

CONVENIENCE STORES, INC.

EMPLOYEE HANDBOOK



WELCOME TO THE COMPANY!

Starting a new job is sometimes unsettling and a little confusing. This Employee Handbook has been developed to help you get acquainted and answer many of your initial questions. Please understand that this Handbook applies to employees of Convenience Stores Inc., a subsidiary of Jones Petroleum Company. Unless otherwise noted, the term “Company” in this Handbook includes all of the above entities.

As an employee of the Company, the importance of your contribution cannot be overstated. Our goal is to provide the finest quality services and products to customers and to do this more efficiently and economically than our competitors. By satisfying our customer’s needs, they will continue to do business with us and will recommend us to others. You are an important part of this process for your work directly influences our Company’s reputation.

This Employee Handbook explains our personnel policies and benefits, as well as the specific opportunities and responsibilities that exist for you within our Company. In an effort to be responsive to the needs of a growing organization, changes or additions to this Handbook will be made when necessary. We will attempt to give advance notice of any changes or additions, although there may be occasions when policies or procedures are changed without advance notice.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Convenience Stores, Inc. Management Team

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A WORD ABOUT THIS HANDBOOK

Purpose

The information contained in this Handbook is designed as an advisory guide to assist the Company and our supervisors with the effective management of personnel and is not meant to address every conceivable situation or issue that arises in the workplace. The provisions and guidelines contained in this Handbook are not binding on the Company and may be changed, interpreted, modified, revoked, suspended, terminated, or added to by the Company, in whole or in part, at any time, at the Company's sole option, and without prior notice to employees. This Handbook is not intended to cover every situation which may arise or to create specific policy to be applied in every instance. Instead, this Handbook is intended only to give on-site management general advice concerning personnel decisions. Of course, if any employee is subject to a collective bargaining agreement, that agreement supersedes any provisions of this Handbook that are in conflict. Also, this Handbook and any practice or policy of the Company will be applied consistent with all applicable laws and regulations.

Also, as a basic premise, the Company will comply with all applicable local, state, and federal laws. Since we may operate in multiple states, we cannot list every situation where state and local laws and regulations may differ from those listed in this Handbook, but please understand that any practice or policy of the Company will be applied consistent with all applicable laws and regulations. In addition, nothing in this Handbook should be interpreted in a manner that unlawfully prohibits the right of employees to discuss the terms and conditions of employment with other employees or otherwise to engage in protected concerted activity under the National Labor Relations Act ("NLRA"). The Company respects the Section 7 rights of employees and has and always will comply fully with its obligations under the NLRA, and the Company emphasizes that the policies in this Handbook and any other Company policy do not intend to cover conduct engaged in by employees that is protected by the NLRA.

Interpretation

Interpretation of the policies and procedures contained in this Handbook is governed by, and is the responsibility of, the President of the Company. Whenever clarification or assistance in interpretation is required, employees should contact the President of the Company.

Employment-At-Will

Nothing contained in this Handbook is intended to create, comprise, or define, nor should it be construed to constitute, any type of oral or written employment contract, promise, or guarantee, express or implied, between the Company and any one or all of its employees. Nothing in the Handbook is intended to provide any assurance of continued employment.

In the absence of a specific agreement to the contrary, authorized in writing by the President of the Company, employment with and compensation from the Company are for no definite period of time and may be terminated by the Company or the employee at any time, for any reason, with or without cause, and with or without notice. Any written or oral statements or promises to the contrary are hereby expressly disavowed and should not be relied upon by prospective or existing employees.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

EEO Policy

We are committed to maintaining a workplace that is free of inappropriate or unlawful conduct on the basis of race, color, religion, sex, national origin, age, disability, genetic information, or other protected group status as provided by law. In keeping with this commitment, we prohibit the unlawful treatment of applicants, employees, and former employees including harassment, discrimination, and retaliation, by anyone, including any supervisor, coworker, contractor, subcontractor, vendor, client, visitor, customer, or agent. It is our policy to comply with all applicable federal, state, and local laws.

Prohibited Conduct

This policy applies to all aspects of employment, including, but not limited to, recruitment, hiring, promotion, demotion, transfer, lay-off, recall, discipline, compensation, and benefits. Improper conduct also consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status or activity (e.g., opposition to prohibited discrimination or participation in the statutory complaint process) as provided for by law. This includes conduct by someone to another of the same gender. We prohibit unlawful conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. No one, including any supervisor, has authority to engage in such conduct.

If you feel you have been subject to the type of conduct prohibited by this Policy, you must report this conduct in accordance with the Company's *Employee Complaint Procedure*, which is contained in this Handbook. You should report any improper conduct before it becomes severe or pervasive, and you should not wait until it rises to the level of an unlawful action.

Sexual Harassment

Unlawful harassment based on an individual's sex is prohibited. Unlawful harassment can take many forms. For instance, unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct can constitute sex-based harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive comments; jokes about gender-specific traits; gender-specific foul or obscene language or gestures; displays of foul, obscene, or sexual material; sexually-related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body. An individual who feels he or she has witnessed or been subject to harassment must follow the Company's *Employee Complaint Procedure*, which is contained in this Handbook.

Prohibition of Other Types of Discriminatory Harassment

It also is against Company policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, age, national origin, disability, genetic information, or other protected status (or status of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities. An individual who feels he or she has witnessed or been subject to harassment must follow the Company's *Employee*

Complaint Procedure, which is contained in this Handbook.

Americans with Disabilities Act

It is our policy to provide equal employment opportunity to applicants and employees with covered disabilities under the Americans with Disabilities Act of 1990, as amended, (“ADA”) or other applicable law. This Policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, we will provide reasonable accommodations to qualified individuals with a disability in the workplace unless such accommodations present an undue hardship or if the individual is a direct threat to the health or safety of the individual or others.

An individual with a disability may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. We are not required, however, to provide an accommodation if doing so would cause an undue hardship to the Company or if the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. To request an accommodation, which may include unpaid leave or modification of your working environment, an individual should submit a request in writing to the Benefits Administrator.

Upon receiving a request for accommodation, we will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. During this process, we may request reasonable documentation, including medical documentation, of the individual’s disability and need for a reasonable accommodation. Failure to provide required medical information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Because of the personal nature of some disability issues, we will take every reasonable effort to ensure confidentiality during the review process.

Individuals will be notified of our decision regarding their request for an accommodation. Any individual believing that a reasonable accommodation has not been provided must follow the Company’s *Employee Complaint Procedure*, which is contained in this Handbook.

Religious Accommodations

The Company respects the sincerely held religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company’s business. An employee whose religious beliefs or practices conflicts with his or her job, work schedule, or with the Company’s policy or practice on dress and appearance or with other aspects of employment and who seeks a religious accommodation must submit a written request for an accommodation to the Benefits Administrator. Upon receiving a request for accommodation, we will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. Failure to provide required information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Any individual believing that a reasonable accommodation has not been provided or who otherwise feels he or she has been discriminated against on account of a religious belief or practice must follow the Company’s *Employee Complaint Procedure*, which is contained in this Handbook.

Compliance with the Genetic Information Nondiscrimination Act (GINA)

It is a violation of Company policy to discriminate, harass, or retaliate against an employee or an applicant on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment. The Company does not use genetic information to make employment decisions. It is a violation of this policy to ask for or obtain genetic information about an applicant or an employee, unless specifically authorized by law. In those circumstances where genetic information is maintained, it will be retained in a confidential manner and in a separate medical file so as to prevent unlawful disclosure.

Compliance with the Lactation Break Law ("PUMP Act")

It is a violation of Company policy to discriminate, harass, or retaliate against an employee who is covered by the PUMP Act and/or Lactation Break Laws. For employees who are lactating and need to express milk at work, such employees should receive a reasonable amount of paid break time in order to express milk at work; given a private space, that is not a bathroom stall, in order to express milk at work; and, receive regular rate of pay for any breaks taken to express milk at work.

EMPLOYEE COMPLAINT PROCEDURE

(INCLUDING COMPLAINTS FOR VIOLATION OF EEO POLICY, VIOLATION OF COMPANY POLICY, OR ANY OTHER UNLAWFUL OR INAPPROPRIATE CONDUCT)

All employees should help to assure that we avoid any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed (1) harassment, (2) discrimination, (3) improper denial of a request for accommodation, (4) denial of requested leave under the FMLA, ADA, or otherwise, (5) violation of any policy of the Company or policy in this Handbook, or (6) failure to pay overtime or other violation of the FLSA or wage payment laws, or (7) other unlawful or inappropriate conduct by anyone, including employees, supervisors, coworkers, contractors, subcontractors, vendors, clients, visitors, customers, or agents, you are to notify immediately (preferably in writing within 24 hours) the Benefits Administrator. The address and telephone number for the Benefits Administrator is P.O. Box 933, Jackson, Georgia 30233 --- (770) 775-2386, ext. 107.

If you are not contacted promptly about your complaint or are not satisfied with the response, you are to re-file it with the Benefits Administrator and also send notification of your complaint in writing by certified mail to the Risk Manager at the same address. If you are not contacted promptly about your complaint or are not satisfied with the response after utilizing this step of the procedure, you are to re-file it in writing with the Risk Manager and also send a copy of your complaint by certified mail to the President of the Company at the same address.

We will undertake an objective and appropriate review of any complaint and expect all employees to fully cooperate with internal investigations that may be initiated by the Company to examine any perceived violation of Company policy or procedure or any other matter. To the extent practicable and appropriate, we will keep any complaint and the terms of its resolution confidential. We will take corrective action as we determine is appropriate, including such discipline up to and including immediate termination of employment. We will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will be notified as to the outcome of your complaint. We prohibit unlawful retaliation against anyone who has made a complaint or provides information related to a complaint.


Intentionally False Claims

We recognize that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation.

IMMIGRATION LAW COMPLIANCE

The Company employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with all applicable federal and state laws. Further, this Company may utilize E-Verify in order to certify the work eligibility of its employees. E-Verify is an Internet-based system operated by Department of Homeland Security in partnership with Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify works by electronically comparing the information on an employee's Form I-9 with SSA and DHS records to verify the identity and employment eligibility of each newly hired employee. The E-Verify Participation and Right To Work Poster is on the following page. If you have any questions, please contact the Benefits Administrator.

This Organization Participates in E-Verify




This SWA will provide the Social Security Administration (SSA) and, if necessary, the Department of Homeland Security (DHS), with information from each applicant's Form I-9 to confirm work authorization.

IMPORTANT: If the Government cannot confirm that you are authorized to work, this SWA is required to provide you written instructions and an opportunity to contact SSA and/or DHS before taking adverse action against you, including terminating your employment.

NOTICE:
Federal law requires all employers to verify the identity and employment eligibility of all persons hired to work in the United States.



SWA and employers may not use E-Verify to re-verify current employees and may not limit or influence the choice of documents presented for use on the Form I-9.

If you believe that your SWA has violated its responsibilities under this program or has discriminated against you during the verification process based upon your national origin or citizenship status, please call the Office of Special Counsel for Immigration Related Unfair Employment Practices at 1-800-255-7688 (TDD: 1-800-237-2515).

Employment Verification.  **Done.**

For more information on E-Verify, please contact DHS at:
1-888-464-4218

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E-VERIFY IS A SERVICE OF DHS AND SSA
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Esta organización participa en E-Verify



Este empleador proporcionará a la Administración del Seguro Social (SSA, por sus siglas en inglés) y, de ser necesario, al Departamento de Seguridad Nacional (DHS, por sus siglas en inglés) la información incluida en el Formulario I-9 de todo empleado nuevo con el propósito de confirmar su autorización de trabajo.

IMPORTANTE: Si el gobierno no puede confirmar que usted tiene autorización para trabajar, el empleador debe suministrarle las instrucciones por escrito y darle la oportunidad de ponerse en contacto con DHS o SSA antes de sancionarlo de cualquier forma o finalizar la relación laboral.

Los empleadores no pueden utilizar E-Verify para realizar preselecciones de solicitantes y no pueden limitar ni influenciar la selección de los documentos que usted presente para su inclusión en el Formulario I-9.

Para determinar si los documentos incluidos en el Formulario I-9 son válidos, este empleador utiliza la técnica de comparación fotográfica para comparar la fotografía que aparece en las Tarjetas de Residente Permanente, Tarjetas de Autorización de Empleo y pasaportes de los EE. UU. con la fotografía oficial del gobierno de los EE. UU. Asimismo, E-Verify verifica los datos incluidos en licencias de conducir y tarjetas de identificación emitidas por algunos estados.

