

**NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT
SUMMARY OF AGREED TO CHANGES**

ARTICLE 2, SECTION 7

Revise second and third paragraphs of Section 7 as follows:

In the event the Area Joint Arbitration Committee cannot resolve the Local Rider dispute, such Committee shall ~~may, by majority vote,~~ submit the matter to the National Joint Arbitration Committee for determination.

~~If the Area Joint Arbitration Committee does not, by majority vote, submit such dispute to the National Joint Arbitration Committee, either party shall be permitted all lawful economic recourse in support of their demands. It is understood and agreed that in the event such Rider dispute is submitted to the National Joint Arbitration Committee and such Committee is deadlocked on the Rider dispute, then either party shall be entitled to all lawful economic recourse to support its position in this matter.~~

ARTICLE 2, SECTION 8

Revise Section 8 as follows:

Agreements may be negotiated by the Employer and the Local Union which modify the wage rates, incentives and other provisions set forth in the National Master and the applicable Supplemental Agreement and Riders for employees working in driving, loading and unloading classifications which will have the effect of permitting the Employer to acquire and retain truckaway yard work at plants, railheads, ports and other ~~loading and unloading~~ facilities, subject to National ~~appropriate Area~~ Committee approval and the approval of the affected membership prior to implementation.

ARTICLE 3, SECTION 5 - 401(K) SAVINGS PLAN

Delete the current Section 5 language and replace with the following:

With respect to an Employer that has both a Company 401(k) and Teamsters National 401(k) Plan:

- (a) The Employer agrees to offer the Teamster National 401(k) Tax Deferred Savings Plan to employees covered under this contract. If the Employer has a plan in existence prior to the effective date of the Teamsters National 401(k) Tax Deferred Savings Plan, an employee may participate in either plan.

- (b) The Employer shall deduct and remit an amount specified in writing by the employee from the employee paychecks to the Plan designated by the employee. The Employer shall provide the Administrator of the appropriate 401(k) plan with the name, date of birth, address and date of hire of all newly hired employees within thirty(30) days after the employee acquires seniority and shall provide the Local Union with a copy of such notice.
- (c) The NATLD and the Unions shall each designate one Trustee for the jointly-trusted Teamsters National 401(k) Tax Deferred Savings Plan. No employer contributions to this plan will ever be required.

ARTICLE 3, NEW SECTION 6

Add the following as new Section 6:

An employee must notify his/her Employer of the filing of an application for his/her normal retirement pension benefit at the time such application is submitted to the applicable pension fund.

ARTICLE 5, SECTION 11(b)

Delete the current Section 11(b) language and replace with the following:

The Employer shall file written notice with the Co-Chairmen of the National Joint Standing Seniority Committee when the Employer obtains traffic from any and all locations. When the Employer decides to staff a new terminal at such location, such new terminal shall be staffed in accordance with Article 5, Section 7(a)(3) of this Agreement.

ARTICLE 5 - NEW SECTION 13 - SENIORITY

Add the following as new Section 13:

In the event an Employer is hiring at a location, active employees of the Employer will be permitted to transfer to the hiring location and keep his/her company seniority but will be endtailed on the seniority list after additional help opportunities are exhausted.

ARTICLE 7, SECTION 1(f) - GRIEVANCE MACHINERY - NO STRIKE AND/OR LOCKOUT

Add new subsection (f) to Section 1 as follows:

(f) Modification of any of the terms or provisions of this Agreement, Supplements or Riders, on either a temporary, emergency, interim, permanent or other basis, by any court, administrative agency, or similar body, acting under any bankruptcy law or receivership law, or similar law, including without limitation Section 1113 and any of its subparts.

ARTICLE 7, SECTION 9(b) - GRIEVANCE MACHINERY - BOARD OF ARBITRATION

Revise Section 9(b) as follows:

(b) Within thirty (30) days of the ratification of this Agreement the Co-Chairpersons of the National Negotiating Committee shall jointly select eight (8) individuals to serve as neutral arbitrators. The list of arbitrators shall be chosen from the members of the National Academy of Arbitrators (NAA) or the American Arbitration Association (AAA). These eight (8) individuals shall constitute the exclusive list of neutral arbitrators until June 1, ~~2009~~2004, at which time either National Negotiating Committee Co-Chairperson, after giving thirty (30) days written notice to the other Co-Chairperson, may delete one or more of the neutral arbitrators from the list. Similarly, either Co-Chairperson may remove a neutral arbitrator(s) on June 1, of each year thereafter. No other changes may be made concerning the list, except in the event of the resignation, death or disability of a neutral arbitrator. If a vacancy occurs on the list, the Co-Chairpersons shall jointly select a successor within thirty (30) days after the vacancy occurs.

ARTICLE 7, SECTION 10 - GRIEVANCE MACHINERY

Revise first paragraph of Section 10 as follows:

Failure of either party involved in a grievance or dispute to comply with any grievance settlement that has been reduced to writing, a final decision of a panel of any Joint Arbitration Committee or a Board of Arbitration established under this Article within ten (10) working days of the date of the decision or settlement shall give the other party the immediate right to all legal and economic recourse in support of such decision. In the case of non-monetary settlements, disputes over non-compliance will first be sent to the Co-Chairmen of the National Joint Arbitration Committee for resolution. In the event the Co-Chairmen are unable to agree on the resolution, the Union will then have the right to strike in accordance with this Section. An Employer or Union challenging a decision

issued by a Board of Arbitration in the above manner shall pay the other party the cost of such challenge, including the court costs and reasonable attorneys fees if the Court does not modify or vacate the Board of Arbitration's decision.

