

UNION PACIFIC RAILROAD COMPANY

24125 Aldine Westfield
Spring, TX 77379



January 15, 2008

1450.10-1

Mr. T. L. Johnson
General Chairman, UTU
4411 Old Bullard Road, Ste. 600
Tyler, Texas 75703

Dear Sir:

This will confirm our discussions with regard to the new U.S. Development Group ("USDG) ethanol facility located in Arlington, Texas, with an unloading facility located at Tarrant Siding (Milepost 627.7), east of the ethanol facility. The trackage leading to the USDG facility is owned by Trinity Railway Express (TRE).

In an effort to meet the service level expectations of USDG, the parties mutually agree:

1. The Dallas-Fort Worth pool (RT50) and the protecting extra board(s) will be permitted to service USDG's unloading facility at Tarrant Siding, without claims or penalties from yard and/or road crews.
2. Yard assignment YNY65 will continue to operate as assigned.
3. In the event the Carrier discontinues servicing USDG's unloading facility at Tarrant Siding, the RT50 pool operations will be restored in accordance with applicable agreement provisions.
4. The terms and conditions of this Letter of Understanding are intended to address and/or apply to the specific circumstances outlined herein. Accordingly, such terms and conditions shall not be applied, or interpreted to apply, to other locations, runs, etc. This Letter of Understanding is made without prejudice to the position of either party, will not be referred to in connection with any other case, agreement (local or national) and/or dispute resolution.

5. Either party may cancel this Letter of Understanding by serving a thirty (30) day written notice upon the other. During that thirty (30) day period, the parties will meet to attempt to resolve the issue(s) that led to the cancellation notice.

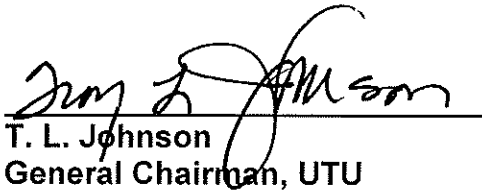
If this accurately reflects our understanding, please indicate by signing in the space provided.

Yours truly,



S. F. Boone
Director – Labor Relations

AGREED:



T. L. Johnson
General Chairman, UTU