

SHARPNACK AUTO GROUP

Employee Handbook

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WELCOME TO THE SHARPNACK AUTO GROUP

On behalf of all the Sharpnack Auto Group employees, we welcome you as a part of our rapidly growing organization. We believe that your work with us will be interesting and rewarding for both of us. The Sharpnack Auto Group teamwork approach makes these Dealerships great places to work. We are genuinely interested in your welfare and success. We hope that you, as a member of the team, will hold similar interests in the Dealerships.

Our Dealerships are highly regarded throughout the industry because of the quality of the products and services we provide. Under no circumstances will the Sharpnack Auto Group ever sacrifice the reputation we have built. We want you to have, as we have, the same pride in our Dealerships, products, and the quality of our work.

It takes a team of dedicated people to provide quality products and services at competitive prices. You have chosen to be a part of our team because you believe you are that kind of person. You and all of our employees are the cornerstone of our business and as a Dealership, we recognize that fact. With that in mind, we personally wish you every success as you begin your career here with the Sharpnack Auto Group.

Thomas C. Sharpnack

AN OPENING COMMENT

This handbook is designed to acquaint you with the Sharpnack Auto Group and provide you with the information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Sharpnack Auto Group to benefit its employees.

This employee handbook is not a contract of employment and none of the provisions are to be construed as a contract or a guarantee concerning terms and conditions of employment. The Sharpnack Auto Group retains sole and absolute discretion with respect to decisions affecting employment and terminations. Generally, the Dealerships intend to exercise that discretion in a manner consistent with their management philosophy of mutual respect, understanding, and cooperation.

No employee handbook can anticipate every circumstance or question about Dealership policies. As the Sharpnack Auto Group continues to grow, the need may arise and the Dealerships reserve the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as they deem appropriate, in their discretion. Employees will be notified of such changes to the handbook as they occur. Handbook provisions can only be changed through written notification from an officer of the Dealerships.

INTRODUCTION

HISTORY OF SHARPNACK AUTO GROUP

When Joseph R. Sharpnack, Sr. opened the doors for the first time back in 1949, he never knew that his dream of the car business would come true. Not only did he grow the dealership into a success, his sons grew it into what it is today...a family. We understand, however, that this growth was and is achieved everyday by the most important resource we have...**our employees.**

We also believe that any future growth and success will be attributed to our employees working together to achieve our Dealerships' goals. With this in mind, we must keep our employees fully informed about our policies, procedures, practices, benefits, what employees can expect from the dealerships, and the obligations assumed as an employee of the Sharpnack Auto Group. This practice is designed to provide fair treatment of employees and create a better working environment.

We pledge to our employees that as long as the affairs of these dealerships are in our hands, the following principles will govern our actions with employees. Our long-range objective is the continuous development of a growing and prospering business through which both the employees and the dealerships will benefit. Every employee is considered a member of our dealerships' team. Our success is built on the recognition of the skills and efforts made by each employee as well as the attitude and effort toward our customers. No matter what position an employee holds within our dealerships, it is important and vital that we maintain a reputation for quality, integrity, and service.

SHARPNACK AUTO GROUP MISSION

The Sharpnack Auto Group team will work together to earn and maintain customers by providing uncompromised satisfaction throughout the buying, driving and ownership experience.

OUR EMPLOYMENT RELATIONSHIP

Employment with the Sharpnack Auto Group is not offered, contracted or promised for any specific length of time. Each employee is free to resign at will, at any time and for any reason. Similarly, the Dealership may terminate the employment relationship at will, at any time and for any reason.

The Sharpnack Auto Group will try to make the employment relationship satisfactory to all employees. The employees are the backbone of our dealerships and we respect the choices made.

OUR CUSTOMER RELATIONS PHILOSOPHY

We have developed a reputation for being ethical, honest dealerships, and our customers respect our employees for the professional manner in which they conduct themselves. Each of the positions in the dealerships provides a service and we all have customers who depend upon us. We share a commitment to serving the needs of our customers and we do it with enthusiasm. We recognize that our customers are not interruptions to our work, rather they are the purpose for it. We are not doing them a favor by serving them, they are doing us a favor by serving them, they are doing us a favor by giving us an opportunity to serve them.

- We should never try to win a discussion by arguing with a customer; we should try to figure a quick and simplified way to solve the problem.
- We should understand that our customers need prompt answers to their written and verbal inquiries. When speaking to a customer, we should convey concern for their problem and we want to provide a quick and simple answer. If we have problems with solving their concern or answering their inquiry, we find someone who can help.
- Most of all, we realize that our customers can detect our mood by the manner in which we communicate. We always try to respond in a friendly, courteous manner.
- Our employees work well together and this is reflected in the performance of their jobs and their attitude towards their fellow employees, their customers and the management.
- At the Sharpnack Auto Group, people make the difference.

EMPLOYMENT POLICIES

COMPLIANCE WITH EMPLOYMENT LAWS

It is the policy of the Sharpnack Auto Group to abide by all federal, state and local laws, rules and regulations applicable to us and to have all employees do the same.

Any violation or perceived violation of law should be reported to a Dealership officer, who will make every effort to investigate and address the problem promptly.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

It is the policy of the Sharpnack Auto Group to provide an equal employment opportunity to all qualified employees and qualified applicants for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, genetic information or disability, or any other basis prohibited by law. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, training, compensation, transfer, promotion, leave of absence, termination, layoff and recall.

Any violation of these equal opportunity policies by any manager, supervisor or other employee must be reported immediately to the Office Manager or Thomas Sharpnack.

ADA POLICY

The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the Dealership to comply with all Federal and State laws concerning the employment of persons with disabilities.

It is Dealership policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The Dealership will reasonably accommodate qualified individuals with a temporary or long-term disability so that they can perform the essential functions of a job.

An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

The Office Manager is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

DEFINITIONS

As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.

- “Disability” refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such impairment, has a record of such impairment, or is regarded as having such impairment is a “disabled individual.”
- “Direct threat to safety” means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
- A “qualified individual with a disability” means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
- “Reasonable accommodation” means making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, and similar activities.
- “Undue hardship” means an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) the nature and cost of the accommodation; (2) the overall financial resources of the facility at which the reasonable accommodation is to be made; (3) the number of persons employed at that facility; (4) the effect on expenses and resources or other impact upon that facility; (5) the overall financial resources of the Company; (6) the overall number of employees and facilities; (7) the operations of the particular facility as well as the entire Company; and (8) the relationship of the particular facility to the Company. These are not all of the factors but merely examples.
- “Essential job functions” refers to those activities of a job that are the core to performing said job for which the job exists that cannot be modified.

SEXUAL HARASSMENT AND OTHER DISCRIMINATORY HARASSMENT

STATEMENT OF POLICY

A. Definition

1. It is the policy of The Sharpnack Auto Group that all employees should be able to enjoy a work environment and a job site free from all forms of discrimination, including sexual harassment.
2. Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee - either male or female - should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical.
3. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which therefore interferes with work effectiveness.

B. Policy

Discriminatory harassment is any type of harassing conduct that is based upon an employee's race, color, sex, sexual orientation, gender identity, national origin, age, religion, genetic information, disability, or other protected activity.

1. Discriminatory harassment, whether committed by supervisory or non-supervisory personnel, is specifically prohibited. Sexual harassment, which is a form a sexual discrimination, includes, but is not limited to:
 - a. Repeated, unwanted, and/or offensive sexual flirtations, advances, or propositions.
 - b. Continued or repeated verbal abuse of a sexual nature.
 - c. Graphic or degrading verbal comments about an individual or the individual's appearance.
 - d. The display of sexually suggestive objects or pictures.
 - e. Any offensive or abusive physical contact.
2. No employee of The Sharpnack Auto Group shall imply or threaten that an applicant's or employee's "cooperation" of a sexual nature (or refusal thereof) will have any effect on the individual's employment, assignment, compensation, advancement, career development, or any other condition of employment.

3. It is the policy of The Sharpnack Auto Group to discipline, up to and including discharge, any employee found to have engaged in sexual or any other form of discriminatory harassment.

C. Responsibility

1. It is the responsibility of all employees to aid the employer in maintaining a work environment free from discrimination, including sexual harassment. Therefore, it is the responsibility of each employee, including supervisors and managers, to immediately report any instances of discriminatory harassment to the proper authority. Any employee, who observes any conduct that may constitute discriminatory harassment of a co-worker, but fails to report it, may be subject to disciplinary action.
2. It is further the responsibility of each supervisor to ensure that all employees who report to the supervisor are aware of the policy against discriminatory harassment, that they are aware of the complaint and reporting procedures, and that they are aware of the consequences of engaging in discriminatory harassment.
3. It is the responsibility of management to maintain an environment free from discriminatory harassment. Management shall ensure that its supervisors are sufficiently trained in recognizing discriminatory harassment, the complaint and reporting procedures, the proper methods of investigating complaints of discriminatory harassment, and the disciplinary procedure regarding discriminatory harassment.
4. Management shall also ensure that all employees are aware of this policy and will ensure that all employees receive sufficient training to maintain an environment free from discriminatory harassment. Additionally, each newly-hired employee will receive training on this policy as a part of his employee orientation.

D. Complaint Procedure

1. Employees who believe they have been the subject of sexual harassment should report the alleged act immediately. All information disclosed shall be held in strictest confidence to the extent allowed by law, and otherwise will only be revealed on a need-to-know basis in order to investigate and resolve the matter.

Step 1: Employees who believe they have been the subject of discriminatory harassment should report the alleged act immediately to their Department Manager. If the

Department Manager is the subject of the complaint, the employee should report it to the Office Manager.

Step 2: The individual alleging discriminatory harassment will be asked to complete a written statement outlining the nature of the complaint. The complaint will be investigated even if the individual alleging discriminatory harassment refuses to fill out a written statement.

Step 3: Investigation of a complaint will normally include conferring with the parties involved and any named or apparent witnesses. All employees shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation.

Step 4: If the investigation reveals that the complaint is valid, prompt attention and/or disciplinary action designed to stop the harassment immediately and to prevent its recurrence will be taken.

2. Determining whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect, requires an investigation of all facts in the matter. Given the nature of this type of discrimination, it is also recognized that false accusations of sexual or any other form of discriminatory harassment can have serious effects upon innocent individuals. All employees of The Sharpnack Auto Group shall act responsibly to establish and maintain a pleasant working environment, free of discrimination, for all.

Since there may be some confusion over what actually constitutes sexual or other discriminatory harassment, any conduct of this type that offends you or makes you feel uncomfortable should be reported. Keep in mind that the dealerships cannot address problems they do not know about. So, if you think you are a victim of harassment, or are being retaliated against in violation of this policy, you must notify Thomas C. Sharpnack or another appropriate person in management that you feel comfortable reporting to.

CONFIDENTIALITY

If you bring a complaint of discrimination or harassment to the Dealership, it will be treated as confidential to the extent that it is possible. In investigating a complaint, it may be necessary to identify factors or circumstances that will identify you as the complainant or it may even be necessary to identify you as the complainant.

