

EXHIBIT 10

Pamela Howard

From: Patrick Szymanski <szymanski@msn.com>
Sent: Monday, February 17, 2014 3:24 PM
To: Wes Kennedy
Cc: Edgar James
Subject: Re: Protocol Agreement

Thanks. Will get back to you.

Pat Szymanski
202.369.5889 (cell)
szymanski@msn.com

On Feb 17, 2014, at 3:18 PM, "Wes Kennedy" <kennedy@ask-attorneys.com> wrote:

I think we each know where the other is.

Wes Kennedy
Allison, Slutsky & Kennedy, P.C.
Suite 2600
230 West Monroe Street
Chicago, Illinois 60606
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Facsimile: (312) 364-9410

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From: Patrick Szymanski [<mailto:szymanski@msn.com>]
Sent: Monday, February 17, 2014 2:15 PM
To: Wes Kennedy
Cc: James, Ed
Subject: Re: Protocol Agreement

Thanks. Anything worth discussing? I will check my side and get back to you.

Pat Szymanski
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On Feb 17, 2014, at 3:09 PM, "Wes Kennedy" <kennedy@ask-attorneys.com> wrote:

We don't see an alternative on par. 19, esp. now that our par. 2(b) is out of the document and the positions have become clear. APA (and we would think the Company) couldn't agree otherwise.

There's a little push back on the draft award vs. motion to reconsider, but none of the other issues in your email would stop the show from our end.

Wes Kennedy
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From: Patrick Szymanski [<mailto:szymanski@msn.com>]
Sent: Monday, February 17, 2014 1:57 PM
To: Wes Kennedy
Cc: James, Ed
Subject: Re: Protocol Agreement

I will check but I don't think we will agree. Not will to give New American and APA plenary authority to amend the PA. If there is any alternative, please let me know.

How about he rest? Is that the only sticking point?

Pat Szymanski
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On Feb 17, 2014, at 2:38 PM, "Wes Kennedy" <kennedy@ask-attorneys.com> wrote:

Pat:

Ed and I have discussed, and what you are suggesting on par. 19 is not going to fly at our end. At this point, we need the clarity of our last proposal on that paragraph.

WK

Wes Kennedy
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From: Patrick Szymanski [<mailto:szymanski@msn.com>]
Sent: Monday, February 17, 2014 12:51 PM
To: 'Kennedy, Wes'; James, Ed
Subject: Protocol Agreement

Wes and Ed,

Let me suggest the following:

¶2.b “any Merger Committee.” This does not change the meaning and reads better.

¶4. “any Merger Committee.” Same.

¶5. parenthetical to read “(and New American, to the extent consistent with Paragraph 10.d of the MOU)”. Should be clear why we think it should be this way, but I can explain if it’s necessary.

¶12. Replace yours with the following:

The Arbitration Board may seek assistance at any time from the technical advisors appearing on behalf of the Merger Committees or from New American. Once the Arbitration Board has issued its decision, any Merger Committee or New American may submit a request for reconsideration or correction of the Award within ten business days. Any response must be submitted within ten business days. No new evidence may be submitted. The Arbitration Board shall decide any request and issue any revised decision within 30 days following completion of the submissions.

¶19. Revert to APA’s original proposal with the understanding that the purpose and intent of doing so is to allow the parties to reserve their positions regarding a West merger Committee and any changes to the Protocol Agreement. USAPA will not waive its position on these issues, but we would agree to leave any dispute until when/if APA is certified.

Further elements of the seniority integration protocol may be established by written agreement.

Pat Szymanski
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