ARTICLE 7, SECTION 21

Revise Section 21 as follows:

All monetary grievances that have been resolved either by decision or through settlement shall be paid within fourteen (14) ~~twenty (20)~~ calendar days of formal notification of the decision or date of settlement. If an Employer fails to pay a monetary grievance in accordance with this section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, ~~commencing the date the grievant(s) notified the Employer of such non-payment.~~

ARTICLE 10, SECTION 1 - COMPENSATION CLAIMS

Add the following new paragraph to Section 1:

No employees will be disciplined or threatened with discipline as a result of filing an on-the-job injury report. The Employer or its designee shall not visit an injured employee at their home, at a hospital, or any location outside the employee's home terminal without the employee's or his/her designee's prior written consent.

ARTICLE 10, SECTION 3 - MODIFIED WORK

Revise Sections 3(b) and 3(d) of Article 10 as follows:

(b) ~~Modified work programs in existence on the date of ratification, which exceed the provisions of this section, shall remain in effect. Local Unions wishing to opt-out of the Modified Work program outlined in this section may do so, in writing, within ninety (90) days of ratification of this Agreement. The Employer may not implement this modified work program unless agreed to by the Local Union.~~ When implemented, modified work programs # shall be in strict compliance with applicable federal and state worker's compensation statutes. ~~Acceptance of modified work shall be on a voluntary basis at the option of the injured employee. However,~~ When offered to qualified employees, as defined in this Article, modified work must be accepted, and refusal to accept modified work by an employee, otherwise entitled to worker's compensation benefits, may result in a loss or reduction of such benefits as specifically provided by the provisions of applicable federal or state worker's compensation statutes. Employees who accept

modified work shall continue to be eligible to receive "temporary partial" worker's compensation benefits as well as all other entitlements as provided by applicable federal or state worker's compensation statutes.

(d) Modified work shall be restricted to the type of work that is not expected to result in a re-injury and which can be performed within the medical limitations set forth by the attending physician. In the event the employee, ~~in his/her judgment~~, is physically unable to perform the modified work assigned, he/she shall be either reassigned modified work within his/her physical capabilities or returned to full "temporary total" worker's compensation benefits. In the event a third (3rd) party insurance carrier refuses to reinstate such employee to full temporary total disability benefits, the Employer shall be required to pay the difference between the amount of the benefit paid by such third (3rd) party insurer and full total temporary disability benefits. Determination of physical capabilities shall be based on the attending physician's medical evaluation. Under no conditions will the injured employee be required to perform work at that location subject to the terms and conditions of the National Master Automobile Transporters Agreement or its Area Supplemental Agreements. Prior to acceptance of modified work, the affected employee shall be furnished a written job description of the type of work to be performed.

ARTICLE 11 - MILITARY CLAUSE

Revise third paragraph of Article 11 as follows:

Effective the date of ratification, the Employer shall continue to pay Health & Welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict. Such contributions shall only be paid for a maximum period of twenty-four (24) eighteen (~~18~~) months.

ARTICLE 12, NEW SECTION 5

Add the following as new Section 5:

The Employer will not be allowed to utilize any electronic log device or GPS tracking system as the basis for discipline except in cases involving dishonesty, log or hours of service violations, unauthorized use, out of route, or delay of load and equipment issues or issues involving accidents.

ARTICLE 22 - NEW BUSINESS

Revise Article 22 as follows:

Section 1.

The Employers and Local Unions agree that for the life of this Agreement and in an effort to secure additional traffic previously unavailable to the bargaining unit the following "new business" concept is adopted.

"New business" may include but not be limited to off rail traffic, secondary market traffic, or traffic secured from a non-Teamster represented employer or entity provided it has not been handled by a Teamster represented employer or entity for one (1) year. ~~"New business" shall not include traffic that has been handled by any Teamster represented employer during the term of this Agreement. This provision shall not apply to traffic that is known or anticipated to be temporary in nature except as otherwise provided for in Section 5.~~

It is understood that any and all previously agreed to Competitive Agreements shall remain in effect with all rights unimpaired unless mutually agreed to the contrary between the parties involved in the specific Competitive Agreement. This shall include all monetary increases negotiated in this Agreement. Disputes arising under any previously approved Competitive Agreement shall be subject to the grievance procedure outlined in Article 7. In cases of one-sided competitiveness a Local Union who does not participate will have a one time opportunity to opt in to that competitive provided they opt in under the same conditions of the existing competitive.

Section 2.

On all traffic defined as "new business" within the meaning of this Article, the wage rates will be set forth in the respective Supplemental Agreements.

Section 3.

On trips defined as "new business" within the meaning of this Article, the following shall apply:

1. In the Central/Southern and Eastern Supplemental Areas the "new business" will pay running mile from the point of pick-up to the next point of pick-up of regular business. ~~the full rate on the longest leg and the running mile rate on the shortest leg on two-way trips. In addition, one-half of all deadheaded miles shall be paid at the running mile rate. Drivers' pay for both legs of this two-way haul plus deadhead mileage pay shall not exceed the full/frozen rate for said trips, except that t~~ The total mileage pay for the entire trip must be no less than the equivalent of fifty percent (50%) of the total miles traveled at the full multi-car rate. (i.e.: not less than the full

running mile rate)

2. In the Central/Southern and Eastern Supplemental Areas any “new business” traffic will pay the full rate on all one-way trips.
3. In the Western Supplemental Area the rate of pay shall be that which is currently in effect each June 1st.
4. On all trips that include one (1) or more units that are not considered “new business” within the meaning of this Article, the appropriate full/frozen contractual wage rate as defined in the appropriate Area Supplement shall apply.