Consequently, while we will strive to maintain confidentiality as much as possible, we cannot assure complete confidentiality.

RETALIATION

The Dealership has a strict policy concerning retaliation against an employee complaining of a violation of its policy against discrimination or harassment, or against an employee who provides information in an investigation of such a complaint. Retaliation against anyone who files a complaint with the Dealership, or who is a witness in an investigation concerning such a complaint, will be dealt with by appropriate discipline up to, and including, discharge.

If a complaint of harassment is brought to us, it will be investigated. After an investigation, a determination will be made. You will be advised of the determination and the nature, if any, of disciplinary action to be taken. During the course of our investigation, it may be necessary to identify you or to describe circumstances that may lead to your identification. Appropriate action will be taken against any person who violates this policy, including filing of false charges or allegations. Retaliation against a complaining employee will not be tolerated. **VIOLATIONS OF THIS POLICY WILL SUBJECT AN EMPLOYEE TO SEVERE DISCIPLINARY ACTION AND MAY LEAD TO SERIOUS LEGAL CONSEQUENCES.**

DEFINITIONS OF EMPLOYMENT STATUS

The following terms are used to describe the classification of employees and their employment status:

Exempt: Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and applicable state law, and who, therefore, are exempt from overtime pay requirements.

Non-Exempt: Employees whose positions do not meet FLSA and state exemption tests and who are covered under provisions for overtime pay.

Full-Time: Employees who are regularly scheduled to work forty (40) hours or more per week.

Part-Time: Employees who are regularly scheduled to work fewer than forty (40) hours per week.

Temporary: Employees who are hired for a pre-established period, usually during peak workloads or for vacation relief.

INTRODUCTORY PERIOD FOR NEW EMPLOYEES

The first ninety (90) calendar days of an employee's employment is considered an introductory period. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The dealerships use this period to evaluate employee capabilities, work habits and overall performance. An employee's employment status remains at-will both during and after this introductory period.

PERFORMANCE REVIEWS

Your work performance will be continually reviewed by your supervisor throughout your career with the Dealership. Pay increases are given at the discretion of the Dealership and will depend on such factors as an individual's performance, contributions to the Dealership as well as overall profitability of the Dealership.

LENGTH OF SERVICE

For the purpose of establishing an employee's service record within the Dealership, an employee's length of service will accumulate from the date he or she was last hired and began work.

Our employment relationship may be broken by any of the following:

- Involuntary termination;
- Reduction-in-force (job elimination due to lack of work or reorganization);
- Voluntarily leaving the service of the Dealership;
Overstaying a leave of absence without the consent of the Dealership and/or failure to return to work upon release by a health care provider;
- Absence from work without notifying and receiving approval from the Dealership; and
- Continued absence from the Dealership beyond a six-month maximum time period.¹

¹ This six-month continuous period commences upon the exhaustion of any FMLA time to which the employee is entitled. The Dealership will comply with any legal obligation to extend this period such as might be required by the Americans with Disabilities Act.

STANDARDS OF EMPLOYEE CONDUCT

STANDARDS OF EMPLOYEE CONDUCT AND CORRECTIVE ACTION

The Dealership has established standards pertaining to employee conduct, performance, and responsibilities with the expectation that all employees will conduct themselves accordingly.

The purpose of these standards is not to restrict the rights of anyone, but rather to help people work together harmoniously according to the standards the Dealership has established for efficient and courteous service to our employees and customers.

The standards outlined in this policy apply to employees whenever the employee is representing the Dealership.

It is impossible to list all violations of Dealership policy or improper conduct; however, the following list sets forth examples of violations which will result in disciplinary action up to and including termination of employment. In each case, the appropriate disciplinary actions will be determined by any one or more of the following: seriousness of the offense; employee's overall employment record; and/or previous disciplinary actions.

- Not being ready to begin work at the start of the workday; not being ready to resume work immediately following the end of any lunch or break periods; leaving before the end of the workday without supervisory permission.
- Excessive absenteeism or tardiness.
- Unauthorized use of Dealership owned vehicles.
- Absence from work without notifying the dealership or absence without an excuse acceptable to the dealership, including unauthorized failure to return to work upon the expiration of an approved leave of absence.
- Inefficiency or poor work performance.
- Providing false information on any employment application, personnel record or document, including absence, sickness or production-related records.
- Dishonesty, cheating, theft or misappropriation of property or money of the dealership, customer, or of any associate.
- Negligent or willful acts that result, or could result, in damage to dealership property or equipment.

- Insubordination (refusal to follow any order given by an associate's supervisor or management, or the refusal or failure to perform work assigned).
- Fighting or any other disorderly conduct; threatening, intimidating or interfering with other associates; distracting other associates by unnecessary shouting or demonstrations; using obscene or abusive language to other associates, supervisors, management or customers.
- Immoral or indecent conduct reflecting adversely on The Sharpnack Auto Group.
- Possessing weapons, ammunition, explosives or firearms while on dealership property.
- Knowingly altering the time sheet or timecard of another associate; having one's time sheet or timecard documented by another associate; any unauthorized altering of a time sheet or timecard.
- Altering dealership records or documents without dealership authorization.
- Making or assisting another person in making a video or audio recording of any conversation between associates, supervisors or officers of the dealership, without first obtaining the express written consent of all parties to the conversation.
- Not permitting the dealership to an inspection of an associate's work area, garments, handbag, shopping bag, automobile, etc., on dealership premises.
- Failing or refusing to cooperate fully the dealership's investigation of suspected business improprieties, poor quality of work, and misconduct.
- Providing false or misleading information in response to an investigation being conducted by the dealership.
- Failing to accurately complete or to sign any dealership notice, form, record or other document.
- Using the dealership's equipment for personal use or working on your personal vehicle during the hours of 8am – 5pm.
- Using equipment or performing work on vehicles that is outside of your normal course of work or that may jeopardize the health and/or wellbeing of personnel.
- Smoking in areas designated as "no smoking" areas.
- Misuse of voicemail, e-mail, Internet access or computer files.

HOURS OF WORK

The regular workweek for hourly employees generally consists of forty (40) hours, Monday through Friday. Changes in the shift hours or schedules will be posted in advance when possible.

Your regular hours are determined by your supervisor. At times, your hours may be changed to fit the needs of our customers.

The nature of our business dictates that both the workday and work week be lengthened from time to time. Employees will be notified as far in advance as possible where a shift or workweek is being lengthened for any extended period of time.

LUNCH PERIODS

Employees are given a one (1) hour unpaid lunch as scheduled by their supervisor. No employee is permitted to work through his or her lunch period without prior specific authorization from his or her supervisor. Lunchtime is generally scheduled from 12:00pm to 1:00pm, but will be staggered in order to provide coverage.

If an employee's meal period is interrupted due to job requirements, he or she should inform the supervisor who will arrange a subsequent uninterrupted meal break. Employees may not work through their meal period without the prior approval of their supervisor. Failure to obtain prior approval of a supervisor before working through or failing to take a meal period may result in disciplinary action.

TIMEKEEPING

Recent changes in Federal and State Law require that the Dealership must keep accurate records of employees' actual hours worked. Employees must have their finger print synced to time clocks as soon as possible after their initial start date. If needed Time cards or times sheets will be utilized to record the hours you work. Employees using time cards must punch their card in at the start of each shift - out for lunch - back in after lunch and then out at shift's end.

Employees may not remove time cards from their assigned racks except when recording their own in and out time. All employees should check their time cards to make sure the time is properly recorded on it. Employees may not falsify their or any other employee's time card, or tamper with the time clock, or assist or participate with another employee in any of the foregoing actions. You must punch your own time card. Punching a time card other than your own may be cause for immediate termination.

Employees may not punch in earlier than 5 minutes before the scheduled starting time of their shift. Employees not working overtime must punch out not later than 5 minutes after the end of their scheduled shift and these 5-minute intervals will not be considered time worked.

ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are important factors for your success within our dealership. We work as a team, and this requires that each person be in the right place at the right time.

The definition of excessive absenteeism depends on the particular circumstances of each case. For example, a person who has not been absent from work for six months may suddenly become ill and miss five consecutive days. While the dealership requires a doctor's excuse for such an absence, it would not be considered excessive.

However, another employee may call in sick every Monday morning for five consecutive weeks, or may continuously miss work the day before and/or the day after a holiday. The dealership may, after investigation, decide that these are cases of **excessive absenteeism**.

The same is true for tardiness. Occasionally, an employee may be late to work due to a flat tire, sick child, etc., but the more often it occurs with the same employee, the less likely it is that the dealership will overlook it.

Attendance on the job each and every day is absolutely essential. We recognize that our employees get sick from time to time, however, habitual absenteeism and or/tardiness will result in termination of employment.

The four (4) rules governing absenteeism, which is set out below, while generally stated, will be stringently enforced:

1. All employees are expected to work regularly. Unusual absenteeism and/or tardiness will not be tolerated.
2. All employees are required to call the dealership as far in advance of their scheduled starting time as possible if they are unable to report for work at their regularly scheduled time. Talk with your supervisor, or, if unavailable, speak to a dealership manager.
3. Employees absent for three (3) consecutive days for personal illness must bring a doctor's statement indicating the nature of the illness and when the employee may return to work without restriction. In addition, any employee who is habitually absent due to illness may be required to furnish medical proof of such illness even when off only one (1) day.
4. An employee whose absenteeism and or/tardiness for any reason becomes unacceptable will be so notified and warned. Thereafter, progressive disciplinary action may be taken which could result in discharge from the dealership.

If you are going to be late for work or absent, you must notify your supervisor as soon as possible, but no later than the start of your shift. If your supervisor is unavailable, you must speak to another member of management. Employees absent for personal illness may be required to bring a doctor's statement indicating the nature of the illness and when the employee may return to work without restriction. Any employee whose absenteeism and/or tardiness for any reason become unacceptable will be so notified and warned. Thereafter, disciplinary action may be taken which could result in termination from the dealership. The dealership keeps accurate attendance and tardiness records, which are reviewed regularly to determine the frequency of absence and tardiness.

Personal issues requiring time away from your work, such as doctor's appointments or other matters should be scheduled during your non-work hours if possible.

- If you are absent for three days without notifying the dealership, it is assumed that you have voluntarily abandoned your position with the dealership, and you will be removed from the payroll.

The Dealership keeps accurate attendance and tardiness records that are reviewed regularly to determine the frequency of absence and tardiness.

NO SOLICITATION RULE

Solicitations of any kind while you are on working time are not permitted.

Additionally, distribution or acceptance of literature is prohibited while an employee is on working time, and is also prohibited in any working area whether an employee is on working or non-working time. This rule includes distribution or acceptance of literature for all purposes including lotteries, raffles, charitable or political organizations, labor organizations, fraternal organizations and the like. Solicitation or distribution of literature by any person who is not an employee of the Dealership is also prohibited.

PERSONAL PROPERTY

Desks, lockers and filing cabinets are provided for the convenience of the employee and the Dealership retains full use and control of the premises and its furnishings at all times. The Dealership may search any Dealership property under the control of the employee, as well as the employee's personal effects of vehicle that is on Dealership property. The Dealership is not responsible for the loss of employee property.

