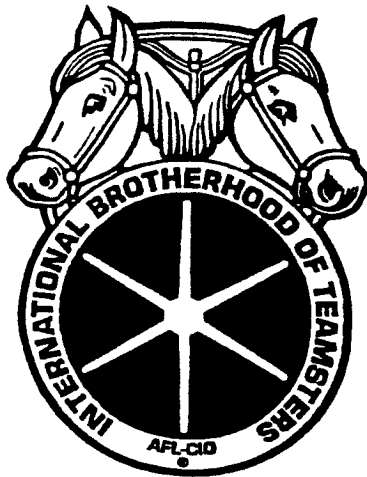


AGREEMENT BETWEEN
TEAMSTERS LOCAL UNION NO. 688

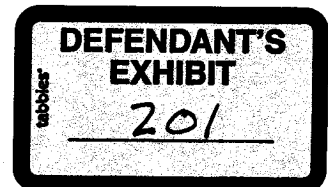


AND



FELD ENTERTAINMENT, INC.
dba RINGLING BROS. AND BARNUM & BAILEY CIRCUS

January 1, 1999
to
December 31, 2001



FEI 53210

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d/b/a RINGLING BROS. AND BARNUM & BAILEY CIRCUSJANUARY 1, 1999
TO
DECEMBER 31, 2001

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A G R E E M E N T

This Agreement entered into as of this 1st day of January, 1999, by and between the undersigned Employer, or its successors and assigns, and the TEAMSTERS LOCAL UNION No. 688, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, for itself and on behalf of the employees now employed and hereafter employed by the Employer, and collectively designated as the Union.

WHEREAS, the parties hereto desire to cooperate in maintaining a proper and suitable management labor relationship; and

WHEREAS, the parties hereto desire to establish fair and equitable terms and conditions of employment; and

WHEREAS, the parties have now agreed upon various provisions in fulfillment of the aforementioned purpose and desire to enter into a labor agreement incorporating said provisions covering terms and conditions of employment;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

In consideration of the premises and mutual covenants and agreements of the parties hereinafter set forth, the parties do hereby agree as follows:

ARTICLE I -- RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all workingmen, technicians, riggers and animal handlers employed by the Employer's traveling units. The bargaining unit shall exclude supervisors, guards, performers, administrative and clerical personnel and those employees in classifications covered by other collective agreements.

The management of the Employer's business, including the direction of the working force, shall be vested solely in the Employer, limited only by the provisions of this Agreement.

ARTICLE II -- UNION SECURITY

All employees covered by this Agreement who are members of the Union at the time of the execution of this Agreement shall be required to maintain their membership in the Union in good standing as a condition of continued employment, throughout the period of this Agreement. All employees who are not members of the Union at the time of the execution of this Agreement shall be required to become members of the Union at the execution of this Agreement, and such employees shall be required to maintain such membership in good standing as a condition of continued employment thereafter, throughout the period of this Agreement. All employees hereafter hired shall become members of the Union not later than the 31st day following the beginning of their employment, and such employees shall be required to maintain such membership in good standing as a condition of continued employment thereafter, throughout the period of this Agreement.

In filling vacancies for available jobs, the Employer agrees to interview and give consideration to unemployed members of the Union, but the Employer shall not be obligated to hire or refuse to hire any employee on account of his membership or non-membership in the Union at the time of such application for employment.

ARTICLE III -- CHECKOFF

Section 1. The Employer hereby agrees that it will make a monthly deduction from the pay of each of the employees covered by this Agreement for current periodical Union dues and initiation fees, as prescribed by the Union, and shall promptly pay such sums, so deducted, to the Union, provided, however, that the Employer is furnished with written authorization and assignment signed by each of said employees from whose wages said periodic dues and initiation fees shall be deducted. Such assignment shall be irrevocable for a period no longer than one year, or the expiration of this Agreement, whichever occurs first. Employer remittances shall be accompanied by an

itemized statement showing the name of each employee and the amount checked off for dues and initiation fees.

Section 2. The Employer will give notice of its route for the coming season and of any changes made thereto.

