

AGREEMENT

Between

Savage Services Corporation

dba Savage QRS

(Amarillo, TX Worksite)

And

Local 351, International Union of Operating Engineers

AFL-CIO

January 1, 2011 to December 31, 2013

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I. Parties to the Agreement

THIS AGREEMENT, made this 31th day of December 2010 is between Savage QRS (hereinafter called the "Company") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO (hereinafter called the "Union"), which Union is the bargaining representative of the collective bargaining unit hereinafter mentioned, and which Union hereby designates and appoints its Local Union 351 as its agent to make and administer this contract and to represent it in all future negotiations with the Company until the Union shall advise the Company to the contrary.

II. Union Recognition

The Company recognizes the Union as the exclusive bargaining agent for the Company's DTL Fuel Technicians and Site Leader at its site in Amarillo, TX. In this Agreement, the terms "employee" and "employees," unless otherwise qualified, shall be limited to the DTL Fuel Technicians and the Site Leader

III. Rights of Management

All rights which ordinarily are vested in management, except those relinquished by the Company in this Agreement shall continue to be vested in and exercised by the Company, provided such rights will not be exercised in conflict with other tenets of this Agreement so as to nullify or contravene its terms.

It is agreed that subject to the provisions of this Agreement those rights and responsibilities belonging solely to and exclusively to the Company, shall include the planning, direction and control of operations; the scheduling of work and the assignment of employees to such work; retirement of employees; the control and regulation of all equipment and other property of the Company; the determination of production standards and the quality and quantity of the work to be produced; the determination of the services to be provided; equipment, tools and machines to be used; and manpower requirements; the location or relocation of worksites; the work to be assigned to each worksite; the extent to which work required in the Company's business shall be performed by employees covered by this Agreement; contracting for and subcontracting work provided it does not result in the layoff of employees in the bargaining unit as of the effective date of this Agreement; the methods, processes and means of manufacturing, the determination and establishment of any new or improved, methods or facilities; and also the establishment and enforcement of rules of conduct and the right to maintain discipline and efficiency of all employees.

The Company further agrees that it will use subcontract, common or contract carriers only in the case of scheduling problems, meeting customer requirements, at customer's request, or when economically advantageous. This paragraph shall not be used to evade this Agreement.

The Company shall have the right to hire, promote, suspend, demote, discipline or discharge for cause; and the right to relieve employees from duty because of lack of work or other legitimate reasons; provided that in the exercise of these rights the Company will not violate any of the terms of this Agreement.

IV. No Strike – No Lockout

There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Union shall initiate, authorize, and/or condone any such activities. No employee shall participate in any such activities, provided that the Union shall not be responsible for any such employee not a member of the Union whose actions are not authorized or ratified or instigated by it.

The Company may discipline or discharge any employee who violates any provision of this Article and such action shall not be subject to review upon any ground other than that the employee did not participate in such prohibited activity.

The Company agrees that there will be no lockout during the term of this Agreement.

V. Probationary Employees

Newly hired employees shall be on probation for the first ninety (90) days of employment. During this period, employees shall receive the rates of pay and be eligible for paid holidays as provided herein. During the probationary period, the Company may discipline or discharge any employee for any reason without recourse to the grievance procedure or arbitration. However, no employee shall waive any rights or protection of the laws of the United States of America.

Upon completion of the probationary period, employees shall be placed upon the seniority list as of the first date of employment and shall receive all economic benefits provided herein. Seniority shall be by classification and all benefits provided in this Agreement shall be accrued by years of service within a given classification, including layoff and rehire after layoff. Employees will, however, accrue vacation and Personal Leave/ Incentive Pay where applicable, based on their total length of service with the Company.

VI. Hours of Work

Hours of work shall be defined as a shift of twelve consecutive hours during which the employee shall be responsible for responding to any service dispatch during his or her assigned shift. The Company shall not engage the employee to wait, but rather the employee shall wait to be engaged. The employee shall be paid a full shift regardless of the number of hours worked during the assigned shift.

If an employee claims additional hours due to extended time required by a service dispatch, then the employee shall be compensated at an hourly rate equivalent to 1/12th the shift rate.