GARNISHMENTS AND ATTACHMENTS

The failure to pay debts can result in court action against the Dealership, forcing the Dealership to withhold a portion of the employee's wages in payment of the debt. This involves the Dealership in unjustified expense and annoyance. You should be aware that the law permits a company to discharge an employee who incurs more than one

garnishment in any twelve (12) month period, where the garnishments involve different debts, and where the garnishments are not for the purpose of enforcing child support obligations.

CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT

The Sharpnack Auto Group respects your right to engage in personal activities and business outside your employment with us, provided such activities do not conflict with the interests of the Dealership.

The Dealership may require that you be entirely free at all times from engaging in activities that might injure the reputation of the Dealership or create a conflict of interest. Further, you cannot maintain, directly or indirectly, any outside business or financial interest, or engage in any activity that may conflict with your job performance. If you have any doubts, be sure to consult with your supervisor to avoid misunderstandings in this area. Please keep your supervisor informed of any secondary employment.

DEALERSHIP DRUG & ALCOHOL POLICY

The dealership is committed to providing its employees with a safe work environment and promoting the highest standards of employee health and productivity. Consistent with these commitments, the Dealership has established a complete Drug and Alcohol Abuse Policy. Our goal is to establish and maintain a work environment that is free from the effects of alcohol and drug use and abuse. **Sharpnack Auto Group requires that every newly hired employee be free of alcohol or drug abuse. Each offer of employment shall be conditioned upon the passing of a blood and/or urine test for alcohol or drugs.**

To promote this goal, employees are required to report to work in the appropriate mental and physical condition to perform their jobs in a satisfactory matter. As a condition of employment, all Dealership employees are covered under our drug testing policy.

- (1) Employees are prohibited from the illegal use, sale, dispensing, distribution, possession, or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Dealership premises, work sites or company vehicles. In addition, the Dealership prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the Dealership's reputation in the community.
- (2) The Dealership policy for testing employees for substance abuse occurs under the following circumstances.

- (a) Reasonable Suspicion Testing: Any employee may undergo alcohol and/or other drug testing based on a reasonable cause determination by Management.
- (b) Any employee involved in a significant incident in which the health or safety of himself, herself, or other individuals is involved, or in which extensive property damage has occurred and there is a reasonable possibility that drug or alcohol use could have or was likely to have contributed to the reported injury or incident.
- (c) Random testing. Dealership employees may be subject to random drug tests throughout the course of their employment.

Any employee who is injured in the course and scope of their employment and tests positive for drugs or alcohol beyond proscribed limits set by law, may forfeit any workers' compensation benefits they may have otherwise been entitled to.

An employee who refuses to undergo substance abuse testing under the forgoing circumstances will be subject to corrective action up to and including termination of employment.

- (3) Any employee whose drug screen results are positive for the presence of any illegal controlled substance or its metabolites shall be conclusively presumed to have been under the influence of such substances at the time the sample was taken. The term "positive" means that a measurable amount of a prohibited substance was detected by that sample.
- (4) If an employee tests positive, he or she has the right to request a confirmatory retest of the original sample, at his or her own expense, within three (3) working days of receipt of the test results from the Dealership. In addition, an employee who has tested positive has the right to indicate to Management any over-the-counter or prescription medication which he or she is currently taking, or to provide any other information which might be relevant to the reliability of, or explanation for, a positive test result.
- (5) A positive initial test, and a positive confirmatory retest (should the employee exercise this option) will result in corrective action up to and including termination of employment.
- (6) The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a manner that does not endanger other individuals in the workplace or general public.

The Sharpnack Auto Group reserves the right to discharge employees for violating this policy, including the standards of conduct as set forth above. However, in instances of a first offense for violating the Dealership's policies and standards of conduct, including circumstances in which an employee tests positive for substance abuse under the drug testing program, the employee may, at the discretion of the dealership, be referred to a counseling treatment program. If the employee is compliant with treatment as outlined by the substance abuse professional, the Dealership reserves the right to allow the employee to continue working under a Last Chance Agreement.

An employee seeking treatment must sign an acknowledgment concerning the terms and conditions of the treatment and terms and conditions under which he/she will return to work, including an agreement to be subject to periodic, unannounced testing for a period of 24 months upon returning to work. Employees must pay all expenses associated with evaluations, counseling and treatment, not covered by the employee's insurance plan through the dealership.

Employees who undergo counseling and treatment for substance abuse and who continue to work upon return subsequent to the treatment, must meet all established standards of conduct and job performance.

The Sharpnack Auto Group may terminate any employee who tests positive for alcohol or drugs while undergoing required counseling or treatment for alcohol or drug abuse or tests positive on a periodic unannounced test for alcohol or drugs during the 24-month period following completion of the rehabilitation program.

Compliance with the dealership's substance policy is a condition of employment. Failure or refusal of an employee to cooperate fully, sign a required document, submit to any inspection or test, or follow any prescribed course of substance abuse treatment will be grounds for termination. This policy may be amended, modified, or revised at any time and at the sole discretion of the dealership.

COMPLETION AND SIGNING OF FORMS

The Dealership uses various forms and documents in determining and describing employee wages and benefits, such as timecards, insurance applications, and claim forms. Other forms and documents help us to describe employees' conduct and performance, such as performance reviews and written notices. Still others are required by federal, state or local governments, such as tax withholding forms and retirement account reports.

Whenever you are presented a form or document and asked by the Dealership to complete or sign it, read it carefully, complete it accurately and sign it. Dealership policy prohibits employees from failing or refusing to complete or sign any of these important records and documents.

NON-DISCLOSURE OF COMPANY INFORMATION

In general, whether or not certain information is considered Confidential Information of the Dealership depends upon a number of factors and legal considerations, including, but not limited to, the value of such information to the Dealership and whether or the Dealership would be concerned about its competitors acquiring the information through improper means and the steps that the Dealership and its' employees take to protect such information from being disclosed. Generally, it is necessary to take reasonable steps to protect Confidential Information. If disclosure of Confidential Information to a third party has been authorized at the appropriate level at the Dealership, non-disclosure agreements must be signed before disclosure is made.

The Dealership's list of Confidential Information includes, but is not limited to, the following types of information, whether it is stored as a hard copy, on software or in any other medium or format. Confidential Information includes information of the Dealership, its employees, its insureds, agents, claimants or potential insureds or applicants, or information of other companies or entities that is provided to the Dealership during merger or acquisition activity or as part of a joint venture or an affinity relationship.

FINANCIAL INFORMATION

- Profit margins
- Financing plans and/or financial forecasts
- Overhead costs
- Banking arrangements
- Reserving information and strategies

ORGANIZATIONAL INFORMATION

- Plans for mergers and/or acquisitions or divestitures
- Plans for business expansion or downsizing
- Key employee acquisitions
- Methods of operation

SALES AND MARKETING INFORMATION

- Product manuals and/or reference guides

CUSTOMER PROSPECT INFORMATION AND CUSTOMER LISTS

- Contract and contract negotiations
- Marketing and advertising budgets and plans
- Strategic business plan

TECHNICAL INFORMATION

Automation strategies

Software created by or for Dealership or in the process of being developed

Vendor software licensed to Dealership

Identification of technology licenses and terms and conditions of such licenses

EMPLOYEE INFORMATION

Personnel files

Wages and wage planning information, compensation, benefits and earnings information

Performance appraisals, employee development information, employee evaluations and tests

Investigative files and background information

Succession planning information

CONFIDENTIAL HEALTH INFORMATION RELATING TO THE DEALERSHIP'S EMPLOYEES

LEGAL ADVICE

Any unauthorized release of the above information may result in violations of Ohio Trade's Secret Act; Graham Leach Bliley Act; Fair Credit Reporting Act and other applicable laws and may result in a temporary restraining order being issued against the party violating the agreement as well as civil and possibly criminal penalties.

USE OF DEALERSHIP COMPUTERS

Computers, computer files, and software furnished to employees are Dealership property intended for business use only. Employees should not use a password, access a file, access the Internet, or retrieve any stored data without prior express authorization.

The computer systems of The Sharpnack Auto Group, including all e-mail messages created, sent, or received on the systems, are dealerships' properties. Use of the computer systems is confined to business purposes, and the Companies reserve the right to limit or restrict an employee's usage of the computer systems. Personal use is prohibited.

Employees are prohibited from using any password that is not known to the companies, and must safeguard their passwords and other security information that are for dealership use. Deliberately obtaining access to information or e-mail messages intended for others is prohibited.

For security purposes, employees must use the Dealership E-Mail address provided to them which includes but is not limited to contacting customers, employees, and vendors. Under no circumstance should an employee use their personal E-Mail address for work related matters. If you are having an issue with accessing the E-Mail address provided to you, please let your manager know right away.

Our computers contain a wide range of confidential information concerning our business including customer lists. This information is considered a valuable Dealership asset. In addition, our computers contain confidential non-public information concerning our customers. Because we are required by federal law to carefully safeguard our customers' information, employees are not permitted to bring personal computers onto our premises or to load any customer information onto a PDA, flash drive, "memory stick" or other electronic device. Employees are required to confine all emails to their individually assigned Dealership email address and no others.

Anyone who removes Dealership or customer information from our premises or uses the information to benefit any person or entity other than our Dealership is guilty of theft. We reserve the right to access all information stored on Dealership computers, even in files where personal passwords have been assigned. We also reserve the right to access

data on any computer or portable drive an employee uses while at work. Employees should not put personal data or other information on these computers.

There is no expectation of privacy in the e-mails employees receive or send or the Web sites they visit. The Sharpnack Auto Group reserves the right to monitor e-mail and computer use by their employees. Even e-mails that have been deleted can be reviewed by the companies, and software may be used to record the Web sites that employees access using the dealerships' computer equipment.

Violations of the computer use policy may be grounds for discipline, up to and including termination.

Employees are not permitted to bring in any outside or personal software for use on the Dealership's PCs. Any personal software found on machines or software for which the Dealership does not hold a legitimate license will be erased during routine PC checks done by Dealership administrative personnel.

The Dealership purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Dealership does not have the right to reproduce such software for use on more than one computer. Therefore, employees may only use software on local area networks or on multiple machines according to the software license agreement. The Dealership prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, or any member of management upon learning of violations of this policy. Employees who violate this policy may be subject to disciplinary action, including termination of employment.

DEALERSHIP INFORMATION SYSTEMS

The Dealership recognizes the importance of E-Mail, Voice Mail and Internet access in today's fast-paced work environment. Accordingly, E-Mail, Voice Mail and Internet access is available to certain employees.

E-Mail, Voice Mail and Internet communication is to be based on mutual respect of others in the workplace. These systems are not to be used in a way that may be disruptive, offensive or harmful to morale. There is to be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of E-Mail or Voice Mail communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, veteran status, or religious or political beliefs. Violation of this policy will result in appropriate disciplinary action up to and including termination of employment.