Section 4.

Intermediate trips or subsequent trips involved in a series of trips which involve a new business leg(s) will pay the regular contractual rate.

~~(a) Any driver dispatched into any foreign terminal or operating point on a two-way haul involving “new business” as defined in this Article may voluntarily agree to an intermediate trip(s). Voluntary intermediate trip(s) will not break any “new business” two-way trip and shall be paid at the full contractual rate.~~

~~(b) Any driver after completing two legs of a dispatch involving “new business” may voluntarily agree to run a third trip in the direction of the home terminal and will be paid the full contractual rate.~~

~~(c) In both cases listed in (a) and (b) above, mileage in the voluntary trip(s) will not be used in the computation of the full/running mile formula.~~

Section 5.

The provisions of this Article shall not be applicable to railhead, port facilities, or temporary traffic unless agreed to by the Employer(s) and Local Union(s) affected.

It shall not be a violation of this Article for an Employer and Local Union to enter into an agreement to secure railhead, port facility, or temporary traffic consistent with established wage rates in the applicable Area Supplemental Agreements.

Section 6.

~~All two-way hauls utilized under this “new business” Article will be equalized between the involved locations each thirty (30) days.~~

Section ~~6-7~~.

Prior to implementation of any "new business" haul(s), the Employer(s) shall meet with the Local Union(s) affected and provide such specific information to the involved Local Union(s) regarding the nature and details of its contract with the shipper as is necessary to establish that the traffic is to be considered "new business" within the meaning of this Article and is permanent.

Section ~~7-8~~.

Disputes arising under the "new business" provisions of this Article are subject to the National Automobile Transporters Joint Arbitration Committee irrespective of Article 7, Section 9 (a) and 13. If such Committee is deadlocked on any dispute raised, the "new business" provisions of said traffic granted by this Article shall become null and void and the traffic in question shall revert to the established full applicable mileage rates.

ARTICLE 23 - COST-OF-LIVING

All employees subject to this Agreement shall be covered by the provisions of a cost-of-living allowance, as set forth in this Article.

The amount of the cost-of-living allowance shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S., All Items (1982-1984 = 100) (CPI-W (1982-1984 = 100)), published by the Bureau of Labor Statistics, U.S. Department of Labor" and referred to herein as the "Index."

The cost-of-living allowance shall only become effective if the annual increase in the CPI-W exceeds three (3.0%) percent.

The ~~first~~ cost-of-living allowance, if any, shall become effective on June 1, ~~2010~~ 2004, based upon the difference between the Index of January, ~~2009~~ 2003 (~~177.7~~) and the Index for January, ~~2010~~ 2004 (Published February, ~~2010~~ 2004).

The Base Index Figure shall be the figure for January, ~~2009~~ 2003 (Published February, ~~2009~~ 2003) ~~of 177.7~~. The cost-of-living increase shall be calculated as follows:

For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January ~~2009~~ 2003, ~~and each subsequent year thereafter~~, there shall be a one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications, ~~as indicated in the Example (Table) below:~~

Index Value	ALLOWANCE			
	Per Hour	Per Loaded Mile (Mills)	Per Running Mile (Mills)	Flat (Zone)
177.7-183.09	0	0	0	0
183.1-183.19	1 cent	.50	.25	.1%
183.2-183.29	2 cents	1.00	.50	.2%
183.3-183.39	3 cents	1.50	.75	.3%
183.4-183.49	4 cents	2.00	1.00	.4%
183.5-183.59	5 cents	2.50	1.25	.5%

~~And so forth with~~ For each additional .1 point increase in the Index there is an additional one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in all wage rates.

~~The second cost-of-living allowance, if any, shall become effective on June 1, 2005, based on the difference between the Index of January, 2004 (Published February, 2004) and the Index for January, 2005 (Published February, 2005).~~

~~The Base Index Figure shall be the figure for January, 2004 (Published February, 2004). The cost-of-living increase shall be calculated as follows:~~

~~For every .1 point increase in excess of one hundred three percent (103%) of the Base Index January 2004, there shall be a one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications. Formula to be applied as indicated in the Example or Table shown above.~~

~~The third cost-of-living allowance, if any, shall become effective on June 1, 2006, based on the difference between the Index of January, 2005 and the Index for January, 2006 (Published February, 2006).~~

~~The Base Index Figure shall be the figure for January, 2005 (Published February, 2005). The cost-of-living increase shall be calculated as follows:~~

~~For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January, 2005, there shall be a one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications. Formula to be applied as indicated in the Example or Table shown above.~~

~~The fourth cost-of-living allowance, if any, shall become effective on June 1, 2007~~

~~based on the difference between the Index of January, 2006 and the Index of January, 2007 (Published February, 2007).~~

~~The Base Index Figure shall be the figure for January, 2006 (Published February, 2006). The cost-of-living increase shall be calculated as follows:~~

~~For every .1 point increase in excess of one hundred three percent (103%) of the Base Index of January, 2006, there shall be a one cent (\$.01) per hour; .50 mills per loaded mile; .25 mills per running mile; .1% flat or zone rate increase in the wage rates for all employees and classifications. Formula to be applied as indicated in the Example or Table shown above.~~

The cost-of-living increases, if any, shall be applied to the hourly, mileage and flat (zone) rates except where specifically provided otherwise in the Supplemental Agreement. The "frozen rate" will be increased on the same basis as the "loaded mile."

Driveaway employees covered by the driveaway part of the Central-Southern Areas, Eastern Area and Western Area Supplements shall receive cost-of-living adjustments on the same basis as all other employees covered by this National Master Agreement.