ARTICLE IV -- TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, lessee, transferee, assignee, etc. of the operation covered by the Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

ARTICLE V -- STEWARDS

The Employer recognizes the right of the Union to designate Union stewards to handle such Union business as may from time to time be delegated to them by the Union. The Union stewards have no authority to take strike action or any other action interrupting the Employer's business in violation of this Agreement, or any action in violation of law. The Employer recognizes this limitation upon the authority of the Union stewards. The Employer, in so recognizing such limitations, shall have the authority to render proper discipline, including discharge, to such Union stewards, in the event the Union steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. Union stewards shall be employees of the Employer.

ARTICLE VI -- ABSENCE

Section 1. Time Off for Union Activities. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employees designated by the Union to attend a labor convention or serve in any capacity on other Union business, provided 48 hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

Section 2. Leaves of Absence. Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Union and Employer. During the period of absence, the employee shall not engage in gainful employment in the same industry or classification covered by this contract. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

ARTICLE VII -- SENIORITY

1. When employees are laid off, employees with the longest service shall be laid off last and rehired first. All laid off employees shall be rehired in the reverse order in which they were laid off. No new employees shall be hired until all laid off employees shall first have been recalled, whenever such recall is practicable.

2. An employee shall lose his seniority rating in the event that he quits or is discharged for proper cause or has been laid off for a period of one season or more for any reason other than sickness.

3. An employee who is notified at his last known address to return to work in order to be considered for a job must notify the Employer within twenty-four (24) hours to the effect that he will return within five (5) days from the time of the Employer's notification. An employee who notifies the Employer within twenty-four (24) hours to the effect that he will return within five (5) days from the time of the Employer's notification will not lose his seniority rights, but the Employer need not consider him for a job at that time. Any such employee who fails to notify as provided herein shall be considered as having voluntarily quit his employment.

4. The parties recognize that from time to time employees may accept temporary assignments for the benefit of the Employer with the expectation that they will eventually return to the bargaining unit covered by this Agreement. Upon return to the bargaining unit, such employees shall have all seniority benefits provided for under this Agreement as though they had been continuously employed within the bargaining unit.

ARTICLE VIII -- RELATIONSHIP OF PARTIES

The Employer and the Union agree that they will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the other party hereto.

The Employer and the Union will not unlawfully discriminate against any employee covered by this Agreement because of race, color, creed, sex, religion, national origin, age or union affiliation. This Article shall be construed in accord with Article II concerning Union security.

ARTICLE IX -- MACHINERY FOR ADJUSTMENT OF GRIEVANCES

Section 1. In the event of any complaint or grievance by the Union or any employee covered by this Agreement, or in the event of any dispute as to the operation or interpretation of any part of this Agreement, the procedure in adjusting same shall be in accordance with the following paragraphs:

- (a) The complaint, grievance or dispute may be instituted by an employee, Union steward, or the Union, acting in the first instance, through the Union steward or the Union representative. Said Union steward or representative shall take the matter up for adjustment with the appropriate supervisor, and thereafter with the General Manager, within five (5) days of the event giving rise to the grievance or complaint.
- (b) In the event that the complaint cannot be adjusted satisfactorily with the General Manager within five (5) days, the matter shall be considered by and between the Union representative and an Employer representative designated by the Employer.
- (c) In the event of the Employer's failure to adjust the complaint to the Union's satisfaction within ten (10) additional days, the matter in dispute may be submitted to arbitration at the request of the Union, as hereinafter provided.
- (d) Whenever the Union invokes arbitration, the Union shall present a submission of the dispute in writing to the Employer with a demand that it shall be referred to arbitration. Failure to invoke arbitration within twenty (20) days of the event giving rise to the grievance or complaint shall be deemed to have settled such grievance or complaint on the basis of the Employer's position. The parties may extend this time deadline by mutual agreement.
- (e) In the event that the Union invokes arbitration, an arbitrator shall be selected promptly in accordance with the rules then obtaining of the Federal Mediation and Conciliation Service.
- (f) The arbitrator shall hear the dispute as presented in the submissions of the parties and render his decision without delay. The decision of the arbitrator shall be final and binding on all parties. Fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. The arbitrator shall

have the authority only to interpret and apply the express provisions of this Agreement and shall not have authority to substitute his discretion for that of the parties, to add to, subtract from or modify the terms hereof or to grant relief extending beyond the terms hereof. .