In general, employees should use the information systems for Dealership business only however, occasional use as long as it does not violate any of the policies contained in this handbook nor interfere with your productivity is acceptable. The information systems are not to be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Also, employees should keep in mind the potential for violation of copyright laws. Reminder: Copying copyrighted software onto the Dealership's database without proper licensing is not only illegal but could make you and the Dealership liable for copyright infringement.

Dealership management reserves the right to enter an employee's E-Mail, Voice Mail or Internet files or transmissions. **All communications are property of the Dealership and there is no expectation of privacy.**

Please remember the E-Mail, Voice Mail and Internet access originating at the Dealership is a privilege, and this privilege may be revoked if abused. When using the Dealership's Internet connection, you are a Company representative. Please be aware of the violation of Dealership policy with the following actions:

1. Any activity that is contrary to State or Federal Law, including distributing or obtaining copyrighted software or information without proper authorization from the copyright holder.
2. All Dealership employees using the Dealership Internet connections must respect all copyright issues regarding software, information, and attributions of authorship. With respect to software, copying copyrighted software to a Dealership's computer without proper licensing is not only illegal but makes you and the Dealership liable for copyright infringement. Any employee who has unlicensed software on Dealership equipment that has been provided for his or her use will be held accountable for the consequences.
3. Any activity that could damage the Dealership's reputation or potentially put you and the Dealership at risk for legal proceedings by any party. Employees may not transmit libelous or harassing communications or communications which could be considered unfair competitive practices. Please remember that the message you post to a mailing list or news group, or even send directly to one person outside the Dealership, can end up on the screens of thousands of readers. Please use good judgment.
4. Any activity that could be construed as hostile to another company or institution. An example of this is making attempts to gain unauthorized access to another system and/or information.
5. Communication of a commercial nature, solicitations, advertisements and similar commercial postings are unwelcomed in many Internet forums.

Methods and materials developed by the Dealership, including marketing information, development plans, clientele listings, and technological developments are only a few examples of proprietary information held as confidential and which are not to be shared outside the Dealership.

SOCIAL MEDIA POLICY

At Sharpnack Auto Group (“Company”), we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees who work for the Company.

GUIDELINES

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found in the Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company may result in disciplinary action up to and including termination.

Employees are prohibited from engaging in any internet blogging, online social networking, or other form of online publishing or discussion activities (“Online Social Networking and Blogging Activities”) while on Dealership time, property or business, unless specifically authorized by the General Manager or social media department.

If authorized, employees engaging in Online Social Networking and Blogging Activities are subject to all of the Dealership’s policies and procedures, including, but not limited to, the Dealership’s policies (i) protecting the confidentiality of Dealership information, (ii) safeguarding Dealership property, (iii) prohibiting any type of employment discrimination or harassment, and (iv) governing use of the Dealership’s Electronic Systems.

Employees referencing dealership advertisements of vehicles or service may only share previously approved advertisements or offers with full disclosures of the terms. Employees are prohibited from posting offers or references to purchase dealership vehicles or service without full disclosure (for example, “come get this lease for \$99.00” without including the legally required terms. If in doubt, do not post and ask your sales manager.

If authorized, employees are prohibited from disclosing or discussing any of the Dealership’s confidential or proprietary information, or any information regarding the Dealership’s clients or business partners, or details of a particular client engagement, in any Online Social Networking and Blogging Activities. Even the fact that a particular entity or person is a client or business partner of the Dealership must be treated as confidential and should not be mentioned in any Online Social Networking and Blogging Activities.

Likewise, if authorized to engage in online social networking for business purposes, employees are prohibited from using the name, trademarks, logos, other identifying marks or copyright-protected material of the Dealership or its clients or manufacturer partners in any Online Social Networking and Blogging Activities prior to receiving approval from the corporate social media department.

If authorized, employees engaging in Online Social Networking and Blogging Activities are expected to remain respectful of the Dealership, and its employees, its products and services, its clients, its partners, its affiliates, its vendors and suppliers, and its competitors (and their products and services), should not post any material that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful or embarrassing to another person or entity.

The same principles and guidelines found in the Dealership policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Dealership may result in disciplinary action up to and including termination.

Employees are free to use the internet as they wish when they are off duty and not using Dealership equipment. However, we strictly prohibit off duty personal internet use such as social networking (Facebook, Snap Chat, YouTube, etc.) or “blogging” which:

- Uses the Dealership’s name in text for any purpose other than to identify your place of employment.

- Uses a picture or likeness of a manager, your coworker or our customer without their written permission,
- Includes your Dealership e-mail address,
- Reveals confidential Dealership or customer information,
- Defames, embarrasses or demonstrates a lack of respect for the Dealership, its managers, your coworkers or our customers or casts them in a bad light, or violates any of our no harassment, non-discrimination or other policies.

Employees should make it clear in any Online Social Networking and Blogging Activities that the views and opinions they express are their own, have not been reviewed or approved by their employer, and do not necessarily represent the views and opinions of their employer. Also, remember that online activity is oftentimes permanently available and open to being republished in other media.

Employees should understand that they are personally responsible for the commentary they express and the material they post while engaging in Online Social Networking and Blogging Activities. Any employee who violates any aspect of this policy will be subject to discipline up to and including termination. If the violation causes damage to our systems, infects them with a virus or interferes with our business operations, the employee will also be held responsible for all damages.

KNOW AND FOLLOW THE RULES

Carefully read the Company Information Policy and the Discrimination & Harassment Prevention Policy, and ensure your postings are consistent with these policies.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

BE RESPECTFUL

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

BE HONEST AND ACCURATE

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, members, customers, suppliers, people working on behalf of the Company, or competitors.

POST ONLY APPROPRIATE AND RESPECTFUL CONTENT

Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, pricing, customer lists and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Do not create a link from your blog, website or other social networking site to the Company website without identifying yourself as an employee of the Company.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Sharpnack Chevrolet."

USING SOCIAL MEDIA AT WORK

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

All Company social media accounts and all postings are the property of the Company and all information including the account, the login and password should be returned at the end of employment.

Nothing in this policy is meant to violate the employee's section 7 rights under the National Labor Relations Act regarding protected activity including employees' right to organize, take part in grievances, protests and strikes.

PERSONAL TELEPHONE CALLS

A very large percentage of the Dealership's business is transacted by telephone. The Dealership's telephone equipment is provided for the purpose of rendering service to customers; therefore, it is necessary for employees to limit their personal telephone calls to an absolute minimum. Personal calls should only be made in case of absolute necessity or emergency.

PERSONAL APPEARANCE

Employees are expected to dress in a manner befitting their jobs with due consideration to the needs of the Dealership, the perceptions of our customers, fellow employees, and safety. Technicians and Service personnel are required to wear uniforms.

EMPLOYEE SAFETY AND SECURITY

WORK PLACE SAFETY RULES

Employees are expected to adhere to the following safety rules at all times:

1. Keep your mind on the job at all times and give your work your entire attention.
2. If you feel ill or in such a condition as to interfere with your work, report at once to your supervisor.
3. If you are injured while working you need to report the injury/incident to your supervisor or general manager immediately. Depending on the circumstances of the incident you may be required to undergo a drug/alcohol test.
4. Do not allow oil, grease, or other refuse to gather on the floor. Good housekeeping must be observed at all times.
5. All cuts, bruises or injuries of any nature received on Dealership property or time must be reported immediately and treated. Be sure to notify your supervisor. Injury reports must be promptly completed.
6. Wear protective equipment when necessary or directed to do so and continue to wear as long as necessary.
7. Check your equipment daily and promptly report any unsafe conditions to your supervisor.
8. Care must be taken when using compressed air. Do not point nozzle at yourself or any other person. Never use compressed air to blow dust from your clothing or hair.
9. Know the proper handling of chemicals, solvents, inflammables or other dangerous materials. Check with your supervisor if you are not certain or consult with the Dealership's Hazardous Communication Safety Data Sheet Booklet.
10. Observe all danger and warning signs including "No Smoking" regulations.

11. Use all applicable safety devices and safety equipment or clothing as directed.
12. Check to ensure all guards provided are in place and in proper condition before operating any machinery.
13. **Do not attempt to lift, push or pull objects that are greater than 25 pounds without assistance or proper tools. Ask for help!**
14. Do not block aisles, exits, fire extinguishers, electrical power panels, valves and so forth.
15. Stack material carefully so that it will not fall or collapse.
16. Do not turn on any electricity, gas, air or water unless authorized to do so and without first seeing that no one is in a position to be injured.
17. You are required to wear seat belts at all times while operating or riding in Dealership vehicles.
18. Never distract other employees from their work especially when they are operating machinery.
19. Never climb or stand on any makeshift devices such as barrels, chairs, boxes and so forth. Use approved equipment only.
20. When you use a ladder, check to see that it is strong and sturdy with no cracks or splits. All straight ladders must have safety feet.
21. Report to your supervisor all machinery, tools and other items in need of repair.
22. If in doubt as to any unsafe act or condition, consult your supervisor.

EMPLOYEE DATING POLICY

The Dealership has a policy prohibiting sexual harassment in the workplace. This policy applies to all employees including supervisors and management. To prevent harassment, some employers prohibit employees from dating or entering into consensual romantic relationships with other employees. The dealership does not feel that such a prohibition against dating is necessary, provided:

- Both parties mutually and voluntarily consent to the relationship;
- The relationship does not affect judgment or performance of duties of involved employees; and
- The relationship does not negatively impact the work environment.

Failure to modify behavior and observe appropriate standards of workplace conduct shall be viewed as a serious disciplinary matter.

Where problems or potential risks resulting from the relationship are identified, the dealership will work with the parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other.

In some cases, more extreme measures may be necessary such as transfer to other positions or departments. The individual with the more senior position will be considered for transfer first to avoid any perception of retaliation against the less senior person. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.

Continued failure to work with the dealership to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for termination.

ACCIDENTS AND INJURY

Immediately notify your supervisor if:

1. You are injured or become ill as a result of your work;
2. You aware of a co-worker who is injured or becomes ill as a result of his or her work; or
3. You become aware of any work hazards.

USE OF PERSONAL CELLULAR PHONES AT THE WORKPLACE

Due to insurance, workers' compensation and OSHA requirements, employees' use of their personal cell phones while working for the dealership are strictly limited. For employees within the Parts and Service area, cell phone use is limited to non-working time and emergency situations. This applies to both incoming and outgoing calls. If it is an emergency, the employee may go outside the Parts and Service area to make/receive the call. Cell phone use while working in the area is prohibited unless approved by a manager. This applies to all employees of the dealership.

For employees working in areas other than Parts and Service, it is expected that use of personal cell phones will be limited to business purposes or non-working time and emergency situations. This applies to both incoming and outgoing calls.

While at work, employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of Company phones. A personal cell phone should never be checked in the presence of a customer. The camera function of your cell phone should not be used in the dealership unless being done for dealership business. Excessive personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. Unless it is an emergency, cellphone use should be limited to an employee's breaks. Excessive cellphone use, including texting, calling and the use of any app or browsing feature on an employee's phone is prohibited and may lead to disciplinary action up to and including termination.