Supervisors and other employees excluded from the bargaining unit shall not perform work normally performed by employees in the bargaining unit, except during an emergency, for instruction or training purpose and in no case to the extent that it would deprive a unit employee of employment or when such unit employee is not available. All technical and supervisory personnel shall be permitted to use whatever tools, equipment, or instruments necessary for the purpose of diagnosis, testing and evaluating processes and equipment, consistent with the above paragraph.

VII. Wages and Benefits

A. Shift Rate

Per Shift rates of pay for DTL Fuel Technicians as set out below shall apply during the life of this Agreement.

<u>Schedule of Wages</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
DTL Fuel Technician	\$180.87	\$189.10	\$189.10

Trainer Pay

Employees assigned by the Company to train a new employee (trainer) at Amarillo, Tx will be paid an extra \$10 per shift for each training shift. The newly hired employee (trainee) will be paid \$10 per shift less until fully trained. Training compensation will be at no expense to the Company.

B. Premium Pay

Employees will be paid "premium pay" in the amount of \$70 for each shift that is worked in addition to the employee's regularly scheduled shifts (i.e. working on off-day to cover another employee's absence).

C. Tank Car Unloading Payment

Employees will be paid for unloading tank cars at BNSF Amarillo, Eastern facility in the amount of \$10 per car. The company will provide for the administration of this payment and the payment will be made part of the employee's normal payroll within the week that the work is completed for each employee who unloads tank car(s). Only one employee will be paid for each tank car unloaded.

D Employee Insurance Benefits

The Company currently offers to its employees, including employees in the bargaining unit, employee insurance coverage for the following benefit areas:

- a. **Health:** Employees pay a portion of the premium for a medical health plan that covers the employee and eligible dependents. Employees are eligible to enroll in the medical plan, subject to plan eligibility requirements, the first of the month after 60 days service.
- b. **Dental:** The Company pays a portion of the premium for a dental plan for each employee as well as eligible dependants.
- c. **Vision:** The Company provides the option to select vision insurance at employees' expense for each employee if employee is covered under the medical plan. Spouse and eligible dependants of the employee are also provided coverage.
- d. **Life Insurance:** The Company provides a life insurance policy for each employee which equates to an amount equal to one times the employee's annual wage or in the case of accidental death, two times the employee's annual wage. Optional additional coverage for employees and dependants may be available.
- e. **Disability Insurance:** The Company provides a long-term disability insurance plan that, based on certain conditions and waiting periods, provides 40% of an employee's salary if he/she is disabled long-term. Employees can receive additional benefits up to 60% of the employee's salary by making additional premium payments. An optional short-term disability plan is also available, the cost of which is paid for by the employee.

E. 401(k) Plan

The Company shall maintain in effect for the terms of this Agreement the 401K Plan currently in effect, including all provisions regarding employee eligibility, benefits and plan administration. It is recognized by the Parties that the 401K Plan currently in effect is a corporate plan applicable also to Company employees who are not in the bargaining unit covered by this Agreement. The Company agrees that should it make any improvements of adjustments in the 401K Plan affecting employees outside the bargaining unit, such

improvements or adjustments will also be applicable to bargaining unit employees.

F. Voluntary Retirement Plan Contribution

The Company has an option to provide a voluntary contribution into a retirement plan for each employee. Historically, contributions have been made in to the plan at the rate of 3% of employee's annual base salary. The plan is governed by certain guidelines, including terms, eligibility and vesting requirements for participants.

G. Reservation of Rights and Conditions of Eligibility and Coverage

It is recognized by the Parties that all insurance plans and accounts referenced in this Article are Company-wide, corporate plans also made available to Company employees who are not in the bargaining unit. In order to best economically and efficiently serve the needs of the Company and its employees, the Parties agree that the Company must and does retain the sole right to make changes with respect to any of said plans regarding continued availability, eligibility, carrier, coverage, and cost to employees. It is understood that any such changes in plan availability, eligibility, carrier, coverage, and cost to employees will apply equally both to Company employees within and outside the bargaining unit, and that the Company will provide the Union advance notice of the nature and reason for said change. The Parties also agree that with regard to all plans and accounts referenced in this Article the formal plan/benefit documents then existing at the time are controlling on all issues which may arise, including but not limited to, employee and dependent eligibility for coverage, benefits provided, exclusions, and plan/benefit administration. Further, it is agreed that the Company has no liability for the failure or refusal of any carrier or plan provider to pay benefits or any claim and no refusal to honor a claim or pay benefits shall be attributable to the Company or constitute a breach of this Agreement.

