



Moose Consortium Project 125

CONSORTIUM AGREEMENT

2 October, 2015

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THIS AGREEMENT is made on 2 October, 2015, **AMONGST:**

Moose Consortium Inc., a corporation governed by the laws of Canada (“**Moose Consortium Inc.**”)

- and -

Each Person listed on Schedule A: Members of Moose Consortium Project 125 (the “**Members**”, which term includes Moose Consortium Inc.)

RECITAL:

The parties have entered into this Agreement to record their agreement as to their dealings with each other in connection with “Moose Consortium Project 125”.

THE PARTIES agree as follows:

Article 1

DEFINITIONS

1.1 Definitions

Whenever used in this Agreement, the following words and terms have the following meanings:

“**Agreement**” means this Consortium Agreement, including all schedules and all amendments or restatements, and references to “Article” or “Section” mean the specified Articles or Sections of this Agreement.

“**Consortium**” means the Members, collectively.

“**Including**” or “**includes**” as used in this Agreement means “including (or includes) without limitation”.

“**Member**” means each party to this Agreement.

Article 2

BUSINESS ENTITIES AND THEIR GENERAL RELATIONSHIPS

2.1 Moose Consortium Project 125

(i) The Members hereby form a consortium with a mandate to undertake “Project 125”, which involves the following:

(ii) The Members will assemble the information needed to back a comprehensive investor prospectus towards development and operation of a 400-km private sector passenger railway system on existing railway corridors throughout Canada's Greater National Capital Region in a manner that will lead to real property value increases within an easy walk of access platforms.

(iii) The existing railway corridors of interest in Project 125 run through central Ottawa and Gatineau, and extend to six semi-rural towns of the region:

Smiths Falls ON—Ottawa ON—Gatineau QC—La Pêche (Wakefield) QC;
Arnprior ON—Ottawa ON—Gatineau QC—Montebello QC;
Alexandria ON—Ottawa ON—Bristol QC.

(iv) Project 125 is based upon a business strategy and a non-patentable set of business methods named the "Property-Powered Rail" (“PPR”) Open Market Development Model, which has been described by The Opman Company in documentation generally circulated online on free/libre/open terms under the Creative Commons Attribution 4.0 International Copyright License (CC BY 4.0). The principal author of PPR, Joseph Potvin, is the founding “Operations Manager” of the Opman Company, and also the Opman Company provides Mr. Potvin's services in the role of founding “President and General Manager” of Mobility Ottawa-Outaouais: Systems & Enterprises Inc., and as founder of Moose Consortium Inc. The PPR employs a railway financing strategy that was previously common in this industry between the 1850s and 1950s, and also engages certain organizational methods typical of commercial free/libre/open source initiatives since the 1990s.

(v) As per the PPR, real value added will be obtained by turning unconnected sets of properties into a single network of Linked Localities (potentially including retail, office, condos, rentals, owner-occupied, recreational, rural and industrial zones). Passenger railway services will be provided to each participating locality in exchange for a monthly “train stopping fee” which is a formula-based proportion of the measured and independently verifiable uplift in realized property revenues (marginal increase in leases, rents) and capital gains (marginal increase in sales closed in the period) that are directly attributable to the railway service. Funds assembled through a Special Purpose Vehicle (Moose Consortium Inc.) will be used for systems development, operations, debt servicing, and the investment earnings of the Members.

(vi) A phased development schedule for the Project 125 will be jointly maintained by the Members, through to full metropolitan-scale passenger railway operations throughout

Canada's Greater National Capital Region. The scope of this Agreement extends to two initial phases, including:

Phase 1(a) which consists of preliminary research, feasibility, planning and Class D estimates. Phase 1(a) will result in an Investor Prospectus to inform decisions as to whether it is worthwhile to proceed to Phase 1(b);

Phase 1(b), if it proceeds, which would consist of expanded research, feasibility, planning, and Class C estimates. Phase 1(b) will result in an Investor Prospectus to inform decisions as to whether it is worthwhile to proceed to Phase 2;

Phase 2, if it proceeds, which would consist of complete system and development plans, financial and insurance agreements, authorizations including CTA certificate(s) of fitness, MOUs with core infrastructure stakeholders, and public relations/marketing.

(vii) Neither the Consortium nor Project 125 is a partnership or joint venture. Each Member confirms that in the performance of its obligations under this Agreement, it will not perform any act or make any representation to any person to the effect that it, or any of its agents, representatives or employees, is the agent for any other Member. This Agreement does not create any partnership or agency relationship between the Members.

(viii) If the Consortium proceeds to the next stage, each Member shall have a limited first right of refusal on work germane to Phase 1(b) which logically follows from their Statement of Work described for Phase 1(a). Uncertainties about the application of this provision will be resolved by the Coordinator, whose decision will be final.

