

TABLE OF CONTENTS

SECTION I:

About your Employment..... 2

Employee Hire Date 3

Employee Parking 4

Attendance 5

Performance 6

Dress Code and Uniforms 7-8

Conflict of Interest and Ethics (Gifts and Gratuities)..... 9-10

Outside Employment 11

Standards of Employee Conduct 12-13

Fraud, Dishonesty and False Statements 14

Solicitation/Distribution..... 15

Misrepresentation 16

Company Keys..... 17

Working on Cars..... 18

Misuse of Property..... 19

Trial Period..... 20

Your Supervisor..... 21

SECTION II:

Americans with Disabilities Act..... 23

Equal Employment Opportunity Policy 24

Employee Social Relationships..... 25

No Harassment Policy 26-29

Open Door Policy 30

SECTION III:

Internet/Intranet, Network, E-mail, and Online Social Networking Policies and Guidelines.....32
Social Media.....33-36
Use of Cellular Phones 37
Dealership Equipment Agreement..... 38

SECTION IV:

Safety 40-46
Security.....47
Housekeeping 48
Fire Prevention 49
Violence in the Workplace 50
Workplace Weapons Policy 51

SECTION V:

Vacation.....53
Manager’s Responsibility 54

SECTION VI:

Leaves of Absence..... 56
Bereavement Leave 57
Family and Medical Leave of Absence (FMLA).....58-63
Jury Duty Leave..... 64
Military Service Leave 65
Personal Leave of Absence 66
Continuing Health Insurance Coverage (COBRA).....67

SECTION VII:

Drug and Alcohol Policy 69
Smoking Policy 70

SECTION VIII:

Care and Operation of Customer Vehicles/Driving Record..... 72-73

Accidents in Customer or Company Vehicles..... 74

Dealer Plates..... 75

Demonstration Drives..... 76

Demonstrators..... 77

SECTION IX:

Confidential Information 79-80

Credit Bureau Reports 81

SECTION X:

Employee Discounts/The G-Plan..... 83

Employee’s Responsibility To Dealer.....84

Safeguard Procedures..... 85

Employee Acknowledgement of Handbook Receipt..... 86

SECTION I

ABOUT YOUR EMPLOYMENT

This employee handbook is meant to be helpful and informational for all Graham employees. **Neither this handbook nor any rules, regulations or policies contained in this handbook or otherwise explained to you constitutes an employment contract.** Everyone who works for the Company understands and accepts that he or she must conform to the rules, regulations and policies of the Company, and that employment and compensation can be terminated with or without cause, and with or without notice, at any time, at the option of the employee or the Company. If you do not wish to continue your employment with the Company, you may terminate your employment at any time and for any reason. The Company may do the same.

The contents of this Handbook constitute only a summary of employee benefits, personnel policies, and employment regulations in effect at the time of its publication. To ensure we are complying with the most current employment laws and best practice approach to maintaining a satisfying and productive work atmosphere, the Dealership reserves the right to modify or discontinue policies and procedures set forth in this Handbook. The most current version of the Handbook will always be available via the Graham Auto Group Intranet. This Handbook supersedes and replaces all previous handbooks, policies and practices of the Dealership.

EMPLOYEE HIRE DATE

Your first day of employment with the Company is referred to as your "employee hire date." This date will be used to determine the dates when you will become eligible for certain Company benefits.

EMPLOYEE PARKING

Parking is available for all employees in the designated employee parking area. Please do not park in the showroom area or in any place which would hinder a customer's ability to receive full and immediate attention. No storage of automobiles or long term parking is permitted. The Company accepts no responsibility for theft or damage to employee vehicles. See your supervisor for your assigned parking place.

ATTENDANCE

Attendance is very important to the smooth operations of the Dealership. Graham expects all employees to be present and on time every day. We do understand that, on occasion, an employee is sick or has other obligations that may conflict with your schedule. If possible, you must discuss the conflicting obligations with your direct supervisor in advance. If you are ill, you must notify your supervisor before your scheduled start time.

Excessive absenteeism will not be tolerated. If an employee is abusing the Attendance Policy, the employee's supervisor will discuss the problem with him or her. If the problem continues, further corrective actions, up to and including termination, may be taken.

PERFORMANCE

We expect every employee to follow the instructions of supervisors and other members of management. Every employee is expected to make every effort to learn his or her job and to perform that job at a satisfactory level. Any employee who fails to maintain a satisfactory level of performance is subject to termination.

Good performance includes not performing any unlawful activities, including but not limited to: fighting, threats, possessing any weapons, theft, using alcohol or illegal drugs, or any other activity which is prohibited by law.

DRESS CODE

It is the policy of the Company for all employees to maintain an appearance that appropriately represents the Company at all times. The following list attempts to clarify what is and is not appropriate attire. It is the responsibility of each employee to be aware of and consistently adhere to these standards of attire. If you question the appropriateness of a certain piece of attire, it probably is not appropriate. Requests for advice and assistance in administering or interpreting this policy should be directed to the General Manager and an Officer of the Company.

Monday - Friday

All clothing must be neat and clean. Proper grooming is also an important part of your professionalism.

Acceptable dress includes dress pants, dress twill or khaki slacks (no logos or rivets), dresses and skirts with a blouse, dress shirt, sweater, polo shirt with or without Graham logo, or jacket. Skirt lengths should be appropriate and professional. Sleeveless garments are acceptable as long as bras are not exposed either on the shoulder, or under the arm. Proper work shoes, including dress sandals (not sneakers), should be worn at all times.

Seasonal or Casual Saturday – with the approval of the General Manager or an Officer of the Company as long as a standard is kept to an acceptable level according to management and is a good reflection on company.

The following would be appropriate for Saturday's casual attire day. Denim jeans, casual slacks, Capri and crop. Twill or khaki slacks, polo shirts or blouses and sweatshirts with favorite team.

The following list is only a sample of those items that are inappropriate for the business environment:

Low ride slacks or jeans
Spandex/lycra or Leggings
Sweatpants, bike shorts, shorts,
cutoffs or shorts of any type.
Tank tops or halter tops.
Sundresses, spaghetti strap dresses or tops.
Flip Flops
Clothing choices that are too tight, short, low cut or revealing
Designs, phrases and/or expressions which may be considered offensive by other employees and/or guests.

In addition, there are to be no visible piercings, except for earrings, and no visible tattoos for those employees who may generally interact with or meet with the general public.

If questionable attire, including piercings or tattoos is worn/revealed on the Company premises, the employee will be counseled regarding the appropriateness of the attire, piercing, or tattoo and may be asked to go home to change the attire or to remove the piercing or cover the tattoo.

Repeated violation of this Dress Code in any manner will result in disciplinary action, up to and including termination.

The Graham Dealerships will make every effort to accommodate employees' religious or national customs that affect the way they dress in the workplace. Any request regarding the same will be considered on a case-by-case basis.

All employees that have been assigned logo apparel should familiarize themselves with the appropriate dress for the day.

UNIFORMS

The Company provides uniforms for certain parts and service employees. Graham will pay for half of the cost of the uniform. If issued uniforms, you are required to wear them at all times while on duty. No unapproved apparel may be worn with uniforms while on or off duty. Uniforms may only be worn on the job or while traveling to or from work.

Since you represent the Company while in uniform, your conduct and appearance should bring credit to the Dealership. You are expected to change and maintain your uniforms to ensure a sharp professional appearance at all times. If during the course of work, your uniform becomes unacceptably soiled, you may be required to change it in order to finish the work day. A clean uniform shows that you care about the quality of everything associated with your job.