H. At Risk Merit Compensation Evaluation Payment

For all years of the contract, each quarter, employees will be eligible for compensation in the amount of 2% of the employee's quarterly compensation (but not less than \$200 per quarter). The compensation will be awarded provided that the employee has worked the entire quarter fulfilling stated production goals and by meeting stated Safety, Health and Environment goals as described below:

- **Production Goals**
Fifty percent (50%) of total bonus shall be paid if all of the following production goals are met. Failure to meet any goal shall result in the forfeiture of the production based portion of the At Risk Merit Compensation.
 - Each employee will be responsible to maintain South Yard (or any other storage tank assigned by customer) storage tank level proportionate to the number of his/her work shifts for the quarter.
 - Perform DTL service in a timely manner so that no train delays or other service failures are reported by the customer.

- **Safety, Health & Environment Requirements**
Fifty percent (50%) of total bonus shall be paid if all of the following safety requirements are met. Failure to meet any requirement shall result in the forfeiture of the safety based portion of the At Risk Merit Compensation.
 - Spill-free fuel delivery
 - Operating vehicles without accident (at fault) or property damage
 - Working injury free
 - Passes all regulatory inspections (USDOT, FRA, etc.) without any out-of-service violations or citations (at fault)
 - Passes all third-party or customer audits (at fault)
 - Completes all online training assigned
 - Reports any and all safety incidents

VIII. Holidays

Holiday pay is equivalent to the rate for the scheduled shift occurring on the holiday. All full-time employees shall receive holiday pay provided the employee works all scheduled shifts on the day before, the day of and the day after the holiday. When not scheduled to work or when not called in to work on an “established holiday”, an employee shall be paid the equivalent rate of a normally scheduled shift. The Company recognizes the following paid holidays:

New Years Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Day after Thanksgiving
Christmas Eve Day	Christmas Day
Two (2) Floating Days	

If a holiday occurs on an employee’s regularly scheduled shift, the employee will work that shift which will be paid as usual, plus the employee will be paid the holiday pay as described above.

Any scheduling of holiday staffing shall be at the discretion of the Company but subject to Seniority. Any employee working a holiday or who is normally scheduled off during the holiday may choose to be paid for the holiday shift or, at the discretion of the Company, the employee may choose another paid day off.

IX. Vacation Leave

Vacation leave is provided to employees according to length of service, except during leave of absence. Upon an employee’s date of hire anniversary, employees will accrue vacation leave to be scheduled and taken before the next anniversary date. At the discretion of the Company, unused vacation leave shall be used as scheduled by the Company, allowed to be carried over or paid to the employee. Probationary employees are not eligible to accrue vacation leave.

The company provides a paid vacation for Operation Team Members who have been with the company for at least one year. Vacation is based on the following:

<u>Completed Years of Service</u>	<u>Annual Shifts Available</u>
On 1 st Anniversary	5 shifts
On 2 nd - 6 th Anniversaries	10 shifts
On 7 th and subsequent Anniversaries	15 shifts

Vacation will be paid at the regular shift rate and will be scheduled and approved in advance, balancing individual Team Member and operational customer needs.

The Company shall have the right to schedule the use of vacation leave available to employees. Insofar as practicable, the Company will grant employees’ requests for vacation dates in order of seniority; however, operating needs will be controlling as to when vacation may be taken.

