

401 (K) RETIREMENT PLAN

Company offered 401 (K) Retirement Plan as provided for in Memorandum of Agreement dated August 12, 1991.

"ARTICLE IV - 401(K) RETIREMENT PLAN

Effective January 1, 1992, a 401(K) retirement plan will be offered by the Company consistent with applicable laws. Foremen may elect to participate in the plan, but will not be required to do so. Employees with one (1) year or more service may contribute to the plan by use of payroll deduction, but the employee must be receiving compensation on a position represented by American Railway and Airway Supervisors Association (AR&ASA) in order to be eligible for this plan. In addition, an employee must have a seniority date as a Foreman to be eligible for this Plan.

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and the
AMERICAN RAILWAY AND AIRWAY
SUPERVISORS ASSOCIATION

UP SHARES

Consistent with all applicable laws, the Carrier will offer to all eligible employees covered by this Agreement, the opportunity to participate in the ownership of Union Pacific Corporation through a one-time stock option program called "UP Shares." This opportunity is subject to the following conditions:

1. *"UP Shares" is a voluntary program and employee participation is optional.*
2. *Rules and regulations governing this program are set forth in a brochure which will be available to the employees. The Carrier will also make available questions and answers concerning "UP Shares" to the employees.*
3. *An eligible employee is defined as an employee in active service on April 30, 1998. Active service is defined as performing service or being eligible to perform service for the Carrier. Employees who are out of service for any reason (dismissal, leave of absence, etc.) and therefore ineligible to perform service on April 30, 1998, will be treated as active employees and eligible to participate in the "UP Shares" program if they return to active service prior to the date the option vests and are in active service on the date the option vests.*

This Agreement shall be changed only by the mutual consent of the parties and is not subject to provisions of either Section 3 or Section 6 of the Railway Labor Act.

This Agreement is effective April 30, 1998.

Signed this 13th day of May, 1998.

FOR: THE AMERICAN RAILWAY AND
AIRWAY SUPERVISORS ASSOCIATION

/s/ Pete F. Bradarich
GENERAL CHAIRMAN - AR&ASA

/s/ G N Loftin
GENERAL CHAIRMAN - AR&ASA

/s/ Brad J. Tinervin
GENERAL CHAIRMAN - AR&ASA

/s/ J R Britton
GENERAL CHAIRMAN - AR&ASA

FOR: THE UNION PACIFIC RAILROAD
COMPANY

/s/ D. J. Smith
AVP - LABOR RELATIONS

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY

and the

**AMERICAN RAILWAY AND AIRWAY
SUPERVISORS ASSOCIATION**

CONTINUING OPERATING RULES EDUCATION (C.O.R.E.)

In a joint effort by management and labor to promote safety, improve employee performance and to ensure that all employees are well schooled on matters pertaining to compliance with Safety and Operating Rules of the Union Pacific Railroad Company (Carrier), the Carrier has announced the availability of a voluntary educational program which, when appropriate, will serve as an alternative to discipline as provided for in Section III of Carrier's UPGRADE Policy.

This Agreement constitutes the enabling agreement required by Section III.A.2, setting forth the guidelines, terms and conditions of the Continuing Operating Rules Education (C.O.R.E.) Program:

THEREFORE, IT IS AGREED:

Section 1. (A) The use of an educational program as an alternative to discipline as administered under UPGRADE shall be on the terms and conditions as provided for in Section III of Carrier's UPGRADE Policy, and unless the employee has a demand right, may only be at the mutual consent of the Carrier Officer responsible for issuing discipline in the instance involved or his/her designee and the employee involved.

(B) The offer of education as an alternative to discipline will be made in those instances involving a rule(s) infraction where the preliminary review indicates that the employee(s) will benefit from classroom instruction and/or on-the-job training.

Section 2. (A) The C.O.R.E. Program, which may consist of classroom instruction, on-the-job training, and/or attendance at a selected Carrier Training Center, as determined by the Carrier, will concentrate on the rule(s) involved in the violation as well as other rules that may be appropriate. It is also anticipated the class/training will cover the importance of compliance with Safety and Operating Rules and the importance of establishing and maintaining a good work record.

