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April 11, 2011

Professor Ronald Gaddie
University of Oklahoma
Department of Political Science
Norman, OK 73019

Re: Consulting Services Agreement

Dear Professor Gaddie:

Michael Best & Friedrich LLP ("MB&F") is currently engaged to represent the Wisconsin State Senate, by its Majority Leader Scott L. Fitzgerald ("Senate") and the Wisconsin State Assembly, by its Speaker Jeff Fitzgerald ("Assembly"), in connection with matters relating to the reapportionment of the Wisconsin Senate, Assembly and Congressional Districts arising out of the 2010 census (the "Representation"). We are pleased to confirm your retention to serve as a consultant to MB&F in connection with the Representation. This correspondence will serve as the agreement (the "Agreement") with you to provide the services described herein.

SCOPE OF ENGAGEMENT AND EXPECTATIONS

As a consultant to MB&F in connection with the Representation, we expect your duties to include service as an independent advisor on the appropriate racial and/or political make-up of legislative and congressional districts in Wisconsin. This will include, in part, providing advice based on certain statistical and demographic information and on election data or information. These consulting services may include, as well, testifying on the results of your work.

All work performed by you in connection with the Representation shall be for the sole purpose of assisting MB&F in rendering legal advice to the Senate and Assembly. Said work contemplates services of a character and quality that are adjunct to our services as lawyers and you shall perform said work at our direction. Accordingly, all communications between you and MB&F, as well as communications with the Senate and Assembly, and work performed by you in connection with the Representation, shall be confidential and made solely for the purpose of assisting counsel in rendering legal advice.

You will not discuss with or otherwise disclose to anyone, or with any entity, other than MB&F and the Senate or Assembly, without our written authorization, the nature or content of any oral or written communications or of any information or work performed related to the Representation. You will not disclose or permit inspection of any papers or documents related to the Representation without our written authorization in advance. All work papers, records or other documents or other things regardless of their nature and the source from which they emanate, which are related to the Representation, shall be held by you solely for our convenience and subject to our own qualified right to instruct you with respect to possession and control. Any work papers or materials prepared by you, or under your direction, belong to

michaelbest.com



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If you agree with the terms of this Agreement, please sign in the space provided below and return an executed copy to us. An additional copy has been provided for your records. We look forward to a mutually satisfying project.

Sincerely,

MICHAEL BEST & FRIEDRICH LLP

A handwritten signature in cursive script, appearing to read "Eric M. McLeod".

Eric M. McLeod

TERMS OF ENGAGEMENT ACKNOWLEDGED AND AGREED TO
this 11 day of April, 2011.

A handwritten signature in cursive script, appearing to read "Ronald Gaddie".

Prof. Ronald Gaddie

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