Section 2. It is further agreed that the parties will, within two weeks of the date of the signing of this Agreement, serve upon each other a written notice, which notice will list the party's authorized representative who will deal with the other party, and make commitments for the party generally. In the event of any strike, picketing or stoppage of work, the Union representative shall, within twenty-four (24) hours after request made to the Union by the Employer, declare and advise the Employer representative making such request, by telegram or telefax, whether the Union has authorized such strike, picketing or stoppage of work. The Union's failure to so respond shall be deemed an authorization of such activity. It is further agreed that in all cases of an unauthorized strike, picketing, slow-down, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members if it undertakes every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above. It is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right to reasonable discipline short of discharge. After the first twenty-four (24) hour period of such stoppage, and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, picketing, slow-down, walkout or any other cessation of work.

Section 3. There shall be no strikes, picketing, sympathy strikes, reduction in work standards, stoppages of work or lockouts during the term of this Agreement.

ARTICLE X -- PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to cross a lawful, primary picket line.

ARTICLE XI -- DISCHARGE OR SUSPENSION

The Employer or its agent shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, unless otherwise stated in this Agreement, shall give at least one warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and Union steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness, assault

or gross insubordination, recklessness resulting in accident while on duty or willful destruction or defacement of property either owned or leased by the Employer and for which it is responsible. The warning notice as herein provided shall not remain in effect for a period of more than one (1) season. The Union steward will be given copies of all warning notices. Discharge must be by proper written notice to the employee affected and the Union. The Union steward will be permitted to be present when an employee is discharged if that is feasible. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work. Appeal from discharge or suspension must be taken within ten (10) days by written notice and a decision reached within fifteen (15) days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) days, the case shall be taken up as provided in the Grievance Procedure.

ARTICLE XII -- WORKING CONDITIONS

Section 1. The Employer agrees that if any employee is required to wear any kind of uniform or costume as a condition of his continued employment, such uniform or costume shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer; provided that employees who work in the transportation or animal departments shall be furnished two (2) uniforms. Voluntary pooling arrangements for the purchase of uniforms or costumes shall not come within the scope of this Article. The Employer will provide five (5) sets of uniforms (shirts and pants) for the train crew.

Section 2. The Employer agrees to supply rain gear to those employees required to work in inclement weather. Lights and fans will be on whenever practicable when employees are required to clean stock cars. Employer will provide stock cars with water in bottles or igloo-type coolers and with camping-style chemical toilets while train is in transit.

Section 3. The General manager will review the space available to the Circus in each arena and will use his best efforts to allocate a reasonable amount of dressing area space for use by Union members.

Section 4. No employee will be required to assist performers who desire to practice on set-up or tear-down days or on days when three (3) performances are scheduled; however, ups and downs for which the employee is being compensated will not be considered set-ups or tear-downs for this purpose.

Employees who are assigned to assist performer practices will be given notice of their assignment before the start of the show immediately preceding the practice, except that such advance notice will not be required if the practice is

necessary to rehearse a replacement for an injured or sick performer or for other extraordinary reasons.

Section 5. During the first 30 days of their employment, employees shall be deemed on a probationary period. During such period they may be discharged at the Employer's discretion alone.

Section 6. The Employer will post all Union positions (other than entry level) where Union notices are ordinarily posted for a period of five (5) days before recruiting from the outside. In addition, in the event any employee desires to change departments, the employee shall put his request in writing to the Employer's General Manager, and such request will be considered when an opening in the requested department becomes available. The General Manager shall take into account the employee's ability and seniority in considering any request for a posted position or transfer; however, the General Manager's decision shall be within his sole and absolute discretion. It is understood that any employee who has transferred from one department to another in this manner shall not be eligible to request another transfer for a period of 12 months after the transfer has become effective.

ARTICLE XIII -- MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1942, shall be granted all rights and privileges provided by the Act.

ARTICLE XIV -- EQUIPMENT, ACCIDENTS, REPORTS

Section 1. Equipment. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

The Employer will provide, and employees will utilize, any safety equipment required by applicable federal, state or local law, rule or regulation.

Section 2. Accidents. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accidents.

Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3. Reports. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in unsafe operating condition until same has been approved as being safe by the mechanical department. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe operating condition, and receives no consideration from the Employer, he shall take the matter up with the Union representative who will take the matter up with the Employer.

ARTICLE XV -- WORK WEEK AND PAY PERIOD

The work week shall be the period from Monday through Sunday, and pay for each work week shall be paid in full no later than the following Saturday.

ARTICLE XVI -- HEALTH AND WELFARE

The Employer will maintain a plan which provides individual participant medical and dental coverage and life insurance for employees with ninety (90) days service with the Employer. Such coverage will provide benefits for participants comparable to the benefits which the Employer provides for its other traveling employees who are not covered by this Agreement; provided, however, that the death benefit shall be two times annual salary, not to exceed \$250,000.00. There will be no employee contributions for individual coverage (other than applicable deductibles and co-payments). Dependent coverage will be made available to any employee who desires the same, and the cost of such coverage shall be paid by the employee. It is understood that the coverage provided under this Agreement will be at least equal to the coverage that has been in effect for Union members during the period from 1996 through 1998 and that the cost to Union members for individual coverage will be no more than the cost of the coverage in effect during the 1996-1998 period, except that if the Employer establishes a plan which requires the use of pre-selected medical and dental practitioners and facilities and if any participant obtains services from any practitioner or facility of his or her own choosing which has not been pre-selected for the plan when a pre-selected practitioner or facility is available, then the participant may be required to incur a greater portion of the cost of the services that were actually used than he or she would have incurred if services pre-selected by the plan were used.

This plan shall be in full force and effect starting January 1, 1999, for the duration

of the Agreement, and on the starting date will include all employees who have been on the payroll for longer than a 90-day period.

ARTICLE XVII -- SUBCONTRACTING

The hiring of outside contractors shall not be done in such manner as to interfere with or discriminate against the seniority status of the Employer's employees. Such additionally contracted, subcontracted or hired outside equipment must be performed in compliance with the Articles of this Agreement.

ARTICLE XVIII -- POSTING OF NOTICES

The Employer agrees to the posting within its business premises of notices of Union meetings, etc. by an elected or appointed official of the Union.

ARTICLE XIX -- UNION COOPERATION

The Union, as well as the members thereof, agree at all times as fully as it may be within their power, to further the interests of the carnival industry and the Employer.

ARTICLE XX -- UNION ACTIVITIES

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE XXI -- SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money due to the employee within twenty-four (24) hours after the discharge occurs. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the same week.

ARTICLE XXII -- INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and investigating working conditions.

ARTICLE XXIII -- SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Riders thereto should be held Invalid by any tribunal of competent and final jurisdiction, or if compliance with or enforcement of any Article or Section should permanently be restrained by such tribunal, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of, has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE XXIV -- WAGES AND CLASSIFICATIONS

The wage schedule and job classification attached hereto as Schedule "A" are by this reference made a part of this Agreement.

Any employee now receiving a higher wage than herein established shall not suffer any reduction because of the terms and provisions of this Agreement.

ARTICLE XXV -- PENSIONS

The Employer agrees to participate in and to contribute to the Teamsters Negotiated Pension Plan on the following terms and conditions:

1. Said Pension Plan shall be administered by a Board of Trustees under the uses and trusts as set forth in that certain Trust Agreement attached hereto, and whose terms and conditions are herein incorporated by reference.
2. The Employer does hereby agree to be bound by and does hereby assent to all of the terms of said Trust Agreement, including the Trustees therein named; the Employer further agrees to execute such other and further documents and papers (including the said Trust Agreement) as shall be necessary or appropriate to evidence that it assents and subscribes to the terms thereof and accepts the Trustees therein named.