Si considera que su empleador ha infringido sus responsabilidades en virtud de este programa o lo ha discriminado durante el proceso de verificación de la elegibilidad de empleo por su origen nacional o estatus de ciudadanía, comuníquese con la Oficina del Consejero Especial llamando al 800-255-7688, 800-237-2515 (para personas con impedimentos auditivos) o visitando www.justice.gov/crt/osc.

E-Verify funciona para todos

Para obtener más información sobre E-Verify, comuníquese con DHS al:

888-897-7781

www.dhs.gov/E-Verify

AVISO:

La ley federal exige a todos los empleadores que verifiquen la identidad y la elegibilidad de empleo de todas las personas contratadas en los Estados Unidos.



E-VERIFY IS A SERVICE OF DHS AND SSA

El logotipo y la marca de E-Verify son marcas registradas del Departamento de Seguridad Nacional. Queda estrictamente prohibida la venta comercial de este afiche.

BUSINESS PRACTICES/ETHICAL CODE OF CONDUCT

Ethical conduct is integral to the success of the Company. Because the conduct, character, and profitability of the Company depend upon the actions of many persons, it is important that each employee understands and accepts the following standards of conduct for which he or she will be held accountable:

- A. Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
- B. Full, fair, accurate, timely and understandable disclosure in all reports or other public communications made by the Company;
- C. Compliance with applicable laws and governmental rules and regulations;
- D. Prompt internal reporting of violations of this Code to an appropriate person or persons identified in this Code; and
- E. Accountability for adherence to this Code.

The Company is committed to maintaining a business environment that is free of inappropriate or unlawful conduct. In keeping with this commitment, we will not tolerate any unethical or illegal conduct on the part of our employees, business partners, contractors, subcontractors, vendors, customers, clients, or agents. All persons or entities performing work on behalf or for the benefit of the Company are expected to follow the letter and spirit of all applicable laws, regulations, ordinances and accepted financial reporting standards applicable to our business.

Conflict of Interest. While employed by the Company, it is your obligation to act in the best interest of the Company and not allow any personal activity to conflict with or interfere with your service to the Company. As a result, the assumption of or engagement in any interest, relationship or activity by a director, officer or employee tending to impair the independence of such person's judgment with respect to the best interest of the Company constitutes a conflict of interest. Employees must report in writing all situations involving even a possible conflict for review by the Risk Manager and thereby avoid any attempt to judge their own case. The Company expects its officers, directors, and employees to exercise the utmost good faith in the performance of their duties. Keeping the Company informed will enable you to receive proper recognition for individual efforts and will avoid any conflict with established Company policies.

Gifts. Gifts deserve special mention. Although gifts are often sent by vendors, suppliers, or customers of the Company to employees as an expression of a friendly association, the acceptance of these gifts may establish in the mind of the vendor, supplier, or customer who sent the gift the need to continue such a practice in order to continue business with the Company. This detracts from the Company's emphasis on service to customers. It is difficult to justify this practice from the standpoint of ethical business conduct. Therefore, in the best interest of all employees as well as the Company's business relationships, you should not accept a gift from a vendor, supplier, or customer of the Company.

Outside Employment. Our Company hopes that you will not find it necessary to seek additional outside employment. Outside employment must not conflict in any way with your responsibilities within our Company.

Complaint Procedure. The Company will not tolerate conduct that is contrary to applicable legal or regulatory standards for our industry. No supervisor or Company employee has authority to engage in such conduct. If you feel you have been witness to or have knowledge of the type of conduct prohibited by this Policy, you must report this conduct by utilizing the Company's *Employee Complaint Procedure*, which is contained in this Handbook.

A WORD ABOUT OUR EMPLOYEE RELATIONS PHILOSOPHY

We are committed to providing the best possible climate for maximum development and achievement of goals for all employees. Our practice has always been to treat each employee as an individual. We have always sought to develop a spirit of teamwork; individuals working together to attain a common goal. Most importantly, we have a workplace where communications are open and problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual employee.

We believe the main reason we have been able to adhere to our policy of individual and team recognition is that we have been able to speak directly to each other. We firmly believe that, by our communicating with each other directly, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

TALK TO US

We encourage you to bring your questions, suggestions and complaints to our attention. Careful consideration will be given to each of these in our continuing effort to improve operations. If you feel you have a problem, you should present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that he or she will be able to satisfactorily resolve most matters. Of course, if you have a complaint that is covered by the EEO Policy or a complaint about a perceived violation of federal, state or local law, you must use the Company's *Employee Complaint Procedure* to report the complaint to the Company.

CATEGORIES OF EMPLOYMENT

Introductory Period: All new employees (or any employee in a new position following a transfer or promotion) will be on an introductory status until they have completed ninety (90) days of service with the Company, unless otherwise extended. The decision whether to continue your employment in this position will be made by management. However, any employee, during both their introductory period, and subsequent employment with the Company, may be discharged at any time for any reason.

This introductory period is designed, primarily, to give both the Company and the employee an opportunity to determine whether the employee will be able to adequately perform in the assigned job position. At the end of the introductory period, your performance will be reviewed and a decision made regarding your continued employment or any extended introductory period. **All employees are hired as temporary employees until their introductory period has elapsed.** Temporary employees are not eligible for any benefits during the introductory period. **All hourly employees are considered Variable Hour until after the measurement period.**

Variable Hour Employees (Hourly) work according to company needs and availability and are not eligible for our fringe benefit package as described in the applicable benefit plan documents. Variable Hour employees are NON SALARY. During the initial 12 months of employment Variable Hour employees will be measured in accordance with the Look-back measurement method to determine their average hours worked before a determination of Part Time or Full Time status is applied. The Company complies with applicable provisions of the Patient Protection and Affordable Care Act.

Full-Time Employees (Hourly) work a regular workweek (usually 32+ hours) and are eligible for our fringe benefits package as described in the applicable benefit plan documents.

Full-Time Employees (Salaried) work a regular workweek (usually 50 hours at 10 hrs/day basis) and are eligible for our fringe benefits package as described in the applicable benefit plan documents.

Part-Time Employees normally work 30 hours or less each week and are eligible for statutory benefits only.

Seasonal Employees are hired to perform a specific job for a specified period of time, normally less than one year. These employees are eligible for statutory benefits only.

All Employees will be subject to an annual measurement period where average hours worked will be measured. Changes to status will be applied based on meeting eligibility of employment as part of an ongoing review process.

It is important for all employees to understand that: (1) no employee is guaranteed any certain number of hours per week or a particular schedule; and (2) employees may be shifted from part-time to full-time or vice versa and the Company specifically reserves the right to make changes to employees' hours and schedule without any advance notice or consent by the employee.

RECORDING YOUR TIME

We want to be sure that you are paid fairly for all hours that you work, regardless of the location in which you work. To accomplish this, we must have an accurate record of the time that you work. This Company uses a time system to keep time records. Your supervisor will explain how this system is used. **New hire packets are to be 100% complete, and reviewed by personnel, before the new hire does any work on the clock.** The important points to remember are that all employees, including managers, should:

1. Be sure to note the start (IN) of your shift -AND – Be sure to note the end (OUT) of your shift.
2. Employees are to work only hours scheduled except when called upon by management
3. If you leave the building on non-Company business, you must note that in the time system.
4. (Borrowed Employees) - Employees working at other locations must clock in and out on a timesheet / time clock at that location. The store manager of the location is responsible for turning in the borrowed employee's hours and/or ensuring their time is properly represented in the time clock system. **Borrowed employee is responsible for approving all time each week regardless of working home or borrowed location.**
5. **Timecard errors / omissions must be reported timely to the appropriate General Manager, District Manager, or payroll@jonespetroleum.com, to allow for proper review and investigation. Waiting beyond the ability to investigate is unacceptable as you are responsible for weekly time approvals. All Employees have access to their time data before payroll processing.**

Employees must review and, where applicable, sign their time card by payday. EACH EMPLOYEE IS RESPONSIBLE FOR APPROVING THEIR TIME via the time clock system (available via internet access or mobile app access). Timesheets will be **approved** by the District Managers / Grocery Managers no later than Monday of Payroll week. Tampering with the time system in any way will result in disciplinary action, up to and including discharge. Any store manager who edits their own time without prior approval of their supervisor is subject to discipline, including up to immediate discharge. Any change or omission from the time system must be approved by your supervisor.

Non-exempt employees should understand that, if he/she fails to remain employed by the end of his/her first pay period, he/she only will be paid minimum wage for any hours worked during that pay period and your employment constitutes advanced knowledge and consent to this pay arrangement.

Finally, non-exempt employees are not to perform any work that is not recorded by the time system. You must always make sure you record your time accurately using the standard time recording system. For instance, non-exempt employees may not use their Company cell phones for work purposes outside of their normal work schedule without authorization in advance from their manager. If a non-exempt employee uses a Company cell phone for work purposes outside of their normal work schedule, he or she must record all time spent working on his or her timesheet.

If you are asked/instructed by anybody in the Company to perform work “off the clock,” (in other words, perform work without reporting it on the time system) you are directed to refuse. Make sure you record your work time using the standard time recording system. Also, if you are asked to work “off the clock,” you should immediately report the situation by utilizing the Company’s *Employee Complaint Procedure*, which is contained in this Handbook. Finally, if you contend you have not been paid time for all hours worked, please utilize the Company’s *Employee Complaint Procedure*, which is contained in this Handbook.

Exempt employees (Salaried) will be tracked by applying any vacation or sick leave for any hours not worked. Exempt employee will be paid regular salary unless any vacation or sick leave is utilized. Therefore, exempt employees are required to turn in a Day Off Request to their supervisor for approval and submission to payroll for processing. Exempt employees are required to use the time off balances when a balance is available for requests to be off on a normal work day.

EMPLOYEE BREAKS

The Company will comply with all state applicable guidelines/regulations regarding meal and rest breaks. The Company expects any employee entitled to a rest or meal break to take such a break and no one working at the Company has the authority to prevent an employee from taking any break required by law. During any such required break, the employee shall be fully relieved of duties for the entire time of the break. If an employee believes he or she has not been allowed to take any break required by state law, then the employee is directed to promptly use the *Employee Complaint Procedure* to report this issue. Similarly, if an employee takes a break, the company identifies a break as lasting no less than thirty (30) minutes. Employees “on break” are expected to take a full thirty minutes of break time and not return to work until the 30 minutes have lapsed, including clocking out for the minimum of 30 minutes while on break.

PAYDAY

A workweek consists of Sunday thru Saturday. You will be paid weekly. All employees are paid for the period which has ended on the previous Saturday (in arrears). When our payday is a holiday, you normally will be paid on the first working day after the holiday. Paychecks are expected to be delivered by Direct Deposit. For occasions that live checks are issued, paychecks will be postmarked and delivered no later than on Payday.

PAY ADVANCES

Pay advances will not be granted to employees.

CONFIDENTIALITY OF COMPENSATION AND BENEFITS

The Company prohibits improper or unauthorized use of the Company’s records or computer system to access confidential employee compensation and benefits. Improper or unauthorized access to the Company’s records or computer system may violate federal or state law. This Policy DOES prohibit individuals from discussing their own compensation and benefits with other employees.

WORK TIME/OVERTIME

The Company complies with the requirements of the Fair Labor Standards Act and any applicable local law

with respect to wages and hours. Please understand that there may be times when you will need to work overtime so that we may successfully meet the needs of our customers. However, all overtime must be approved in advance by your supervisor.

Non-exempt hourly employees will be paid overtime at a rate of one and one-half times their regular hourly rate for all hours worked over 40 in a week. For all employees, only actual hours worked count toward computing weekly overtime.

Exempt salaried employees do not receive overtime pay. Exempt salaried employees are subject to deductions from their salaries only for lawful reasons. If an employee feels he or she has been subject to an improper salary deduction or has been improperly classified as exempt or non-exempt, the employee should utilize the Company's *Employee Complaint Procedure*, which is contained in this Handbook. In the event it is determined that an improper deduction was made, the Company will reimburse the employee for the deduction.