For the duration of this Agreement only, ~~any~~all cost-of-living allowances, allocated to hourly, mileage and flat (zone) wage increases, shall become a fixed part of the base rate for all classifications on the effective date of each cost-of-living allowance.

A decline in the Index shall not result in a reduction of classification base rates.

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made at the beginning of the first (1st) pay period after receipt of the Index and will be made retroactive to the effective date. In the event the Bureau of Labor Statistics should revise or correct an applicable Index figure, any adjustment that may be required in the cost-of-living allowance shall be effective at the beginning of the first (1st) pay period after receipt of the revised or corrected Index figure and no retroactive adjustments will be made.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree in such negotiations within sixty (60) days, thereafter, each party shall be permitted all lawful economic recourse to support its request. The parties agree that the notice provision provided herein shall be accepted by all parties as compliance with notice requirements of applicable law, so as to permit economic action at the expiration

thereof.

ARTICLE 27 - ROAD AND/OR DRIVING EQUIPMENT SPECIAL LICENSE

Add the following five paragraphs to Article 27:

In the event that passports, Fast Passes, TWIC cards or any other form of government-issued identification (excluding birth certificates) or other forms of access credentials are required by the Employer, the Employer's customer(s), government agencies and bodies, or foreign governments, including as a requirement for access to ports, railheads or other locations, the Employer will be responsible for the full cost of same. The Employer will also be responsible for any renewal cost of such documentation; however the cost for replacement of lost or stolen documents will be the responsibility of the employee. Employees who obtain any of the above access credentials on their own shall be reimbursed for the document(s) the Employer requires the employee to possess at a particular location in order to exercise his contractual rights.

In the event that an employee is unable to qualify for the issuance of any such required documentation, the Employer and Local Union will be promptly notified by the employee. At locations where an employee(s) is unable to obtain any such required documentation, the Local Union and Employer shall be responsible for the establishment of rules dealing with the assignment of work to such employee(s). If the parties fail to reach agreement on such rules, said employee(s) shall work at the bottom of the dispatch board or work schedule until he is able to obtain said documents or rules are established. In the event that no work opportunity is available, there will be no wage or benefit obligation to the Employer.

Failure of an employee to have the required documentation in his possession at border crossings, loading or unloading locations, or other sites where such documentation is required will not be the basis for delay time or other pay claims for said employee.

At locations where border crossing is a regular part of the Employer's business, Fast Pass or any other expedited system that becomes available will be obtained by the Employer to expedite crossing into or out of Canada.

No employee will be required to have their driver's license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that require such identification to enter the facility.

ARTICLE 28 - USA-CANADA-MEXICO

Add the following as the fourth paragraph of Article 28:

It is also recognized that business opportunities and customer demands arise which involve the potential for diversion of cross border traffic and/or support in the respective countries to meet temporary demands enhancing the ability to provide additional bargaining unit jobs and job security for existing employees. To that end, the parties agree that if a particular Employer or Local Union identifies such opportunities and notifies the Co-Chairmen of the National Negotiating Committee of same, those Co-Chairmen will promptly facilitate discussions between the involved U.S. and Canadian Local Unions in an attempt to bring about an agreement as to how to fully capitalize on the opportunities in a manner that is equitable to the employees who would be involved.

ARTICLE 30, SECTION 5 - AIR CONDITIONING

Revise the second paragraph of Section 5 as follows:

Air-conditioning units shall be maintained in proper operating condition. If an air conditioner is out of service and written up at time of arrival at home terminal it must be repaired before the next dispatch. If an air-conditioning unit, which was not written up as inoperable at its most recent arrival at an employee's home terminal, fails to operate at the time of dispatch and repair is not readily available, repairs may be delayed for a maximum of twenty-four (24) hours. If an air conditioning unit becomes inoperable during a trip, repairs will be made immediately unless repairs will be completed at a Company terminal within twenty-four (24) hours of notification to the Company of the need for repairs. Drivers will be compensated for time spent waiting for the repairs to be completed; provided, however, that in no case shall any employee be paid more than eight (8) hours out of every twenty-four (24) hour period as set forth in the breakdown provisions of the respective Area Supplemental Agreements.

ARTICLE 30, SECTION 7 - JOINT HEALTH AND SAFETY COMMITTEE

Add new Subsection 7(k) to Section 7 as follows:

(k) The Employer will ensure that drivers hauling used cars will have access to an accurate height gauge at the loading facility or be provided with a height stick. The Employer will not be responsible for replacement of height sticks which it issues.

ARTICLE 30, SECTION 10, PARAGRAPH 3(c) - JOINT HEALTH & SAFETY COMMITTEE - FUEL TANK PLACEMENT

Revise third paragraph of Section 10 as follows:

Effective on the ratification date of the contract, all newly acquired line haul (i.e. regularly assigned to road) equipment shall be equipped with fuel tanks with a minimum capacity of one hundred (100) gallons. ~~of an adequate size to allow a normal operating range of five hundred (500) miles.~~

ARTICLE 30, SECTION 14(D) - SUBSTANCE ABUSE TESTING AND DISCIPLINARY ACTION

Revise first paragraph of Subsection (D) as follows:

D. Paid-for Time.

An employee who is required to submit to a random drug or alcohol test will be paid at the appropriate hourly rate for the time required in traveling to and from, and spent at, the collection/testing site. When requested by an employee, the Employer will provide transportation to and from the test site for all tests.

ARTICLE 30, SECTION 19 - JOINT HEALTH & SAFETY COMMITTEE

Revise Section 19 as follows:

The Employer shall not require a driver to drive in excess of ten (10) hours within a tour of duty. It will also be the employee's option whether to utilize a thirty-four (34) hour restart or the seventy (70) hours in eight (8) day rule.

