FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT ("**Fourth Amendment**") is dated to be effective June 1, 2022 ("**Effective Date**"), by and between **Gary L. Ibach Testamentary Trust, Pinnacle Bank Trustee** ("**Lessor**") and **BNSF Railway Company**, a Delaware corporation ("**Lessee**").

RECITALS:

A. William P. and Evelyn M. Winter (collectively "**Original Lessor**") and Burlington Northern Railroad Company ("**Original Lessee**") entered into that certain Lease Agreement dated June 1, 1987 ("**Original Lease**"), under which Original Lessor demised to Original Lessee the 4.65 acres of land in Custer County, Nebraska described in the Original Lease ("**Premises**").

B. Gary L. Ibach ("Ibach"), successor-in-interest to Original Lessor, and The Burlington Northern and Santa Fe Railway Company ("Railway"), successor-in-interest to Original Lessee, entered into that certain Extension Agreement dated May 31, 1997 ("**Extension Agreement**") in which, amongst other things, the parties extended the Lease Term.

C. Ibach and Lessee, successor-in-interest to Railway, entered into that certain First Amendment to Lease dated to be effective as of May 31, 2007 ("**First Amendment**"), that certain Second Amendment to Lease dated to be effective as of May 31, 2012 ("**Second Amendment**"), and that certain Third Amendment to Lease dated to be effective as of June 1, 2017 ("**Third Amendment**").

D. The Original Lease, as modified by the provisions of the Extension Agreement, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment shall be referred to as the "**Lease**".

E. The Lease is scheduled to expire by lapse of time on May 31, 2022.

F. Lessor, as successor-in-interest to Ibach, and Lessee desire to amend the terms of the Lease as provided below.

AGREEMENTS:

In consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiently of which are hereby acknowledged, the parties agree as follows:

1. **Extension of Lease Term**. The Term of the Lease shall be extended for a period of five (5) years, commencing on June 1, 2022 and expiring on May 31, 2027 ("**Fifth Renewal Term**"), upon the same terms and conditions as set forth in the Lease, unless sooner terminated as provided therein.

2. **Additional Options to Extend.** Upon expiration of the Fifth Renewal Term, Lease will automatically renew and extend, under the same terms and conditions as set forth in the Lease, for a period of five (5) years ("**Sixth Renewal Term**") unless Lessee provides written notice of its intent not to renew at least ninety (90) days prior the end of the Fifth Renewal Term.

3. **Rent**. During the Fifth Renewal Term, Lessee shall pay to Lessor an amount equal to One Thousand, Three Hundred Forty-two Dollars and 00/100 ($1,342.00) per year, effective on June 1, 2022. If the Lease is further extended for the Sixth Renewal Term, Lessee shall pay to Lessor an amount equal to One Thousand, Four Hundred Seventy-six Dollars and 20/100 ($1,476.20) per year, effective on June 1, 2027.

4. **Notice**. As of the Effective Date, the Lease shall be amended to reflect that addresses for purposes of notice under the Lease shall be as follows:

If to Lessor:	Gary L. Ibach Testamentary Trust, Pinnacle Bank Trustee P.O. Box 1585 Columbus, NE 68602
Lessee:	BNSF Railway Company c/o JLL 4200 Buckingham Road, Suite 110 Fort Worth, TX 76155 Attn.: Facility Leases Analyst
With a copy to:	BNSF Railway Company 2650 Lou Menk Drive Fort Worth, TX 76131 Attn.: Corporate Real Estate

5. **Ratification**. Except as expressly modified by this Fourth Amendment, all other terms and conditions of the Lease are hereby ratified and affirmed and remain in full force and effect. This Fourth Amendment, upon execution, constitutes a part of the Lease. All capitalized terms in this Fourth Amendment shall have the same meaning as given in the Lease unless otherwise specifically defined herein. However, where any terms and provisions of this Fourth Amendment conflict or are inconsistent with the Lease, then the terms and provisions of this Fourth Amendment shall govern, control and prevail.

6. **Miscellaneous**. This Fourth Amendment (a) shall be binding upon and inure to the benefit of Lessor and Lessee and their respective legal representatives, successors and assigns; (b) may be modified or amended only by a writing signed by each party hereto; and (c) may be executed in multiple counterparts (including electronically signed and/or scanned counterparts), each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents.

7. **Authority**. Lessor and Lessee warrant and represent to each other that the person(s) executing this Fourth Amendment on behalf of Lessor and Lessee have the full legal power, right, and actual authority to bind Lessor, or Lessee, and no permission, approval, or consent by third parties or governments authorities is required for each to consummate this Fourth Amendment and perform under the Lease. If Lessor does not have authority as stated above, then Lessor specifically indemnifies Lessee from any and all claims relating to Lessor's authority to enter into this Fourth Amendment.

[signature page follows]

IN WITNESS WHEREOF, executed by each party as of the date set forth below each party's signature, to be effective, however, as of the Effective Date set forth above.

LESSOR:

Gary L. Ibach Testamentary Trust,
Pinnacle Bank Trustee

By _____

Name Pat Garrett

Title Vice President/trust officer

Date 11/15/2021

LESSEE:

BNSF Railway Company,
a Delaware corporation

By _____
Blaine Bilderback
Director, Corporate Real Estate

Date 11/30/2021