PERFORMANCE REVIEWS

Your performance is important to our Company. We are not a large organization and believe informal reviews are best suited for our work. Your supervisor or higher level manager will normally review your job progress within our Company on a periodic basis during the first year of your employment.

Performance reviews are designed to provide a basis for better understanding between you and the Company, with respect to your job performance, potential and development within the Company. Please understand, however, that a positive performance review does not guarantee an increase in salary, a promotion or continued employment as compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions and demotions, are determined by and at the discretion of the Company. New employees should be reviewed at the end of their introductory period.

VACATION POLICY

All regular full-time employees who work the required average hours per week (usually 32+ hours) and who have completed one year of continuous employment with the Company during their current tenure are eligible for one prorated paid week of vacation. This initial full year of continuous service is called the "Qualification Period." After completion of your Qualification Year: Hourly Employee will receive up to one week of vacation for the remainder of that calendar year, and each year thereafter.

Salaried employees will receive one week of vacation per year and two sick/personal days per year, after completion of the qualification year. Once the salaried employee has worked three years, the employee will receive two weeks vacation per year. These days must be taken between the last day of your Qualification Period and January 1 of the following year.

Requests for vacation (paid or unpaid) ordinarily should be submitted in writing at least 30 days in advance to your supervisor and must be approved in advance by a district manager or next higher management position. Generally, first come, first served, although vacation periods will be approved or denied (denials are more likely in peak business times, such as holidays) in accordance with employee requests and also taking operating and staffing requirements into account. If the employee's initial full year of continuous service occurs during the last month of the year (Dec), the request for a week off will not be available until the following calendar year.

All available Paid time off must be taken before UNPAID time off is used. Vacation will not be carried over to the following year. Employees may not request earned vacation as pay in exchange for their time off (i.e.

paid in lieu of time). Unless otherwise required by applicable law, employees will not be paid for any unused vacation upon termination of employment. Employees who voluntarily terminate their employment may receive unused vacation benefits if they provide two weeks' notice of their termination and depart on good terms, as determined in the sole discretion of the Company.

JURY DUTY

Hourly employees who are summoned for jury duty will be granted an unpaid leave in order to serve. Salaried employees who are summoned for jury duty will be paid in accordance with the Fair Labor Standards Act. Employees must provide proof of jury summons. You should make arrangements with your supervisor as soon as you receive your summons. In fairness to our Company, you are expected to return to your job if you are excused from jury duty during your regular working hours.

MILITARY LEAVE

The Company will comply with its obligations for those employees who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with federal, state, and local law. The Family and Medical Leave Act of 1993 ("FMLA") contains provisions regarding certain types of military leave. This is addressed in detail in the Family Leave Policy in this Handbook. If you believe you have been denied leave to which you are entitled, you must file a complaint pursuant to the Company's *Employee Complaint Procedure*, which is contained in this Handbook.

BEREAVEMENT LEAVE

The Company typically will allow a full-time employee receive time off with pay for up to one working day (at your regularly scheduled hours) due to a death in your immediate family. You must be scheduled to work during the time you are off work for the leave. Immediate family is defined as an employee's spouse, parents, brother, sister, children and grandparents. Please provide as much notice as reasonably practicable. Absence without notice is not excused, and may lead to discipline up to and including termination.

The Company reserves the right to deny any request based on operational and staffing needs and further reserves the right to require an employee to document the death of a family member. Bereavement Pay request must be approved by District Manager. Vacation pay or authorized absence without pay may be approved on a discretionary basis by District Manager and/or Director of Operations, depending on circumstances. **Note: any available Paid time off should be used before authorized absence without pay.**

FAMILY AND MEDICAL LEAVE

The Family and Medical Leave Act of 1993 ("FMLA") provides unpaid, job-protected leave to eligible employees for certain family and medical reasons, without loss of health insurance benefits. The existence of this Policy shall not alter or expand the statutory requirements of the FMLA, and application of this Policy is correspondingly limited to those employers and employees who are protected based on the provisions of the FMLA.

In addition to the information on the Notice following this Policy (identified as Employee Rights and Responsibilities), the following information is provided to explain the employee's rights and obligations

when requesting a family or medical leave:

A. Eligibility for Leave and Amount of Leave

- To be eligible for leave under this Policy, an employee must have been employed for a total of twelve (12) months, must have worked at least 1,250 hours during the 12-month period preceding the commencement of the leave, and must work at a facility with 50 or more employees within a 75-mile radius of this worksite.
- An eligible employee may take FMLA leave for up to 12 weeks of unpaid leave for one or more of the following reasons: (1) the birth of the employee's child; (2) placement of a child with the employee for adoption or foster care; (3) to care for the employee's child, spouse, or parent who has a serious health condition; (4) the employee's own serious health condition that makes the employee unable to perform the functions of his or her job, or (5) because of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a member in the National Guard or Reserves who has been deployed to a foreign country under a call or order to active duty (or has been notified of an impending call or order to active duty) or is a member of the regular Armed Forces who has been deployed to a foreign country. An employee may take a total of 12 workweeks of unpaid leave for the reasons specified above during a rolling 12-month period measured backward from the date an employee uses any FMLA leave.
- If you and your spouse are both employed by the Company, the two of you together are entitled to a combined total of 12 weeks of FMLA leave for the birth, adoption, or placement of a child, or to care for a covered family member with a serious health condition. The right to FMLA leave for the birth, adoption, or placement of a child expires 12 months after the date of the birth, adoption or placement.
- An eligible employee may take up to twenty-six (26) weeks of unpaid, job protected leave in a single 12-month period (measured beginning on the date the leave begins) to care for a spouse, child, or parent who is a covered servicemember. The term "covered servicemember" means: (i) a servicemember (including in the Regular Armed Forces, the National Guard, and the Reserves) who has a serious injury or illness that was incurred or aggravated in the line of duty while on active duty for which he or she is undergoing treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or (ii) a veteran undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness that was incurred or aggravated in the line of duty while on active duty and who was a member of the Armed Forces (including in the National Guard or the Reserves) within five (5) years preceding the date the veteran undergoes that treatment, recuperation, or therapy.
- FMLA leave to care for a seriously ill or injured servicemember runs concurrently with other leave entitlements provided under federal, state, and local law. Leave that qualifies as both leave to care for a covered servicemember and leave to care for a family member with a serious health condition during a single 12-month period may not be designated and counted as both types of leave. Such leave will be designated first as leave to care for a covered servicemember.
- Unless otherwise required by law, no employee will be entitled to more than a combined total of 26 weeks of leave in a single 12-month period for any FMLA-qualifying reason.
- The FMLA permits eligible employees to take leave intermittently or on a reduced- schedule leave when medically necessary for: the serious health condition of the employee's or the employee's family member or to care for a covered servicemember with a serious injury or illness. In the case of planned medical treatment, the employee must attempt to schedule the intermittent or reduced-

schedule leave so as not to unduly disrupt the Company's operations. Intermittent leave is not available for the birth, adoption or placement of a child unless agreed to by the Company. The Company may transfer the employee temporarily to an alternative position with equal pay and benefits that better accommodates any recurring periods of intermittent leave.

- If an employee is entitled to paid leave under another benefit plan or policy (which includes, but is not limited to, short-term disability, unused paid vacation, sick, family, or personal leave), the employee must substitute the paid leave for FMLA leave. Such available paid leave will be counted against the unpaid FMLA leave entitlement. The employee is required to satisfy any procedural requirements for receiving payment under paid leave as provided in this Handbook when substituting paid leave for FMLA leave.

B. Request for and Designation of Leave

- To request FMLA leave, the employee must complete and sign a Request for Family and Medical Leave form and submit it to the Benefits Administrator. When the need for FMLA leave is foreseeable, the employee must provide notice and submit the Request for Family and Medical Leave form at least thirty (30) calendar days in advance of the effective date of the leave. If 30 days notice is not practicable (such as if the employee is uncertain as to when the leave will begin or in the case of a medical emergency), the employee must provide notice as soon as practicable. If the need for leave is not foreseeable or in the case of a qualifying exigency, the employee must give the Company notice of the need for FMLA leave as soon as practicable under the particular circumstances.
- An employee must provide notice sufficient for the Company to determine that the leave is for an FMLA-qualifying event. In the case of unforeseeable leave, calling in "sick" without providing any additional information is not sufficient. When an employee seeks FMLA leave for a qualifying reason for which the Company previously has granted FMLA-protected leave, the employee must specifically reference the qualifying reason for leave or the need for FMLA leave. If the employee fails to provide the Company the reason for leave, leave may be denied.
- When the Company has sufficient information to determine whether the leave is for an FMLA-qualifying event, the employee will be notified within 5 days whether the leave will be designated and counted as FMLA leave, absent extenuating circumstances. At that time, employees will be provided written notice of their rights and responsibilities and the consequences for failure to meet these obligations.
- When scheduling planned medical treatment, the employee must consult with the Company in advance to ensure that the Company's operations are not unduly disrupted by the employee's absence(s).
- Employees should understand that, for any absences, whether covered by the FMLA or not, it is imperative to follow the Company's usual and customary internal notice and procedural requirements for requesting leave, as outlined in the Company's Employee Handbook. If an employee fails to comply with the Company's internal notice and procedural requirements and no unusual circumstances justify such failure, FMLA-protected leave may be delayed or denied.

C. Certification and Recertification of Leave

- The Company requires that an employee provide a complete and sufficient certification of a serious health condition of the employee or the employee's a family member, of a qualifying exigency, or of the need to care for a covered servicemember with a serious injury or illness. Certification forms are available from the Company's Benefits Administrator. The employee must submit the completed

certification form to the Company within 15 calendar days, unless it is not practicable to do so under the particular circumstances. Failure to provide such certification may result in the delay or denial of FMLA leave.

- If the Company has reason to doubt the validity of a medical certification, the Company, at its own expense, may require a second medical opinion from a physician it chooses. If the first and second opinions differ, the Company, at its own expense, may require the opinion of a third health care provider that is approved jointly by the Company and the employee. The third opinion will be considered final and binding.
- Where the employee's need for leave due to the serious health condition of the employee or the employee's covered family member lasts beyond a single leave year, the Company requires the employee to provide a new medical certification in each year the employee subsequently takes leave.
- Where leave is taken for the serious health condition of the employee or the employee's covered family member, the Company may require recertification of the leave every six (6) months, or on a more frequent basis in certain circumstances.
- Employees returning from an approved FMLA leave due to their own serious health condition will be required to present a fitness-for-duty certification from their health care provider indicating that they are medically able to resume work. This certification specifically must address the employee's ability to perform the essential functions of his or her job. The Company may delay returning the employee to work until this certification is received. Failure to provide this certification may subject the employee to termination.
- In the case of intermittent FMLA leave for an employee's own serious health condition, employees are required to present a fitness-for-duty certification every 30 days if the Company determines that reasonable safety concerns exist regarding the employee's ability to perform his or her duties because of the employee's serious health condition.

D. Employee Responsibilities While on Leave

- During an approved FMLA leave, employees are entitled to the same health insurance they had before the leave began. Employees who pay some or their entire health insurance premium will be required to continue to pay the premiums in order to continue benefit coverage during the leave period. The employee is responsible for making arrangements to pay any premiums due during the leave period. Employees who do not return to work following FMLA leave will be liable for the payment of any health insurance premiums paid by the employer during unpaid FMLA leave, unless the failure to return to work was due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the employee's control.
- Employees will be required to periodically advise the Company of their status and intent to return to work at the conclusion of the FMLA leave. Employees also must provide notice to the Company at least two (2) business days prior to their return to work. If an employee unequivocally indicates his or her intent not to return to work after taking FMLA leave, the employee is subject to termination.
- While on leave, the employee may not be eligible for bonuses or other payments based on attendance or job-related performance goals, in the Company's discretion, where the employee has not met that goal due to FMLA leave.
- Outside employment during your leave period without Company approval is prohibited.

E. Return from Leave

- Employees returning from FMLA leave will be restored to the same or an equivalent job. The FMLA does not entitle a restored employee to any right, benefit, or position of employment other than any right, benefit, or position to which the employee would have been entitled had the employee not taken leave.
- A request to substitute paid leave for unpaid FMLA leave or a request for any leave not covered by the FMLA may be subject to additional approval, certification, and reinstatement requirements. In addition, employees requesting to substitute paid leave for unpaid FMLA leave or requesting other approved leave will be required to complete all applicable forms.

