

Wisconsin Central Group



An ad hoc Rail Freight Stakeholders Coalition

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2011-2012 SUBSCRIPTION AGREEMENT FOR THE Wisconsin Central Group

Purpose of This Subscription, Funded Activity.

1. Wisconsin Central Group (“WCGroup”) is an *ad hoc* rail freight shippers coalition. The purpose of this subscription is to fund the functions set forth in this Agreement and the Wisconsin Central Group's Agenda (“Our Goal – Mr. Tellier's Plan” and as more fully detailed by the Wisconsin Central Group's Steering Committee) and carried out at the direction and under the supervision of the Steering Committee.

Subscribers and Contributors; Steering Committee.

2. A “Subscriber” under this Agreement means a person or entity that remits a minimum payment of \$10,000 to fund the WCGroup's Agenda. Each Subscriber is entitled to participate in activities of the Steering Committee and to designate a representative who shall be entitled to cast one vote in any vote taken by the Steering Committee including, but not limited to, supervision and direction of the WCGroup's Agenda and all aspects of the governance of WCGroup's activity.

3. A “Contributor” under this Agreement means a person or entity that remits a minimum payment of \$2,500 to fund the WCGroup's Agenda. The Contributor shall pay any contribution up to \$10,000 enclosed with the initial remittance. If the Contributor desires to contribute more than \$10,000, the WCGroup will invoice the Contributor for the excess in the same manner as Subscribers. Each Contributor is entitled to participate in the activities and deliberations of the Steering Committee including, but not limited to, discussions and deliberations related to supervision and direction of the WCGroup's Agenda.

Agreement to Provide Services.

4. DeWitt Ross & Stevens s.c. (“DeWitt”), subject to the subscription and/or contribution of sufficient funds to carry out the purposes of the WCGroup's Agenda, agrees to provide the personal services of John Duncan Varda and/or other qualified attorney or attorneys and qualified staff and/or independent contractors to provide the services and carry out functions assigned in this Agreement and, as directed by the Steering Committee, the WCGroup's Agenda.

Under the auspices of: Wisconsin Paper Council, Wisconsin Manufacturers & Commerce, and Michigan Forest Products Council

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Itemized Invoices for Services and Disbursements.

5. DeWitt shall provide to each Subscriber, addressed to the Subscriber's designated representative, via either U.S. Mail, express, or e-mail, monthly (unless the accrued charges for a given month are nominal), an itemized invoice for services rendered and disbursements accrued, together with an itemized statement of receipts from Subscribers and Contributors and application of such funds to qualified invoices, pursuant to this Agreement.

6. Dewitt is authorized to apply from the WCGroup's funds held in the DeWitt Trust Account, an amount sufficient to satisfy such an invoice; provided, however, no funds shall be withdrawn from the DeWitt Trust Account to satisfy such an invoice until 10 days have elapsed from the date of forwarding such invoice to the Subscribers. If, during that 10-day period, a Subscriber advises DeWitt that the Subscriber disagrees with or disputes any part of the invoice, funds to satisfy that part of the invoice shall be retained in the DeWitt Trust Account until DeWitt and the Exploratory Committee agree on a resolution.

7. Fees for services shall be invoiced at the attorney's or other person's customary hourly rate or per diem, if applicable. Disbursements for out-of-pocket expenses shall be invoiced at cost and expenses for internal items, at the customary charge therefor, predicated on a reasonable approximation of DeWitt's fully allocated cost for such disbursement items or comparable market rate, whichever is less.

Application of Funds Held in Trust Account.

8. Funds received from Subscribers and Contributors shall be deposited in the Dewitt Trust Account until withdrawal is authorized as provided in this Agreement.

9. Funds withdrawn to satisfy each qualified invoice shall be deemed drawn from funds available, as of the date of the invoice, from each Subscriber and Contributor pro rata, based on the total number of Subscribers and Contributors. To the extent funds available from any Subscriber or Contributor become exhausted, funds necessary to satisfy the invoice shall be deemed drawn from remaining funds available pro rata based on the total number of Subscribers and Contributors who provided the remaining funds. In the event that there are insufficient funds available to fully satisfy each qualified invoice, when and if such funds do become available, the method of payment shall be as prescribed by the Steering Committee.