Any employee engaged in text message conversations with a prospective customer should ensure he has the customer's consent to engage in such messaging. Further, any text messaging between an employee and a prospective customer should only be done with express written consent from the customer and conversations should be limited to the sale or service of a vehicle and should remain professional in nature.

Employees should be courteous to their co-workers and keep ring tones on vibrate or low while at work. Employees should never interrupt a conversation with a customer to answer a cell phone call unless it is an emergency.

The Company will not be liable for loss of personal cellular phones brought into the workplace.

USE OF CELL PHONES FOR BUSINESS PURPOSES

Any cellular phone issued to an employee by the Company is Company property and is to be used only for business-related reasons. The Company may regularly audit Company-issued cell phone use and expenses. Employees may be required to reimburse the Company for any personal calls made on Company-provided cell phones, (advance notice of 30 days will be given prior to the implementation of such policy) and deductions for such charges will be taken from the employee's paycheck in accordance with applicable laws. Employees should protect the cell phone and any related equipment from loss, damage or theft.

USE OF COMPANY-PROVIDED CELLULAR PHONES WHILE DRIVING

Employees must use cellular phones, whether personal or provided by the Dealership, in a safe and legal manner. All employees who use cell phones to conduct business for the Company at any time, including after-business hours, are expected to comply with this policy. All employees are also expected to know and comply with any applicable state or local law governing the use of cell phones while driving and to take precautions against the cell phone's use becoming a potential distraction.

All cell phone conversations while driving should be kept to a minimum and limited to those situations where the car is stopped and parked in a safe location. If you must call while driving, you should:

- Limit the length of any call while driving and avoid/discontinue use in adverse weather or traffic conditions. If you must talk on a cell phone while driving, pull over.
- The use of handheld cell phones or smart phone devices are prohibited while driving.
- Texting or emailing while driving is prohibited.
- Let voicemail answer for you whenever possible.

Employees charged with traffic violations involving the use of cell phones while driving will be solely responsible for all liability that results from such conduct. Use of any cellular phone in a manner inconsistent with this policy is prohibited, falls outside the scope of employment with this Company, and subjects the employee to discipline, up to and including discharge.

CAMERA PHONES

The dealership prohibits employee use of cameras in the workplace, including camera phones, as a preventative step believed necessary to secure employee privacy, trade secrets and other business information. Camera devices on cell or smart phones can be used for business purposes only. (Example: Body Shop for collision claims.) Camera devices on cell or smart phones are not permitted to be used in areas where customer's personal information is visible.

USE OF SEATBELTS

Employees must operate their own personal vehicle and/or a company provided vehicle in a safe and legal manner, which includes the use of seatbelts while driving. All employees who drive vehicles to conduct business for the Company at any time, including after-business hours, are expected to comply with this policy. All employees who drive a vehicle to conduct business are also expected to know and comply with any applicable state or local laws governing the use seatbelts while driving. Use of seatbelts in a manner inconsistent with this policy is prohibited, falls outside the scope of employment with this Company, and subjects the employee to discipline, up to and including discharge.

WEAPONS POLICY

Employees, unless they receive prior approval from management, are prohibited from bringing or possessing firearms, knives or other weapons (whether visible or concealed) onto Dealership property, vehicles or premises or at dealer-sponsored events unless the employee stores the firearm in accordance with Ohio law which requires each firearm and ammunition remain inside the trunk, glove box, or other enclosed compartment of the employee's motor vehicle. Additionally, employees are prohibited from carrying a concealed weapon while operating a motor vehicle owned or leased by the Dealership unless they receive prior approval from management.

VEHICLE ACCIDENTS

The speed limit for vehicles on the premises is five (5) miles per hour and it is to be observed at all times. Only designated employees may drive Dealership vehicles. Never give rides to others in Dealership vehicles unless directed to do so by your supervisor.

In the event of an accident:

1. Call for medical assistance, if necessary;
2. Call the police;
3. Notify your supervisor, and;
4. Complete an accident report, being sure to obtain names and addresses of witnesses, other drivers and all other pertinent information. This report will be used when reporting the accident for insurance purposes. The report must be completed as soon as possible and delivered to your supervisor.

If, after consideration of all relevant information, the Dealership determines that an employee was negligent or reckless in causing damage to a Dealership vehicle, the employee may be subject to appropriate discipline, and may be held liable for the cost of necessary repairs to the involved vehicle(s).

FIRE PREVENTION

We have a common interest in doing everything we can to prevent damage by fire to the building and equipment. Please observe all fire prevention rules.

Everyone should know the location and proper use of the nearest fire extinguisher. When a fire extinguisher has been used, report it at once to your supervisor. Do not hang a used fire extinguisher back in place. Make sure a fire extinguisher is filled and checked by appropriate personnel after being used.

It is also essential to know the location of all emergency exits and to keep all emergency exits unobstructed at all times.

SMOKING POLICY

Per Ohio law, smoking, which includes electronic cigarettes or vaping, is prohibited at all times in dealership facilities. Smoking, which includes electronic cigarettes or vaping, is only allowed in designated areas. Cigarette butts must be disposed of in provided receptacles.

SECURITY

Only authorized personnel are allowed in the building during hours when we are not open for business. Guests are not permitted in areas designated for authorized personnel or on work site. To access these areas, you must be scheduled for work and be performing duties that require your presence in these areas.

VISITORS

Personal visitors are not permitted during working hours. If someone is picking you up after work, please arrange for him or her to wait for you in the customer lounge.

DRIVING RECORD

Employees who drive on the job must maintain a driving record satisfactory to both the Dealership and our insurance carrier. It is our policy to request an updated Motor Vehicle Report from the state of Ohio on an annual basis for all drivers. The cost of the Motor Vehicle Driving Record is the responsibility of the employee.

Any employee who is required, in the course of his or her job duties, to drive a Dealership vehicle must have a valid driver's license from the state of Ohio. The Dealership or the Dealership's insurance carrier may request an employee's driving record from the Ohio Motor Vehicles Department at any time.

If your job requires you to operate a vehicle, you must report to your supervisor any changes to the status of your driving record. Loss of your driving privileges, or the occurrence of a significant driving offense may result in termination of your employment if our insurance carrier determines that you are uninsurable.

GENERAL PAYROLL POLICIES

OUR PAY POLICY

It is the policy of the Sharpnack Auto Group to pay wages that are competitive with those paid for similar jobs in the community and industry. We maintain our competitiveness by periodically reviewing wage structures. During this review, the Dealership takes into account increases in the cost of living, the general economy, and the profitability of the Dealership, as well as, the individual's contribution.

PAY DAYS AND PAY PERIODS

The pay period for all employees begins Monday and ends on the following Saturday. All employees are paid on a weekly basis each Friday.

MANDATORY DIRECT DEPOSIT POLICY

As a condition of employment, all Dealership employees will be required to participate in Direct Deposit for Payroll or in the alternative a prepaid debit card for Payroll. This means that your pay will be deposited directly into your account at a participating banking institution each payroll date. If an employee closes or changes accounts, the Controller should be notified immediately.

E-MAIL ADDRESS POLICY

All employees are required to maintain a current e-mail address on file with the Dealership. If your e-mail address is changed you should promptly notify the Office Manager or Controller.

PAY ADVANCES

The Dealership is not set up to make advances on pay.

PAY DEDUCTIONS

There are two types of pay deductions: deductions required by law and deductions that you have authorized.

The law requires that regular amounts be deducted from your pay and applied toward payment of your federal, state, and local income taxes, if applicable, and to Social Security.

The Dealership offers programs and benefits beyond those required by law. If you wish to participate in these programs and/or benefits, you must authorize deductions from your paychecks for the cost of the program and/or benefit.

IF YOU FIND AN ERROR IN YOUR PAY

If an error occurs in your pay, notify your immediate supervisor, who will obtain the correct information for you and determine whether or not an adjustment is in order. If an error is found, you will receive an adjustment on the next regular payday.

If you find that there was in an error in your pay causing you to be paid more than you were entitled to you should immediately notify your supervisor of the error. The pay overage will need to be paid back to the dealership so the excess pay should not be spent.

It is the policy of the dealership that improper pay deductions for exempt salaried employees are prohibited. If an employee of The Sharpnack Auto Group feels that their pay was improperly docked, they should contact **your immediate supervisor** immediately. If it is determined that the pay deduction was improper, the employee will be reimbursed for the full amount of the deduction.

OVERTIME

There may be occasions when it is necessary to require employees to work overtime. We will attempt to give employees as much advance notice as possible and an employee will be expected to work overtime when asked, since it will only be requested when necessary. No employee is permitted to work overtime without the prior approval of his or her supervisor.

For hourly and other non-exempt employees, any time worked over forty (40) hours per week will be considered overtime and will be paid at one and one-half (1-1/2) times that employee's regular wage rate.

Holiday and vacation hours paid for but not worked will not be included as hours worked for purposes of computing overtime.

EMPLOYEE BENEFITS

OUR EMPLOYEE BENEFIT PROGRAMS

Complete and official details of the group insurance programs are contained in materials which employees will receive separate from this handbook. The descriptions in this handbook are only brief summaries for your general information. Contact the Personnel Manager for more details.

The existence of these employee benefit programs, in and of themselves, does not signify that an employee will be employed for the requisite time necessary to qualify for these benefits. The Dealership reserves the right to change or discontinue some or all of these benefits.

HOLIDAYS

At Sharpnack Auto Group, we observe six (6) holidays each year. These are the days on which you will not be required to work when they fall on a day when the Dealership is normally open for business. Full-time employees will receive holiday pay for each of the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Holiday pay benefits are equal to the employee's base hourly rate times the number of hours the employee is regularly scheduled to work per day, not to exceed eight (8) hours.

To receive holiday pay, you must work all scheduled hours on the last working day before and the first working day after the holiday, unless you have made satisfactory arrangements in advance with your supervisor to be excused or have a valid doctor's excuse.

PAID TIME OFF POLICY

Sharpnack Auto Group believes that it is important for you to balance your efforts on the job with time away from work. To support this philosophy, the Dealership provides various paid time-off benefits such as vacations, holidays and personal time.

You are eligible for the Dealership's paid time-off policies if you are a regular, full-time employee working 40 or more hours per week or more.

Paid Time Off is provided for the purpose of rest, relaxation and a planned interruption from the workplace or to attend to personal affairs. Paid Time off is to be taken within the year it becomes available in order to receive the personal replenishment value intended. Paid Time Off may not be carried over into the next year. There is no proration of Paid Time Off at time of the employee's termination of employment.

Supervisors and managers have the responsibility to plan schedules that meet operating requirements of departments and time off needs of staff. As a result, not all PTO requests made for the same time may be granted. To assist with staffing requirements, employees must request time off at least 30 days in advance, unless off due to illness, through the dealership's system of choice. Employee's supervisors and managers maintain the discretion to grant Paid Time Off requested without advance notice.

Regular full-time employees are eligible for Paid Time Off in the calendar year after it becomes available. The amount of Paid Time Off you receive each year depends on how long you have been employed. The schedule is as follows:

- After 1 year of continuous service the employee is eligible for 5 days of Paid Time Off.
- After 3 years of continuous service, the employee is eligible for 12 days of Paid Time Off.
- After 15 years of continuous service, and every year thereafter, the employee is eligible for 15 days of Paid Time Off.