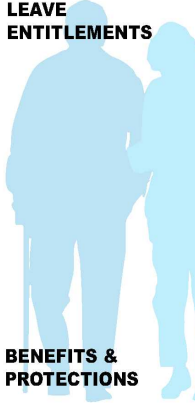
F. Complaint Procedure

If you believe you have been denied any right under the FMLA, please utilize the Company's *Employee Complaint Procedure*, which is contained in this Handbook.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

BENEFITS

Your rights and benefits are determined in accordance with the provisions of the applicable benefit policy, and your benefits are effective only if you are eligible for the benefit (including any insurance) and remain covered or insured in accordance with policy terms. Any benefit policy is subject to amendment, suspension, modification, or termination in accordance with any provision thereof or at the discretion of the Company without the consent, notice to or concurrence of any person covered or insured thereunder.

The Company reserves the right to amend, suspend, modify, or terminate these benefits at any time and for any reason. No agent or person, except the President of the Company in writing, has authority to contravene the terms of this Policy, including waiving any condition or restriction of any benefit plan, extending the time for making a payment, or binding the Company by making any promise or representation. No change in any benefit policy shall be valid unless evidenced by an endorsement on it signed by the aforesaid person. Unless otherwise required by applicable law, once an employee is terminated, the Company will not pay benefits under any benefit plan, except for that amount that the employee has contributed into the plan and has not yet utilized up to the time of termination.

To the extent required by law, it is the Company's intent to comply with the Patient Protection and Affordable Care Act ("ACA") with respect to its offering of coverage to those employees who qualify as full-time employees under the ACA. The Company may use either a monthly measurement method or look-back measurement method for determining full-time employee status under the ACA. If you have any questions about this or whether you qualify as a full-time employee under the ACA, please contact the Human Resources Department. If you believe that you have not received an offer of coverage when you should have or do not believe that the coverage you have been offered meets the requirements of the ACA, you should report your concerns to us using the Complaint Procedure set forth in this Handbook.

MEDICAL INSURANCE

Eligible employees may participate in our group medical insurance benefit plan. Information regarding benefits is available upon request.

WORKERS' COMPENSATION

On-the-job injuries are covered by our Workers' Compensation Insurance Policy provided at no cost to you. If an employee suffers an injury or illness that was caused at work or that the employee believes resulted from his or her job, the employee must report it to the Benefits Administrator within a reasonable time after the employee realizes that he or she has suffered the injury or illness, which typically (unless exceptional circumstances are present) should be no later than the beginning of the employee's next working shift following discovery of the illness or injury and before engaging in any additional work. We ask for your assistance in alerting management to any condition that could lead or contribute to an employee accident. We prohibit unlawful retaliation against anyone who reports a workplace injury or illness or provides information related to a report.

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the applicant from further consideration for employment or, if the person has been hired, disciplinary action, up to and including termination of employment. **Every employee also agrees with application to ensure the company has a valid EMAIL and a valid TELEPHONE contact on record at all times.**

ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are important factors for your success within our Company. We work as a team, and this requires that each person be in the right place at the right time. Failure to meet the expectations of the Company in the area of attendance and punctuality will result in disciplinary action, up to and including termination.

If you are going to be late for work or absent, you must notify a member of management at your store at least 4 hours before the start of your shift (unless it is an emergency and, in that situation, notice should be given as soon as practicable). It is not acceptable to email or text your supervisor or to have another person call for you or leave a message at the switchboard and/or voicemail system or with a co-worker. If you are absent for a shift without notifying the Company, it is assumed that you have voluntarily abandoned your position with the Company, and you will be removed from the payroll. (i.e. No call – No show for a shift will be considered job abandonment). Job Abandonment also applies to any employee who fails to work four consecutive weeks for hourly employees, and one week of unexcused time off for Salary employees.

For an unexpected tardy or absence to be excused because of a medical issue, the Company requires that employees bring a doctor's excuse to the store manager. Requested leave for medical reasons must be made in writing and have a doctor's excuse attached. The store manager must receive it before the next scheduled workday.

A schedule is to be made and posted by Thursday noon each week, as a general rule. Requests for time off should be made in writing by Thursday 8am for the following week. Employees should only make one request off per month. Requests will be honored according to need and availability. No requests are guaranteed. **Employees have access to a time off calendar. At no time is Pending requests deemed approved. All requests must be approved before the requested time is to be taken off.**

One tardy is allowed per pay period. After one tardy, the employee will be subject to disciplinary action. After two tardies in a pay period, the employee will be subject to additional disciplinary action, up to and including termination. Employees are expected to clock in and be ready to work 10 minutes prior to scheduled time, and ready to work and meet company dress code policy including shoes and nametag.

This Policy will be applied consistent with all applicable laws. For instance, if an employee has been approved for FMLA leave after providing the necessary documentation, that employee will not be required to provide a doctor's note each time the employee is absent or tardy for a reason that is covered by the FMLA leave for which the employee has been approved. If you or an immediate family member has a medical condition that results in one or more absences, you may qualify for unpaid leave under the federal Family and Medical Leave Act of 1993 ("FMLA"), and your absence or tardy will not be considered for disciplinary action. Likewise, if your absence is approved leave under the Americans with Disabilities Act ("ADA"), your absence or tardy will not be considered. For absences that should be approved under the ADA, please consult the ADA Policy set forth in the EEO Policy in this Handbook. Please refer to the Family and Medical Leave Policy in this Handbook for information about leave under the FMLA. Be advised that leave under the FMLA may be require approval in advance and does not necessarily relieve you from your responsibilities as set forth in this Attendance and Punctuality Policy. If you believe that an absence or tardy improperly has been considered, please utilize the Company's *Employee Complaint Procedure*, which is contained in this Handbook.

NURSING MOTHERS

The Company complies with applicable provisions of the Patient Protection and Affordable Care Act.

Please direct all requests regarding this Policy to the Benefits Administrator.

STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow the Company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken. All employees also share an obligation to safeguard the integrity of the Company's reputation and assure the continuation of ethical business practices. Disciplinary action may include a verbal counseling, written warning, suspension without pay, and discharge. Please note that the Company reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually, and nothing in this Handbook should be construed as a promise of specific treatment in a given situation. Employees should clearly understand that, in referencing or identifying conduct that can result in disciplinary action, the Company is not intending to prohibit (and does not intend to discipline) conduct that is protected concerted activity under the National Labor Relations Act

The following misconduct may result in discipline up to and including IMMEDIATE discharge:

1. Theft, deliberately destroying or abusing Company property at any time, or other employee's property during working time on Company premises.
2. Misusing or removing without authority, employee lists, blueprints, records or Company confidential or classified information of any kind, or falsifying such information.
3. Refusing to obey or disregarding management's instructions (i.e. Insubordination), although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act.
4. Fighting on Company premises, including failure to de-escalate a situation from turning hostile or inflammatory.
5. Possessing firearms, illegal knives or other dangerous weapons during work time or on the Company premises or equipment.
6. Deliberately altering employee's own time record or clocking in for another employee or allowing someone else to clock in for you.
7. Falsifying information on a company document; including pre-employment and/or applications. Including failure to alert management to any regulatory site visit documentation (such as food safety audits, or unannounced site visits from authorized vendors and/or state agencies).
8. Disrespectful or unprofessional conduct in person, or on the phone or by email with a client or employee, including inappropriate outbursts on company property, although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act.
9. Leaving premises, assigned job duties or assigned equipment during work hours without permission of the person in charge.
10. Using or loaning out Company-owned or controlled material, time, keys or equipment for an unauthorized purpose or for personal use; or unauthorized operation, repair or attempt to repair

machines, tools or equipment; or duplicating Company keys without proper authorization.

11. Threatening, intimidating, coercing, interfering with, bullying, or displaying indecent actions toward fellow employees, management or guests, although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act.
12. Possessing, distributing, consuming or being under the influence of alcoholic beverages or dangerous or illegal drugs at any time on Company premises or while performing work for the Company.
13. Using another person's badge, identification card or special pass for the purpose of gaining admission to Company premises; or permitting another person to use a badge, identification card or special pass for such purposes without appropriate approval.
14. Being involved in accidents with Company operated equipment causing significant property damage or bodily injury resulting from driver negligence.
15. Disregarding safety rules, fire regulations, or common safety practices.
16. Failure to comply with cash-handling procedures; and or intentionally padding/inflating/altering inventory to cover shortages.
17. Violating the Company EEO Policy or inducing another employee to violate the EEO policy.
18. Restricting production, deliberate slowdown or obstruction of operations or encouraging others to do so, although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act.
19. Failing to comply with all dress, appearance and personal hygiene standards.
20. Failing to adequately inspect all assigned equipment or failing to report immediately to the person in charge any mechanical defect in equipment or personal illness or condition hazardous to the safe operation of any equipment, especially Security Equipment.
21. Being involved in any preventable accident with Company owned or leased equipment.
22. The use of cell phones/PDA and personal music devices (such as an iPod or other Blue Tooth enabled device) for personal purposes while on duty.
23. Posting, defacing or removing notices or signs, writing on bulletin boards or Company property, unless authorized by Management, although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act.
24. Failing to clock in when reporting for work (if an hourly employee) or otherwise failing to maintain accurate time records.
25. Failing to report absences, excessive absences or tardiness as required by this Handbook.
26. Failing to report an accident or report for first aid; or intentionally making a false incident report.

27. Horseplay, running, pushing or throwing things on Company premises, creating discord or lack of harmony in the business environment, although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act..
28. Gossiping or discussing/disclosing confidential business or personnel matters, although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act.
29. Attendance and punctuality problems; including Sleeping on Duty.
30. Pilferage of the stores property (including Grazing of Merchandise), property of customers, or fellow employees
31. Giving food, or other company property, without proper authorization from management.
32. Unsatisfactory job performance; including failure to acknowledge and/or sign Improvement Awareness or other Counseling Forms.
33. Failure to work with a positive attitude or to help and support other employees or guests, although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act.
34. Violation of policies or procedures set forth in the Company handbook; and
35. Other misconduct as determined by the Company, although this should not be interpreted in a manner that unlawfully prohibits the rights of employees to engage in protected concerted activity under the National Labor Relations Act.

These examples are not all-inclusive. Because this list does not cover every action for which you may be disciplined, you also are expected to use common sense and conduct yourself in a reasonable and inoffensive manner. We emphasize that discipline and discharge decisions may be based on an assessment of all relevant factors, including the severity of the infraction and the employee's work record, as determined by the Company.

Employees should understand that nothing in this Policy, or any other Company policy, should be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the National Labor Relations Act ("NLRA"). The Company respects the Section 7 rights of employees and has and always will comply fully with its obligations under the NLRA, and the Company emphasizes that this Policy does not intend to cover conduct engaged in by employees that is protected by the NLRA.

WORKPLACE VIOLENCE

Application. The Company is committed to providing its employees a safe environment for working and conducting business. In this regard, the Company will not tolerate any threats, threatening behavior, acts of violence, or any related conduct which interferes with or disrupts the Company's safe working environment. This prohibition applies to Company employees, vendors, customers, and visitors, whether or not the conduct occurs on or off Company property.

Prohibited Conduct. Threats, threatening behavior, acts of violence or related disruptive conduct includes conduct against persons or property that is sufficiently severe, offensive, or intimidating that it disturbs, interferes, or prevents normal work functions or activities. Specific examples of conduct that may be considered “threats, threatening behavior, acts of violence or related disruptive conduct” include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening to harm an individual or his/her family, friends, associates, or their property.
3. The intentional destruction or threat of destruction of property owned, operated, or controlled by the Company.
4. Harassing or threatening individuals through any form of written or electronic communications.
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Company.
6. Harassing surveillance of another Company employee and making a credible threat with intent to place the other person in reasonable fear of his or her safety.
7. Unlawful possession of firearms, weapons, or any other dangerous devices on Company property, except as provided for by the Business Security and Employee Privacy Act.

Complaint Procedure. If you feel that you have experienced or witnessed conduct that is prohibited under this Policy, you are to follow the Company’s *Employee Complaint Procedure*, which is contained in this Handbook.

SECURITY

We are committed to providing a secure workplace and ensuring the protection of corporate assets and proprietary information. Security is an integral part of your job responsibilities. Be sensitive to information you generate or have access to, protect corporate assets such as inventory, records and office supplies, secure your work area when left unattended, and report security related issues to your manager.