CONFLICT OF INTEREST AND ETHICS

Employees are always encouraged to help obtain new business for the Company. However, Company employees are precluded from engaging in activities with any outside business organization or individual that does or seeks to do business with the Company which may result in personal benefit to the employee at the expense of the Company, or may influence the employee's decisions on matters involving the Company and the outside business organization or individual. If you feel that there may be a potential conflict of interest you are expected to discuss the matter with the General Manager or an Officer of the Company. Employees will refrain from anything in the course of business which would violate any local, state or federal law.

Except as noted below, no employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other item of monetary value that might influence or appear to influence the judgment or conduct of the employee in the performance of their job as outlined in this policy. The Company recognizes and respects each employee's right to privacy and to engage in personal activities outside the scope of employment. However, each employee also has an obligation to refrain from activities when an activity conflicts with the Company operations. The Company reserves the right to determine when an activity conflicts with the Company's interest and to take whatever action is necessary to resolve the conflict. If necessary, this action may include termination of employment.

- Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events, holiday baskets, etc.) as long as the gifts or favors have a market value under \$100.00, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee in our business. All gifts including clothing, trips and reward points that are received as a result of the Company relationship with the giver are the property of the Company. Employees may not request or accept any gift or gratuity of any kind from a customer or supplier, without the express authorization of the General Manager or an Officer of the Company. Any gift received that has a market value over \$100.00 or gifts of multiple quantities must be reported to the General Manager or an Officer of the Company. An example: It is acceptable for an employee to receive a jacket from a vendor. However, if the vendor were to give the employee 5 jackets it should be reported to the General Manager or an Officer of the Company.
- Unsolicited gifts that are sent to you and would violate this policy should be reported immediately to the General Manager or an Officer of the Company.
- Trips – If a free trip is offered to an employee for 1 day or longer, the employee must notify their manager before accepting the offer. The manager must report the trip to the General Manager or an Officer of the Company.

- Award Points – Any type of reward points must be forwarded to the General Manager or an Officer of the Company upon receipt.
- Rebates – Rebates of any type are to be forwarded to the General Manager or an Officer of the Company.
- Money – Under no condition is money to be accepted. This includes checks, money orders, gift cards, etc.
- No employee shall accept simultaneous employment with another firm unless approved by the General Manager and/or an Officer of the Company. In addition, no employee may establish or maintain an outside business and/or financial interest or investment in any such business that would result in any conflict of interest under this policy.

Employees may not give gifts of any value, to customers or others who do business with the Company. An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practice, does not violate any law or generally accepted ethical standards, and the public disclosure of facts will not embarrass the Company. Any questions regarding this policy should be directed to your department Manager.

Reporting Suspected Violations

Alleged violations of this policy and the basis for the allegations shall be communicated immediately and confidentially to the General Manager or an Officer of the Company. Disciplinary action will be taken against any employee who is engaging in any activity, transaction, or relationship that is adverse to the Company's interest. Failing to make disclosures required by this policy can result in immediate disciplinary action up to and including immediate termination.

An employee can be exempt from the restrictions of this policy with the approval of the General Manager or an Officer of the Company.

OUTSIDE EMPLOYMENT

Graham 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 Company.

The Company may require that you be entirely free at all times from engaging in activities that might injure the reputation of the Company or create a conflict of interest. Further, you cannot maintain, directly or indirectly, any outside business or financial interest, or engage in any activity which 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.

STANDARDS OF EMPLOYEE CONDUCT

A. Personal Conduct

Employees are always required to be professional. Customers and other employees expect professionalism and courtesy in their relationship with Graham.

Employees driving or who are passengers in a Company vehicle must act professionally at all times, avoiding any type of confrontation with other drivers, always wearing a seatbelt and obeying all traffic laws. Problems or concerns with a customer, co-worker or an assignment should be discussed with your immediate Manager or General Manager.

B. Standards of Employee Conduct and Corrective Action

The Company has established standards pertaining to employee conduct, performance, and responsibilities with the requirement that all employees 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 Company 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 Company.

Those who choose to act in an unprofessional manner will be subject to disciplinary action. The severity of the infraction will be determined and appropriate action will be taken, from verbal reprimand to immediate dismissal. All disciplinary issues will be addressed in the sole discretion of management.

It is impossible to list all violations of Company 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. The use of disciplinary actions does not alter an employee's at-will status with the Company.

- 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.
- Unacceptable levels of absenteeism or tardiness. Absence from a post or assignment while on duty without proper notification to employee's manager.
- Absence from work without notifying the Company or absence without an excuse acceptable to the Company, 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.
- Not meeting the standards required by management.
- Dishonesty, cheating, theft or misappropriation of property, time, or money of the Company, customer, or of any employee.
- Negligent or willful acts which result, or could result, in damage to the Company, Company property or equipment.
- Insubordination (refusal to follow any order given by an employee'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 employees; distracting other employees by unnecessary shouting or demonstrations; using obscene or abusive language to other employees, supervisors, management or customers.
- Gossip and the spreading of rumors are always inappropriate and should not be participated in. Whether true or untrue, gossip and rumors are never permitted and a co- worker's privacy should be respected.
- Refusing to leave the premise upon request.
- Immoral or indecent conduct reflecting adversely on the Company.
- Possessing weapons, ammunition, explosives, or firearms while on Company property.
- Knowingly altering the timesheet or timecard of another employee; having one's timesheet or timecard documented by another employee; any unauthorized altering of a timesheet or timecard.
- Altering Company records or documents without Company authorization.
- Making or assisting another person in making a video or audio recording of any conversation between employees, supervisors or officers of the Company, without first obtaining the express written consent of all parties to the conversation.
- Not permitting the Company to make an inspection of an employee's work area, garments, handbag, shopping bag, locker, automobile, etc., on Company premises.
- Failing or refusing to cooperate fully with an 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 Company.
- Refusing to submit to a drug or alcohol screening upon request or violation of any part of the Drug Testing Policy.
- Failing to accurately complete or to sign any Company notice, form, record or other document.
- Using the Company's equipment for personal use without management's authorization.

- **FRAUD, DISHONESTY AND FALSE STATEMENTS**

Falsification of any application, medical history, record, invoice, work order, warranty claim, time record, or any other document is strictly prohibited. No employee may sign the name of a customer to any document. If you observe any such violations, please report them to your supervisor or the General Manager or an Officer of the Company immediately.

SOLICITATION/DISTRIBUTION

Solicitation by an employee of another employee during the working time of either employee for any reason is strictly prohibited. Distribution of advertising materials, handbills or other literature is prohibited in all working areas at all times. Solicitation and distribution by non- employees is prohibited on Company premises at all times.

MISREPRESENTATION

Any employee who shall deliberately, materially misrepresent a product or service of the Dealership may be subject to discharge.

COMPANY KEYS

Keys for use on secured gates, doors, desks, file cabinets, vehicles and other Company equipment and property will be issued by management as needed. Employees will be required to return issued keys to your Supervisor when the nature of their job changes or when their employment is terminated. The unauthorized duplication of keys is a breach of Company security and will subject the employee to disciplinary action up to and including termination.

WORKING ON CARS

Any employee who deliberately performs substantial unauthorized work on a vehicle, claim that work has been done or parts replaced when such is not the case, or perform any other act of fraud or deceit may be subject to termination.

No vehicle can be worked on without an assigned repair order and no employee's vehicle can be worked on afterhours without supervision and management authorization.

MISUSE OF PROPERTY

Graham prohibits the misuse or use without authorization of the equipment, vehicles or other property of customers, vendors, and other employees of this Company.