Full-time employees' vacation banks are replenished each January 1st following a year of continuous service.

Example: If your 3-year anniversary is October 1, 2022 you would have 5 days of PTO from January 1, 2023 thru December 31, 2023. On January 1st, 2024, you would have 12 days of PTO available to use thru December 31, 2024.

For new employees that have not completed a year of continuous service you are eligible for paid vacation benefits in the next year following the year of hire according to the following schedule:

<u>HIRED</u>	<u>VACATION TIME</u>
January 1 – February 1	Five (5) days
February 2 – April 30	Four (4) days
May 1 – August 31	Three (3) days
September 1 – November 30	Two (2) days
December 1 – December 31	One (1) day

Example: If you were hired March 1, 2022, you would be eligible for four (4) days of vacation in **2023**. If you were hired on December 5, 2022, you would be eligible for one (1) day of vacation in **2023**. In both examples, as of January 1st of **2024**, your vacation bank would be replenished with five (5) days of vacation.

All vacations must be taken before year end. There is no carryover of unused vacation from year to year. Example: Hired August 3, 2022 you are eligible for 3 days from August 4, **2023** thru December 31, **2023**. You then start with 5 days as of January 1, **2024**.

Paid Time Off pay is distinguished between salaried and non-salaried employees.

Paid Time Off pay for salaried employees will be the continuation of their regular pay, while taking Paid Time Off. Salaried employees not taking Paid Time Off are not eligible for additional pay. Requests for pay in lieu of Paid Time Off will not be honored. There is no carryover provision for Paid Time Off unless previously approved by the Owner or General Manager. There is also no pro rata provision for Paid Time Off when the employment relationship is terminated.

All unexcused absences will be charged to the employees PTO bank unless prior arrangements approved by Tom Sharpnack have been made. This includes salaried employees as well.

Exempt employees are expected to work their full schedule each week. Exempt employees who have exhausted their available PTO will have their pay deducted for each full day missed beyond their PTO days.

The Paid Time Off program for hourly and flat-rate employees consists of 2 distinct components. One component is the awarding of time-off to employees. The second component is the awarding of pay to employees. Paid Time Off time will become

available on the employee's 1 year, and every year thereafter, anniversary date as described above. Paid Time Off pay rate (calculated as the last 52 weeks of pay divided by 52) will be paid out on the 1 year, and every year thereafter, anniversary dates.

In cases of termination of employment, if the decision to terminate the employment is due to job elimination the employee will be paid all available Paid Time Off benefits as of the date of severance. If the employee is terminated due to their conduct, the employee will forfeit all available Paid Time Off benefits in effect at the time of severance.

In the case of an employee resignation with the proper two weeks' notice the employee will be paid all available Paid Time Off benefits as of the date of severance, even if the employer does not require the employee to work the full notice period.

In the case of employee resignation without notice the employee will forfeit all available Paid Time Off benefits in effect at the time of severance.

This policy applies to all employees equally whether hourly, flat rate, or salaried.

GROUP INSURANCE PLANS

Group Health Insurance, Group Life and AD&D Insurance and Group Short Term Disability Plans– Are available to all eligible employees at employees' cost. Any employee who chooses to participate in these plans will be payroll deducted for the premiums. Should the employment relationship be terminated the policy will still belong to the employee.

If you have questions about group insurance plans, please contact your immediate supervisor.

SOCIAL SECURITY

All employees are covered by the Federal Social Security Act. A required percentage of your salary or wage must be deducted from your paycheck to pay the employee's portion of the protection, and the Dealership must match your deduction, dollar for dollar, as required by law.

STATE UNEMPLOYMENT INSURANCE

This program provides weekly benefits if an employee becomes unemployed due to circumstances described in the law. This program is funded by a payroll tax paid by the Dealership based on employees' earnings.

CONTINUING HEALTH INSURANCE COVERAGE (COBRA)

Under federal law, employees and their dependents have the option of continuing health insurance coverage at their own expense upon the occurrence of certain qualifying events. Those events include: the death of the employee; termination of the employee (including voluntary termination and leaves of absence, but not including discharge for gross misconduct); divorce or legal separation of the covered employee from his or her spouse; the employee becomes entitled to Medicare coverage, or cessation of dependent child coverage under the terms of the insurance policy. In the case of divorce or legal separation or cessation of dependent child coverage, you must notify the Dealership in order for your spouse or dependents to exercise their option of continued coverage.

WORKERS' COMPENSATION

Through premiums paid in full by Sharpnack Auto Group, you are covered under the Workers' Compensation program. Workers' compensation benefits may help pay for your medical treatment and part of any income you may lose while recovering from a work-related injury or illness. All work-related accidents must be immediately reported to a supervisor to be covered under this program.

Death benefits may also be paid to dependents of employees whose death is determined to be compensable under the Workers' Compensation law.

401(K) RETIREMENT PLAN

The Dealership provides a 401(k)-retirement plan for eligible employees. Please contact the Personnel Manager for details in regard to this plan.

TRAINING AND EDUCATION BENEFIT

Most of our job assignments require special skills that must be continually improved and updated. Periodically, the Dealership may request that employees attend GM and Ford factory required training. The hours that an employee actually spends in such training will be compensated by the Dealership at the employee's straight time hourly rate. In addition, the Dealership, in its discretion, may reimburse an employee for traveling expenses incurred for such Dealership authorized training. If an employee leaves the dealership within 12 months of completing of the training or coursework, they are required to reimburse the Dealership for costs of tuition and expenses associated with the training or coursework. In order to take advantage of the training and education benefit, an agreement must first be completed by the employee.

EMPLOYEE DISCOUNTS

Employees may buy a new car for dealer invoice, or less if a factory incentive program is in effect. All vehicle purchases must be handled by Thomas Sharpnack.

Employees may also purchase parts at cost plus ten percent (10%) (Not to be carried on accounts receivable), and may also receive a discounted labor rate of \$55.00/hour. (Payment due at time of purchase or service rendered). For employees to receive the discount, payment must be made in cash or credit card at the time of purchase or service rendered.

GENERAL POLICIES REGARDING LEAVES

GENERAL POLICIES REGARDING LEAVES

There are several general policies that pertain to all types of leaves of absence.

- a. A written request for leave must be submitted to your immediate supervisor at least thirty (30) days in advance or as far in advance as possible.
- b. Unless an extension is requested and approved, you are expected to report your status at the end of the approved leave. If you fail to report your status on the first workday after the expiration of the leave, you will be considered to have voluntarily terminated your employment.
- c. All leaves of absence are granted without pay, unless noted otherwise in this employee handbook.
- d. You are not eligible to receive holiday or vacation pay while on leave of absence, unless the leave is for funeral or jury duty purposes only and provided you have been employed by the Dealership for at least ninety (90) calendar days. Under certain conditions you may be required to use vacation time for medical leave.
- e. Any leave of absence obtained through false pretenses will result in termination of employment.
- f. An employee on leave of absence is subject to job elimination or reduction-in-force the same as an employee who is not on leave of absence.
- g. Unless otherwise required by law, while on leave, you must pay Sharpnack Auto Group directly for the premiums on your group insurance plans in order to maintain coverage.
- h. Working elsewhere (including self-employment) without prior management approval while on leave of absence or pursuing an interest that conflicts with the purpose of your leave will result in termination of employment.

FUNERAL LEAVE

The Dealership realizes the emotional stress and additional responsibility that results from a death in an employee's immediate family and therefore, provides paid funeral leave as follows for full-time employees who have been employed for at least ninety (90) days:

- In the event of the death of a parent, spouse, child, sister, brother, a paid funeral leave of up to three (3) days will be granted to attend the funeral.
- In the event of the death of a mother- or father-in-law, brother or sister-in-law, or grandparent, a paid funeral leave of up to one (1) day will be granted to attend the funeral.

You may be requested by the Dealership to submit satisfactory evidence of the death, the family relationship and attendance at the funeral. Additional time needed in excess of the paid time granted above may be granted on an unpaid basis upon prior approval from the employee's supervisor.

JURY DUTY LEAVE

If an employee is called for jury duty and he or she has been employed by the Dealership for at least ninety (90) calendar days, the employee will be paid the difference between his or her regular straight time rate or draw and the amount of jury duty pay received up to eight (8) hours per day. Written confirmation from the court of the employee's jury duty service is required in order to receive pay.

To reduce interruptions in work that may be caused by your absence, you are requested to report promptly to your supervisor that you have been called for jury duty. You are required to report promptly for work any day in which your services as a juror do not require your presence in court or when you are excused with more than two (2) hours remaining in your regular working day.

MILITARY SERVICE LEAVE OR CAREGIVER LEAVE

Any leave of absence that is designated by law as a military service leave will be observed as outlined by federal or state law.

The Uniformed Service Employment and Reemployment Rights Act (USERRA) provides that any individual who is absent from employment because of a voluntary or involuntary military service obligation has the right to reemployment and all its accompanying benefits, as long as:

- The individual provides advance notice to the employer of his or her impending military service;
- The individual is honorably discharged;
- The leave does not exceed the maximum length of absence (as defined by the law); and
- The individual applies for reemployment in a timely manner (as defined by the law).

Please contact the Personnel Manager if you have any questions concerning a military service leave.

FAMILY AND MEDICAL LEAVE POLICY

ELIGIBILITY

In order to be eligible for Family Medical Leave (“FMLA”), an employee must:

- (1) have been employed by Sharpnack Auto Group for at least 12 months, which need not be consecutive months;
- (2) have worked at least 1,250 hours of service during the 12-month period prior to the commencement of FMLA Leave.

TYPES AND DURATION OF FMLA LEAVE

A. Basic FMLA Leave and Active-Duty Leave

You may be eligible for up to 12 weeks of unpaid leave in a **rolling** backward 12-month period for the following reasons:

1. the birth of a child and to care for such child or placement for adoption or foster care of a child;
2. to care for an immediate family member (spouse, child under 18 years old or 18 and over that is incapable of self-care, or parent) with a serious health condition;
3. because of a serious health condition which renders you unable to work; or
4. because of any qualifying exigency arising out of the fact that your spouse, son (of any age), daughter (of any age) or parent, defined as a covered servicemember, is on active duty (or has been notified of an impending call or order to active duty) in the National Guard or Reserves or is retired member of the Armed Forces or Reserves and has been notified of an impending call or order to active duty in support of a contingency operation.
5. because of any injury or serious illness (as outlined below) to your spouse, son (of any age), daughter (of any age) or parent, defined as a covered servicemember, incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested before or after the member became a veteran.

An employee’s FMLA Leave for the birth or placement of a child must conclude within 12 months of the birth or placement. FMLA Leave is not available to care for: (a) a parent-in-law; or (b) a child 18 years of age or older, unless the child is incapable of self-care due to a disability as defined by the Americans with Disabilities Act.

Leave taken for any purpose by an employee who is eligible for FMLA Leave will be designated by Sharpnack Auto Group as FMLA Leave, even if the employee has not specifically requested FMLA Leave.