Failure to ensure security equipment is functioning, when it is within your ability to do so, and / or failing to report equipment that is not operating properly during your shift may result in disciplinary action up to and including immediate termination of employment.

CASH CONTROL POLICY

Shifts are to be changed at the same time every day. Cashiers who are late for shift have the option of assuming the cash drawer as is or counting down and changing point of sale. Cashiers who assume cash drawers as is are assuming all shortages at the end of the day. Customers must not be inconvenienced due to cashier tardiness. Only one cashier should be working on the register during pay point period.

All lottery and lotto are to be run through the register. Paid-outs for the lottery are to be rung up on the lotto paid out key. All scratch off ticket sales must be rung up. Playing lottery and lotto while on the clock will result in disciplinary action up to and including immediate termination of employment.

All money orders are to be rung up and should be cash only.

No drawer keys are to be accessible to the cashiers.

All \$20, \$50, and \$100 bills are to be marked with a counterfeit pen. (Ink should be yellow, not brown)

Change should be counted back to all customers. No \$50 or \$100 bills are to be given back to the customer.

All credit card slips should have a signature on it if required by point of sale.

At the end of every cashiers shift on a register, the money will be counted and written on the point of sale report with the drop number or entered into the system as a drop. The cashier must sign the point of sale report showing they agree with the drop amount. The final drawer count will be calculated with a calculator tape and the tape initialed and left in the drawer with the money.

It is the manager's responsibility to check shift paperwork the following morning and to verify for accuracy. If a mistake is found, it is to be corrected to the side of the original entry. Do not erase the original entry. If a drop error is found, the drop slip is to be saved and the corrected amount written on it. It is then to be attached to the appropriate pay point report. It is the cashier's responsibility to leave a written explanation of any shortage when it is discovered short on the pay point report and to follow up with the manager the next morning.

No more than \$200.00 is to be kept in the register at any given time. There should never be more than three \$20 bills in a drawer. All other monies are to be dropped in the safe. Checks are to be dropped as received. All monies are to be kept under lock and key at all times.

Cashiers will be held accountable for cash shortages to the extent they are preventable, but such collections will not reduce an employee's pay below minimum wage. Cash register shortages may result in discipline, up to and including termination.

LOTTERY / GAMING MACHINES

The sale of Lottery Tickets is closely controlled by law and monitored by federal, state and local law enforcement. Violations of the laws concerning the sale of Lottery Tickets to individuals that are not of legal age (18) could result in expensive fines, arrest and criminal charges, immediate termination of your employment, as well as the loss of the store's ability to sell these products. Employees will be held personally responsible for any fines levied. Jones Petroleum. strongly supports efforts to restrict the sale lottery tickets to individuals that are not of legal age.

Employees are never permitted to play or engage in any personal lottery transactions and/or play Gaming Machines while on duty, under any circumstances. In addition, employees are not permitted to purchase or play lottery and/or Gaming Machines at any time, on or off the clock, at the store that they are assigned to or are currently working. Employees are never permitted to accept any gifts or tips from customers, this includes on-line and scratch lottery tickets. Any violation of these policies could result in immediate termination.

CHECK CASHING POLICY

We do not accept checks except within the following guidelines.

Jackson / Monticello Area Stores:

1. Check the Good Check List. If the customer is not listed, do not accept the check.
2. Stamp the back of the check and fill in all information.
3. Make sure the check has a phone # and the correct current address on it. Get a street address if a P.O. Box is listed.
4. No two party checks.
5. No payroll checks.
6. No out of town checks.
7. If in doubt, do not accept the check without manager's approval.
8. A check can only be written for the amount of purchase plus \$25.00.
9. No checks should be accepted over \$50.00 without management approval.
10. If you have questions about this policy, please ask your manager for further clarification.

OTHER GENERAL POLICIES

1. Each location may have site specific rules as set by management. Ensure you are aware of location policies and procedures. You should seek management clarification to ensure your understanding of the rules.
2. Employees are not allowed to ring up their own personal purchases, whether paid in cash or otherwise. Further, employee purchases are to be supported by a cash register receipt and turned in with paperwork at the end of each shift. No employee charge accounts are allowed. Employees are not allowed to consume store inventory prior to purchase.
3. Employee's food and drinks at the service counter or register should not be visible to the customer.
4. Any void, lottery shortage, error correct or refund must be supported with a receipt that is initialed by the manager and employee with a brief explanation.
5. Please do not leave the service counter or register unattended.
6. Nobody other than the shift manager is allowed in the store office alone unless accompanied by a manager.
7. All product is to be priced if it does not have a visible shelf pricing tag.
8. Any items used by the store are to be rung up through the register as a sale. The register receipt should then be characterized as a "cash paid out." The original is to be listed on the daily paperwork to balance cash and a copy is to be listed on the store inventory as supply.
9. Purses, bags or backpacks are not allowed to be brought inside the store while an employee is on shift, except for special circumstances that have been approved by the manager. Clear bags, that are transparent to the eye, are allowed should an employee need a bag inside the store, while on duty.

VENDOR CHECK IN PROCEDURES

1. Vendors should be received between 6:30am and 3:00pm with the exceptions of gasoline and newspapers. Manager should review the invoice upon arrival. Individual stores may determine times of day when vendors will not be received due to high customer traffic.
2. Only authorized vendors in uniform or presenting company identification are allowed in the store. Do not allow unauthorized persons to assist in the delivery of merchandise.
3. Only one vendor is accepted at a time. The driver must park away from the front door and not block the gas dispensers allowing room for our customers.
4. All merchandise deliveries to the store should occur in a neutral area which does not obstruct the flow of customers and which is away from a vendor's stocking area.
5. Verify that the invoice is for your store before you accept delivery.
6. All merchandise credits should be counted, written up on a separate "credit" memo and removed from the store before merchandise is brought into the store.
7. Open all boxes and cases and lift all crates.

8. Verify that the vendor has correctly priced all items.
9. Count and Scan each individual item to compare the quantities and sizes of the products on the invoice, to those actually delivered. Do this in the same order as written on the invoice.
10. Do not allow the vendor to hold the invoice while you count. Check off each item as you verify. Always go in order of the invoice.
11. All cardboard boxes must be broken down in the store by the vendor. It must then be disposed of in the dumpster, unless it is a container routinely used by the vendor (e.g. Frito Lay).
12. Verify that all outgoing crates and boxes are empty.
13. Sign all copies with full signature after deliveries and invoices have been verified. Retain the original invoice and give the vendor the duplicate copies.
14. Never return an invoice to a vendor for corrections after it has been signed.
15. Never accept samples. Never accept verbal deals.
16. Propane, Cintas, newspapers and ice companies are vendors. They should be checked in the same as any other vendor.

ALCOHOL/TOBACCO/LOTTERY SALES POLICY

Georgia, South Carolina, and Alabama Law prohibits the sales of tobacco and alcohol beverage to under-aged persons. The legal age to purchase tobacco is 21 years old in Georgia. The legal age to purchase any alcoholic beverage is 21 years old. The legal age to purchase any Lottery/Lotto-related sales is 18 years old.

It is the Company's policy to check the I.D. on all customers purchasing alcoholic beverages and tobacco! In addition, employees are to enter their birth date or scan the ID where applicable.

(The Passport and Commander registers are programmed to ask for I.D.'s on Tobacco and Alcohol Sales. Review of the electronic journal will show if a date of birth was entered, or if the clerk just hits the "default" key.)

Remember that you should NOT:

1. Give away any alcohol or tobacco products.
2. Purchase any alcohol or tobacco for the purpose of giving to someone under age.
3. Allow an underage individual to carry out alcohol purchased by somebody else.
4. Allow consumption of alcohol in the store or on company property.
5. Sell **outside the hours** of authorized sales for the location at which you are working.

Failure to abide by state specific laws, as they apply to the sale of tobacco, alcohol beverage and lottery, will result in disciplinary actions, up to and including immediate termination. Employees may be denied Unemployment Benefits for failure to abide by the Alcohol / Tobacco / Lottery Sales Policy.

NON-FRATERNIZATION

The Company prohibits dating or romantic relationships between a supervisor and a subordinate who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status. In the event a supervisor and subordinate desire to date or enter into a romantic relationship, the supervisor should immediately notify the Director of Operations so that the Company may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the associates involved. The Company may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The Company will address these situations as confidentially and

discreetly as possible. When a violation of this Policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken.

EMPLOYEE AND PUBLIC RELATIONS

Our Company's reputation has been built on excellent service and the quality of our care. To maintain this reputation requires the active participation of every employee. The opinions and attitudes that customers have toward our Company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but when we do, we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers. Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Points to remember:

1. Greet all customers as they enter the store. Be sincere, don't be a robot. Try to make eye contact. Speak loud and clear so the customer can hear you.
2. Employees should be aware of the customer in the store. Offer assistance where needed. Each employee should be familiar with the layout of the store and the location of products within it.
3. When the customer comes to the register, speak to them again. Ask them if they found everything they were looking for.
4. When applicable, ask customer if he/she got gasoline.
5. Car wash locations should ask all customers "would you like a car wash today?"
6. Close the transaction with a sincere "Thank You."
7. Employees should have knowledge of the policies of the Company.
8. Use common sense. Even when enforcing policies, it can be done in a way as to not alienate the customer. Ask for assistance from a management when needed or in doubt.
9. Problem customers should be handled without taking it personally. They may have been having a bad day and it is not necessarily directed at you.
10. If more than 2 people are in line, call for another cashier.
11. Remember the customer should be the most important person in the store. Without the customer, we would have no business. Make their shopping enjoyable and you will enjoy your job much more.

And remember that, if you are contacted by the media regarding any aspects of your employment, duties, or other activities at the Company, please advise the media to direct any inquiries to the President of the Company. You should immediately contact the President to advise him/her of any media inquiry.

SOLICITATION/DISTRIBUTION

Solicitation by an employee of another employee, including but not limited to, solicitation for contributions, sale of merchandise, or memberships in clubs or organizations, circulation of petitions, and all other forms of solicitation, is prohibited while either the person doing the soliciting or the one being solicited is on his or her working time. Solicitation by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in the working areas of the Company is prohibited at any time. Distribution of literature by non-employees on Company premises is prohibited at all times.

OFF-DUTY EMPLOYEES

Off duty employees are to visit the Company only on matters of business, such as obtaining paychecks, and

may not enter work areas of the Company unless granted permission to do so by a supervisor. There should be no loitering by off duty employees at any Company location.

VISITORS

Visitors are not allowed in work areas without express permission and approval by your supervisor.

PERSONAL BELONGINGS

The Company is not responsible for personal belongings that are brought onto the premises. Team members are encouraged not to bring valuable items with them to work. All personal items brought into the facility should be secured in lockers if provided. The Company cannot be responsible for loss or damage to your personal property. Any prescription medication must be left in your vehicle or secured in an agreed upon location with store manager.

CHANGES IN PERSONAL DATA

We need to maintain up-to-date information about you so we would be able to aid you and/or your family in matters of personal emergency. Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given promptly to the payroll manager.

INSPECTION/MONITORING

The Company provides offices, desks, computers, and other Company property to employees for their use while employed by the Company. These items are the property of the Company. The Company can make no assurances about the security or privacy of any office, desk, file cabinet, computer, or other Company facility and discourages the storage of valuables, perishables, and other personal items in them. Additionally, the Company reserves the right to open and inspect any item of any kind on Company property, including in an office, desk, computer and files, file cabinet, or Company property and its contents, at any time with or without reason, notice or consent. All vehicles parked in secure parking areas that restrict the general public by way of a gate, security officer or station, or other similar means and all vehicles parked in temporary parking areas are subject to search at any time with or without reason.

Additionally, the Company reserves the right to open and inspect any item or vehicle of any kind on Company property, office, desk, computer and files, file cabinet, or Company property and its contents, at any time with or without reason, notice or consent. Employees or anyone on Company property and the contents of any item carried by employees or anyone on Company property also may be subject to search. This Policy also will be applied in conjunction with the Company's policy on Protecting Confidential Company Information. All policies will be applied in compliance with state law regarding inspection of persons and vehicles, including, if applicable, OCGA § 16-11-135. For example, if a particular applicable state law prohibits a certain type of inspection or imposes limits on when an inspection can take place, the Company shall comply with such law.