3. During the entire term of this Agreement, the Employer shall contribute (for and on behalf of its employees covered by this Agreement) to said Pension Plan and shall pay to said Trustees and Trust Fund the sum of \$18.00 per week for each said employee.
4. Acceptance of the Employer as a contributing Employer hereunder shall be in writing by the Board of Trustees.
5. The Employer agrees that the Teamsters Negotiated Pension Plan shall have the right to verify the accuracy of reports and contributions made by the Employer under this Agreement, by having its representatives or accountants audit and examine, upon not less than ten (10) days' notice and during the Employer's regular business hours, the following payroll records as they relate to employees covered by this Agreement: the Employer's weekly payroll journal, individual earnings records of employees and copies of Federal payroll tax returns. Such examinations shall not be conducted more frequently than once in any twelve (12) month period. If such examination discloses that the Employer has not made full reporting and payment, the cost of the examination and audit shall be paid by the Employer provided that such allocation of cost to the Employer shall not apply in the case of inadvertent or immaterial errors or clerical mistakes.
6. Contributions shall be made on all regular employees after one (1) year of employment. If an employee terminates his employment and is subsequently rehired, he will not have to meet the one-year eligibility period for pension contributions, provided that the period of his separation from the company does not exceed the duration of his most recent period of employment with the Company.
7. If the Employer asks an employee to transfer to a unit not covered by the collective bargaining agreement with the expectation that the employee will return to the unit covered by the agreement, the Employer will be obligated for the weekly pension contributions for that employee with payment to be made when the employee returns to the covered unit.

ARTICLE XXVI -- PAYROLL SAVINGS

After one (1) full year's employment, any employee may participate in a payroll savings account. The one (1) year of employment shall be measured from the date on which the employee is first employed by the Employer, whether before, on or after the date of this Agreement. The General Manager shall be instructed to withhold a minimum of \$5.00 per week from the weekly paycheck of any employee who elects in writing to participate, such sum to be deposited in a savings account established by the

Employer. Employees may authorize as large an amount to be deducted as they see

fit. There shall be three (3) entrance and exit days annually: the first day of the first pay period in January, the first day of the first pay period in May and on the first day of the first pay period in September. Employees participating in the plan may make interim withdrawals once every sixty (60) days; provided that they maintain a balance of at least fifty dollars. Other details of the plan shall be arranged by the Employer.

ARTICLE XXVII -- ILLEGAL SUBSTANCES

Section 1. Persons who possess, sell, purchase, exchange and/or use illegal substances will not be employed by the Circus. Possession, sale, purchase, exchange and/or use of illegal substances by any employee will be cause for immediate dismissal. Illegal substances include all substances covered under the Federal Controlled Substances Act, such as marijuana, cocaine and heroin as well as "crack" and all other derivative substances.

Section 2. The Employer reserves the right to test job applicants for use of illegal substances. Any applicant who refuses to be tested or whose test results are positive will not be employed.

Section 3. (a) The Employer reserves the right to test all employees covered by this contract on each Circus unit for use of illegal substances once in each 90-day period during each calendar year. Failure to test in any 90-day period will not constitute a waiver of the right to test during any subsequent 90-day period. In addition, the Employer reserves the right to test any employee for use of illegal substances at any time that the General Manager of the applicable Circus unit determines, in his sole discretion, there is cause to believe that the employee is under the influence of illegal substances at or in the area immediately adjacent to any arena or other place of work (wherever situated) or on or in the area immediately adjacent to the Circus train. The Employer also reserves the right to test any employee who is involved in an on-duty accident resulting in serious injury for use of illegal substances; the test to be done promptly after the accident. The testing provided for herein will be at the Employer's expense.

(b) If an employee tests positive, the Employer will advise the employee and will give him an opportunity to be re-tested within the next 10 days. If the second test is positive, the Employer will have the right to dismiss the employee immediately or to discipline the employee in any other manner it deems appropriate, subject to the provisions of Section 3(d) below regarding rehabilitation. If the employee's second test produces negative results, the employee will not be dismissed or disciplined for use of illegal substances; however, any employee tested in this manner will be subject to further testing in accordance with Section 3(a) above. If, over a period of time, an employee is tested on several occasions in accordance with Section 3(a) and if on two

successive occasions, he tests positive on the first test and negative on the retest, then the Employer will have the right to dismiss or otherwise discipline the employee if he tests positive on his next test without the necessity for re-testing the employee on that occasion, subject to the provisions of Section 3(d) below regarding rehabilitation.

(c) Refusal of any employee to be tested as provided in this Article will be cause for immediate dismissal.