TRIAL PERIOD

All employees undergo a 90-day trial period to assess your ability, potential and future with the Company. During this period you may decide whether or not our dealership is the place for you. By the same respect, the dealership also may use this time to evaluate the employee's attitude, performance, etc. and make changes if necessary.

YOUR SUPERVISOR

Your supervisor is your primary supervisor and is responsible for the performance of the department in which you work. You are required to adhere to your supervisor's instruction. In a situation where you and your supervisor disagree or need additional input, then you may use the Company's Open Door Policy to meet with the General Manager or an Officer of the Company.

SECTION II

AMERICANS WITH DISABILITIES ACT

Graham (the Company) is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the policy of the Company not to discriminate against any qualified employee with regard to any term or condition of employment because of the individual's disability or perceived disability as long as the individual can perform the essential functions of the job. The Company 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 Company's choice. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodation to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability provided that such accommodation does not constitute an undue hardship on the Company.

We want to ensure prompt and equitable resolution of any and all complaints regarding access to programs, services, benefits and employment governed by the Company. Informal discussions with one's Manager may be sufficient to address the issue. However, individuals who feel they have been discriminated against due to a disability may bring their complaint directly to the General Manager or an Officer of the Company.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Graham Auto Group is committed in policy and practice to providing equal employment opportunities for all applicants and employees based upon their training, experience and overall qualifications. Consistent with this commitment, discrimination against an applicant or employee based upon an individual's race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history) or any other condition or characteristic protected by law is strictly prohibited. This policy of non-discrimination applies to all aspects of the employment relationship, including recruitment, selection, placement, transfer, promotion, layoff/recall, termination, training, working conditions, benefits, and compensation.

It is the responsibility of every employee who witnesses or believes he/she has been subject to discrimination or harassment to report it immediately to a supervisor, Department Manager, Office Manager or the General Manager. All complaints of unequal treatment will be fully investigated and corrective action taken where appropriate. Violation of this policy will result in discipline, up to and including termination.

EMPLOYEE SOCIAL RELATIONSHIPS

Graham has no desire to intrude into the private lives of its employees. However, employees should be aware of our Company's commitment to providing a working environment free from sexual harassment and that the Company may face potential liability because any consensual romantic or sexual relationship between Company employees may ultimately change and result in an allegation of sexual harassment.

All employees are reminded of Graham's prohibition against unlawful workplace harassment. If any employee believes that he or she is the victim of unlawful harassment as the result of a romantic or sexual relationship, he or she is to follow the parameters of the Company's harassment policy/sexual harassment policy.

NO HARASSMENT POLICY

Graham Auto Group is committed in policy and practice to providing a work environment that is free of unlawful discrimination and harassment. Unwelcome conduct or comments based on an individual's race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history) or any other condition or characteristic protected by law or that of his/her relatives, friends or employees 1) which has the purpose or effect of creating an intimidating, hostile, or offensive work environment; 2) has the purpose or effect of unreasonably interfering with an individual's work performance; or 3) otherwise adversely affects an individual's employment opportunities will not be tolerated by Graham Auto Group. Harassment in any form, including sexual, verbal, physical or visual is prohibited.

Harassing conduct includes, but is not limited to:

- (A) Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history) or any other condition or characteristic protected by law;
- (B) Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history) or any other condition or characteristic protected by law, and is placed on the walls, bulletin boards, clothing or elsewhere on the employer's premises or circulated in the work place; and
- (C) Touching, hitting, pushing or other aggressive physical contact or threats to take such action.

Sexual Harassment

Sexual harassment is a subject that is often misunderstood and, as such, deserves special explanation. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. Rather, sexual harassment is generally defined as unwelcome sexual advances, requests for sexual favors and/or other verbal, physical, or visual conduct of a sexual nature, or based upon sex, which affects the terms and conditions of employment.

Such conduct is a violation of Graham Auto Group policies as well as federal and state law when:

- (A) Submission to the conduct is made either explicitly or implicitly as a term or condition of employment;
- (B) Submission to, or rejection of, the conduct is used as the basis for an employment decision; or
- (C) The conduct has a purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

Sexual harassment involves behavior that is not welcome, is personally offensive, fails to respect the rights of others, lowers moral, or otherwise interferes with work effectiveness, or creates a distasteful work environment. An employee may also be a victim of sexual harassment where sexual harassment is pervasive in the work place, even if no sexual harassment is directed specifically at that person. Sexually harassing conduct includes, but is not limited to:

- (A) Sexual proposition; stating or implying that sexual favors are required as a condition of employment or continued employment; preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct;
- (B) Physical conduct, such as touching, pinching, grabbing, kissing, patting or brushing against another person's body;
- (C) Sexually oriented or suggestive jokes, comments, teasing, sexually suggestive sounds, comments about a person's body, or questions about it, or discussions of another person's or one's own sexual experiences; or
- (D) Displays or distribution of obscene or sexually suggestive pictures, drawings, cartoons, graffiti, calendars, posters, or printed material.

Reporting Procedures

Any employee who feels they are being harassed (sexually or otherwise) by supervisors, co-workers, or non-employees should make it clear to the individual(s) that such behavior is offensive and unwelcome. In addition, any employee who has been the victim of, witnessed, or is aware of an incident of harassment, whether committed by a supervisor, co-worker, or non-employee, should immediately report the matter to his or her supervisor or the Department Manager. If your supervisor and Department Manager are unavailable or the employee believes it would be inappropriate to contact those individuals, the employee should immediately contact any other member of management.

Graham Auto Group considers unlawful harassment a serious matter and all reported

incidents will be thoroughly investigated and handled confidentially to the extent practical. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or have other relevant knowledge. The individual chosen to investigate a claim will be credible, unbiased and provide all parties an opportunity to tell their side of the story. Facts will be gathered in an impartial manner and will be made available only to those who need to know to further investigate and resolve the matter.

This policy also prohibits retaliation against an individual who in good faith utilizes the reporting procedures in this policy and/or participates in any investigation related to an allegation of prohibited harassment or discrimination. Retaliation includes disciplining, reassigning, lowering a performance appraisal or threatening or intimidating an employee because he or she complained about harassment or participated in an investigation concerning harassment. Keep in mind that speculation and gossip should be avoided, and that reputations and careers may be at stake.

Disciplinary and Responsive Action

If the results of the investigation reveal that an employee has engaged or is engaging in sexual or other unlawful harassment, he or she will be subject to disciplinary action up to and including termination of employment. Individuals who knowingly make false statements either in a complaint or while providing witness statements or testimony during an investigation will also be subject to disciplinary action including termination.

Our goal is to eradicate discriminatory or sexual harassment of any kind. The principle purpose of this policy is not to punish but to stop unwelcome conduct and promote a productive and professional work environment free from offensive and harmful behavior. The disposition of an investigation of a complaint made pursuant to this policy will be communicated to the complainant and the accused and appropriate action taken.

Responsive action taken after an investigation is completed may include sensitivity training, referral to counseling and/or corrective action (written warning, suspension or termination). If the outcome of the investigation is inconclusive (not enough proof to show by a preponderance of the evidence that harassment occurred), the Dealership may still take remedial action, such as sending out a Dealership-wide reminder of the anti-harassment policy or conducting management and employee training.