ARTICLE 33, SECTION 1 - WORK PRESERVATION

Revise first paragraph of Section 1 as follows:

For the purpose of protecting and preserving Carhaul Work (as defined in the Work Preservation Agreement for Signatory Employers, but excluding office units except as provided in the Western Area Office Supplement and the Michigan Office Supplement) for the Employer's bargaining unit employees, eliminating contracting and double breasting practices under which Employer permits persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement, the Employer agrees that it shall not undertake to, nor permit any Controlled Affiliate (including freight broker companies as these terms are defined in the Work Preservation Agreement for Signatory Employers) to subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

**NATIONAL MASTER AUTOMOBILE TRANSPORTERS AGREEMENT
WORK PRESERVATION AGREES
2008-2011**

INDEX TO AGREEMENTS

**Work Preservation Agreement for Signatory Employers
Active Truck Transport, L.L.C.
Allied Systems Holdings, Inc. and Allied Automotive Group, Inc.
Cassens Corporation
Jack Cooper Transport Co., Inc.**

**WORK PRESERVATION AGREEMENT
FOR SIGNATORY EMPLOYERS**

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among the undersigned employer party to the 2008-2011 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), and the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. Union and Employer enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer's bargaining unit

employees, eliminating contracting and double breasting practices under which Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Employer agrees that it shall not undertake to, nor permit any Controlled Affiliate (including freight broker companies) to, subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Employer agrees that it shall not permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein.

4. Employer agrees that it will not engage in any scheme, transaction, restructuring or reorganization that permits it or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein. The Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.

5. Employer and Union waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle. Neither party will bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, nor permit any Controlled Affiliate to bring any such legal action, nor voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Employer or any Controlled Affiliate from responding to a properly issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double breasting practices consistent with governing law, and (b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. All grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA and pursuant to the procedure described in Article 33, Section 3 of the NMATA.

8. In the event Union submits a grievance involving Employer under the expedited arbitration procedure established in Article 33, Section 3, Employer and Union shall provide all information, documents or materials that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union or Employer. If, and to the extent that, the Employer or the Union fails or refuses to comply with this request for information, for any reason, the Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union or the Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended. If, and to the extent Employer or Union fails to comply with this provision for any reason, the Union or Employer may argue that the Board of Arbitration should draw an adverse inference against Employer or Union concerning the subject matter of the information that Employer or Union has failed to provide to Union or Employer within fifteen (15) days.

9. The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in any agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

In the event the Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the

operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

This section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work*. The term "Carhaul Work" means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer's bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that "Carhaul Work" is not limited to the specific work assignments presently, historically and hereafter performed by the Employer's bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer's bargaining unit employees have the necessary skills and ability to perform.

b. *Controlled Affiliate*. Any person or entity shall be deemed to be a "Controlled Affiliate" of Employer if Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right or authority to control, manage or direct such entity's day-to-day operations, or (ii) maintains the power, right or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

12. This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, canceled or terminated by Employer, except as provided for in Article 35 of the NMATA.

By: _____

Its: _____

Dated: _____

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____

**ACTIVE TRUCK TRANSPORT, L.L.C.
WORK PRESERVATION AGREEMENT**

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among (1) the undersigned employer parties to the 2008-2011 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), (2) Active Truck Transport, L.L.C. parent to Active USA, Inc. (hereinafter referred to as "Parent"), and (3) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. Parent, Union and Employer enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer's bargaining unit employees, eliminating contracting and double-breasting practices under which Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Parent and Employer agree that neither Parent nor Employer shall undertake

to, or permit any Controlled Affiliate (including freight broker companies) to subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Parent and Employer agree that neither Parent nor Employer shall permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein.

4. Parent and Employer agree that they will not engage in any scheme, transaction, restructuring or reorganization that permits Parent, Employer or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein. The Parent and/or Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Parent or Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.

5. Parent, Employer and Union agree that they waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle and that they will not bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, permit any Controlled Affiliate to bring any such legal action, or voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Parent, Employer or any Controlled Affiliate from responding to a properly-issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double-breasting practices consistent with governing law, and (b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. Parent agrees that all grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA and pursuant to

the procedure described in Article 33, Section 3 of the NMATA. Parent hereby expressly agrees to voluntarily submit to and be fully bound by the expedited arbitration and information exchange procedures established in Article 33, Sections 3 and 4 of the NMATA in all respects as if every reference to the term "Employer" in those Sections also expressly refers to, includes and binds Parent. However, it is understood and agreed that Parent is not a signatory to the NMATA or any of its various supplements and is not, solely by virtue of this Agreement, single or joint employer with the signatory Employer(s).

8. In the event Union submits a grievance involving Parent and/or Employer under the expedited arbitration procedure established in Article 33, Section 3, Parent and Employer and Union shall provide all information, documents or materials that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union, Parent, or Employer. If, and to the extent that, the Parent, the Employer or the Union fails or refuses to comply with this request for information, for any reason, the Parent, the Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Parent, the Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union, the Parent or the Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended. If, and to the extent Parent, Employer or Union fails to comply with this provision for any reason, the Union, Parent or Employer may argue that the Board of Arbitration should draw an adverse inference against Parent, Employer or Union concerning the subject matter of the information that Parent, Employer or Union has failed to provide to Union, Parent or Employer within fifteen (15) days.