Employees should understand that any conversations over the Company's telephones and similar voice systems may be monitored or recorded for any reason as a part of normal business operations. By using the Company's telephones, employees expressly consent to such monitoring and recording for all lawful purposes, and any use of the Company's telephones and similar voice systems is done so with the knowledge and awareness of this Policy.

Similarly, employees should be aware that, in order to promote the safety of employees, patrons, visitors, and occupants, as well as the security of its assets and properties, the Company may conduct video

surveillance of any portion of its premises at any time, the only exception being private areas of restrooms, showers, and dressing rooms, and that employment with the Company constitutes an express awareness of and consent to such surveillance.

PROTECTING CONFIDENTIAL INFORMATION

The Company considers its confidential information to be one of its most valuable assets. We all share a common interest in making sure this information is not improperly or accidentally disclosed. As such, employees must carefully protect and must not disclose to any third party any confidential or proprietary information belonging to the Company or its customers, unless expressly authorized or specifically required in the course of performing authorized services for the Company. Such protected information includes, but is not limited to, matters of a technical nature, such as computer software, product sources, product research, and designs, as well as matters of a business nature, such as customer lists, customer contact information, employee information, personnel information, on-site program and support materials, training materials, pricing lists, sales data, financial and marketing data, and any other confidential information, whether communicated orally or in writing, and whether in electronic or other tangible form, concerning the Company's or its customers' operations and business.

Misuse of confidential information can include accessing information not directly germane or relevant to your specifically assigned tasks, disclosing, discussing and/or providing confidential information to any individual not authorized to view or access that data and failing to properly handle, store or dispose of confidential data. Individuals with access to confidential information should ensure that any materials containing confidential information are stored safely before leaving their work areas each day and that any confidential information on your computer, tablet, PDA or other personal mobile device shall be protected by use of a reasonably password. In the event that a personal mobile device with confidential information on it is lost or stolen, you must report it immediately to the President of the Company.

Further, upon separation from employment for any reason, employees are required to return all of the Company's property that is in their control or possession to the Company, including, but not limited to, confidential information. This Policy specifically requires employees to return all Company property (including electronically stored information) that employees may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-Company computers and other electronic storage devices (including PDAs) during the course of their employment. Employees should clearly understand that, upon separation from their employment, they are without authorization to access or use any such Company property, whether through a Company-sponsored computer or computer network or via a non-Company computer or other electronic storage device. Further, for the avoidance of doubt, this Policy also makes clear that no individual is authorized to access the Company's computer/network system after they are no longer performing services for the Company, unless such post-termination access is expressly authorized in writing by the President of the Company.

COMPUTER, EMAIL, AND INTERNET USE

Purpose and Application. The Company provides a variety of technology resources to its employees for purposes of its business operations and to help employees perform their jobs. While these technology resources are often necessary and helpful tools, they also pose risks and must be used with common sense and good judgment. As such, the Company has developed this Policy to establish guidelines for the use of its technology resources. For purposes of this Policy, the Company uses the term "technology resources" to refer generally to all of its network and electronic resources, such as computers, software, networks, email systems, telephones and cellular phones, voicemail systems, fax machines, and Internet access.

Business Use Only. The use of the Company's technology resources is for Company business and is to be used for authorized purposes only. These technology resources are established, maintained, and provided by

the Company for employees to use for the furtherance of Company business and not for personal use. This Business Use Only policy shall not be construed in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the NLRA.

Ownership and Access to Technology Resources. All of the Company's technology resources, including all data and files stored on or transmitted using the Company's technology resources, are the property of the Company. This means that the Company owns all data and files stored on or transmitted using any of the Company's technology resources, such as computers, network servers, or email servers. As such, the Company retains the right to access, monitor, and inspect its technology resources, and any of the data and files therein, at any time. This right applies both during an employee's employment with the Company and after its termination for any reason, voluntary or involuntary.

Employees should not have an expectation of privacy in anything they create, store, send, or receive using the Company's technology resources. In this regard, employees are specifically advised that passwords are designed to give employees access to all or part of the Company's technology resources; they are not designed to guarantee employee privacy or security in any data or file created, stored, sent, or received on any of the Company's technology resources. Employees may not change passwords without prior express permission. Upon termination of employment, employees must return all passwords to the Company.

General Guidelines for Use. Employees are expected to use the Company's technology resources professionally, for business purposes only, and in compliance with all other Company policies. Therefore, employees must follow the guidelines set forth below when using the Company's technology resources. This list is not intended to be an exhaustive description of all activities that may be considered inappropriate use of technology resources; there may be other activities that are inappropriate and/or violate Company policies, for which an employee may be subject to disciplinary action, up to and including immediate termination. If you ever are uncertain about whether an activity is an appropriate use of the Company's technology resources, you should consult with your supervisor.

1. Accessing any technology resources, including networks, servers, drives, folders, or files, to which the employee has not been granted access or authorization or in a manner that exceeds such employee's access or authorization (this includes accessing any other person's computer, voicemail, files, or data without approval);
2. Making unauthorized copies of Company files or other data;
3. Using any of the Company's files or other data for an unauthorized purpose, even if the employee was otherwise authorized to access such files or data;
4. Revealing, publicizing, or otherwise disclosing any confidential information belonging to the Company without authorization, including, but not limited to, financial information; business and product ideas; marketing strategies and plans; pricing structures and plans; customer lists or information; technical product information; computer software source codes; and computer/network access codes;
5. Destroying, deleting, erasing, or concealing the Company files or other data, or otherwise making such files or data unavailable or inaccessible to the Company or to other authorized users of the Company's technology resources;
6. Violating any law, regulation, or order of the United States or any state, county, city, local government, or jurisdiction in any way;
7. Violating the terms of any user agreement, license agreement, or other type of contractual agreement of any software program, application, website, or other product or service;
8. Illegally downloading, copying, transmitting, viewing, or accessing any material protected under copyright law or making such material available to others;
9. Engaging in any other unlawful or malicious activities;
10. Intentionally propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the Company's

- technology resources or those of any other individual or entity;
11. Defeating or attempting to defeat security restrictions on any of the Company's technology resources;
 12. Viewing or transmitting any material, or engaging in any conduct, that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, violative of the Company's EEO Policy or other personnel policies, or that is otherwise unlawful or inappropriate. The Company has sole discretion to determine what constitutes inappropriate use or material under this policy. If you unsure whether any use or material would be considered inappropriate, you should seek clarification from your supervisor before accessing or distributing such material. If you are in any doubt, do not access or distribute the material;
 13. Using abusive, profane, threatening, discriminatory, harassing, offensive, otherwise objectionable language in either public or private messages;
 14. Sending, receiving, downloading, uploading, or otherwise accessing or viewing any pornographic materials;
 15. Causing congestion, disruption, disablement, alteration, or impairment of the Company's technology resources;
 16. Installing any software without authorization; and
 17. Using any of the Company technology resource for personal financial gain unrelated to one's employment with the Company.

Other Company Policies. All of the Company's policies, including, but not limited to, its policies on Equal Employment Opportunity, Protecting Confidential Information, Social Media, and Solicitation and Distribution, apply to the use of the Company's technology resources. If any employee feels that he or she has witnessed or been the subject of any conduct in violation of this Policy, the employee should utilize the Company's *Employee Complaint Procedure*, which is contained in this Handbook.

Discipline. Employees will be subject to discipline, up to and including termination from employment, for violating this Policy. Therefore, before using any of the Company's technology resources, employees should consider whether their actions meet the expectations set forth herein. In doing so, employees should be mindful that electronically stored information can often be saved or retrieved even after an employee believes he or she has taken steps to "delete" it.

SOCIAL MEDIA

In general, the Company views social networking websites (e.g., Facebook, Twitter, Instagram), personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites can impact both the Company and employees alike. Therefore, the Company has created this Policy to establish its expectations for employee use of these types of websites.

Applicability. This Policy is meant to apply to social networking sites, personal websites, blogs, photo sharing sites, video sharing sites, podcasts, as well as bulletin boards and comments posted on other websites. For ease of reference, this Policy refers to all of these types of websites generically as "social media websites." The absence of an explicit reference to a specific website is not meant to limit the application of this Policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. You should consult with your manager or supervisor if you are uncertain about any of your activities on a social media website.

No Interference with Job Duties. The Company's Internet and computer resources are provided to employees to allow them to complete their job duties and should be used for business purposes only. As such, the Company does not allow personal use of social media websites during work time.

Use Outside of Work. Employees may use social media websites during their personal time outside of work. Employees must be aware, however, that information they display on the Internet not only reflects on themselves, but could be associated with the Company as well. Therefore, employees are expected to follow these guidelines when using any social media website:

1. If an employee identifies himself as an employee of the Company, the employee must place a disclaimer in his/her profile, post, or publication that clearly states that any and all opinions or views expressed are those of the employee and not the Company.
2. The Company's relationships with its clients, customers, and partners are valuable assets. Even positive references can be noticed by a competitor and used to the Company's disadvantage. Therefore, employees may not reference or display any information about any of the Company's clients, customers, business partners, or third parties inconsistent with the Company's EEO Policy, Protecting Confidential Information Policy, or other provisions of this Handbook, although nothing herein should be construed to prohibit the right of employees to engage in protected concerted activity under the NLRA.
3. Employees are expected to comply with the Company's EEO and other policies, as allowed by law, and refrain from using personal insults, malicious comments or defamatory remarks when commenting about the Company, its employees, its customers, or third parties in violation of the Company's EEO Policy, Protecting Confidential Information Policy, or other provisions of this Handbook, although nothing herein should be construed to prohibit the right of employees to engage in protected concerted activity under the NLRA.
4. Confidential and proprietary information of the Company is not to be discussed or referred to by employees on any social media website, even in private messages between site members who have authorized access to the information. This includes information such as financial information about the Company, pricing, strategies, intellectual property, customer information, or other information covered by the Company's Protecting Confidential Information Policy in this Handbook.
5. Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.
6. Employees are expected at all times to comply with the law in regard to copyright, trademark, and plagiarism. Posting of someone else's work without permission is not allowed. In addition, employees are expected to not make disparaging comments about other persons or entities on social media websites.
7. The Company encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page or social networking site can be relayed and often misunderstood by the reader. Employees must use their best judgment and also comply with the policies set forth in this Handbook.

Reminders On Use Of Social Media:

Maintain Confidentiality. It's acceptable to have a dialog with online communities, but it's not permitted to publish confidential information. Confidential information includes things such as unpublished details about our products, details of current projects, future product ship dates, financial information, research, trade secrets, and other information. We must respect the confidentiality of the Company's intellectual assets, and we must also be mindful of the competitiveness of our industry. Do not post information we do not want the public to see.

Be Honest. Do not comment, post or blog anonymously, using pseudonyms or false screen names. The Company believes in transparency and honesty. Use your real name, be clear who you are, and identify that you work for the Company. Do not say anything that is dishonest, untrue, or misleading. If you have a vested interest in something you are discussing, point it out. Make sure that your comments on social media sites do not interfere with your job or commitments to customers, dealers or suppliers.

Respect Copyright Laws. It is critical you show proper respect for the laws governing copyright and fair use or fair dealing of copyrighted material owned by others, including Company-owned copyrights and trademarked brands. You should never quote more than short excerpts of someone else's work, always attribute such work to the original author/source, and link to others' full body of work, rather than reproduce it.

Respect Your Audience. The public in general, and the Company's employees and customers, reflect a diverse set of customs, values and points of view. Don't be afraid to be yourself, but do so respectfully. This includes not only the obvious (no ethnic slurs, offensive comments, defamatory comments, personal insults, obscenity, etc.) but also proper consideration of privacy. Do not discuss topics considered objectionable or inflammatory - such as politics and religion. Use your best judgment and make it clear the views and opinions expressed are yours alone and do not represent the official views of the Company. Nothing herein should be construed to prohibit the right of employees to engage in protected concerted activity under the NLRA.

Protect and Obtain Permission. Customers, partners or suppliers should not be cited or obviously referenced without their approval. Never identify a customer, partner or supplier by name without permission and never discuss confidential details of a customer engagement. It is acceptable to discuss general details about kinds of projects and to use non-identifying pseudonyms for a customer (e.g., Customer 123) so long as the information provided does not violate any non-disclosure agreements that are in place with the customer or make it easy for someone to identify the customer. Social media is not the place to "conduct business" with a customer, the media, or suppliers.