What You Must Do To Prevent Harassment

- Read this policy and know what it says. Live up to the letter and the spirit of the policy and encourage others to do the same.
- Know and live up to your responsibilities for a professional, business-like working environment. Your responsibilities are to:

- Conduct yourself in a professional manner report suspected harassment and unwanted, uninvited, unwelcome conduct as directed above
- Treat employees, customers, vendors, and visitors with dignity, sensitivity and respect

If you have any questions at all about this policy or anything related to it, please talk to the General Manager or an Officer of the Company. If he or she is unavailable, ask your question of any member of the management team.

OPEN DOOR POLICY

If you honestly believe that you have been harassed or not been treated fairly by a co-worker, your supervisor, or the Company, Graham has adopted a procedure to objectively investigate and decide the merits of your concern or complaint. If you have a problem, your supervisor's door is always open to you as the first line of communication. A frank discussion with your supervisor is usually the easiest and most effective way to deal with a problem. If the problem relates to a violation of the Equal Employment Opportunity Policy, the No Harassment Policy, or the Sexual Harassment Policy, and you feel uncomfortable discussing it with your supervisor, then you may alternatively go to the General Manager or an Officer of the Company.

If you feel that the problem was not resolved after a discussion with your Supervisor, the General Manager's and/or an Officer of the Company's door is open to you. In an emergency, you may request immediate attention. In most cases a meeting can be arranged within 24 hours. We are confident, however, that most disagreements can be settled within your own department.

SECTION III

INTERNET/INTRANET, NETWORK, E-MAIL, AND ONLINE SOCIAL NETWORKING POLICIES AND GUIDELINES

Graham provides various employees with an e-mail system, a network connection, and Internet and Intranet access. These policies and guidelines govern all use of Graham's network including Internet/Intranet access and e-mail system, whether for electronic mail, chat rooms, the Internet, news groups, electronic bulletin boards, or Graham's Intranet, and govern the use of and/or participation in online social networking by Employees of Graham.

Email System, Network, and Internet/Intranet Access

The e-mail system, network, and Internet/Intranet access are for official business only. Employees are not authorized to access the e-mail system, network, or Graham's Internet/Intranet for personal matters at any time. Furthermore, non-exempt Employees are strictly prohibited from accessing the e-mail system, network, or Graham's Internet/Intranet outside of normal work hours, as this could result in a violation of wage and hour laws.

All information created, sent, or received via the e-mail system, network, Internet, or the Intranet is the property of Graham. **Employees should not have any expectation of privacy regarding such information. This includes all e-mail messages and all electronic files. Graham reserves the right to, at any time, and without notice, access, read and review, monitor, and copy all messages and files on its computer system as it deems necessary.** When it believes necessary, Graham may disclose text or images to law enforcement or third parties without the employee's consent.

Use extreme caution to ensure that the correct e-mail address is used for the intended recipient(s). Employees are expected to produce messages that are effective and professional.

Any message or file sent via e-mail must have the employee's name attached. Personal e-mail accounts (such as Gmail and Hotmail, for example) are not permitted unless expressly authorized in advance, in writing, by the General Manager or an Officer of the Company. Alternate Internet Service Provider Connections to Graham's internal network are not permitted unless expressly authorized and properly protected by a firewall or other appropriate security device(s).

Files downloaded from the Internet must be scanned with virus detection software before being viewed or opened. Also, employees are reminded that information obtained from the Internet is not always reliable and should be verified for accuracy before it is used.

Employees may not use Graham's e-mail system, network, or Internet/Intranet access for any of the following:

Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.

- Sending, receiving, printing, or otherwise disseminating proprietary data, trade secrets, vendor information, supplier information, or customer information of Graham in violation of corporation policy or written agreements.
- Operating a business, referring business opportunities away from Graham or to a third party, soliciting money for personal gain, or searching for jobs outside Graham.
- Offensive or harassing statements or language including disparagement of others based on their race, color, religion, sex, sexual orientation, gender identity, age, national origin, veteran status, qualifying mental or physical disability, or any other characteristic protected by federal, state, or local laws.
- Sending or soliciting sexually oriented messages or images.
- Visiting sites featuring pornography, terrorism, espionage, theft, or drugs.
- Gambling.
- Engaging in any other activity in violation of local, state, or federal law.
- Unethical activities or content, or activities or content that could damage Graham's professional reputation.

Social Media

Employees are prohibited from engaging in "social media" while on Company time, property, or business, unless the employee has been hired by Graham to work directly in social media, unless the employee has the express written consent of the General Manager or an Officer of the Company to engage in online social networking, and unless the employee is engaging in social media in furtherance of Graham's business purposes during the employee's normal work hours. Non-exempt employees are strictly prohibited from using social media for Graham's business purposes outside of normal work hours, as this could result in a violation of wage and hour laws.

At Graham 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.

At the outset, Graham Auto Group would like to point out that all communications with customers should remain professional.

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.

There is no room for bigotry, prejudice, misogyny, or hatred in our company or on our associated social media feeds.

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.

Basically, if you find yourself wondering if you can talk about something that you learned at work - - don't.

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 Graham Auto Group."

Use of Trade Names on Social Media

We understand that employees may use social media to promote their work with our Dealership. However, employees are prohibited from using "Graham Auto Group", any Franchise logos, or other dealership information such as dealership address, website or phone number on their social media pages. Where Dealership contact information is requested, employees may share this information. If you have questions on what is acceptable, please contact a member of management.

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.

Graham Auto Group

Enforcement

Managers are responsible for ensuring that their employees follow these policies and guidelines. Any employee who learns of a violation of these policies and guidelines should notify their Manager, the General Manager or an Officer of the Company. Failure to comply with these policies and guidelines may lead to discipline up to and including termination and, if appropriate, the Company will pursue all available legal remedies. The Company also may report suspected unlawful conduct to appropriate law enforcement authorities. Note, however, that nothing in these policies and guidelines will be interpreted to limit or interfere with your rights under Section 7 of the National Labor Relations Act.

If you have any questions about these policies and guidelines, address them with your Manager, the General Manager or an Officer of the Company.

Amendments To These Policies And Guidelines

Neither these policies and guidelines nor any of its provisions may be changed, waived, discharged, or terminated orally. Any change, waiver, discharge, or termination of these policies and guidelines may only be effected by the issuance of a written document from Graham that specifically amends, waives, discharges, or terminates these policies and guidelines.

Use of Personal Cellular Phones

Employees are expected to limit their use of personal cell phones at work to business-related or non-working time and emergency situations. This applies to both incoming and outgoing calls, texting, social media, or app use. Unless being used for work purposes (i.e. photographing a vehicle), the camera/video application on your phone is not permitted at the Dealership. Employees should keep their cell phone on quiet mode/vibrate and be mindful of other employees while using their cell phone.

Again, Graham Auto Group would like to point out that all communications with customers should remain professional. Additionally, any texting by employees with customers should be done via the Dealership's approved texting platform. Employees are not permitted to text or call customers on their personal devices without prior express written consent from the customer and prior express consent from management.

Unless it is an emergency, employees should refrain from using their cell phone while in the presence of a customer. Please ensure that your friends and family are made aware of this policy and told that they may contact you through the Dealership in the case of an emergency. The Dealership will not be liable for loss of personal cellular phones brought into the workplace.

Employees are also prohibited from performing any mechanical service work while talking on a cell phone. We and our customers expect that you will devote your full attention to the work you are performing.

Possessing a cell phone or other device containing offensive material including but not limited to pictures or video on our premises can be a violation of our no harassment policy and grounds for discipline up to and including termination.

Any cellular phone issued to an employee by the Dealership is Dealership property and is to be used only for business-related reasons. The Dealership may regularly audit Dealership-issued cell phone use and expenses. Employees may be required to reimburse the Dealership for any unauthorized charges made on Dealership-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.