9. The Parent and Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Parent and Employer agree that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

In the event the Parent or Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Parent or Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the

purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Parent or Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

This section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work*. The term "Carhaul Work" means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer's bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that "Carhaul Work" is not limited to the specific work assignments presently, historically and hereafter performed by the Employer's bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer's bargaining unit employees have the necessary skills and ability to perform.

b. *Controlled Affiliate*. Any person or entity shall be deemed to be a "Controlled Affiliate" of Parent and/or Employer if Parent or Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right or authority to control, manage or direct such entity's day-to-day operations, or (ii) maintains the power, right or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

12. This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, canceled or terminated by either Parent or Employer, except as provided for in Article 35 of the NMATA.

For the Parent:

ACTIVE TRUCK TRANSPORT, L.L.C.

By: _____

Its: _____

Dated: _____

For the Employer:

ACTIVE USA, INC.

By: _____

Its: _____

Dated: _____

For the Union:

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____

ALLIED SYSTEMS HOLDINGS, INC. AND ALLIED AUTOMOTIVE GROUP, INC. WORK PRESERVATION AGREEMENT

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among (1) the undersigned employer parties to the 2008-2011 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), (2) the Employers' corporate parent Allied Automotive Group, Inc. (hereinafter referred to as "Parent"), which controls or maintains the right to control Employer, QAT, Inc., Inter Mobile, Inc., Legion Transportation, Inc., Allied Freight Brokers, Inc., B&C Company, and other wholly-owned subsidiaries, (3) the Employers' ultimate corporate Parent Allied Systems Holdings, Inc. (hereinafter referred to as "Ultimate Parent"), which controls or maintains the right to control Employers, Allied Automotive Group, Inc., and Axis Group, Inc., and other wholly-owned subsidiaries, and (4) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. Ultimate Parent, Parent, Employer and Union enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer's bargaining unit employees, eliminating contracting and double-breasting practices under which Ultimate Parent, Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Ultimate Parent, Parent and Employer agree that neither Ultimate Parent, Parent nor Employer shall undertake to, or permit any Controlled Affiliate (including freight broker companies) to subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Ultimate Parent, Parent and Employer agree that neither Ultimate Parent, Parent nor Employer shall permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer.

4. Ultimate Parent, Parent and Employer agree that they will not engage in any scheme, transaction, restructuring or reorganization that permits Ultimate Parent, Parent, Employer or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein. The Ultimate Parent, Parent and/or Employer shall give written notification to the Union within fifteen (15) business days of the effective date of any corporate or business entity restructuring or reorganization relating to the Ultimate Parent, Parent or Employer, and/or acquisition (i.e. majority interest) by the Ultimate Parent, Parent, Employer or any agent thereof, of any entity engaged in Carhaul Work.

5. Ultimate Parent, Parent, Employer and Union agree that they waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle and that they will not bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, permit any Controlled Affiliate to bring any such legal action, or voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Ultimate Parent, Parent, Employer or any Controlled Affiliate from responding to a properly-issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double-breasting practices consistent with governing law, and (b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. Ultimate Parent, Parent agrees that all grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA and pursuant to the procedure described in Article 33, Section 3 of the NMATA. Ultimate Parent, Parent hereby expressly agrees to voluntarily submit to and be fully bound by the expedited arbitration and information exchange procedures established in Article 33, Sections 3 and 4 of the NMATA in all respects as if every reference to the term "Employer" in those Sections also expressly refers to, includes and binds Ultimate Parent and Parent. At the arbitration hearing, once the Union has established common ownership or management between the Ultimate Parent, Parent or the Employer and the alleged Controlled Affiliate and the fact that the alleged Controlled Affiliate is

performing Carhaul Work as that term is defined in the Work Preservation Agreement, the burden of proof shall shift to the Ultimate Parent, the Parent or the Employer to establish that the Ultimate Parent, the Parent or the Employer does not maintain the power, right and authority to control, manage and direct such entity's day-to-day operations, and that the Ultimate Parent, the Parent or the Employer does not maintain the power, right and authority to assign, and direct the assignment, and veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

8. In the event Union submits a grievance involving Ultimate Parent, Parent and/or Employer under the expedited arbitration procedure established in Article 33, Section 3, Ultimate Parent, Parent and Employer shall provide all information, documents or materials that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union. The Ultimate Parent/Parent/Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Ultimate Parent/Parent/Employer or the Union or any other entity or person. If, and to the extent that, the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union or the Ultimate Parent/Parent/Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended. If and to the extent Ultimate Parent, Parent, Employer or the Union fails to comply with this provision for any reason, Ultimate Parent, Parent, Employer or the Union may argue that the Board of Arbitration should draw an adverse inference against Ultimate Parent, Parent, Employer or the Union concerning the subject matter of the information that Ultimate Parent, Parent, Employer or Union have failed to provide to Union, Ultimate Parent, Parent or Employer within fifteen (15) days.

9. The Ultimate Parent, Parent and Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Ultimate Parent, Parent and Employer agree that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

In the event the Ultimate Parent, Parent or Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Ultimate Parent, Parent or Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its

expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Ultimate Parent, Parent or Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work*. The term "Carhaul Work" means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer's bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that "Carhaul Work" is not limited to the specific work assignments presently, historically and hereafter performed by the Employer's bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer's bargaining unit employees have the necessary skills and ability to perform.

b. *Controlled Affiliate*. Any person or entity shall be deemed to be a "Controlled Affiliate" of Ultimate Parent, Parent and/or Employer if Ultimate Parent, Parent or Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right or authority to control, manage or direct such entity's day-to-day operations, or (ii) maintains the power, right or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

12. This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, canceled or terminated by either Ultimate Parent, Parent or Employer, except as provided for in Article 35 of the NMATA.