The beginning and ending dates for all medical leave will depend on a healthcare provider's medical verification of commencement and cessation of actual inability to perform the essential functions of the job, or actual need to care for a spouse, child or parent as described below in the sections entitled Documentation Supporting FMLA Leave and Recertification. When leave is requested to care for an immediate family member, Sharpnack Auto Group further reserves the right to require documentation of the family relationship.

B. Military Caregiver Leave

An employee also may take Military Caregiver Leave to care for a spouse, son or daughter (of any age), parent or next of kin who is a current member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred by the service member in the line of duty while on active duty. A covered service member incurs a serious illness or injury for purposes of this paragraph when he or she is medically unfit to perform the duties of his or her office, grade, rank or rating. A covered veteran is someone who has been discharged or released under conditions, other than dishonorable, five years prior to the date the employee's military caregiver leave begins. A covered veteran incurs a serious injury or illness when he or she suffers an injury or illness that meets the definition below.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave and ends 12 months after that date. The leave entitlement described in this paragraph applies on a per-covered service member, per-injury basis. However, no more than 26 weeks of leave may be taken within a single 12-month period by any covered employee. Even in circumstances where an employee takes other leave covered by the federal FMLA under numbers 1-4 in the Basic FMLA Leave and Active Duty Leave section above, the combined leave shall not exceed 26 weeks during that 12-month period.

DEFINITIONS

1. A "serious health condition" referenced in numbers (2) and (3) of the Basic FMLA Leave and Active Duty Leave section above means an illness, injury, impairment, or physical or mental condition that involves:
 - a. in-client care (i.e., an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-client care);

- b. a period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two (2) or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity that results in a regimen of continuing treatment under the supervision of a health care provider;
 - c. any period of incapacity due to pregnancy, or for prenatal care;
 - d. any period of incapacity due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
 - e. a period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
 - f. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
2. A “qualifying exigency” referenced in number (4) of the Basic FMLA Leave and Active Duty Leave section above refers to the following circumstances:
- a. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
 - b. Military events and related activities: to attend official military events or family assistance programs or briefings;
 - c. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;
 - d. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
 - e. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;

- f. Rest and recuperation: to spend up to fifteen (15) days for each period in which a covered military member is on a short-term rest leave during a period of deployment;
 - g. Must be deployed to foreign country: military members must be deployed to a foreign country in order to request military caregiver leave or exigency leave. A foreign country is defined as an area outside of the US, District of Columbia, or any Territory or possession of the US.
 - h. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty;
 - i. Additional activities: for other events where Sharpnack Auto Group and the employee agree on the time and duration of the leave.
3. A "serious injury or illness" for a covered veteran includes such injuries or illnesses that were incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested before or after the member became a veteran and meets one of the following four criteria:
- a. serious injury or illness was incurred or aggravated when the covered veteran was a member of the Armed Forces;
 - b. a physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (VASRD) of 50% or greater;
 - c. a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability related to military service; or
 - d. an injury, including psychological injury, where the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Employees with questions or concerns as to whether a specific condition or treatment would be covered by FMLA should contact the office manager before scheduling an absence.

NOTICE OF NEED FOR FMLA LEAVE

If the leave is foreseeable (including birth or placement of a child, planned medical care, leave due to active duty of immediate family member, etc.), the employee must provide at least thirty (30) days advance notice to the office manager. If circumstances prevent providing the thirty (30) days advance notice, then the employee should provide notice to the office manager as soon as practicable after learning of the need for leave (normally within two business days). For an extension of requested leave, the employee must inform his/her supervisor of the qualifying reason for the extension as soon as practicable after learning of the need for the extension (normally, within two business days).

Employees must make every reasonable effort to schedule medical treatments so as not to disrupt the ongoing operations of Sharpnack Auto Group.

If an employee fails to give the required notice for foreseeable leave with no reasonable excuse, the employee may be denied the taking of the leave until the employee provides adequate notice of need for the leave. Failure to provide the required notice will be subject to Sharpnack Auto Group policy, without statutory protection. Violation of Sharpnack Auto Group's "no show" policy may result in termination unless the employee was unable to immediately contact Sharpnack Auto Group due to an emergency.

INTERMITTENT FMLA LEAVE

Intermittent leave also may be available depending upon an employee's serious health condition or an employee's immediate family member's serious health condition. Intermittent leave is not available for the birth or placement of a child. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. For any employee needing intermittent leave, Sharpnack Auto Group reserves the right to transfer the employee to another position that can better tolerate the recurrent absence/tardiness.

Employees taking intermittent leave must follow Sharpnack Auto Group's standard call-in procedures absent unusual circumstances. When calling in, employees must state that their absence is for FMLA Leave.

DOCUMENTATION SUPPORTING FMLA LEAVE

The employee's reason for the leave must be covered under FMLA and he/she must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a FMLA Leave may also be required.

The employee will have fifteen (15) days in which to return a completed Certification form following receipt of the form from Sharpnack Auto Group. If the employee fails to provide timely certification after being required to do so, the employee may be denied the taking of the leave under FMLA. If the Certification form is incomplete or

insufficient, an employee will be given written notification specifying the reasons why the Certification is incomplete or insufficient, and what information is needed to cure any such incompleteness or insufficiency. The employee will have seven (7) days after receiving such written notice to provide the necessary information to Sharpnack Auto Group.

If there is reason to doubt the validity of the medical certification submitted by the employee, a second opinion related to the health condition may be required at Sharpnack Auto Group's expense. If the original certification and the second opinion differ, a third opinion, at the expense of Sharpnack Auto Group, may be required. The opinion of the third health care provider, which Sharpnack Auto Group and the employee jointly select, will be the final and binding decision.

A request for Active-Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active-duty orders. A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service member form as well as any necessary supporting documentation.

RECERTIFICATION

Sharpnack Auto Group may require you to provide medical recertification while you are on FMLA Leave. Costs associated with any recertification requested by Sharpnack Auto Group will be at your expense.

RETURN TO WORK CERTIFICATION

As a condition of returning to work after FMLA Leave that was due to your own serious health condition, Sharpnack Auto Group may require you to obtain and present a return-to-work certification from your health care provider verifying your ability to perform the essential functions of the job. Costs associated with any return-to-work certification will be at your expense.

SUBSTITUTION OF PAID LEAVE

Employees must substitute all accrued paid leave for unpaid FMLA Leave.

The Employee will not be entitled to earn any form of compensation tied to performance, production, or actual hours worked during a period of FMLA Leave. Employees are not entitled to greater benefits than they would have received if FMLA had not been taken.

BENEFITS DURING FMLA LEAVE

Group health coverage will continue during leave under this policy; however, employee contributions must be paid. Arrangements for payment of employee premiums must be made with Sharpnack Auto Group through payroll deduction. Any unpaid employee contributions are a debt to Sharpnack Auto Group that will be recovered after the employee's return to work. Employees must cooperate with this repayment obligation.

As soon as the need for leave is known, employees should meet with the office manager and discuss payment for maintenance of benefit coverage during FMLA Leave.

If an employee does not return from FMLA Leave, COBRA will be triggered when FMLA Leave ceases for any reason.

Premiums paid by Sharpnack Auto Group for the employee's coverage during unpaid leave under this policy may be recovered if the employee fails to return to work for at least 30 calendar days following the leave, and may be recovered through small claims court or from deduction in wages or vacation pay that would otherwise be included in the final paycheck. However, premium recovery will not be sought if the employee provides certification that the reason the employee will not return to work is due to: (a) the continuation, recurrence or onset of a serious health condition; or (b) other circumstances beyond the employee's control. Decisions to remain with a family member who no longer requires your care or to remain at home following the birth or placement for adoption or foster care of a child who does not have a serious health condition will not be considered beyond your control.

The availability of other plan benefits during FMLA Leave is governed by each benefit section. Employment benefits accrued prior to FMLA Leave will remain unaffected.

SCHEDULING

If your need for FMLA Leave is foreseeable, you must provide the Office Manager with at least 30 days' advance notice before the FMLA Leave is to begin. If 30 days' advance notice is not practicable or if your need for FMLA Leave or its approximate timing is not foreseeable, notice must be provided as soon as practicable (normally before the start of your scheduled workday, or in any event, within one or two workdays of learning of the need for leave). Notice should be provided by you personally, or by your spouse, an adult family member, or another responsible person, if you are unable to provide notice personally.

When planning medical treatment for which FMLA Leave will be necessary, you should consult with your supervisor and make every reasonable effort to schedule your leave so as not to disrupt the operations of Sharpnack Auto Group. This ordinarily should occur prior to scheduling treatment so that a treatment schedule that best suits the needs of both you and Sharpnack Auto Group may be worked out. Employees who are out on FMLA Leave are expected to report every week to their supervisor on their status and intent to return to work.

JOB RESTORATION

It is expected that following an FMLA absence, you will return to work. The employee must give his/her supervisor at least two (2) business days' notice of his/her ability to return to work. If the employee is capable of performing all essential functions of his/her last regular job upon returning from FMLA Leave, the employee will be reinstated to his/her former job or an equivalent job, provided the employee furnishes a healthcare provider's medical verification of ability to work and ability to perform the essential functions of the job. The return-to-work certification must be obtained at the employee's expense from the attending health care provider.

Ordinarily, the employee will be returned to his/her last regular job; however, if the employee's position is not available, the employee will be reinstated to an equivalent position and restored to equivalent employment benefits, pay and other terms and conditions of employment. Refusal of an offer of reinstatement will be treated as a voluntary resignation.

The right of reinstatement with restoration of pay and benefits is conditioned upon the employee's ability to perform all essential functions of the last regular position held prior to leave.

ADDITIONAL UNPAID LEAVES OF ABSENCE

An additional unpaid leave of absence may be granted to an employee at the sole discretion of the Dealership if the employee has been employed by the Dealership for at least ninety (90) calendar days and must be absent from work for medical reasons or personal reasons of an urgent nature.

The employee must submit a request for leave to his or her immediate supervisor as far in advance as possible for approval by Dealership management. Unpaid leave may be granted upon presentation of satisfactory evidence of the need for leave and subsequent approval by Dealership management. Leave may be extended at the sole discretion of the Dealership upon presentation of satisfactory evidence of the need for continued leave.

In all cases, an employee must exhaust all paid time off to which he or she is entitled before an additional unpaid leave of absence will be granted.

At the end of the employee's leave of absence, the Dealership will make an effort to return the employee to his or her former position or comparable position; however, the Dealership cannot guarantee reemployment after the end of an employee's leave of absence unless otherwise required by law. The Dealership may require medical authorization before an employee will be permitted to return to work following a leave of absence for medical reasons.

An employee must first exhaust all FMLA leave for which he or she is eligible before any additional unpaid leave may be requested. An employee who does not meet the qualifications for leave under the Family and Medical Leave of Absence policy may request leave under this Additional Leaves of Absence policy only.