2.2 Moose Consortium Inc.

(i) Moose Consortium Inc. is a federally incorporated corporation, structured and managed to establish and facilitate development and operations of the Consortium and related activities.

(ii) Moose Consortium Inc. provides various services to the Consortium including acting as the Coordinator, providing a conditional licensing of one or more business names that it owns (the terms of which licenses are to be set out in separate agreements) and its related trade-marks, copyrights and stakeholder goodwill developed since 2010.

(iii) Any Member may hold part or all of the equity of Moose Consortium Inc. There is no requirement for a Member to hold any equity in Moose Consortium Inc.

2.3 Consortium Coordinator

(i) Moose Consortium Inc. will serve as the inaugural Coordinator of the Consortium (the "Coordinator"). The Coordinator role can be re-assigned to any other Member of the Consortium at any time, for a specified period or indeterminately, as per the amendment clause of this Agreement.

(ii) The Coordinator provides systems coordination, development strategy, financing arrangements, market insight, business opportunity identification, and cultivation of stakeholder goodwill.

(iii) The Coordinator is not entitled to represent, or to hold itself out as representing or signing on behalf of any Member, and may not act as agent of or bind any Member except with such Member's express written consent.

Article 3

APPORTIONMENTS

3.1 Apportionment of Resourcing and Responsibility

(i) In exchange for an unsecured promissory note issued by the Coordinator in the form attached as Schedule B, and for the purpose of obtaining the business benefits that participation in the Consortium provides, this Agreement hereby expresses each Member's commitment to undertake the activities set out in a Statement of Work in the form of Schedule C as agreed to by such Member and the Coordinator (which Statement of Work in respect of each Member may be amended or replaced from time to time with the consent of the Member and the Coordinator), which shall be accounted for at the normal market value the Member has previously been paid for similar work. That commitment is referred to as the particular Member's "Apportionment".

(ii) All Members' Apportionments in aggregate comprise the Consortium's operations.

(iii) The Coordinator will entrust the Member who is a party to a Statement of Work with the competent provision of its specified Apportionment.

(iv) No Member is obligated to undertake any other commitment of resources or responsibilities, whether in kind, in cash or otherwise, towards the objectives of the Consortium, except as expressly agreed by such Member.

(v) The activities described in Schedule C shall be completed before a promissory note will be issued by Moose Consortium Inc. towards that work, and before fee-based work can be allocated to that Member as part of Phase 1(b).

(vi) The number and financial value of promissory notes issued to each Member shall be decided by a vote representing at least 3/5ths (60%) of the Members.

3.2 In-Kind Apportionment

(i) A Member may agree to an Apportionment in the form of services or property to assist in furthering Consortium operations.

(ii) The terms on which such contributions are made will be agreed to by the Coordinator and the applicable Member.

(iii) Each Member retains ownership of their respective title to any copyright, moral right, industrial design, patent or trademark assets, and each also commits to respect the intellectual rights of all other Members.

(iv) Terms and conditions associated with the Member's Apportionment are provided in the Member's Statement of Work.

3.3 Cash Apportionment

(i) A Member may agree to an Apportionment in the form of cash towards the funding of general activities and expenses of the Consortium's operations.

(ii) The amount of any cash Apportionment may be deposited with the Coordinator or retained by the contributing Member pending disbursement, as agreed to by the contributing Member and the Coordinator.

(iii) The Coordinator will apply, or facilitate the application by the contributing Member of, the contributed financial amounts to the carrying out of the Consortium's operations, subject to any requirements or restrictions agreed to with the contributing Member.

Article 4

WITHDRAWAL; TERMINATION; ADDITIONAL MEMBERS

4.1 Withdrawal

(i) Any Member may, by notice to the Coordinator, withdraw from the Consortium and terminate its responsibility for its Apportionment. Due to mutual dependencies amongst the Members as a group, and their Apportionments as a set, each Member agrees to provide no less than 3 months' written notice to the Coordinator before terminating responsibility for its Apportionment, unless otherwise agreed in writing.

(ii) The Coordinator may terminate any Member and its related Apportionment on seven days' written notice to the Member.

(iii) A Member that is withdrawing or that is being terminated hereby agrees to respectfully and responsibly negotiate procedures for withdrawing and terminating its Apportionment in order to avoid unnecessary disturbances to the Coordinator and the remaining Members.

(iv) A withdrawing or terminated Member is not entitled to the return of any cash or property contributed to the Consortium unless otherwise agreed in writing between the Member and the Coordinator. The value of a withdrawing or terminated Member's investment of effort and resources prior to termination is accounted for via the promissory note provided to the Member.