Dealership Equipment Agreement

Graham Auto Group has for most employees supplied a phone and/or computer. These “tools” are intended to be used for business purposes and are not intended for personal use. That being said, computers are not to be your personal photo album, juke box, or gaming station. Any type of files, pictures or information stored on any dealership computer is the property of the dealership and any of said files, pictures or information may not be removed from the dealership. In the event that an employee moves to a different location or department, depending on responsibilities your phone and/or computer may need to be moved.

Under no circumstances is an employee to move this equipment themselves. All equipment will be moved for you.

The following lists outline acceptable computer updates as well as actions deemed unacceptable.

Acceptable updates:

1. Windows
2. Java
3. Adobe
4. Silverlight
5. Avira
6. Malware bytes
7. LogMein

Do **Not** download any of the following:

1. any type of antivirus or spyware
2. tool bars such as yahoo, google, bing
3. LimeWire or any other “Sharing” programs
4. Firefox, Google Chrome, or any other type of web browser
5. Games
6. Screensavers (they hide bugs)
7. Registry editors

Persons found to not be in compliance with the above guidelines based on severity of infraction will be subject to verbal/written warnings and/or termination.

SECTION IV

SAFETY

Workplace Safety and Security

The prevention of accidents and maintenance of safe working conditions is the shared responsibility of the Company and its employees. The Company complies with all requirements of federal, state, and local safety regulations to ensure a safe work environment. Supervisors will provide employees with information on Company safety rules and requirements. Employees are expected to cooperate by familiarizing themselves with and obeying all safety rules and regulations.

The Company provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, voicemails, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or with another supervisor or manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

All employees working around potentially dangerous equipment or hazardous materials must use appropriate safety and personal protection equipment. Employees should check with their supervisor if they have any questions about the safety and personal protection equipment to be used.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations or who fail to report where appropriate or remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Safety and Hygiene in the Workplace

We strive to maintain a safe and healthful working environment for all employees. To do so, we count on you to keep your work area in good condition. In addition, we also rely on you to report to your supervisor if you observe what you consider to be an unsafe working condition or practice, or if you discover unsafe tools or equipment.

All employees working around potentially dangerous equipment or hazardous materials must use appropriate safety and personal protection equipment. Employees should check with their supervisor if they have any questions about the safety and personal protection equipment to be used. Below is a non-exhaustive list of hygiene and safety rules:

Several important hygiene rules are:

- Wash hands frequently, including after all restroom visits
- Regularly wipe down and disinfect commonly used areas and items
- As required, wear face masks or other required hygienic product
- Keep your work space and common areas clean

Several important safety rules are:

- All employees will undergo applicable safety training for their department.
- Always wear appropriate and required personal protective equipment, apparel and devices
- Never remove safety guards or devices from machinery
- Never use equipment unless trained and authorized
- Know where all fire extinguishers are located
- Keep areas clean and free of clutter and debris.
- Use proper lifting techniques
- Turn off equipment not in use
- Know location of safety data sheets (SDS)
- Use sound judgment in all activities

Employees who violate hygiene or safety standards, who cause hazardous or dangerous situations or who fail to report where appropriate or remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

Accidents, Injury, or Illness

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. All accidents, injuries and person or property damage accidents involving employees or guest on our premises must be reported immediately. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. If you become ill at work, you must notify your Manager before going home. It is your responsibility to complete any required Company accident reports or Worker's Compensation forms within 24 hours.

Immediately notify your supervisor if:

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

Any employee absent from work due to accident or illness may be required to provide the Company with a medical doctor's release to return to their regular job duties.

Employee Work Related Injuries and Illnesses Policy

Graham Auto Group strives to provide a safe and secure working environment for all employees. However, when a work related injury or illness occurs (i.e. injuries and illnesses that arise out of, or are incurred in the course of job related activities on behalf of the dealership, the dealership shall provide appropriate medical care and treatment to the injured worker through its Workers' Compensation program.

The Human Resources office is responsible for administering the dealership's Workers' Compensation program in accordance with the Ohio Department of Compliance, Department of Industrial Compliance regulations. Coverage is provided for all paid employees who are injured or become ill while acting within the course and scope of their duties per Ohio law. For further information on workers' compensation regulations and benefits, contact the Human Resources Director.

PROCEDURES

1. Reporting Procedures
 - a. Employees must report all injuries and work related illnesses, regardless of severity, to their supervisor and complete an Employee's Claim for Workers' Compensation Benefits form. This form will be provided to them
 - b. The employee or supervisor notifies the employee's emergency contact.
 - c. The supervisor will provide immediate first aid and/or offer transport to the appropriate medical provider, dependent upon the severity of the injury.
 - d. The supervisor completes a "Supervisor Report of Work Injury"; noting any first aid rendered and if outside medical treatment has been obtained.
 - e. The Supervisor's report is forwarded to Human Resources within 24 hours of the injury/illness.

Note: Injuries or illnesses that are not reported immediately may become impossible to verify. This could cause delays in obtaining workers' compensation benefits or the claim may be denied

2. Investigation of Work Related Injuries/ Illnesses

To prevent a recurrence of a work-related injury/illness, all parties must contribute to the investigation of the environment and circumstances which allowed the illness/injury to occur.

- a. Employee: The affected employee must provide accurate and detailed information to his/her supervisor.
- b. Witnesses: Any witness to the occurrence must provide all information they possess about the occurrence.
- c. Supervisor: The supervisor must examine all aspects of the occurrence including as applicable:
 - Had the employee been properly trained?
 - Were appropriate guards or warning signs in place?
 - Was appropriate personal protective equipment is use?
 - What environmental issues contributed to or created a hazard?
 - Were there unusual circumstances surrounding the event?
 - Had there been similar occurrences which did or did not result in injury/illness?
- d. The Human Resources Department's investigation shall include documentation of reports given by the employee, witness(es), and the supervisor, as well as concise description of the immediate environment and the equipment/articles related to the injury/illness.
- e. The Human Resources Department may conduct an additional investigation as needed to minimize probability of repeated occurrences.
- f. The Workers' Compensation carrier/third party administrator may perform additional investigations or record reviews as needed to establish evidence of liability.

3. Medical Treatment and Resumption of Work

- a. Minor injury: If the injury can be treated through application of first aid techniques either at the work location or through the designated BWC providers or pre-designated healthcare professional, the employee returns immediately to his or her normal duties.
- b. More serious injury: Employees, who experience an injury/illness which requires care beyond first aid, must be seen by the designated panel providers, unless they have pre-designated another provider. In case of serious or life-threatening injury, the Employee may opt to arrange transport to an Emergency Room. In this situation, Employer will call an emergency squad for transport.
- c. The healthcare provider advises of instructions to the employee and his supervisor on required follow up including directions to:
 - Return to work with no restrictions
 - Return to work with modifications

- Remain off work for a specified duration.
- d. The employee must return the report from their providers to their supervisor. If the healthcare provider has directed the employee to remain off work; the employee must notify their supervisor immediately by telephone and return the report as soon as possible.
4. Return to work with modifications:
- a. Conditions for Offering a Modified Duty Assignment:
- The employee is released to work, but the treating physician certifies that the employee is temporarily unable to perform some or all of his/her regular job duties.
 - An appropriate modified duty assignment is available.
 - The dealership would otherwise employ the employee had they not incurred the work-related injury or disease.
 - The modified duty assignment will be within the home department whenever possible. When this is not possible an assignment may be made in another department.
- b. Specifics of a Modified Duty Assignment
- A modified duty assignment cannot last longer than ninety (90) calendar days, in most cases.
 - A modified duty assignment should be substantially similar to the employee's regular job in regard to the hours/days (shift) worked.
 - Hours/days may be limited to meet the proscribed modifications.
 - While working in a modified duty assignment, the employee, in most incidences, receives the same base rate of pay received while working in his/her regular position, dependent upon hours worked.
 - A modified duty assignment in another department does not constitute a transfer to that position.
 - The employee's original department is responsible for an employee's salary and benefits while the employee is working in a modified duty assignment with another department.
 - If a modified duty assignment is provided in another department, that department shall report the hours worked to the employee's original employing department.
 - If a modified duty assignment is provided in another department, that department shall communicate any performance issues or new restrictions to the Human Resources Department and the Director, Risk Management.
- c. Conditions for Terminating or Changing an Assignment:
- Ninety calendar days elapse from the day the employee begins the modified duty assignment.
 - The employee's treating physician releases him/her to return to his/her regular

position.