EMPLOYEE/DEALERSHIP COMMUNICATIONS

OPEN-DOOR POLICY

We have an open-door under which each employee can express his/her opinion, raise issues of concern, or seek information and seek answers from all levels of management. In all fairness to your supervisor, most matters should be discussed with him/her first. However, should you have a situation which, due to the sensitive nature of its content, you would like to discuss privately with someone other than your supervisor, you may arrange such an appointment with any other member of management.

Also, you should feel free at any time to discuss with management any personal matters that may affect your own or the Dealership's welfare.

Sharpnack's HR Director is available for questions by appointment only during the hours of 2pm-4pm on Tuesday and Thursday each week. If you have a question that arises that requires an immediate answer, please contact your immediate supervisor. Of course, in the case of an emergency your HR Director is always available.

EMPLOYEES' SUGGESTIONS

All employees are invited to share with the Dealership their ideas and suggestions which may be of benefit to Sharpnack Auto Group and its operations or its employees and their welfare. Please put your ideas or suggestions in writing and give them to your supervisor. Also, the same procedure may be used to raise specific questions or problems to which you would like management to respond.

BULLETIN BOARDS

Considerable information about work schedules, Dealership activities and other pertinent information are posted on the Dealership bulletin boards. Nothing is to be put on the bulletin boards without the prior express approval of Dealership Management.

YOUR PERSONNEL RECORD

Keeping your personnel record correct and up-to-date is important to you because it enables the Dealership to reach you in an emergency, forward your mail, properly maintain your insurance and other benefits and compute your payroll deductions. You are responsible for notifying the Personnel Manager of changes in:

- Address and telephone number.
- Your name.
- Family status (birth, marriage, divorce, death, legal separation, etc.)
- Person to notify in the event of an emergency.
- Beneficiary designations.

ACCESS TO PERSONNEL FILES

The Dealership maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the Dealership and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Dealership who have a legitimate reason to review information in a file are allowed to do so.

Employees may review their own files on a reasonable basis with prior notice to Management. Employees may not have copies of the documents in their files except for legitimate business reasons and with Management's approval. Employees may have copies of their own medical records.

EMPLOYEE RESIGNATION

If you decide to leave the Dealership, please advise your supervisor in writing at least two (2) weeks prior to your date of departure so that an orderly transition can be made. Employees providing 2 weeks' notice may be considered for re-employment. An individual who quits employment and gives no notice will not be considered for re-employment.

EXIT INTERVIEW

An employee departing from the dealership may be scheduled for an exit interview with the Department Manager and/or the Office Manager. The exit interview provides an opportunity for discussion of benefits coverage and continuation rights, repayment of outstanding debts, and the return of dealership property, including but not limited to, keys, credit cards, uniforms, tools, manuals, handbooks or any other items in your possession or control.

SAFEGUARD PROCEDURES

All customer information is to be kept secure at all times. Employee access to customer information is on a need-to-know basis, with accountability.

- Do not leave customer information lying unattended
- F&I office is to be locked when not in use by authorized personnel
- General office will be locked when authorized personnel leave for the day
- All desks will be cleared of any customer information when unattended

- Customer information must be shredded when being disposed of
- All deals taken from the office must be signed out
- If at any time you notice anyone other than an employee looking at information, we have concerning customers, please approach this person and inform them that they are not to be looking at this information and escort them away from the area. Report this incident to your manager immediately
- All customer information will be securely and confidentially maintained and will only be disseminated to relevant personnel as necessary. No Customer Information may be retained on cellphones or personal devices. Any customer information on personal devices must be deleted.
- Hold on to Information only as long as you have a legitimate business need
- Customer information may never be stored on personal devices
- Employees will use complex and unique passwords, which will be confidentially maintained
- User credentials will not be stored in vulnerable formats
- Encrypt Data at Rest and in Transit
- Any Remote Network Access will be Done Through VPN and MFA
- Encrypt Information Sent Over Wireless Networks
- Only authorized employees shall disclose, share, send, or provide customer personal information to third parties
- Do not download software or malware without management or IT department authorization
- Do not download attachments or click hyperlinks from senders before verifying their authenticity
- Employees will undergo period training on Recognizing and Reporting Security Incidents as well as preventing social engineering attacks
- Secure authentication (multi-factor authentication) will be required on all dealership devices

It is imperative that all employees safeguard all documents containing customer information. Employee will not intentionally share or disclose, or cause to be shared or disclosed, any customer information to any other person or entity in violation of Dealer's

information security policies and procedures. Further, Employee will not intentionally view or access, or cause to be viewed or accessed, any customer information security policies and procedures. Employee will at all times strive to protect and secure all customer information that I may receive or have access to during the course of my employment in compliance with Dealer's Information security policies and procedures. Employee will not remove from the Dealer's place of business any Customer Information or written or electronic material documenting the Dealer's Information Security Program. Employee understands that in the event employee fails to abide by Dealer's information safeguarding policies and procedures, whether my failure is intentional or unintentional, employee will be subject to disciplinary action. This disciplinary action may include termination of my employment with Dealer or any other disciplinary measures as provided in Dealer's Employee Handbook, and Dealer's Information Security Program.

I _____ realize the importance of the safeguard procedures and will make every effort to carry them out. This policy is incorporated into the Dealership Employee Handbook.

Employee Signature

Date

MISCELLANEOUS POLICIES

PHYSICAL EXAMINATIONS

The Dealership may, where job related and consistent with business necessity, require you to have a medical and/or physical examination by a health care professional of the Dealership's choice. Since many of the Dealership's positions involve frequent contact with our customers, this would extend to medical certification that an illness is not communicable and or being treated. The Dealership may require you to take a medical leave of absence if the physician so recommends.

REDUCTION-IN-FORCE

Any time a selection is to be made among employees for a reduction-in-force (job elimination due to lack of work or reorganization); consideration will be given to an employee's knowledge, skill, efficiency, reliability, attendance and overall record.

WHAT ABOUT UNIONS?

Because Sharpnack Auto Group is non-union, you as an employee, have the opportunity to deal directly with management without the impediment of a third party to represent you, speak for you, or in any way attempt to divide our successful "team" relationship.

We have enthusiastically accepted our responsibility to provide you with the best possible working conditions, wages, benefits, fair treatment and the personal respect that is rightfully yours. We feel that a union would be of no advantage to either our employees or the Dealership – and, as we said, it could possibly hurt the team approach that we are all working hard to achieve.

We know you want to and are capable of expressing your problems, suggestions and comments to us so that we can understand each other better. We want you to speak up for yourself – directly to us. We will do our best to listen and respond. You can be certain that we will constantly seek to earn and to maintain your respect. We are committed to regarding your welfare and job security as our personal responsibility.

Our customers rely on us to provide them with quality products and services. They do business with us because they believe that the integrity and strength of our internal organization is strong: that our people work together, free of labor strife, outside control, slowdowns, or even the threat of strikes.

In summary, Sharpnack Auto Group believes that WE are best able to serve both our customers' and our own individual self-interest by working together, free from artificially created tensions that are brought on by an outside agency, such as a union, in our Dealership.

SUMMARY POLICIES

SUMMARY

The policies, practices, and benefits expressed in this handbook are those currently in effect at the Sharpnack Auto Group as of the date of your hire. This handbook does not create a contract of employment between the Dealership and you. Because the continued success of our, or any, Dealership requires the ability to change and adapt to the times, these policies, practices and benefits may be suspended, modified or canceled, without advanced notice, as determined by the Sharpnack Auto Group. No modification or cancellation of any of the provisions in this handbook will occur unless in writing and signed by an officer of this Dealership. Should the Dealership determine that changes are required, we will make every effort to contact you as soon as practical, in writing, with details on the new policy.

This Employee Handbook replaces and supersedes any previous Employee Handbook you may have received from the Dealership or any oral or written agreement relating to the same or similar subject matter that you may have entered into with the Dealership with respect to your employment. This Employee Handbook may not be changed in any detail by any verbal statement, representation or other agreement made by any other Dealership employee, or by any written document signed by any Dealership employee other than a Dealership officer.

This handbook was created to help you get off to a pleasant start at the Sharpnack Auto Group by minimizing the confusion that always surrounds one's first few weeks on the job. By providing you with the most pertinent information about the Dealership in general, the personal side of your job, our benefits program, and the basic rules for your job behavior, we hope we have succeeded in our objective.

Again, all of us at the Sharpnack Auto Group welcome you. We look forward to having you as a member of our team.

TELEPHONE MONITORING AND RECORDING CONSENT FORM

A major part of the success of our dealership is the high level of communication we carry on with our customers. In order to assure the level of quality of our communication with our customers and for business purposes only, from time to time, the dealership may monitor and/or record telephone conversations between employees and our customers. Calls of a personal nature will not be monitored or recorded.

I agree to allow the dealership to monitor and/or record phone conversations with customers for quality assurance purposes.

Employee name (print)

Employee signature

Date

AUTHORIZATION

I, _____, an employee of Sharpnack Auto Group, agree to return all Dealership property, including uniforms, keys, demos, Dealer plates, cell phones, iPads/tablets, laptops, and the Employee Handbook, within 5 days of my termination from the Dealership, whether voluntary or involuntary. I further agree to reimburse the Dealership for any property not returned and hereby authorize the Dealership to deduct the following amounts from my final paycheck(s) for any Dealership property not returned:

Uniforms not returned..... \$100.00 per uniform
Dealership keys not returned..... \$200.00
Dealership plates not returned..... \$25.00

I further authorize the Dealership to withhold from my final paycheck the actual cost of any property not returned that is not listed above.

I further authorize the Dealership to deduct from my final paycheck(s) any monies owed the Dealership for parts or service I received or any other indebtedness to the Dealership.

Employee Signature

Date

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

By my signature below, I acknowledge that on the date printed below, I was provided a copy of the Dealership employee handbook or electronic access to the Dealership employee handbook available online at _____. I understand that I am expected to read the entire handbook. I further acknowledge that if I am unable to access the handbook online, I can contact the Office Manager or Controller and request a hard copy of the handbook.

The information contained in the Employee Handbook has been prepared to give you a better understanding of your job at Sharpnack Auto Group and to give you a summary of the wages, benefits and personnel policies and programs of the Dealership. Although the Handbook reflects our current policies, it may be necessary, of course, to make changes will be made in writing, and no verbal modification of the policies reflected in the Employee Handbook will be effective.

If, in this Handbook, we have mistakenly said anything that is different from the actual provisions of the applicable benefit plan documents, the actual provisions of the benefit plan will govern. Further, the policies and statements contained in this Employee Handbook (and any future changes) are not considered as an employment contract. Instead, the Handbook serves the purpose of a guideline to help improve our mutual communications. Also, it should be noted that your employment is considered an “at will” arrangement, meaning that you may terminate your employment at any time and the Dealership has this same right. If you have any questions about any of the policies contained in the Handbook, please contact your supervisor or the Personnel Manager.

I acknowledge that I have received a copy of the Sharpnack Auto Group’s Employee Handbook. I understand that it is my obligation to read and comply with the policies and provisions contained within the Handbook. I further understand that if I have any questions about any policies or provisions, it is my responsibility to contact my supervisor or the Office Manager.

Employee (Print)

Date

Signature

Detach after employee signs and place in personnel file.