A vacation schedule shall be prepared by the Company before January 1 of each year and made available to employees. The senior employee will have three (3) working days in which to select his vacation preference. Each succeeding employee in order of seniority must select his preference within a period of three (3) working days. All selections must be in writing and signed by the employee making the selection. Copies of the vacation schedule shall be furnished by the Company

to the union upon request. Vacations may not be accumulated from year to year but must be taken during the twelve month period between anniversary dates. Senior employees shall have preference of choice in vacation selection insofar as their first (1st) vacation period selection is concerned. Vacation periods shall be taken in shift increments only.

X. Funeral Leave

The Company and the Union recognize that an employee may require four (4) consecutive shifts for bereavement of a spouse, child or grandchild and two (2) consecutive shifts for bereavement for a grandparent, parent, sister, brother, parent-in-law, nephew and niece. One (1) of the shifts used for bereavement shall be the day of the funeral. A published obituary, funeral card or death certificate shall be provided as verification. No employee shall receive any part of funeral leave that occurs during previously scheduled or regular time off, or when the employee is absent from work for other reasons. Should an employee require more time off, the employee may use accrued vacation leave or request unpaid leave.

XI. Jury Duty

Any employee called for jury service shall be excused from work to fulfill such obligation and shall receive the difference between expected earnings of scheduled shifts and the jury service pay. If expected jury duty is to exceed four (4) shifts, the Company will ask that the employee be excused from jury duty due to hardship. If this hardship claim is denied, then the Company shall pay the difference for scheduled shifts during the first fifteen calendar days. Afterwards, the employee must take an unpaid leave of absence until jury service is concluded.

XII. Miscellaneous

A. Employee Health & Safety

It is the policy of the Company to provide its employees a safe and healthy work place and to follow procedures aimed at safeguarding all employees.

The employee is responsible for:

- Obeying all company, customer and government safety rules and regulations.
- Abiding by all company, customer and government drug and alcohol policies and regulations
- Following standard operating procedures
- Keeping work areas, equipment and vehicles clean and free from safety hazards
- Using prescribed personal protective equipment (PPE)
- Immediately reporting all hazards to a supervisor.
- Obeying all warning signs, speed limits and traffic regulations.
- Knowing emergency and spill response procedures.
- Reporting unsafe conditions to supervisors.
- Promptly reporting every accident and injury to his supervisor.
- Participating in accident investigations

The Company shall provide employees with an annual reimbursed subsidy of \$100.00 towards the purchase of approved work boots.

B. Benefits Provided.

The Company shall provide employees or sponsor the following benefits as described herein:

- Paid Holidays
- Vacation Leave
- Medical & Dental Insurance
- Short Term Disability (at employee cost)
- Long Term Disability (plan pays 40% of base wage after 90 days)
- 401(k) Plan

C. Captions and Terms

Captions or Articles of this Agreement are for convenience only and do not in any way limit or amplify the terms and provisions thereof. Whenever the singular or plural number is used herein, it shall equally include the other and whenever the masculine or feminine gender is used, it shall equally include the other.

D. Validity

If any provision of this Agreement shall be held invalid by any Governmental authority, such actions shall not invalidate the other provisions hereof.

E. Bulletin Board

The Company agrees to provide the Union with a bulletin board; however, all material to be posted requires the approval of the Manager or his designee prior to posting

F. No Discrimination

It is agreed by the Company and the Union, there shall be no discrimination against any employee by reason of race, creed, color, and age, disability, national origin, sex, sexual preference, veteran's status or as a Veteran of the Vietnam era or any other conflict, or any other status protected by Federal, State or local law.

XIII. Leave of Absence

Employees with at least one (1) year of service may, at the discretion of the Company, be granted a leave of absence without pay for periods not to exceed thirty (30) calendar days in any twelve (12) month period.

XIV. Negotiating & Workmen's Committee

A. Union Steward

The Company will recognize a certain employee, familiar with all phases of the operation at the Amarillo, Texas worksite, to be designated by the Union as Steward. The Steward duties shall be to represent the Union in matters pertaining to on-the-job relations between Employees and Management. Such duties shall not interfere with the performance of work, unless approved by Management. The Union shall furnish to the Company names of all employees designated as Steward and shall notify Management of any change in such designation.