- The employee is given permanent restrictions that prevent a return to the regular position. (A modified duty assignment shall be terminated within thirty days after the employee is given permanent restrictions.)
 - The modified duty assignment is no longer available, or other conditions require the department to terminate the assignment.
 - The employee's claim for workers' compensation is denied.
 - The employee terminates his/her employment or retires.
- d. Conditions for Extending Modified Duty for an Additional Ninety Day Period
- The employee remains unable to perform the duties of his/her regular position after the completion of a ninety-day modified duty assignment.
 - After working in a modified duty assignment, the employee returns to work at his/her regular position, but again becomes temporarily unable to perform the duties of the position.
 - The workers' compensation insurer recommends the extension.
 - Different tasks are assigned or the department where work is performed is changed.
- e. Procedure for Employees with Permanent Restrictions
- At such time as an employee's physical condition is deemed "permanent and stationary" and the condition requires permanent restrictions:
- The provider shall notify the Human Resources Department and the insurer.
 - Positions within the original department shall be evaluated to determine if the employee's permanent restrictions will allow him/her to fill a different position, and/or if the original job can be permanently modified to accommodate the restrictions.
 - Positions in other departments will be matched with the employee's skill set and permanent restrictions to determine if the employee could fill another position within the dealership.
 - Salary adjustments may be made to match the new skill set and position; however the new salary must be at least 85% of the pre-injury salary.
 - The duration of the new position must be at least 12 months.
 - If the employee refuses to accept the new position and salary, employment will be terminated.
 - The Human Resources Department shall coordinate activities with the Workers' Compensation insurer related to Vocational Rehabilitation when necessary.

4. Other Workers' Compensation Related Information

a. If the injury/illness was the result of the employee violating safety rules or engaging in unsafe or careless behavior, the supervisor, in consultation with Human Resources, must take appropriate action.

b. If an employee is claiming recurrence of a prior injury or illness, he or she must report the injury as stipulated above. When seen by the healthcare provider, he

must inform the provider of the prior injury. The provider shall determine whether the current condition is a new injury or re-injury.

c. The employee is responsible for keeping the supervisor informed of the status of his condition on a regular basis and must immediately inform his supervisor of any changes in his job duty modifications.

d. All medical appointments scheduled by the treating physician must be kept.

SECURITY

We expect each and every employee to protect our property as if it were his/her own and to report suspicious persons or actions to their manager. The Company assumes no responsibility for your personal property. Do not leave your personal valuables or Company valuables unattended. If your property is stolen, please advise your Manager immediately.

Theft, willful destruction or misuse of Company property or of another employee's property is grounds for immediate dismissal.

At all times employees are responsible for Company property entrusted to them. Any damage, loss or theft of Company property due to the employee's negligence or misuse is the responsibility of the employee. Employees will be required to reimburse the Company for repair or replacement of missing or damaged property.

Access to the building is limited to authorize personnel (employees scheduled for work and business visitors).

HOUSEKEEPING

A clean and orderly work area makes for a safer and more pleasant place to work. Good housekeeping and good work go hand in hand. Employees in all departments are asked to help keep their surroundings as neat and orderly as possible.

FIRE PREVENTION

We all have a common interest in doing everything we can to prevent damage by fire to the building and equipment. The burning of candles is strictly prohibited as well as space heaters. Please observe all other fire prevention rules.

Everyone should know the location and proper use of the nearest fire extinguisher. Employees are not expected to operate a fire extinguisher unless they have received appropriate training. When a fire extinguisher has been used, report it at once to your supervisor. Do not hang a used fire extinguisher back in place.

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

VIOLENCE IN THE WORKPLACE

Graham would like all employees to have a safe, productive, and healthy workplace. The Company continually strives to comply with all applicable employment laws and to develop and maintain the best policies and procedures conducive to such an environment.

Graham's policy prohibiting violence in the workplace is designed to minimize the exposure of employees, customers and other Company visitors to health and safety risks. To accomplish this objective, all employees are expected to work diligently to maintain safe and healthy working conditions and to adhere to proper operating practices and procedures designed to prevent workplace injuries and illnesses. Everyone at the Company must cooperate to satisfy this objective.

Additionally, Graham strongly believes that all employees should be treated with dignity and respect and, as such, has adopted a "zero-tolerance" policy for violence in the workplace. Acts of violence or threats of violence will not be tolerated. "Violence" includes but is not limited to the following: physical harm, shoving, pushing, harassment, intimidation, coercion, brandishing a weapon, threats of violence, talk of violence, or joking about violence. Whether an act constitutes violence in the workplace is at the sole discretion of the Company.

It is everyone's responsibility to prevent violence in the workplace. Any instance of violence must be immediately reported to the employee's supervisor and/or the General Manager or an Officer of the Company. Graham will promptly investigate any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate termination of employment.

WORKPLACE WEAPONS POLICY

The purpose of a policy is to ensure a safe environment for employees and guests. Graham prohibits all persons who enter Graham property from carrying a firearm or weapon of any kind onto the property that would not be used in the normal performance of their duties. This policy applies to all employees, visitors on the property, customers and contractors on the property. In addition, employees are prohibited from carrying a weapon while performing their jobs for Graham, unless such item would be used in the normal performance of their duties. This policy also prohibits weapons at any Graham sponsored function such as parties or picnics.

The only exceptions to this policy are police officers, security guards, or other persons who have been given written consent by Graham to carry a weapon on the property.

Prohibited weapons include all firearms, knives, metal or brass knuckles or clubs. If you have a question about whether an item is covered by this policy, contact any member of management. The Company property covered by this policy includes, without limitation, walkways, driveways, and parking lots under Graham's ownership or control. Graham vehicles are covered by this policy at all times regardless of whether they are on Company property.

Graham reserves the right to conduct searches for weapons by law enforcement on its property as deemed necessary by the Company to assure the safety of its employees, customers, vendors, and visitors. Refusal to permit a search may result in discipline up to and including termination. Failure to abide by all terms and conditions of the policies described above may result in discipline up to and including immediate removal from Graham premises, termination and legal action. Prohibited weapons will be removed from the facility and local law enforcement will be notified. If an employee becomes aware of anyone violating this policy, please report it to your supervisor immediately. **THIS POLICY SHALL NOT BE CONSTRUED TO CREATE ANY DUTY OR OBLIGATION ON THE PART OF GRAHAM TO TAKE ANY ACTIONS BEYOND THOSE REQUIRED BY EXISTING LAW.**

SECTION V

VACATION

EFFECTIVE JANUARY 1ST, 2017

After completing one year of employment with Graham, all full-time, regular employees are eligible for one week of vacation per year.