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Invoices to Subscribers and Contributors for Pledged Amounts.

10. Dewitt is authorized to invoice Subscribers and Contributors for payment of all or a portion of pledged amounts in excess of their initial remittance, upon consultation with the Subscriber members of the Steering Committee and provided such invoices are issued, to the extent pledged amounts remain unpaid, equally to all Subscribers and Contributors.

Return or Roll-Over of Excess Funds.

11. Upon completion of the tasks set forth in the WCGroup's Agenda (as may be amended by the Steering Committee), the WCGroup's funds then remaining in the DeWitt Trust Account, which were subscribed pursuant to this Agreement, shall be returned to the respective Subscribers or Contributors, unless the Subscriber or Contributor directs Dewitt to roll-over such funds into another subscription fund or corporate account, or directs some other lawful disposition of such funds.

Right of Independent Action Preserved.

12. Each Subscriber's and Contributor's right of independent action including, but not limited to, actions inconsistent or adverse to actions or positions of the WCGroup is preserved and may be exercised at any time.

Attorney-Client Relationship, When and How Created.

13. Entry into this Agreement, in and of itself, does **not** create an attorney-client relationship between a Subscriber or Contributor and either DeWitt or any attorney employed by DeWitt. An attorney-client relationship does exist between DeWitt and WCGroup. One or more, and possibly many, of the participants in the Steering Committee and Subscribers and Contributors may have otherwise established attorney-client relationships with DeWitt. In the course of the activities of the WCGroup or projects endorsed or promoted through the WCGroup, specific attorney-client relationships may be established between Dewitt and one or more of the WCGroup's participants or members, individually or jointly; provided, however, no such attorney-client relationship shall be established except in writing and without prejudice to the interests of the WCGroup.

Potential Conflicts, Conflict Avoidance.

14. DeWitt shall endeavor to identify potential conflicts of interest that may arise between or among the WCGroup, the WCGroup's Subscribers, and other DeWitt clients and shall report such potential conflicts to the interested parties. The Subscribers authorize the Steering Committee to waive such conflicts or potential conflicts between the WCGroup and other clients of DeWitt, upon the advice of

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independent counsel, if it is feasible and reasonable to do so, and subject to such reasonable conditions as may be appropriate to protect the interests of the WCGroup. Subscribers who are otherwise clients of DeWitt agree to waive such conflicts or potential conflicts between or among them, the WCGroup, other WCGroup Subscribers, and/or other clients of DeWitt, upon the advice of independent counsel, if it is feasible and reasonable to do so, and subject to such reasonable conditions as may be appropriate to protect their respective interests.

Confidentiality, Generally; Attorney-Client Privilege.

15. Subscribers and Contributors agree to endeavor to maintain in confidence, among themselves in the customary manner of maintaining the confidentiality of sensitive, proprietary business information, communications and documents created by or for the WCGroup or in conjunction with activities by or on behalf of the WCGroup, the disclosure of which would tend to undermine or diminish the effectiveness of the WCGroup and/or initiatives or projects endorsed or promoted by the WCGroup. These include, but are not limited to, the WCGroup's budgets, compiled membership lists, and the password to and documents posted only on the "members only" section of the WCGroup's website or otherwise designated as confidential to the WCGroup.

16. DeWitt shall endeavor to identify to the WCGroup's participants which communications, documents and subject matters are deemed sensitive and subject to the confidentiality provision of this Agreement and/or which are subject to attorney-client privilege and which attorney-client relationship applies.

Antitrust.

17. DeWitt shall provide for the invocation of the WCGroup's Antitrust Guidelines at the outset of every meeting and shall endeavor to monitor such meetings and documents created and communications which occur for or on behalf of the WCGroup or in conjunction with its activities, for potential deviations from the WCGroup's Antitrust Guidelines. DeWitt shall report substantive violations or deviations from the Guidelines to the Steering Committee and/or the appropriate officer of any WCGroup Subscriber or participant who is involved.