B. Negotiations

When a Negotiating meeting is arranged between the Union's and the Company's Negotiating Committees, the members of the Union's Negotiating Committee (not to exceed two employees; one of which shall be the Union Steward) will, upon their request, be excused for direct negotiating

purposes, that is to say direct negotiations between the Company representatives and the Union representatives, and the Company agrees to compensate the two employee negotiators at 50% of their daily rate for all regularly scheduled work days spent in “direct negotiations” with the Company.

C. Visitation Rights

Officers of the Union shall have the privilege of visiting members at the facility for the purpose of fostering a good working relationship with the Company and its employees. The representative or representatives of the Union shall report to a designated management official before entering the facility on Union Business and such representative shall not interfere with the normal conduct of work.

XV. Grievance and Arbitration

A. Grievance Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to the complaint of an employee, Company, or of the Union, which involves the interpretation, application of or compliance with the provisions of this Agreement.

B. Grievance Procedure

Step 1: Within five (5) working days of an incident or event giving rise to a grievance, the Shop Steward must discuss the grievance with the grievant’s immediate supervisor in order to initiate the grievance. The employee may accompany his Steward, if he so desires. The Company shall render a decision within forty-eight (48) hours after the conclusion of the Step I hearing.

Appeal: If the Union wishes to appeal, it must appeal a denied grievance to Step 2 within forty-eight (48) hours after the receipt or non-receipt of the Company’s decision. Such appeal shall be in writing to the Business Unit People Development Director.

Step 2: The employee may be represented by the Shop Steward or Union Representative. The Business Unit People Development Director or his/her designated representative shall meet with the Steward or Union Representative as expeditiously as possible. A decision by the Company shall be rendered within seven (7) days.

Appeal: The Union may appeal a denied Step 2 grievance to Step 3 within ten (10) working days of the receipt or non-receipt of the Step 2 decision.

Step 3: The Union Business Representative shall meet to discuss the grievance with the Company General Manager of Operations or his representative as expeditiously as possible. A decision by the Company shall be rendered within seven (7) days.

Appeal: The Union may appeal a denied Step 3 grievance to Arbitration within ten (10) working days of the receipt or non-receipt of the Company’s decision.

Step 4: Arbitration: In the event that the Union or the Company elects to arbitrate the grievance, it shall be heard by an arbitrator to be designated by mutual agreement of the Company and the Union. In the event the parties fail to mutually agree upon an

arbitrator, either party may move to arbitration through the rules of arbitration as provided by the Federal Mediation and Conciliation Service.

The arbitrator's decision shall be final and binding on all parties concerned. Any compensation, required to be paid, to the arbitrator shall be borne equally by the parties.

The arbitrator shall have jurisdiction and authority to apply, interpret and determine compliance with the terms of this Agreement but in no case add to, deviate from, detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be confined to the matter submitted to him for arbitration.

C. Limitations

Any grievance not originated and handled strictly within the time and manner provided above shall be conclusively deemed to have been waived, and the disposition thereof at any step, if not appealed further within the time limits and manner prescribed herein, shall be final and binding on all parties, including the individual aggrieved employee, or employees, and thereafter the particular grievance may not be presented for consideration or made the basis for any character of action or proceedings whatsoever against the Company, either by the Union or by the particular aggrieved employee, under this Agreement or otherwise.

XVI. Seniority

A. Definitions

"Seniority" as used in this Agreement shall mean length of continuous service with the company.

"Continuous Service" as used in this agreement shall mean the length of time in the employment of the company without an authorized interruption as set forth in Article V.

B. Seniority List

A Seniority list of all employees in the bargaining unit, as of the date of this agreement, has been given to the union and a copy is attached hereto.

C. Probationary Period

All employees shall be deemed to be engaged for probationary period of 90 days, and shall be regarded as probationary employees for the first 90 days of their employment. Probationary employees may be discharged or laid off at the discretion of the company without responsibility for the re-employment of such persons. After having remained in the employment of the company for more than 90 days, the employee's seniority shall date from his original date of hiring.

D. Termination of Seniority

An employee's seniority shall be broken and terminated when an employee resigns or quits, or is discharged for just cause.