(B) The classes/training will be from one to five days in duration and will not exceed eight hours per day. Classes at a Training Center may be considered as part of, or as an extension of the educational program.

(C) Upon completion of the class(es)/training, the employee will be required to take and pass an examination with a minimum test score of 85%. An employee failing the examination may be required to repeat the class(es)/training. A second failure will activate formal disciplinary proceedings in connection with the rule(s) incident initially placing the employee under this Agreement.

Section 3. (A) Class/Training instructors shall be either a foreman or manager as the circumstances of the location dictate.

(B) Employees of this Organization participating as instructors shall be paid at their assigned straight time rate of pay, plus any applicable differential provided that no pyramiding of differentials results, for their time spent in actual participation in, preparation for, or resulting work in connection with the C.O.R.E. Program.

(C) Where meals and lodging are not provided by the Carrier, instructors who are required to instruct a class or do training at a location other than their seniority point will be reimbursed for actual, reasonable and necessary expenses for meals, lodging and transportation. If the use of a personal vehicle is authorized, reimbursement shall be at the Carrier's mileage rate for actual miles driven.

(D) The Carrier shall train the instructors and shall assist in developing the program. The Carrier shall also provide the classroom and office space and equipment necessary to properly administer the program.

Section 4. Where meals and lodging are not provided by the Carrier, employees who are required to attend class at a location other than their seniority point, unless that location is closer to the employee than their seniority point, will be reimbursed for actual, reasonable and necessary expenses for meals, lodging and transportation. If the use of a personal vehicle is authorized, reimbursement shall be at the Carrier's mileage rate for actual miles driven. A second trip will be provided or reimbursed if required to repeat the class or take additional training pursuant to Section 2(B).

Section 5. An employee who has elected to participate in the program may withdraw at any time by notifying the Carrier in writing, in which event formal discipline procedures will be instituted or reinstated as described in Section 2(C).

Section 6. The parties recognize that this C.O.R.E. Program may attract voluntary participation from employees who may not be charged with or involved in a rule(s) violation and who desire to further their understanding of the rules. These employees will be allowed to participate in the Program when the manpower situation permits, on a space-available basis on their own time and at their own expense. This participation shall have no bearing or effect on any future disciplinary action in which such employee may subsequently be involved, or upon the employee's right to use the Program under the terms of the UPGRADE Policy.

Section 7. Except as provided in Section 6 above, a notation showing participation in C.O.R.E. training will be made in the employee's record. That notation will show the date of the triggering incident and the rule(s) involved. The notation, however, is not discipline and can have no disciplinary effect except as provided for in Section 2(c) and/or Section 5.

Section 8. In the event that formal disciplinary proceedings are instituted or reinstated following the occurrence of an event such as those provided for in Section 2(c) and Section 5 herein, any applicable time limits requiring the charging and/or holding of a formal investigation prior to a certain number of days are expressly waived by the employee and the Organization.

Section 9. This Agreement shall become effective on the date it is signed, and thereafter may be terminated by the serving of thirty (30) days' written notice by any party upon the others.

Signed this 14th day of December, 1998.

**FOR THE AMERICAN RAILWAY AND
AIRWAY SUPERVISORS' ASSOCIATION**

/s/ G. L. Loftin
General Chairman, AR&ASA

/s/ J. R. Britton
General Chairman, AR&ASA

**FOR THE
UNION PACIFIC RAILROAD COMPANY:**

/s/ D. J. Smith
Assist. Vice President Labor Relations

April 30, 1999

NYD-305

MR P F BRADARICH
PRES & GEN CHAIRMAN AR&ASA
6380 RED ROBIN ROAD
PLACERVILLE CA 95667

MR G CAMPBELL
GENERAL CHAIRMAN AR&ASA
1036 CHUGWATER
GREEN RIVER WY 82935

Gentlemen:

This has reference to Agreement dated April 26, 1999 pertaining to letter dated February 12, 1999, advising of the transfer of work and employees from Eugene to Portland and Hinkle, Oregon.