(d) If any employee who has been employed by the Employer for more than 2 consecutive years tests positive on both his initial test and his retest, the Employer will have the right to lay that employee off and require that he enter a professionally-operated drug rehabilitation program. Failure to enter or to continue such a program will be cause for immediate dismissal. The employee's medical insurance will be kept in effect during his layoff. Upon successful completion of a rehabilitation program as certified by a qualified physician or therapist, the Employer will reemploy the suspended employee in his former position if it is available or in some other job category covered by this Agreement for which he is qualified. The cost of any rehabilitation program, to the extent not covered by the medical insurance provided by the Employer under this Agreement, will be the responsibility of the employee.

Section 4. Testing for illegal substances will be conducted by means of urinalysis in accordance with procedures commonly used for this purpose.

ARTICLE XXVIII -- APPEARANCE CODE

Section 1. All employees covered by this Agreement who work in the show or in the public areas of the arena must be clean shaven and have well-trimmed hair at the time they are employed and must continue to be clean shaven and have well-trimmed hair throughout the period of their employment with the limited exception set forth in Section 3 below.

Section 2. For purposes of this Article, "clean shaven" means no beard or moustache and not more than one day's growth of hair on the face; and "well-trimmed hair" means hair that is cut to a length at least two inches above the shoulder with sideburns that do not extend below the bottom of the ear.

Section 3. Any employee covered by this Agreement who was an employee of the Circus on October 1, 1986 and who, on that date, had a beard and/or moustache may retain his beard and/or moustache provided he keeps it clean and well-trimmed.

Section 4. Any employee who fails to comply with these requirements will be subject to a warning for his first violation and will be given 2 days to comply. Failure to comply within the 2-day period or any further violation of this provision will be cause for dismissal or such other discipline as the Employer deems appropriate.

ARTICLE XXIX -- TERMINATION OF AGREEMENT

The provisions of this Agreement shall become effective as of the 1st day of January, 1999, unless otherwise specified herein, and shall remain in full force and effect until the 31st day of December, 2001. The Agreement shall thereafter remain in full force and effect for successive one year periods, unless one of the parties hereto notifies the other party, in writing, more than 90 days prior to the expiration date, of its desire to modify or terminate this Agreement. The parties agree to commence face-to-face negotiations toward a new Agreement promptly thereafter, should requisite notice be given of a desire to terminate.

IN WITNESS WHEREOF, the parties have signed and executed this and several copies hereto, the day and year first above written.

TEAMSTERS LOCAL UNION NO. 688
affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, AND HELPERS
OF AMERICA

By David Lalandesi

FELD ENTERTAINMENT, INC.
d/b/a
RINGLING BROS. and
BARNUM & BAILEY CIRCUS

By Jeanne A. Sawalby
EXECUTIVE VICE PRESIDENT

SCHEDULE "A" -- WAGES

During the term of this Agreement (1999-2001), the wage categories for the job classifications set forth below shall be as follows:

| <u>JOB CLASSIFICATION</u> | <u>WAGE CATEGORY</u> | |
|---------------------------|----------------------|-------|
| WORKING MEN | Starting pay | \$230 |
| | After 6 months | 255 |
| | After 12 months | 270 |
| | After 2 years | 285 |
| | After 3 years | 300 |
| | After 4 years | 315 |
| | After 5 years | 320 |
| | After 6 years | 325 |
| | After 7 years | 330 |
| ANIMAL HANDLERS | Starting pay | \$237 |
| | After 6 months | 262 |
| | After 12 months | 277 |
| | After 2 years | 292 |
| | After 3 years | 307 |
| | After 4 years | 322 |
| | After 5 years | 327 |
| | After 6 years | 332 |
| | After 7 years | 337 |
| RIGGERS | Starting pay | \$255 |
| | After 6 months | 286 |
| | After 12 months | 293 |
| | After 2 years | 308 |
| | After 3 years | 323 |
| | After 4 years | 338 |
| | After 5 years | 343 |
| | After 6 years | 348 |
| | After 7 years | 353 |
| TECHNICIANS | Starting pay | \$265 |
| | After 6 months | 296 |
| | After 12 months | 303 |
| | After 2 years | 318 |
| | After 3 years | 333 |
| | After 4 years | 348 |
| | After 5 years | 353 |
| | After 6 years | 358 |
| | After 7 years | 363 |

Employees with more than seven (7) but less than ten (10) years of service shall receive an additional \$6.00 per week for each year of service in excess of seven (7). Employees with ten (10) years of service or more but less than fifteen (15) years of service shall receive an additional \$7.00 per week for each year of service in excess of nine (9). Employees with fifteen (15) years of service or more shall receive an additional \$8.00 per week for each year in excess of fourteen (14).