(v) Upon the withdrawal or termination of a Member, such Member is deemed no longer to be a party to this Agreement; however the non-disclosure commitments made whilst party to this Agreement survive.

4.2 Assignment

(i) No Member may transfer any of the rights or obligations established under this Agreement to any other person except with the consent of the Coordinator. No such transfer is effective until the Coordinator accepts a counterparty signature page to this Agreement duly signed by the transferee, upon which the transferee will become a Member and the transferor will no longer be a Member and will no longer be deemed to be a party to this Agreement.

4.3 New Members

(i) The Coordinator may admit one or more new Members at its discretion. However, if all or part of the Apportionment of the newly proposed Member would substantially constrain or duplicate the undertaking or outcomes of the Apportionment of an existing Member, the approval of that existing Member is required for the admission of the new Member.

(ii) A person becomes a Member upon acceptance by the Coordinator of a counterparty signature page to this Agreement duly signed by such new Member.

Article 5

GENERAL NON-DISCLOSURE OF CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

5.1 Confidentiality

(i) Communication amongst Members sometimes includes the mutual exchange of information that is confidential (“Confidential Information”) and/or proprietary (“Proprietary Information”) developed by each Member through the investment of time, expense and effort.

(ii) Confidential Information and/or Proprietary Information derives its actual or potential value from not being generally known or readily ascertainable within a given context.

(III) No license or conveyance of any rights to use of the Confidential Information and/or Proprietary Information contained in communications amongst the Members (including opportunities, strategies, plans, improvements, direct extensions, and/or derivative ideas, products or services) is granted or implied by the mutual disclosure or furnishing of the Confidential Information and/or Proprietary Information to the other Member(s) unless and until this limitation is superseded by another signed agreement.

(IV) No Member may, without the consent of the Coordinator, directly or indirectly communicate or disclose to any person other than the other parties to this Agreement and their colleagues, employees, employers, partners, agents, advisors, affiliates and representatives any Confidential Information and/or Proprietary Information relating to or concerning the property, business and affairs of the Consortium, except:

(v) information that the Coordinator has agreed to distribute beyond Members;

(vi) information that is or becomes generally available to the public (other than by disclosure by such Member or its colleagues, employees, employers, partners, agents, advisors, affiliates and representatives contrary to this Section); or

(vii) information that is required to be disclosed by law or by the applicable regulations or policies of any regulatory agency of a competent jurisdiction or any securities or stock exchange.

(viii) Members commit to take reasonable precautions to protect the value of any Confidential Information and/or Proprietary Information that is exchanged in their mutual written and oral communications. They will limit disclosure or access to Confidential Information and/or Proprietary Information only to those amongst their colleagues, employees, employers, partners, agents, advisors, affiliates, representatives or stakeholders who need to know the Confidential Information or Proprietary Information for their organization's pursuit of Project 125.

(ix) Exclusive advance access to information that identifies specific real property market opportunities created by Project 125 is restricted in order to facilitate a first-in market advantage to Members.

(x) The Coordinator may agree in writing to publish information about specific properties in order to cultivate market interest, to enhance public awareness, and/or to facilitate open consultation about specific development sites or about general scenarios.

(xi) This mutual non-disclosure commitment will persist in effect until 2 years after the termination of this Agreement. Any information considered confidential and/or proprietary amongst Members that is more than 2 years old from the date of the most recent interaction is no longer considered confidential and/or proprietary, unless specified in writing to be subject to a longer term of non-disclosure. The parties will pro-actively notify each other when information deemed confidential and/or proprietary ceases to be restricted prior to the 2-year period.

(xii) Notwithstanding the abovementioned timelines, Confidential Information and/or Proprietary Information that concerns personal privacy of individuals, clients or business associates shall remain restricted.

(xiii) The existence of this mutual non-disclosure agreement amongst Members is not itself confidential.

Article 6

CERTAIN RULES OF INTERPRETATION

6.1 Jurisdiction

In this Agreement:

(i) Currency - Unless otherwise specified, all financial amounts are denominated in the Canadian dollar.

(ii) Governing Law - This Agreement is a contract made under, governed by and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.

(iii) Severability – Should any provision of this Agreement become invalid, illegal or unenforceable, that provision does not affect the validity of the remaining provisions of the Agreement. The Members will promptly negotiate a valid and practicable provision that fulfils the business purpose of the original provision.

6.2 Notices

(i) Any notice, consent or approval required or permitted to be given in connection with this Agreement (a “Notice”) must be in writing and is sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail or physical address, at the physical address or e-mail address of the applicable Member contained in Schedule A or, if not set out in Schedule A, to the most recent physical address or e-mail address made available by the recipient to the person sending the Notice. A notification issued to a physical address or an email shall be reciprocated by an acknowledgement of receipt by the addressee, except in extenuating circumstances.