F. Layoffs

Layoffs of employees shall be based on seniority. That is, the last employee hired would be the first employee laid off. Any employee that is laid off due to forced reduction or through no fault of his own, shall have call-back rights for a period of two (2) years. Employees shall be recalled

to work in the reverse order of their layoffs, that is, the last man laid off is the first man recalled to work.

XVII. Discipline

An employee will be subject to disciplinary action, up to and including termination, at the first offense if the cause for such discharge is, but not limited to, one of the following:

- A. Dishonesty or falsification of company documents or documents prepared or submitted as part of one's job functions or during the application process.
- B. Refusal to accept a work assignment or perform assigned duties;
- C. Possession, use, or being under the influence of alcohol, illegal and/or illicit drugs on company property (including company vehicles), customer property, or while on break, or other violation of the company's drug and alcohol policy and or the Customers prevailing policy;
- D. Violation of safety rules and regulations or failure to remain qualified under USDOT regulations;
- E. Possession of weapons, firearms, or explosives on company property (including company vehicles) or customer property;
- F. Recklessness or negligence resulting in:
 - a. An accident while on duty;
 - b. Personal injury;
 - c. Environmental damage; or,
 - d. Property loss.
- G. Carrying unauthorized passengers;
- H. Engaging in conduct with a customer or vendor or any person, which interferes with the efficient operation of the Company's business;
- I. Excessive absences or tardiness (deemed to be two (2) absences or episodes of tardiness, or any combination of the two, within a 45-day period), or any no call/no show infraction;
- J. Conviction of a felony or misdemeanor that prevents one from performing job functions;
- K. Theft of company or client property, or the property of other employees;
- L. Fighting or engaging in horseplay on company or client premises;
- M. Harassment or discrimination in violation of the company's or customer's policy, governmental law or regulation against such conduct; and
- N. Unauthorized disclosure of the company's confidential or proprietary information

XVIII. Check-Off Authorization

The Company will deduct out of the net earnings payable to an employee covered by this Agreement, dues and initiation fees insofar as permitted by state and federal laws upon receipt of and in accordance with a duly executed written authorization signed by the employee which in form complies with Section 302 (c) of the Labor Management Relations Act.

Such deductions shall be made on the last payday of the month and shall be in payment of dues for the succeeding month. The authorization shall be as follows;

Authorization for Deduction of Union Dues and Initiation Fee

I hereby authorize my employer, to deduct from my wages on the last pay day of each month hereafter the sum of two (2) hours pay plus the applicable monthly per capita fee to Local 351, International Union of Operating Engineers, Borger, Texas.

This authorization shall continue in effect for the period of one year from the date hereof and for yearly periods thereafter until terminated by me by notice in writing to the Company at any time prior to any anniversary date hereof, such termination to be effective the first anniversary date hereof, subsequent to the delivery of said notice. Provided further that I reserve the right to terminate this authorization, by notice in the aforementioned manner, at any time, with termination to be effective at the expiration of the then current existing agreement between the Union and the Company, or if no agreement is then in existence, then effective immediately upon delivery of said notices.

This authorization supersedes and cancels all previous authorizations for the deductions, of Union dues from my wages.

Date of Authorization _____

Name _____

The Union will indemnify and save the Company harmless from any and all claims and disputes by reason of any action taken or not taken by the Company in accordance with the provisions of this Article.

XIX. Zipper Clause

It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights to claims which may be asserted in arbitration hereunder, or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

XX. Duration and Acceptance

This Agreement shall be in full force and effect from 12:01 am January 1, 2011 to 11:59 pm December 31, 2013 and shall continue from year to year thereafter, unless written notice of desire to modify or terminate this Agreement is served by either party upon the other sixty (60) days prior to the date of expiration.

In Witness Whereof, the parties have executed this Agreement on this 30th day of December 2010.

Savage Services Corp
dba Savage QRS
12000 N Pecos St , Suite 340
Westminster, CO 80234

IUOE Local 351
111 E. Coolidge
Borger, TX 79007

Sr. Vice President of Operations

Business Manager

Business Manager

Local Representative

Local Representative