All full-time employees receive paid weeks of vacation (based on normally scheduled work week) per the schedules listed below.

With management approval and a proper notice of at least 72-hours prior to date requested, vacation time allotted to employees in each calendar year can be used at any time during that year.

VACATION ELIGIBILITY SCHEDULE

YEARS OF SERVICE

1 Year	1 Week
3 Years	2 Weeks
8 Years	3 Weeks
12 & Above	4 Weeks

CALCULATION OF VACATION TIME

Vacation pay is based on the employee's normal work week schedule. It can be taken in half day increments if permitted by the department.

The number of years of service is determined each year on January 1st and is based on the service anniversary the employee will celebrate in that year. For example, if an employee reaches three (3) years of service on June 10, 2017, two (2) weeks of vacation time will be available to the employee in 2017.

VACATION CALENDAR

The vacation year begins with the first full pay period of the calendar year and ends when the last pay period of the year ends.

If situations arise that are covered under another Graham policy (Funeral, Jury Duty, Military Leave, etc.), the terms and conditions of that policy are applicable.

Because we view vacation as a time for relaxation and rejuvenation, vacation pay in lieu of time off is prohibited. All vacation must be taken during each year as scheduled. Any vacation time remaining at the end of the year cannot be carried over to the next year and will be forfeited, except in unusual circumstance and with prior management approval.

In cases of termination of employment if the decision to terminate the employment is at the discretion of the employer (i.e. firing or reduction in work force due to job elimination) the employee may be paid all available vacation benefits as of the date of severance. Where termination is due to employee theft, damage to property or a similar violation no benefits will be paid.

In the case of an employee resignation with the proper two week notice the employee will be paid all available vacation benefits as of the date of severance, even if the employer does not require the employee to work the full notice period so long as the employee was available for the notice period.

In the case of employee resignation without notice or where the employee provides proper notice and fails to work out the full notice period where requested by the employer, the employee will forfeit all available vacation benefits in effect at the time of severance.

MANAGER'S RESPONSIBILITY

It is the responsibility of the manager to inform employees of the amount of vacation to which they are entitled. All managers are required to approve and track vacation time taken by their employees.

Managers are responsible for ensuring proper coverage when scheduling all vacations for their employees, including vacation time taken before and after a holiday. This is necessary in order to effectively meet the needs of our business and our customers.

SECTION VI

LEAVES OF ABSENCE

At some time during your employment, you may need a personal, medical, or family leave of absence. Leaves of absence are without pay and are available to all employees when needed. Any leave of absence should be discussed in advance, as well as with a written request, if possible, with your General Manager or an Officer of the Company. By doing this, the General Manager or an Officer of the Company will have time to evaluate your circumstances and the impact your absence will have on the Company.

BEREAVEMENT LEAVE

The Company 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 one year of continuous service:

Dealer grants regular, full-time employees up to three days of paid bereavement leave to an employee. For the purposes of bereavement leave, "immediate family" is the employee's spouse, parent, child, sibling, the employee's spouse's parent, child or sibling; the employee's child's spouse; grandparents or grandchildren, step-parents or step-siblings.

You should notify your supervisor immediately if you wish to take bereavement leave. Bereavement leave will normally be granted, unless there are unusual business needs or staffing requirements. With approval of your supervisor, you may use any available paid leave for additional time off: if necessary. Upon approval of bereavement leave, a "bereavement notice" must be presented to the payroll administrator for remittance.

You may be requested by the Company 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 General Manager or an Officer of the Company.

FAMILY AND MEDICAL LEAVES OF ABSENCE (FMLA)

The Federal Family & Medical Leave Act of 1993 (FMLA) as amended in 2013 requires employers with 50 or more employees to provide eligible employees with unpaid leave. There are two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

Eligibility for FMLA Leave. Employees are eligible for FMLA leave if they have worked for the Company for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Basic FMLA Leave. Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave in a rolling backward 12-month period for one of the following reasons:

- For incapacity due to the employee's pregnancy, prenatal medical or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter, or parent ("covered relation"), who has a serious health condition; or
- For a serious health condition that makes the employee unable to an essential function of his or her position.

Married couples. In cases where a married couple is employed by the same Company, the two spouses together may take a *combined total* of 12 weeks' leave during any 12-month period for reasons 1 and 2, or to care for the same individual pursuant to reason 3.

Military Family Leave. There are two types of Military Family Leave available.

- Qualifying exigency leave. Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies.

Leave may be used if the employee's spouse, son, or daughter, is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation. Qualifying exigencies may include:

- Short-notice deployment (up to 7 days of leave);
- Attending certain military events;
- Arranging for alternative childcare;
- Addressing certain financial and legal arrangements;
- Periods of rest and recuperation for the service member (up to 5 days of leave);
- Attending certain counseling sessions;

- Attending post-deployment activities (available for up to 90 days after the termination of the covered service member's active duty status); and
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by the Company and the employee.

Leave to care for a covered service member. Eligible employees whose spouse, son, daughter or parent is covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

There is also a special leave entitlement that permits employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

A covered service member is a current member of the Armed Forces, including a member of 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*; or a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness*.

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health conditions".**

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

Pay, Benefits, and Protections during FMLA Leave

Leave is unpaid. Family medical leave is unpaid leave (although employees may be eligible for short- or long-term disability payments and/or workers' compensation benefits under those insurance plans) if leave is taken because of an employee's own serious health condition (although employees may be eligible for short- or long-term disability payments and/or workers' compensation benefits under those insurance plans).

Substitution of paid time off for unpaid leave. In all cases any unused accrued vacation time will be applied and paid accordingly. In the event of a leave due to the serious health condition of the employee, an employee may be eligible for short-term disability pay. The balance of the leave will be unpaid.

The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Furthermore, in no case can the substitution of paid leave time for unpaid leave time result in the receipt of more than 100 percent of an employee's salary. An employee's family medical leave runs concurrently with other types of leave, i.e., paid vacation.

For leave taken for a qualifying exigency, an employee may elect or the employer may require substitution of paid personal, vacation, or family leave time for unpaid FMLA leave. The same rules apply as if the employee took FMLA leave to care for a family member with a serious health condition or for the birth or placement of a child.

For leave to care for a seriously injured or ill family member in the military an employee may substitute paid personal, vacation, family leave, sick, or medical leave time for unpaid FMLA leave. The same rules apply as if the employee took leave for his or her own serious health condition. The employer will not provide paid sick leave or paid medical leave in any situation in which the employer would not normally provide any such paid leave.

Medical and other benefits. During FMLA leave, the employer will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. If leave is unpaid, the employee must pay his or her portion of the premium by sending the Comptroller a check for the correct amount. An employee's healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee will be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

Return to job at end of FMLA leave. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Employee Responsibilities When Requesting FMLA Leave. If the need to use FMLA leave is foreseeable, the employee must give the Company at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

Whenever possible, requests for FMLA leave should be submitted to the Comptroller using the Request for Family/Medical Leave form available from the Comptroller.

When submitting a request for leave, the employee must provide sufficient information for the Company to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave.

Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. When an employee requests leave, the Company will inform the employee whether he or she is eligible under the FMLA. If the employee is, the employee will be given a written notice that includes details on any additional information he or she will be required to provide. If the employee is not eligible under the FMLA, the Company will provide the employee with a written notice indicating the reason for ineligibility.

If leave will be designated as FMLA-protected, the Company will inform the employee in writing and provide information on the amount of leave that will be counted against the employee's 12 or 26 week entitlement.