With respect to our discussion concerning foremen covered by Union Pacific Railroad Collective Bargaining Agreement that may temporarily be used to supervise forces covered by Union Pacific Railroad Collective Bargaining Agreements on territory covered by the Southern Pacific (WL) Collective Bargaining Agreement, it was understood that foremen covered by the Union Pacific Collective Bargaining Agreement with AR&ASA may be used on a temporary basis on the territory of the Southern Pacific (WL) Collective Bargaining Agreement in connection with emergency, road truck services and other needs of the service without infringement on the rights of foremen covered by the Southern Pacific (WL) Collective Bargaining Agreement.

If a problem arises as a result of this understanding, the parties will meet to discuss the issues in an effort to resolve the matter on a mutually acceptable basis.

Sincerely,

/s/ D J Smith

AGREED:

/s/ Pete F. Bradarich
PRES & GENERAL CHAIRMAN AR&ASA

/s/ G Campbell
GENERAL CHAIRMAN AR&ASA

OFF-TRACK VEHICLE ACCIDENT BENEFITS

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(A) Covered Conditions -

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are:

- (1) Deadheading under orders or;
- (2) Being transported at Carrier expense.

(B) Payments to be Made -

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

"(1) Accidental Death or Dismemberment

The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident."

(2) Medical and Hospital Care

The Carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amount payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(3) Time Loss

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the Carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act."

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(C) Payment in Case of Accidental Death -

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(D) Exclusions -

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;

- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed tests;
- (6) While an employee is commuting to and/or from his residence or place of business.

(E) Offset -

It is intended that this Article is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(F) Subrogation -

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1972.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971, employee or personal representative agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

This Article supersedes as of January 1, 1972, any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by December 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

VACATION AGREEMENT**Section 1**

- (A) An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (B) An annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of eight (8) of such years, not necessarily consecutive.
- (C) An annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who had seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of seventeen (17) such years, not necessarily consecutive.
- (D) An annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of twenty-five (25) of such years, not necessarily consecutive.
- (E) Paragraphs (A), (B), (C) and (D) hereof shall be construed to grant to monthly rated employees, whose rates contemplate more than five days of service each week, vacations of two, three, four or five work weeks.
- (F) Service rendered under agreements between the carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (G) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten

(10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

- (H) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.
- (I) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (A), (B), (C) or (D) and (H) hereof.
- (J) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (A), (B), (C) or (D) and (H) hereof.
- (K) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his Local or General Chairman.

Section 2

The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

An employee vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day and New Years Eve) or any day which by agreement has been substituted or is observed in place of any of the eleven (11) holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Section 3

- (A) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee and the representatives of the carrier will cooperate in assigning vacation dates.

- (B) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee and the proper representative of the carrier will cooperate in the assignment of remaining forces.

Section 4

Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given, except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If the carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

Note: This provision does not supersede provisions that require payment of double time under specified conditions.

Section 5

The Carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker.

Section 6

Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

- (A) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.
- (B) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
- (C) An employee paid a monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
- (D) An employee not covered by paragraphs (A), (B) or (C) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

As to an employee having a regular assignment, but temporarily work on another position at the time his vacation begins, such employee while on vacation will be paid the daily compensation of the position on which actually working at the time the vacation begins, provided such employee has been working on such position for twenty days or more.

Section 7

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified

therefore under Article I. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order or preference.

Section 8

Vacations shall not be accumulated or carried over from one vacation year to another.

Section 9

- (A) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is a vacation, the rate of relieving employee will be paid.
- (B) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.
- (C) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

Section 10

While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

Section 11

- (A) Except as otherwise provided in this agreement the carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

- (B) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.
- (C) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

Section 12

The parties hereto having in mind conditions which exist or may arise in making provisions for vacations with pay agree that the duly authorized representatives of the employees, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

Mr. Brown
August 12, 2003
File: 251-11 & 640-020
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It is understood this handling is without prejudice to either party's position concerning Agreements applicable to vacation. Further, this Agreement may be terminated by either party upon serving thirty (30) days' written notice upon the other party.

If you are agreeable to the terms contained herein, please so indicate in the space provided below.

Sincerely,

/s/ D. J. Smith

AGREED:

/s/ Ricky Brown
General Chairman ARASA

APPROVED:

/s/ Joseph J. Derillo Sr.
President ARASA