lessor agrees that it will not charge Lessee for the use of the track by the Union Station Foundation as long as Lessee does not charge the Union Station Foundation for such use.

Lessee shall be permitted to allow the Union Station Foundation to utilize track effective August 16, 2020 and continuing through August 15, 2021. This term may be renewed for an additional five (5) year period upon written agreement of the Parties.

All other provisions of the Agreement and all sums due and owing under the remaining provisions of the Agreement shall remain in full force and effect as if set forth herein at length.

IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to execute this agreement, effective as of the Effective Date.

**UTAH CENTRAL RAILWAY
COMPANY, LLC**

WEBER COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____