



January 31, 2012

United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy,
Allied Industrial and Service Workers'
International Union, AFL-CIO, CLC
ATTN: Mr. Bill Locke
Staff Representative
927 South Village Oaks Dr. Suite #100
Covina, CA 91724

Gentlemen,

SUBJECT: GAIN SHARE PROGRAM

This will confirm our agreement regarding the Gain Share Program for employees you represent at Aera Energy Services Company.

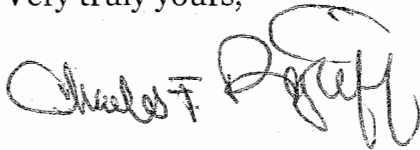
1. The purpose of the Gain Share Program is to:
 - stimulate continuous improvement in key performance areas toward outstanding business achievement,
 - encourage employees to recognize and influence key performance factors contributing to improved financial results for their respective business unit,
 - provide employees a realistic opportunity to receive pay incentives linked to the accomplishment of business goals,
 - provide employees with an incentive to achieve a truly outstanding cost structure (cost and volume) by requiring that achievable but ambitious goals be set in order for employees to receive the maximum payment, and,
 - provide employees with an incentive to develop and accomplish a meaningful safety plan.
2. The Gain Share Program is separate and apart from, and in addition to the wage rates provided for in Exhibit A of the current Articles of Agreement.
3. As agreed in our Letter of Agreement dated November 9, 2001, the performance measures used for Aera's Incentive Compensation Plan will also be used for the Gain Share Program to determine the Business Performance Factor.
4. The calculation of individual employee Gain Share awards will be:
 - Business Performance Factor x \$1250.00 = Gain Share Award
5. Gain Share payments are subject to overtime pay requirements. The calculation is as follows:

- Overtime Payment = Hourly Bonus Rate x 1.5 x overtime hours worked during performance period.
(Hourly Bonus Rate = employee Gain Share payment/2080.)

6. Gain Share payments will be subject to all federal, state, and local taxes and withholding rules will apply.
7. Gain Share payments will not be benefits-bearing.
8. In order to be eligible for a Gain Share Award payment, an employee must be on the payroll as of the last day of the performance period. Transferees, retirees, new hires, and employees on paid or unpaid leaves of absence in excess of thirty (30) days will receive a prorated amount (except for leaves of absence provided for in the Articles of Agreement, i.e., Union Business, Funeral Leave, Jury Duty, and Vacation. Occupational disability leaves will not count for proration if the employee worked at least forty-five (45) days during the performance period). In the event of the death of an employee, a prorated amount will be paid to the beneficiary as determined under the Survivor Benefit Plan.
9. Employees discharged for cause are not eligible to receive a Gain Share Award payment.
10. All decisions with regard to the administration of this Program, including the decision to terminate the Program, will be at the sole discretion of the Company and will not be subject to the grievance and arbitration procedures of the Articles of Agreement. The Union also agrees that it will not be involved in any court or government agency action or proceedings in any way related to the administration or revocation of the Gain Share Program.

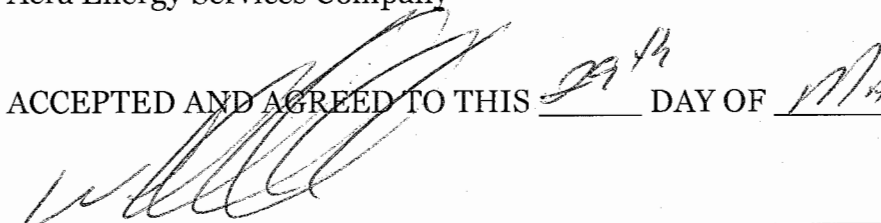
If the foregoing is in accordance with your understanding, please indicate your agreement in the space provided below and return one signed original of this letter to me.

Very truly yours,



Charles F. Ratliff
Vice President-Human Resources
Aera Energy Services Company

ACCEPTED AND AGREED TO THIS 27th DAY OF March, 2012.



United Steelworkers International Union