(ii) Any Notice delivered or transmitted to a party as provided above is deemed to have been given and received on the day it is delivered or transmitted if it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day, then the Notice is deemed to have been given and received on the next business day. Any party may, from time to time, change its address by giving Notice to the other parties in accordance with the provisions of this Section.

6.3 Amendment

(i) No amendment, supplement, modification or waiver of this Agreement is binding unless, and each such amendment, supplement, modification or waiver is binding on all parties without further action if, approved by the Coordinator and at least 60% of the Members (including the Coordinator).

(ii) If this Agreement is amended without the written consent of all Members, the Coordinator will provide a copy of the amendment (or an amended and restated Agreement incorporating such amendment) forthwith following the effective date of such amendment, to each Member who did not provide its written consent.

Article 7

ACCEPTANCE

7.1 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by electronic means, and all such counterparts together constitute one agreement.

[Signature Pages Follow]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

By: _____
Name:
Title:

SCHEDULE A

MEMBERS OF MOOSE CONSORTIUM PROJECT 125

<i>Name of Member</i>	<i>Address</i>
Moose Consortium Inc.	57 Auriga Drive, Suite 102, Ottawa, ON, K2E 8B2 Attention: Joseph Potvin, Director Email: jpotvin@letsgomoose.com
The Opman Company	1290 Route 105, Chelsea, Québec, J9B 1P4 Attention: Joseph Potvin, Operations Manager Email: jpotvin@opman.ca
Sandelman Software Works Corporation	470 Dawson Ave, OTTAWA, Ontario K1Z 5V7 Attention: Michael Richarson, President Email: mcr@sandelman.ca
Wilson Young and Associates Inc.	10 Castlemore Street Ottawa, Ontario, Canada K2G 6N4 Attention: Ian Garland, President Email: ian@wilson-young.com
Dr. Bill Pomfret Associates	26 Drysdale St. Ottawa, Ontario K2K 3L3 Attention: Bill Pomfret Email: pomfretb@spi5star.com
Limelight Advertising & Design Inc.	32 John Street, Port Hope, Ontario L1A 2Z2 Attention: Peter Gabany Email: peter@limelight.org
Business Model Fulcrum (Lachapelle Business Design Inc.)	87 Westpark Drive, Ottawa, Ontario, K1B 3G4 Attention: Michael Lachapelle, Principal Analyst Email: michael@businessmodelfulcrum.com
REMISZ Consulting Engineers Ltd.	57 Auriga Drive, Suite 102, Ottawa, ON, K2E 8B2 Attention: Wojciech Remisz Email: wojciech.remisz@remisz.com
MTBA Mark Thompson Brandt Architect & Associates Inc.	112 Nelson Street, Studio 102 Ottawa, Canada K1N 7R5 Attention: Mark Brandt, Principal Email: mtb@mtbarch.co

SCHEDULE B

COUNTERPART SIGNATURE PAGE

To: The parties to the Consortium Agreement dated _____, 2015 (the "Agreement") and co-operating as Moose Consortium Project 125.

The undersigned hereby agrees to be a party to and to be bound by all of the provisions of the Agreement applicable to a Member.

DATED _____ .

For each corporation:

Name of Corporation: _____

I have authority to bind the Corporation

Signature: _____

Name:

Title:

Acceptance by Moose Consortium Inc.

For MOOSE CONSORTIUM INC.

I have authority to bind the Corporation

Signature: _____

Name:

Title:

SCHEDULE C

**STATEMENTS OF WORK FOR THE
MOOSE PROJECT 125 PHASE 1(A) WORK APPORTIONMENTS OF THE
MOOSE CONSORTIUM PROJECT 125 MEMBER COMPANIES**

[TEXT for this section is being reviewed as a separate file.]

Name of Member: _____

The Member commits to undertake the following work at its normal market value in exchange for a promissory note issued by Moose Consortium Inc. The Promissory Note is attached as Schedule B.

Coordinator's Note: The following draft texts describe the Statements of Work of the various companies that are prospective signatories of this agreement. Each firm should review its own draft Statement of Work, and those of the other firms, and suggest amendments or signal agreement with this wording.

[Text for each statement of work is being finalized and will be added in shortly...]

In Alphabetical Order:

Limelight Advertising and Design
MTB Architects
REMISZ Consulting Engineers
Dr. Bill Pomfret and Associates
Sandelman Software Works
The Opman Company
Wilson-Young Events Management
Business Model Fulcrum