Avoid Controversy. If you see misrepresentations made about the Company in the media, you may point that out. Always do so with respect and with the facts. If you speak about others, make sure what you say is factual and that it does not disparage that party. Avoid arguments. Brawls may earn traffic, but nobody wins in the end. Don't try to settle scores or engage competitors or others in inflammatory debates. Make sure what you are saying is factually correct, includes links to the Company's websites to back up claims and include the facts. Nothing herein should be construed to prohibit the right of employees to engage in protected concerted activity under the NLRA.

Correct Mistakes. If you make an error, be up front about your mistake and correct it quickly. If you choose to modify an earlier post, make it clear that you have done so. If someone accuses you

of posting something improper (such as their copyrighted material or a defamatory comment about them), deal with it quickly - better to remove it immediately.

Social Media Tips. The following tips are not mandatory, but will contribute to successful use of social media. The best way to be interesting, stay out of trouble, and have fun is to write about what you know. There is a good chance of being embarrassed by a real expert, or of being boring if you write about topics you are not knowledgeable about. Quality matters. Use a spell-checker. Always ask a coworker to check your post, and take their advice on how to improve it. The speed of being able to publish your thoughts is both a great feature and a great downfall of social media. The time to edit or reflect must be self-imposed. If in doubt over a post, or if something does not feel right, either let it sit and look at it again before publishing it.

Other Company Policies. All other policies in this Handbook apply with equal force to employee use of social media websites. In particular, employees are expected to follow the Company's EEO Policy when participating in social media websites. The Company considers behavior that is inappropriate in the workplace to be inappropriate on the Internet as well, meaning that the Company's EEO Policy concerning discrimination, harassment, and retaliation applies equally to the treatment of employees in the workplace or on the Internet.

Disciplinary Action. While the Company respects the right of employees to use social media websites, it has established this Policy for the benefit and protection of the Company and its employees. Any employee witnessing or who believes a violation of this Policy has occurred should utilize the Company's *Employee Complaint Procedure*, which is contained in this Handbook. The Company takes the expectations explained above very seriously. As such, employees are advised that violating this Policy may result in disciplinary action, up to and including termination.

Compliance with National Labor Relations Act. Nothing in this Policy, or any other Company policy, should be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the National Labor Relations Act ("NLRA"). The Company has and always will comply fully with its obligations under the NLRA.

CARE OF EQUIPMENT

You are expected to use proper care when using the Company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once. **Failure to return Company's property and equipment will be subject to repayment for the cost of the property.**

COMPANY VEHICLES

Company vehicles may only be used for job-related travel. Operators of Company vehicles are responsible for the safe operation and cleanliness of the vehicle. Accidents involving a Company vehicle must be reported to your supervisor immediately. Employees are responsible for any moving violations and fines which may result when operating a Company vehicle. The use of seat belts is mandatory for operators and passengers of Company vehicles. Hands-free capabilities should always be used as required by law. No texting while driving. No use of social media or internet use while driving.

SEVERE WEATHER

Severe weather is sometimes to be expected. Although driving may at times be difficult, when caution is exercised, the roads are normally passable. Except in cases of severe storms, we are all expected to work our

regular hours. Time taken off due to poor weather conditions is to be made up, used as vacation (if applicable) or is unpaid.

PERSONAL TELEPHONE CALLS

It is important to keep our telephone lines free for customer calls. Although use of the Company's telephones for a personal emergency may be necessary, routine personal calls are prohibited.

CELL PHONES AND PORTABLE COMMUNICATION DEVICES

Employees are not allowed to have cell phones on their person while on duty unless their job duties require the use of a cell phone or they receive approval in writing from their District Manager. As a matter of business practice, only store managers or higher level of management may have a cell phone on their person while on the clock. Further, employees should not wear any type of cell phone accessory (such as a Bluetooth device) while on duty. **At no time is texting an acceptable means of communication.**

Employees will not utilize cellular phones or any other type of portable communications device for improper purposes. Therefore, unless it is in pursuit of a legitimate business purpose, employees are not, while acting on behalf of the Company on and off Company premises, permitted to use a cellular phone or any other type of portable communications device to: (1) take or transmit pictures of employees, visitors, or any other individuals without their expressed consent; and (2) take or transmit pictures of the Company's confidential information and trade secrets.

Further, employees should not use cell phones or any other portable communications device while operating a motor vehicle on behalf of the Company. If employees must use cell phones while in their motor vehicle, they must comply with the following safety guidelines: (1) Always dial while the car isn't moving; (2) Never use the phone in heavy traffic or bad weather; (3) Use speed dialing as much as possible; (4) Use a hands-free phone; (5) Never look up phone numbers while driving; (6) Never have stressful conversations while driving; and (7) Keep your eyes on the road while on the phone. Of course, employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving.

Employees should understand that the Company may install and utilize global position system (GPS) tracking on Company-issued cell phones (or other portable communication devices) for business-related purposes and also may discipline employees based on the information gathered by the tracking software. The GPS tracking software will provide the Company the ability to gather and monitor information related to the location of the cell phone. By your continued employment and through the use of the Company-issued cell phone (or other portable communication device), employees expressly consent to such tracking and acknowledge that they have no expectation of privacy in the information generated by this software (including their location) as a result of having a Company-issued cell phone (or other portable communication device). To the extent that employees do not want the Company to gather location information on non-working time, the Company encourages employees to turn off their Company-issued cell phone or simply leave their Company-issued cell phone at home.

Compliance with National Labor Relations Act. Employees should understand that nothing in this Policy, or any other Company policy, should be interpreted in a manner that unlawfully prohibits the right of employees to engage in protected concerted activity under the National Labor Relations Act ("NLRA"). The Company respects the Section 7 rights of employees and has and always will comply fully with its obligations under the NLRA and the Company emphasizes that this Policy does not intend to cover conduct engaged in by employees that is protected by the NLRA.

DRESS AND GROOMING

A neat, tasteful appearance contributes to the positive impression you make on our customers. You are expected to present a neat, clean, professional and business-like appearance during working hours or when representing Jones Petroleum. Following are the specifics of our program:

- The JP, Red Bug Deli, Fish Tail Marina, Burger King, Dunkin, Subway, Little Caesars, or Dairy Queen uniform shirt must be worn at all times while on duty.
- The JP nametag or respective food brand nametag, with your name, is to be worn at all times and is to be located on the upper, right side of your uniform shirt. Required promotional pins or buttons must be worn while on duty and should be located on the left side of the uniform shirt, above the Jones Petroleum Logo.
- Convenience store crew members should wear khaki colored trousers, mid-calf length Capri's or, khaki colored skirt that is below knee length. Pants should be modest, appropriately fitted and have no holes, rips, or tears. Food Brand crew member should wear the appropriate colored trousers/calf length skirt, as dictated by each brand.
- Skid proof shoes (Black) must be of the closed toe and closed heel variety for safety reasons.
- If temperature conditions dictate the use of layered clothing, the layers must be under the Jones Petroleum / food brand shirt and are to be neutral and reserved in color and logo free. If a jacket is required, it must be a brand Approved Jacket.
- Only authorized company / branded hats or headwear may be worn at any time except when working outside and a hat may then be worn to protect from the elements. Skull caps, bandanas, stocking/nylon caps are prohibited. Head wraps may be used for religious purposes only and must be neutral and reserved in color.
- All employees working in a food service environment (where food is made on-site) that may come into contact with exposed food, food equipment, utensils and/or unwrapped single service items must wear hair pulled back and put up using hair restraints or a hat, visor, or hair net must be used. A beard net must be worn if facial hair exceeds ¼" in length.
- Branded food establishment crew member should refrain from excessive cologne, perfume or make-up.
- All employees working in a food service environment are **prohibited from wearing false eyelashes.**
- **All employees working in a food service environment must keep their hands clean and sanitized. Unless wearing intact gloves in good repair, a FOOD EMPLOYEE may NOT wear fingernail polish or artificial fingernails when working with exposed food. Artificial nails must NOT be longer than 1/8 inch from fingertips. Employees must keep their fingernails trimmed, filed, and maintained so the edges and surfaces are cleanable and not rough.**
- Hair, beards and mustaches must be neatly trimmed and properly groomed.
- Jewelry is to be kept at a minimum for safety and security purposes. Any Jewelry that is worn is to be tasteful and not offensive to our customers or draw unnecessary attention to the wearer. Earrings cannot exceed ¼" in diameter and necklaces must be worn inside the shirt. Piercings must be limited to the ear. Cheek, tongue, chin, nose, etc. piercings are prohibited. Employees that serve or prepare food should refrain from wearing hand jewelry that may rip or tear required food service gloves.
- Visible tattoos must be inoffensive without words or images that could be considered racist, discriminatory or in any other way insulting to customers or co-workers. Tattoos above the neckline that will not be covered by hair or a uniform shirt are not permitted.
- **Ear buds are not allowed; and Bluetooth, cell phone accessories, etc. are not allowed when worn to avoid the NO cell phone policy.**
- The following items are not to be worn while on duty: spandex clothing, sweatpants, hoodies, miniskirts, sunglasses, flip-flops, shorts, sandals or slippers.

The above is not to be considered inclusive and is subject to change. With customer service being the foundation for our success, the image we project to our customers is an integral part of the service we provide. If your Manager feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed.

UNIFORM POLICY (CONVENIENCE STORES ONLY)

As a condition of employment, the Company requires that 2 uniform shirts must be purchased. Your check will be deducted for the cost of the two shirts, in accordance with the Fair Labor Standards Act. It is the responsibility of the employee to purchase khaki pants as part of his/her uniform. Company shirts, khaki pants, and a nametag must be worn at all times during your scheduled shift. Employees are required to begin their shift in a clean, approved uniform (see Dress and Grooming Policy). Employees are responsible maintaining and cleaning their uniforms. Additional shirts and nametags may be purchased through your District Supervisor. Upon termination of employment, company property must be returned to the store manager.

BULLETIN BOARD

Information of interest and importance to you is regularly posted on our bulletin board. We suggest that you look at it regularly to keep up with what is happening. This bulletin board is for Company announcements and publications only, and employees may not post or remove any information from it.

EACH EMPLOYEE'S SAFETY RESPONSIBILITY

Employees are expected to obey safety rules, follow established safe work practices and exercise caution in all their work activities. Safety can only be achieved through teamwork. Each employee, supervisor, and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately. The Company is committed to providing a safe workplace for all employees. As the Company has accepted this responsibility, employees in turn must accept the responsibility to work safely for themselves and the lives of their coworkers. This duty means working intelligently, with common sense and with foresight. The Company requires every employee to follow safety standards that apply to our operations and adhere to all OSHA regulations.

If an employee is involved in or witnesses an accident at work, he/she must report it immediately to a supervisor and the Benefits Administrator, regardless of how minor and whether or not it results in personal injury. Even minor accidents may indicate an unsafe condition that should be corrected. If an employee suffers an injury or illness that occurred at work, the employee must report it to the Benefits Administrator within a reasonable time after the employee realizes that he or she has suffered the injury or illness, which typically (unless exceptional circumstances are present) should be no later than the beginning of the employee's next working shift following discovery of the illness or injury and before engaging in any additional work. Failure to properly report an incident may result in denial of workers' compensation benefits. We prohibit unlawful retaliation against anyone who reports a workplace injury or illness or provides information related to a report. In the event you feel you have been subjected to retaliation for reporting a workplace injury or illness, you must report this conduct by utilizing the Company's Employee Complaint Procedure, which is contained in this Handbook.

Rules alone will not prevent accidents. It takes the cooperation of all employees to see that accidents are eliminated. Employees should report any unsafe conditions to their supervisors immediately, and always try to THINK SAFETY!

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. Use, adjust and repair machines and equipment only if you are trained and qualified.
3. Get help when lifting or pushing heavy objects.
4. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess -- ask your supervisor.
5. Know the locations, contents and use of first aid and firefighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action up to and including discharge.

GOOD HOUSEKEEPING

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

TOBACCO USE IN THE WORKPLACE

Our Company is committed to providing a safe and healthy environment for employees and visitors. Therefore, all forms of tobacco, including smokeless and vaping, use are prohibited in Company Vehicles and on Company premises, except in designated smoking areas. No smoking should ever occur around gas pumps. Under no circumstances is smoking or spitting permitted near entrances to buildings. No special breaks will be given to smokers that are not given to non-smokers.