For the Ultimate Parent:

ALLIED SYSTEMS HOLDINGS, INC.

By: _____

Its: _____

Dated: _____

For the Parent:

ALLIED AUTOMOTIVE GROUP, INC.

By: _____

Its: _____

Dated: _____

For the Employer:

ALLIED SYSTEMS, LTD.
F.J. BOUTELL DRIVEAWAY COMPANY, INC.
TRANSPORT SUPPORT, INC.

By: _____

Its: _____

Dated: _____

For the Union:

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____

**CASSENS CORPORATION
WORK PRESERVATION AGREEMENT**

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among (1) the undersigned employer party to the 2008-2011 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), (2) the Employer's corporate parent Cassens Corporation (hereinafter referred to as "Parent"), and (3) the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. Parent, Union and Employer enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer's bargaining unit employees, eliminating contracting and double-breasting practices under which Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Parent and Employer agree that neither Parent nor Employer shall undertake to, or permit any Controlled Affiliate (including freight broker companies) to, subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Parent and Employer agree that neither Parent nor Employer shall permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein.

4. Parent and Employer agree that they will not engage in any scheme, transaction, restructuring or reorganization that permits Parent, Employer or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's

bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein. The Parent and/or Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Parent or Employer of any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.

5. Parent, Employer and Union agree that they waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle and that they will not bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, permit any Controlled Affiliate to bring any such legal action, or voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 5 shall be construed to prohibit Union, Parent, Employer or any Controlled Affiliate from responding to a properly-issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double-breasting practices consistent with governing law, and (b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. Parent agrees that all grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA and pursuant to the procedure described in Article 33, Section 3 of the NMATA. Parent hereby expressly agrees to voluntarily submit to and be fully bound by the expedited arbitration and information exchange procedures established in Article 33, Sections 3 and 4 of the NMATA in all respects as if every reference to the term "Employer" in those Sections also expressly refers to, includes and binds Parent. However, it is understood and agreed that Parent is not a signatory to the NMATA or any of its various supplements and is not, solely by virtue of this Agreement, single or joint employer with the signatory Employer(s).

8. In the event Union submits a grievance involving Parent and/or Employer under the expedited arbitration procedure established in Article 33, Section 3, Parent and Employer and Union shall provide all information, documents or materials that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union, Parent, or

Employer. If, and to the extent that, the Parent, the Employer or the Union fails or refuses to comply with this request for information, for any reason, the Parent, the Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Parent, the Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union, the Parent or the Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended. If, and to the extent Parent, Employer or Union fails to comply with this provision for any reason, the Union, Parent or Employer may argue that the Board of Arbitration should draw an adverse inference against Parent, Employer or Union concerning the subject matter of the information that Parent, Employer or Union has failed to provide to Union, Parent or Employer within fifteen (15) days.

9. The Parent and Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Parent and Employer agree that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

In the event the Parent or Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the parent or Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Parent or Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

This section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work*. The term “Carhaul Work” means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer’s bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that “Carhaul Work” is not limited to the specific work assignments presently, historically and hereafter performed by the Employer’s bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer’s bargaining unit employees have the necessary skills and ability to perform.

b. *Controlled Affiliate*. Any person or entity shall be deemed to be a “Controlled Affiliate” of Parent and/or Employer if Parent or Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right or authority to control, manage or direct such entity’s day-to-day operations, or (ii) maintains the power, right or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

12. This Work Preservation Agreement does not apply to Marysville Releasing, Inc., Auto Releasing, Inc. and Auto Terminals, Inc., whose operations are covered by separate collective bargaining agreements with Local Unions affiliated with the International Brotherhood of Teamsters.

13. This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, cancelled or terminated by either Parent or Employer, except as provided for in Article 35 of the NMATA.

For the Parent:

CASSENS CORPORATION

By: _____

Its: _____

Dated: _____

For the Employer:

CASSENS TRANSPORT COMPANY

By: _____

Its: _____

Dated: _____

For the Union:

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____

JACK COOPER TRANSPORT CO., INC. WORK PRESERVATION AGREEMENT

This Work Preservation Agreement (the "Agreement") is made and entered into in accordance with Section 301 of the Labor Management Relations Act, 29 U.S.C. §185, by and among the undersigned employers party to the 2008-2011 National Master Automobile Transporters Agreement (the "NMATA") as identified in Article 1, Section 1 of the NMATA and/or applicable Supplemental Agreements (hereinafter referred to as "Employer"), and the undersigned Local Unions affiliated with the International Brotherhood of Teamsters that are parties to the NMATA as identified in Article 1, Section 2 of the NMATA and the Teamsters National Automobile Transporters Industry Negotiating Committee ("TNATINC") (hereinafter collectively referred to as "Union").

1. Union and Employer enter into this Work Preservation Agreement for the purpose of protecting and preserving Carhaul Work for the Employer's bargaining unit employees, eliminating contracting and double breasting practices under which Parent or Employer permit persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement.

2. Employer agrees that it shall not undertake to, nor permit any Controlled Affiliate (including freight broker companies) to, subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.

3. Employer agrees that it shall not permit any Controlled Affiliate other than Employer to perform any Carhaul Work and that no Carhaul Work shall be performed by any Controlled Affiliate other than Employer, except as permitted herein. In addition to the obligations of the Agreement, Employer agrees that Vehicle Processing and Distribution, Inc. ("VPD"), a controlled affiliate of Employer, shall not perform Carhaul Work, except in accordance with the provisions of this Agreement and the NMATA.

