



STEVE M. ANDERSON
Vice President Engineering

BNSF Railway
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July 14, 2015

Mr. Stephen E. Matty
City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

RE: Master Relocation Agreement between BNSF Railway Company and City of La Crosse

Dear Mr. Matty:

As you know, the Master Relocation Agreement ("Agreement") between BNSF Railway Company ("BNSF") and the City of La Crosse ("City") calls for payment by BNSF to the City of an Incentive Payment in the amount of \$830,365.00 in connection with timely Completion of the City Relocation Work, as those terms (and other capitalized terms used in this letter) are defined in the Agreement.

The Incentive Payment is to be paid to the City in two installments following the completion of certain conditions specified in the Agreement. The Agreement originally called for BNSF and the City to enter into a separate Escrow Agreement, and for BNSF to deposit funds in the amount of the Incentive Payment into an Escrow Account to be held by a third party Escrow Agent. However, given the progress of the City Relocation Work, the parties now would like to avoid the expense and complication of the escrow arrangement called for under the Agreement, and instead would like to have BNSF make the Incentive Payment directly to the City. Accordingly, notwithstanding anything to the contrary set forth in the Agreement, the parties agree that the Incentive Payment will be payable by BNSF to the City as set forth herein.

BNSF and the City agree and acknowledge that the conditions required under the Agreement for payment by BNSF of the Initial Installment have been satisfied. Within thirty (30) days after the mutual execution of this letter agreement, BNSF will pay to the City by wire transfer the Initial Installment in the amount of \$415,000 to the City's account in accordance with the following wiring instructions previously provided to BNSF by the City:

BANK: STATE BANK FINANCIAL
ABA #: 091800316
ACCOUNT #: 152-354
ACCOUNT TI: CITY OF LA CROSSE – INCOMING WIRES

BNSF and the City further agree and acknowledge that certain of the conditions required under the Agreement for payment by BNSF of the Final Installment remain unsatisfied. BNSF and the City agree to continue working diligently and in good faith towards full satisfaction of all such conditions, and agree that within thirty (30) days after the satisfaction of all such conditions BNSF will pay to the City by wire transfer the Final Installment in the amount of \$415,365. Except as expressly modified by this letter agreement, the Agreement remains unchanged and in full force and effect.

If these terms and conditions are acceptable to the City, please countersign this letter agreement in the space provided below and return it to me.

Sincerely,

BNSF Railway Company

Steve Anderson
VP Engineering

Agreed and acknowledged this _____ day of July, 2015

CITY OF LA CROSSE, WISCONSIN

By: _____
Stephen E. Matty
City Attorney