RECITALS

WHEREAS, SRL has engaged Michael Best to represent SRL in connection with matters relative to the reapportionment of the Wisconsin Legislature and Congressional Districts (the "Representation") evidenced by that certain engagement letter to the Leader of the Senate Republicans dated August 5, 2009 (the "Engagement Letter"); and

WHEREAS, SRL is obligated under the Engagement Letter to make monthly deposits of funds to satisfy invoices for legal services, consultant services and other costs from time to time; and

WHEREAS, Michael Best has agreed to serve as escrow agent with respect to the trust account created pursuant to this Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Monthly Retainer and Trust Account. On or before August 15, 2009 and on the fifteenth day of each month thereafter through and including the last month prior to closing this matter ("Final Month"), SRL shall pay Michael Best a monthly retainer at the rate of One Hundred Thousand dollars ($100,000) (the "Monthly Retainer"). Each Monthly Retainer shall be deposited into an interest-bearing trust account maintained by Michael Best (the "SRL Special Trust Account") pursuant to this Agreement. SRL shall be responsible for any cost to establish, maintain, administer and close the SRL Special Trust Account (the "Account Costs"), which Account Costs may be paid on a periodic basis from the SRL Special Trust Account by Michael Best. Interest on funds deposited in the SRL Special Trust Account shall accrue to the benefit of SRL and be maintained in the SRL Special Trust Account along with accumulated Monthly Retainers, and the aggregate shall be available for payment of the Account Costs and invoices. Michael Best will withdraw from the SRL Special Trust Account amounts sufficient to satisfy invoices pursuant to the terms of this Agreement.

2. Minimum Required Balance. At no time after September 1, 2010 shall the balance in the SRL Special Trust Account fall below Two Hundred Fifty Thousand dollars ($250,000) (the "Account Minimum"). If at anytime the balance in the SRL Special Trust Account falls below the Account Minimum, then SRL shall immediately upon notice and request make payment to Michael Best for deposit in the SRL Special Trust Account the amount necessary to maintain the Account Minimum in the Trust Account. This requirement to maintain the Account Minimum shall be in addition to the requirement to pay the Monthly Retainer through the Final Month.

3. Payment of Invoices. Invoices from all parties providing services to SRL shall be delivered to Michael Best for its review. Each month, Michael Best will accumulate all outstanding invoices from all parties providing services to SRL under the Representation, review each invoice and forward each invoice to SRL. After such review, Michael Best shall either
deliver such invoices to SRL for its review or return the invoice to the originating party with such revisions as Michael Best may recommend. The date on which those invoices are forwarded to SRL will be the Submission Date. SRL shall have a period of fourteen (14) days from the Submission Date to review the invoices, and will then indicate to Michael Best what amounts are to be paid and what amounts are disputed, if any. Michael Best will then cause the payment of such invoices by periodic distributions from the SRL Special Trust Account to the Michael Best Trust Account and will then use the Cost Allocation and the Fee Allocation as appropriate in amounts sufficient to cover the approved portion of the invoices, subject in all respects to availability of funds. Amounts in dispute will not be paid until such time as the dispute is resolved. In the event that an invoice is neither approved or disapproved by SRL within twenty-one (21) days of the Submission Date, then the invoice shall be deemed approved, and Michael Best may pay such invoices pursuant to this Section 3.

4. Responsibility for Payment. Michael Best will continue to accumulate each Monthly Retainer in the SRL Special Trust Account and make such distributions or payment of invoices as provided in this Agreement. The parties understand that the majority of legal services are expected to be performed during 2011 and 2012. The parties further acknowledge and agree that all fees and costs related to the Representation are the sole and exclusive responsibility of SRL. The deposits into or the balances maintained in the SRL Special Trust Account are not a cap on the amount of fees charged for legal services or other fees, costs and expenses, but rather are a convenience to SRL and are an additional assurance of payment of such fees and costs related to the Representation.

5. Return of SRL Special Trust Account Balance. All amounts remaining in the SRL Special Trust Account not necessary for payment of outstanding and anticipated invoices related to the Representation shall be returned to SRL within sixty (60) days of the conclusion or termination of the Representation.

6. Interest on Balances Maintained in SRL Special Trust Account. The SRL Special Trust Account will be maintained at US Bank or other bank approved by SRL in accordance with US Bank's Premium Smart Money savings product or where product approved by SRL. Interest paid on balances maintained in the SRL Special Trust Account shall be as provided by the designated or approved savings product.

7. Duties of Michael Best; Indemnity. The duties assumed by Michael Best under this Agreement include only those specifically described in this Agreement and Michael Best is not obligated to act except in accordance with the terms and conditions of this Agreement. It is further agreed by the parties hereto that Michael Best assumes no responsibility to SRL or to any other person except as specifically provided in this Agreement or as required by any Supreme Court Rule respecting the maintenance or operation of any client trust account. SRL shall indemnify Michael Best for any claims related to the receipt, allocation or payment of the Monthly Retainer or any other monies paid by SRL to Michael Best for use in connection with the Representation.

8. Notices. Any notice required or permitted to be given shall be given by telefax, e-mail, U.S. mail or hand-delivery, addressed as provided below. Each such notice shall be considered delivered the same day if given by telefax, e-mail, or hand-delivery, or by the second business day if by U.S. mail. Such notices shall be made as follows:
9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin and without any reference to any rules of construction regarding the party responsible for the drafting hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

SENATE REPUBLICAN LEADERSHIP

By: Scott L. Fitzgerald
Leader of Senate Republicans

MICHAEL BEST & FRIEDRICH LLP

By: James R. Troupis