HAZARDOUS WASTES

The Environmental Protection Agency has grouped certain chemicals and chemical groups into categories which have been defined as toxic. This means that, in concentrated forms or by accumulating and combining with other chemicals (even the air), these chemicals can be hazardous to human health if exposure occurs.

From time to time in the normal course of their jobs, employees may handle materials that have been classified as hazardous by the standards of the Occupational Safety and Health Act (OSHA) regulations. Hazardous materials that are received from the Company's suppliers should have Material Safety Data Sheets (MSDS) or labels that state the chemical ingredients of the contents, precautions to take, and what to do if exposure occurs. If any employee suspects that the materials or wastes he/she may encounter as an associate are hazardous (whether or not they are being created or used by the Company), he/she should inform the Company's Director of Operations immediately.

The Company is committed to not creating or disposing of hazardous wastes that will contaminate the environment. We will choose materials that have been judged as non-hazardous whenever possible and

will properly dispose of hazardous materials if used. Also, we will not knowingly dump any wastes into the environment at any time. The Company will inform employees how to control hazardous wastes and what to do if they are exposed to hazardous wastes.

SUBSTANCE ABUSE

No employee shall work, report to work or be present on Company premises, in Company vehicles or engage in Company activities while under the influence of alcohol or controlled substances which significantly affects job safety or performance. The unlawful manufacture, distribution, dispensation, possession, sale or use of alcohol or controlled substances while employed with the Company is also strictly prohibited. Any violation of this substance abuse policy may result in disciplinary action up to and including discharge.

The Company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this Policy, including, but not limited to, the inspection of the employee's personal property in certain circumstances, as well as Company-issued lockers, desks or other suspected areas of concealment.

Legally prescribed medications/drugs may be taken during working hours. Employees should notify their supervisors if the use of prescribed medications/drugs might affect their performance. Abuse of prescription medications/drugs will not be tolerated.

The Company may conduct pre-employment screening examinations designed to prevent the hiring of individuals who use illegal drugs. The Company also may conduct drug and alcohol testing if and when there is reasonable cause to suspect an employee is under the influence of drugs and/or alcohol while on Company property. Additionally, the Company reserves the right to conduct unannounced substance abuse tests to ensure compliance with this Policy, and your continued employment reflects your consent to such tests. Furthermore, the Company reserves the right to conduct drug and alcohol testing of an employee who is involved in a work-related accident where 1) the Company determines that employee drug or alcohol use is likely to have contributed to the incident and for which the test can accurately identify impairment caused by drug or alcohol use, or 2) where such testing otherwise is permitted under an applicable state or federal law or regulation. An employee's refusal to submit to the test at the time requested may result in disciplinary action up to and including termination. If, due to injuries, the employee cannot submit to testing within the prescribed time, the employee will provide the Company with necessary authorization required to obtain hospital reports and other documents that would indicate the presence or non-presence of any drugs and/or alcohol in the employee's system at the time of the accident.

NOTE: To the extent state law prescribes or limits any of the above types of testing, the Company will implement this policy in accordance with such state law. For instance, if an applicable state or local law prohibits post-accident testing for certain employees or prohibits a certain type of testing unless certain circumstances are present, the Company will comply with that law in administering this Policy.

JOB REFERENCES

The Company's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the Company. Any request for a reference or employment history of any kind should be directed to the Benefits Administrator, who will provide dates of employment and job positions. Except for the Benefits Administrator, Risk Manager or an officer of the Company, no other employee is authorized to provide any information of any kind concerning a current or former employee.

EMPLOYEE HEALTH POLICY

The Company's Employee Health policy applies to all applicable Food Service Establishment employees.

Reporting: Symptoms of Illness. I agree to report to the person in charge / management when I have Diarrhea, Vomiting, Jaundice (yellowing of the skin and/or eyes), Sore throat with fever, or Infected cuts or wounds, or lesions containing pus on the hand, wrist, or an exposed body part (such as boils and infected wounds, however small)

Reporting: Diagnosed Illnesses. I agree to report to the person in charge / management when I have Norovirus, Salmonella Typhii (typhoid fever), Shigella spp. Infection, E.coli infection (Escherichia coli O157:H7 or other EHEC/STEC infection), Hepatitis A, or nontyphoidal Salmonella (Salmonella). Note: The manager must report to the Regulatory Authority and the Health Department when an employee has one of these illnesses.

Reporting: Exposure of Illness. I agree to report to the person in charge / management when I have been exposed to any of the illnesses listed above through: An outbreak of Norovirus, typhoid fever, Shigella spp. Infection, E.coli infection, or Hepatitis A; or, A household member with Norovirus, typhoid fever, Shigella spp. Infection, E.coli infection, Salmonella, or Hepatitis A; or, A household member attending or working in a setting with an outbreak of Norovirus, typhoid fever, Shigella spp. Infection, E.coli infection, or Hepatitis A.

Exclusion and Restriction from Work. If you have any of the symptoms or illnesses listed above, you may be excluded* or restricted** from work. *If you are excluded from work you are not allowed to come to work. **If you are restricted from work you are allowed to come to work, but your duties may be limited.

Returning to Work. If you are excluded from work for having diarrhea and/or vomiting, you will not be able to return to work until more than 24 hours have passed since your last symptoms of diarrhea and or vomiting. If you are excluded from work for exhibiting symptoms of a sore throat with fever or for having jaundice (yellowing of the skin and/or eyes), Norovirus, Salmonella Typhii (typhoid fever), Shigella spp. Infection, E. coli infection, nontyphoidal Salmonella, and/or Hepatitis A, you will not be able to return to work until proper authorities are notified.

Agreement. I understand that I must 1)Report when I have or have been exposed to any of the symptoms or illnesses listed above; 2) Comply with work restrictions and/or exclusions given to me; and 3) Follow good hygienic practices. **I understand that failure to comply with the terms of this agreement could lead to action by my employer or the food regulatory authority that may jeopardize my employment and may involve legal action against me.**

**[Agreement to Arbitrate and Acknowledgment of Employee Manual and At-Will Employment
verification on next page]**

AGREEMENT TO ARBITRATE

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT JONES PETROLEUM COMPANY, INC. AND KNIGHT PETROLEUM COMPANY (COLLECTIVELY "COMPANY") AND I AGREE TO THE FINAL AND BINDING RESOLUTION BY ARBITRATION OF ANY CLAIM (INCLUDING, BUT NOT LIMITED TO, A CLAIM FOR WAGES OR OTHER COMPENSATION, CIVIL RIGHTS OR WHISTLEBLOWER VIOLATIONS [INCLUDING DISCRIMINATION, HARASSMENT AND RETALIATION], BREACH OF CONTRACT, STATE TORT CLAIMS, CLAIMS FOR ATTORNEY'S FEES, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT AND ANY OTHER CLAIM FOR VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAW), WHETHER OR NOT ARISING OUT OF MY EMPLOYMENT OR THE END OF MY EMPLOYMENT, THAT I MAY HAVE AGAINST THE COMPANY OR ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER RELATED ENTITIES, AND THEIR PREDECESSORS OR SUCCESSORS, OR ITS OR THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, ADMINISTRATORS, EMPLOYEES, OR AGENTS, IN THEIR CAPACITY AS SUCH OR OTHERWISE; AND ANY SUCH CLAIM THAT THE COMPANY MAY HAVE AGAINST ME. ANY SUCH ARBITRATION SHALL BE HELD IN BUTTS COUNTY, GEORGIA, UNLESS OTHERWISE AGREED TO BY THE PARTIES. ANY ARBITRATION PURSUANT TO THIS AGREEMENT SHALL BE CONDUCTED IN ACCORDANCE WITH THE THEN-CURRENT EMPLOYMENT RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER ALTERNATIVE DISPUTE RESOLUTION PROVIDER SELECTED BY THE COMPANY. THE COMPANY IS RESPONSIBLE FOR PAYING ANY FILING FEE AND THE FEES AND COSTS OF THE ARBITRATION AND ARBITRATOR; PROVIDED, HOWEVER, THAT, IF I INITIATE THE CLAIM, I WILL CONTRIBUTE AN AMOUNT EQUAL TO THE THEN CURRENT FILING FEE IN THE STATE COURT IN THE COUNTY IN WHICH I AM/WAS EMPLOYED. THE COMPANY AND I AGREE THAT ANY CLAIMS BROUGHT BY ME OR THE COMPANY SHALL ONLY BE IN AN INDIVIDUAL CAPACITY AND NEITHER I NOR THE COMPANY CAN BRING CLAIMS AS A CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING, INCLUDING ACTIONS BROUGHT PURSUANT TO FED. R. CIV. P. 23, 29 U.S.C. 216 OR ANY ANALOGOUS STATE CLASS ACTION PROCEDURE. AN ARBITRATOR WILL BE SELECTED IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION OR OTHER ALTERNATIVE DISPUTE RESOLUTION PROVIDER SELECTED BY THE COMPANY. THE ARBITRATOR SHALL AFFORD THE PARTIES ADEQUATE DISCOVERY, INCLUDING DEPOSITION DISCOVERY, TAKING INTO ACCOUNT THE SHARED DESIRE FOR A SPEEDY, COST-EFFECTIVE DISPUTE-RESOLUTION MECHANISM. EXCEPT AS PROVIDED IN THIS AGREEMENT, THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1, ET SEQ., (FAA) SHALL GOVERN THIS AGREEMENT. TO THE EXTENT THE FAA DOES NOT APPLY, GEORGIA LAW GOVERNS THIS AGREEMENT. THIS AGREEMENT DOES NOT PRECLUDE ME FROM FILING AN ADMINISTRATIVE CHARGE/COMPLAINT WITH, OR COMMUNICATING WITH THE EEOC, THE NLRB OR ANY OTHER FEDERAL, STATE, OR LOCAL AGENCY OR OFFICIAL. THIS AGREEMENT SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS AGREEMENT REGARDING ARBITRATION OF CLAIMS, IS A BINDING CONTRACTUAL AGREEMENT BETWEEN ME AND THE COMPANY, SHALL SURVIVE THE TERMINATION OF MY EMPLOYMENT, AND MAY ONLY BE REVOKED OR MODIFIED IN A WRITTEN DOCUMENT WHICH EXPRESSLY REFERS TO THE "AGREEMENT TO ARBITRATE" AND IS SIGNED BY BOTH ME AND AN AUTHORIZED REPRESENTATIVE OF THE COMPANY. IF ANY TERM OR PROVISION OF THIS AGREEMENT SHALL BE DETERMINED BY TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL NOT BE AFFECTED THEREBY AND EACH DETERMINED PROVISION OF THIS AGREEMENT SHALL BE VALID AND ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW.

AGREEMENT TO ARBITRATE Agreed to by:

Employee Name: _____

Date: _____

Employee Signature: _____

CONVENIENCE STORES, INC.;

By: _____

Date: _____

Its: _____

(Print): _____

CONVENIENCE STORES, INC.

ACKNOWLEDGMENT OF EMPLOYEE MANUAL AND AT-WILL EMPLOYMENT

By my signature below, I acknowledge receipt of the Employee Handbook of Convenience Stores, Inc. (collectively "Company"). NEITHER THIS MANUAL NOR ANY PROVISION OF THIS MANUAL MAY BE CONSTRUED AS AN EMPLOYMENT CONTRACT OR ANY OTHER TYPE OF CONTRACT OR AS A GUARANTEE OF CONTINUITY OF BENEFITS OR RIGHTS. I understand that, due to the nature of the Company's operations and variations necessary to accommodate Employee situations, the policies set out in this Handbook may not apply to every employee or to me in every situation. I agree that the Company may modify these or other policies relating to employment matters from time to time as it considers necessary in its sole discretion either in Employee, facility-wide, or Company-wide situations without notice to me. I agree that these policies and procedures are to be interpreted and applied by the Company at its sole discretion, whose decisions in this regard will be final. I agree that, in the absence of an express written contract, my employment at the Company is for an indefinite term and terminable at the will of either myself or the Company for any lawful reason, at any time. My status as an "at-will" employee can be altered only by a written contract specific as to all material terms and signed by the President of the Company and me.

Acknowledgment of Employee Manual and At-Will Employment by:

Employee Name: _____

Date: _____

Employee Signature: _____