For each show in excess of 13 that is performed in any calendar week, each employee shall receive 1/13 additional pay.

It is understood that any seniority that any employee has accrued under prior agreements between the Employer and the Union shall continue in effect under this Agreement.

OVER SCALE

Any Union member (other than a Technician) who is being paid over scale as of December 31, 1998, will receive an increase in his weekly salary as of January 1, 1999, sufficient to maintain the differential between his actual salary and scale for someone in his position with his years of service. Any Union member (other than a Technician) with more than three (3) years of service who is being paid over scale as of December 31, 1998, will receive an additional \$15.00 increase in his weekly salary as of January 1, 1999.

YEAR-END BONUS PAYMENTS

Length of Employment

| | | |
|----|---|--|
| A. | 6 months or more and if present at completion of season. | \$5.00 per week for each week of employment |
| B. | Duration of season with total consecutive service of less than 2 years. | \$400.00 |
| C. | Duration of season with total consecutive service of 2 years or more. | \$500.00 |
| D. | Duration of season with total consecutive service of 3 years or more. | \$650.00 |
| E. | Duration of season with total consecutive service of 5 years or more. | \$800.00 |
| F. | Duration of season with total consecutive service of 7 years or more | \$850.00, plus \$50.00 for each year of service in excess of 7 |

Any employee hired on or before January 25 in any season during the term of this Agreement who stays for remainder of the season, will be given credit for a full year of service for purposes of determining the bonus due to him for that season and for each season that he completes thereafter. Also, any employee who leaves the Circus after completing 6 months employment, for just cause, shall receive a Five Dollar (\$5.00) per week bonus for each week of employment.

Bonuses will be paid on the last day worked before show goes into Winter Quarters or before the scheduled non-performance period begins in December.

**WAGES DURING WINTER QUARTERS
AND SCHEDULED NON-PERFORMANCE PERIODS**

Wages for employees who work during the Winter Quarters season or during any period which the Circus has scheduled as a non-performance period will be one hundred percent (100%) of regular pay.

TRAIN SERVICE

Train service payment will be \$7.00 per week per employee, including during Winter Quarters and during any period which the Circus has scheduled as a non-performance period. There will be no charge for train service during layoffs. Union members who do not use sleeping quarters on the Circus train at any time because of Company business will not be charged for same.

TIME OFF

1. Each Union member will be given one full day off for each week worked. In each case, the day will be selected by management. It is recognized that due to scheduling problems, a member may be required to miss a day off during a given week; if this occurs, the Employer will have twenty-eight (28) days within which to make it up. If the day is not made up in this period, the employee will receive a day's pay (1/7th of his weekly salary) in lieu of the day off, with payment to be made in the next applicable pay period. The train run (from the time the train leaves one venue until it arrives at the next venue) will not count as time off unless the run is more than thirty (30) hours. If, during a train run of more than thirty (30) hours, any employee is assigned to duty in the animal cars and has less than eighteen (18) hours of non-assigned time during the run, that train run will not be counted as a day off for that employee.

2. While the Circus is in rehearsal during Winter Quarters, each Union member will be given one full day off each week. In each case, the day will be selected by management.

3. Each employee who receives credit for his first, second, third or fourth full year of service during a contract year (January through December) shall be entitled to one (1) week of paid vacation for that year. Each employee who receives credit for his fifth, sixth, seventh, eighth or ninth year of service during a contract year (January through December) shall be entitled to two (2) weeks of paid vacation for that year. Each employee who receives credit for his tenth year of service during a contract year (January through December) and each full year of service thereafter shall be entitled to three (3) weeks of paid vacation for that year; however, no more that two (2) weeks can be taken consecutively unless specifically approved by the General Manager. Vacation time must be taken within the year in which it is earned and shall not be accrued.