4. Employer agrees that it will not engage in any scheme, transaction, restructuring or reorganization that permits it or any Controlled Affiliate either to evade the protection of Carhaul Work for Employer's bargaining unit employees under this Agreement or to perform or assign or to permit the performance or assignment of any Carhaul Work outside the terms and conditions of this Agreement, the NMATA and applicable Supplemental Agreements, except as permitted herein. The Parent and/or Employer shall give written notification to the Union within fifteen (15) working days of the effective date of any acquisition (i.e. majority interest) by the Parent or Employer of

any entity engaged in Carhaul Work as defined in Paragraph 10 (a) of this Work Preservation Agreement.

5. Employer and Union waive any and all rights to assert that this Agreement or Article 33 of the NMATA violates any law or legal principle. Neither party will bring any legal challenge or action of any form concerning the validity of this Agreement or Article 33 of the NMATA, nor permit any Controlled Affiliate to bring any such legal action, nor voluntarily provide any support to any person or entity that brings any such legal action; provided, however, that nothing in this paragraph 6 shall be construed to prohibit Union, Employer or any Controlled Affiliate from responding to a properly issued subpoena or similar legal process.

6. In the event that any provision of this Agreement or Article 33 of the NMATA is voided, invalidated or enjoined by a final decision of any court or government agency, then (a) the parties intend and agree that this Agreement shall be construed to provide the Union and the Employer's bargaining unit employees with the broadest permissible work preservation protection against subcontracting and double breasting practices consistent with governing law, and (b) Union and Employer shall each have the option to reopen collective bargaining negotiations over the NMATA, any Supplemental Agreement and/or this Agreement, in whole or in part, notwithstanding the duration clause contained in Article 35 of the NMATA.

7. All grievances or disputes concerning the interpretation or application of this Agreement shall be resolved in final and binding arbitration before the Board of Arbitration established in Article 33, Section 3 of the NMATA and pursuant to the procedure described in Article 33, Section 3 of the NMATA.

8. In the event Union submits a grievance involving Employer under the expedited arbitration procedure established in Article 33, Section 3, Employer and Union shall provide all information, documents or materials that are relevant in any way to the Union's grievance within fifteen (15) days of the receipt of any written request for such information, documents or materials by the Union or Employer. If, and to the extent that, the Employer or the Union fails or refuses to comply with this request for information, for any reason, the Employer or the Union may request a subpoena duces tecum from the majority of the Board of Arbitration requiring that the information be produced by the Employer or the Union or any other entity or person. If, and to the extent that the subpoenaed party fails or refuses to comply with a subpoena issued by the majority of the Board of Arbitration, the Union or the Employer may seek enforcement of the subpoena in federal court pursuant to Section 301 of the Labor-Management Relations Act of 1947, as amended. If, and to the extent Employer or Union fails to comply with this provision for any reason, the Union or Employer may argue that the Board of Arbitration should draw an adverse inference against Employer or Union concerning the subject matter of the information that Employer or Union has failed to provide to Union or Employer within fifteen (15) days.

9. The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in any agreement of sale, transfer or assignment of the business. In the event an entire operation or a portion thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidation or spin-offs or any other method by which business is transferred.

In the event the Employer fails to require the purchaser, the transferee or lessee to agree to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operations covered by this Agreement may be transferred.

Such notice shall be in writing, with a copy to the Union, at the time the seller, transferor or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Union shall also be advised of the exact nature of the transaction, not including financial details.

This section shall not impose any independent obligations under the NMATA, its supplements or this Agreement on any holding company that owns or controls Parent.

10. The following definitions shall apply to certain of the capitalized terms in this Agreement:

a. *Carhaul Work.* The term “Carhaul Work” means and includes any and all present work and future work opportunities of the kind, nature and type currently, historically or traditionally performed by the Employer’s bargaining unit employees in connection with the over-the-road transportation of motor vehicles, including without limitation the transportation of motor vehicles to or from automobile dealers, manufacturers, plants, railheads, ports or staging yards; associated loading and unloading work; associated shuttle work and releasing work; associated maintenance work and yard work; and any other work of the type performed by any employee classification covered by the NMATA and/or applicable Supplemental Agreements. The parties agree and confirm that “Carhaul Work” is not limited to the specific work assignments presently, historically and hereafter performed by the Employer’s bargaining unit employees but also includes any and all future work opportunities that are identical or similar in nature to such work and that the Employer’s bargaining unit employees have the necessary skills and ability to perform.

b. *Controlled Affiliate.* Any person or entity shall be deemed to be a “Controlled Affiliate” of Employer if Employer, whether directly or indirectly through common ownership or common management owns a majority ownership or majority voting interest in such entity and (i) maintains the power, right or authority to control, manage or direct such entity’s day-to-day operations, or (ii) maintains the power, right or authority to assign, or direct the assignment, or veto or block the assignment of Carhaul Work to such entity, or to prevent such entity from performing Carhaul Work.

11. The rights and obligations created under this Agreement shall be in addition to those created under Article 33 of the NMATA. This Agreement shall be incorporated into and printed with the NMATA.

12. This Agreement shall remain in full force and effect concurrently with the NMATA and shall not be altered, amended, canceled or terminated by Employer, except as provided for in Article 35 of the NMATA.

For the Employers:

JACK COOPER TRANSPORT CO., INC.
PACIFIC MOTOR TRUCKING COMPANY

By: _____

Its: _____

Dated: _____

For the Union:

TEAMSTERS NATIONAL AUTOMOBILE TRANSPORTERS
INDUSTRY NEGOTIATING COMMITTEE (TNATINC),
on behalf of itself and LOCAL UNIONS
affiliated with the International
Brotherhood of Teamsters

By: _____

Its: _____

Dated: _____