



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: RECOGNITION SHARE AWARD PROGRAM

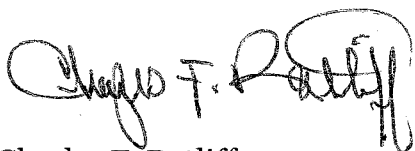
This will confirm our agreement regarding the Recognition Share Award Program for the employees you represent at Aera Energy Services Company.

1. The purpose of the Recognition Share Award Program is to reinforce and recognize employees and team behaviors that are key to the Company's success. The key attributes that will be recognized include:
 - Acting like an owner
 - Working with and through others
 - Getting results
 - Improving and learning
 - Innovation
 - Excellence
2. The Recognition Share Award 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. Recognition Share Awards are items such as gift certificates, tickets, or cash. The maximum award value is \$750.00, with the amount of the award depending upon the relative significance of the accomplishment being recognized. Recognition Share Award recipients will normally be acknowledged publicly (eg., the unit will post name and reason for recognition).
4. All represented employees are eligible for Recognition Share Awards. An employee can be recognized more than once during a calendar year.
5. An employee can recommend himself or herself or another employee for a Recognition Share Award. A manager must authorize the Recognition Share Award.

6. Recognition Share Awards will be subject to state and federal income taxes, and withholding rules will apply.
7. All decisions with regard to the administration of 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 Recognition Share Award Program.
8. The Recognition Share Award Program began June 1, 1997, and will remain in effect thereafter.
9. Either the Company or the Union may terminate this agreement by providing sixty (60) days written advance notice to the other party.

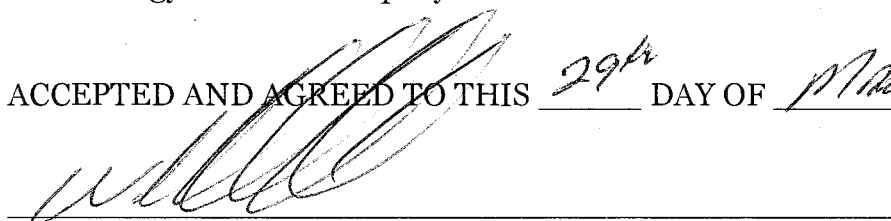
If the foregoing is in accordance with your understanding, please indicate your agreement in the space provided below and return one signed original of this letter to me.

Very truly yours,



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

ACCEPTED AND AGREED TO THIS 29th DAY OF March, 2012.



United Steelworkers International Union