There will be no payment for any accrued vacation upon termination of employment or under any other circumstances. The Employer's General Manager shall establish the vacation schedule for his unit and, in doing so, shall take into account the desires of the employees with vacation time as well as the staffing needs of the applicable unit. One week of vacation pay shall be paid in advance, and the second week's pay shall be paid when the employee returns to work. If three (3) consecutive weeks are approved for anyone with ten (10) or more years of service, two (2) weeks salary will be paid in advance, and one (1) week will be paid when the employee returns to work.

4. Between the second and fourth hours of work on set-ups, management will give employees a ½ hour break, and an additional ½ hour break will be given for each four (4) hours worked thereafter.

TV AND OTHER WORK

Any Union member who is called to work for the taping of a television show, television commercial or video for which the Employer receives income will be paid an additional one day's pay for each day of work. There shall be no additional payment for making a video program book of the Circus or any television commercials or press materials actually used to advertise and publicize the Circus performances.

In the event a motion picture is made, each employee who is called to work during the filming shall be paid twenty dollars (\$20.00) per day in addition to his regular salary.

Ups and Downs shall be paid at the rate of \$15.00 per up and \$15.00 per down.

Any Union member who is not a rigger but who assists riggers in the frame or at the top of an arena shall be paid \$5.00 extra for any day on which such work is performed.

Any Union member who is assigned to clean stock cars upon arrival at each engagement city will be paid \$35.00 per car in addition to the member's regular salary.

HOLIDAYS

A day's extra pay will be paid for the following holidays in the week the holidays fall. Payment of same is not to be based on whether work is performed but only by being on payroll on week which holiday falls.

Independence Day (4th of July)
Memorial Day
Labor Day
Easter Sunday
Thanksgiving Day
Christmas Day
New Year's Day

Each employee will be given one additional personal paid holiday of his own choosing. The employee must submit a written request for the holiday to the General Manager, and if he works on that day, he will be paid an extra day's pay (1/7th of his weekly salary). This does not apply during an employee's probationary period.

ROOMS ON TRAIN

Rooms on the trains that are occupied by or reserved for Union members will be handled as follows:

(a) Rooms (not to exceed 30) may be assigned by the Employer without regard to bidding for the persons who are in the following positions: train crew, skilled technicians, department heads (props, animals, wardrobe), welder, pyrotechnician and floor boss. However, no one currently occupying a room will be required to vacate his room to make it available for assignment.

(b) Other bargaining unit rooms will be put up for bid based on seniority. Room bids will be posted within seven (7) days of the room being vacated. Rooms will be assigned within fourteen (14) days of the room being vacated; however, if the room is not available due to necessary renovations, repairs, remodeling, etc., the General Manager will keep the shop steward apprised as to the availability of such rooms for move-in.

(c) If an employee who is in a position which is entitled to an assigned (non-bid) room bids on a non-assigned room and gets that room, the Employer may give that person's assigned room to another employee; however, in that case, the Employer will have the right to move that employee out of that room if it needs the assigned room for someone else who is entitled to an assigned room.

OTHER PROVISIONS

Employees shall comply with reasonable rules and regulations established by the Employer to assure safe and orderly Circus operations and conduct on the train. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.

All work orders involving safety and security on the train will be promptly reviewed and a time-frame for resolving the problem will be established within two (2) days. The necessary work will then be undertaken as soon as practicable.

The Employer will provide employees with training regarding compliance with safety and animal care requirements, and employees will be responsible for attending the training sessions and for complying with legal requirements and the Employer's policies regarding job safety (including hard hats and fall protection) and the care and treatment of animals (including the requirements of the Animal Welfare Act and the regulations and standards promulgated thereunder. The Employer will provide employees with copies of its written policies regarding these matters, and employees will sign a written acknowledgement of receipt of such policies).

Pie Car Jr. to stay open with hot food on tear-down days until one-half (½) hour before start of second show. On arrival at buildings for setup, the Pie Car Jr. shall be set up immediately.

The Pie Car will open one hour before the first bus.

The Employer agrees to schedule the use of the company bus for reasonable activities such as marketing and laundry.