Medical certification. If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification.

Employees may obtain Medical Certification forms from Payroll Department. When the employee requests leave, the Company will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after the employee requests leave).

If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided.

The Company, at its expense, may require an examination by a second healthcare provider designated by the Company, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

The Company may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided.

Reporting While on Leave. If an employee takes leave because of the employee's own serious health condition or to care for a covered relation, the employee must contact the Company on the first Tuesday of each month regarding the status of the condition and his or her intention to return to work. In addition, the employee must give notice within 2 business days, if the dates of the leave change, are extended, or were unknown initially.

Intermittent and Reduced-Schedule Leave. Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the Company will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced-schedule leave, the Company may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and which has equivalent pay and benefits.

Additional Unpaid Leaves of Absence. An additional unpaid leave of absence may be granted to an employee at the sole discretion of the Company if the employee has been employed by the Company for at least 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 Company management. Unpaid leave may be granted upon presentation of satisfactory evidence of the need for leave and subsequent approval by Company management. Leave may be extended at the sole discretion of the Company 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 an employee's leave of absence, the Company will make an effort to return an employee to his or her former position or comparable position; however, the Company cannot

guarantee reemployment after the end of an employee's leave of absence unless otherwise required by law. In addition, the Company 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.

JURY DUTY LEAVE

We believe in community service. If an employee is selected for jury service, a leave of absence without pay will be granted upon presentation of the proper documentation concerning your call for jury duty service.

To reduce interruptions in work which may be caused by absence, an employee is requested to report promptly to management that he or she has been called for jury duty. Arrangements will then be made for approving an excused absence. Written confirmation from the court of your jury duty service is required in order for the absence to be excused. Employees are required to report promptly for work on any day they are excused to leave by the court if there are two (2) or more hours remaining of their regularly scheduled work time.

MILITARY SERVICE LEAVE

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

Employees of Graham who have short-term (i.e. no longer than two weeks) military reserve training obligations will be paid the difference between their military pay and their regular rate of pay. Employees who are absent on military leave for a longer period (usually no longer than five years) will be afforded every right and consideration as outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

Employees (who are not employed by Graham in a temporary position) in the uniformed services, whether voluntarily or involuntarily enlisted, are afforded protection in employment and reemployment upon completion of duty. You are not required to use vacation or personal leave for this military leave, but you may do so if you choose. A member of the uniformed service is granted leave under USERRA for active duty, active duty for training, initial active duty for training, full-time National Guard duty, absence from work for an examination to determine a person's fitness for any of the types of duty and for funeral honors duty performed by the National Guard or reserve members.

An employee is required to notify their Supervisor as soon as possible after notification of being called to duty (duty for any of the situations listed above) either in writing or verbally. If possible, a copy of your orders and an estimated return date should also be given to the human resource department.

If your military leave extends beyond 30 days, you and your dependents will be eligible to elect to continue health insurance for up to 24 months. You will be required to pay 102% of the cost of the premium.

USERRA provides time limits, based on length of military service, during which returning workers must apply for reemployment. Employees who fail to report within the specific time limits are subject to Graham's rules and practices dealing with unexcused absences, but would not necessarily lose all reemployment rights:

- Service less than 31 days – Employees must report at the beginning of the first regularly scheduled workday after release from service. Employees are allowed, however, a “reasonable” amount of time to arrive back at their residences, rest and travel to their place of employment.
- Service from 31 days to 180 days – Employees must report no later than 14 days following completion of service.
- Service over 180 days – Employees must report no later than 90 days after completion of military service.

Please contact your Supervisor if you have any questions concerning a military service leave.

**PERSONAL LEAVE OF
ABSENCE**

A leave of absence for personal reasons must be approved by the General Manager or an Officer of the Company and can be granted for a maximum of 90 days.

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 Company in order for your spouse or dependents to exercise their option of continued coverage.

SECTION VII

DRUG AND ALCOHOL POLICY

Substance Abuse Policy

The Company will not tolerate any drug or alcohol use which could imperil the health and well-being of its employees or customers or threatens its business or reputation. We are committed to providing our employees with a safe, healthy and productive environment by maintaining a drug free workplace.

Those who abuse drugs or alcohol pose a serious threat to the health and safety of themselves, their co-workers, customers, and the general public and adversely affect the efficiency and productivity of the Company. We require that every employee be free of alcohol or drug abuse. Whenever we suspect that an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs, or that an employee may have contributed to a serious accident, the Company may require the employee to submit a urine and/or blood sample for alcohol and/or drug testing.

All employees will be screened for drugs and alcohol promptly after an accident where there is a reasonable possibility that drug or alcohol use could have or was likely to have contributed to the reported injury or incident. Be advised that the results of the drug screen/chemical test or the employee's refusal to submit to a drug screen/chemical test or attempts to alter drug screen/chemical test results may affect the employee's eligibility for Worker's Compensation benefits and may result in immediate termination.

Under our program, the following actions are prohibited, and will result in discipline up to and including termination:

- Being under the influence of, or use, possession, or sale of illegal drugs or drug paraphernalia, controlled substances, abuse of prescription drugs or alcohol (including the presence of these substances in an employee's system), actual or attempted, while on Company premises, operating a Company vehicle, or on Company business, or at any time during work hours.
- Use of alcohol off Company premises or possession, use, manufacture, distribution, dispensation or sale of illegal drugs, prescription drugs or controlled substances off Company premises, where that conduct adversely affects the employee's attendance, work performance, the employee's or others' safety at work, or the Company's reputation in the community.
- Testing positive for alcohol/drugs.
- Refusing to submit to an alcohol/drug test.

SMOKING POLICY

Graham is a smoke-free environment and smoking is prohibited, except in designated areas. Smoking is not only a hazard to smokers; it is also a health risk to others.

Smoking is prohibited in all areas of the Dealership property; including but not limited to conference and meeting rooms, lunchrooms, restrooms, waiting areas, hallways, stairways, parking lots, satellite buildings and all vehicles. Enforcement:

- Any employee observing a person smoking in a prohibited area should politely inform the offender that the area is a nonsmoking area. The supervisor in charge should be informed of situations of noncooperation.
- Employee problems regarding smoking in work areas shall be resolved at the supervisory level, if possible. Otherwise, such problems shall be resolved by the General Manager or an Officer of the Company, in accordance with this policy. A written warning is to be issued on an initial violation. A second violation is grounds for termination.
- Company policy is to promote good health among employees as well as provide a safe working environment. Based on the expressed interest of employees to prohibit smoking in the workplace, smoking is banned in all Company facilities and vehicles.
- Employees may not smoke in public, e.g., in front of visitors, outside the front door.
- In an effort to assist Employees to quit smoking, you may obtain information regarding smoking cessation programs from the Payroll Department. Employees who stop smoking through the use of one of these programs and do not resume smoking for 6 months may request the Company to reimburse them for the fees for the stop smoking program. The Employee must submit to any reasonable testing to verify the claim. In its sole discretion, the Company after receiving confirmation that the employee has ceased smoking, may reimburse the employee for the requested fees.

A Clean Air/Smoking Restriction Policy has been adopted to protect the health of employees and to avoid conflicts between smoking and no-smoking employees. Smoking is prohibited throughout our buildings, regardless of their location, including all indoor work areas and enclosed areas with three or more sides and a roof. Smoking is permitted outdoors provided smoke does not enter an indoor area. No smoking signs have been posted to all entrances and employees, customers, vendors, and all other visitors are prohibited from smoking inside the building.

Violation of this policy may result in disciplinary action up to and including immediate termination.

SECTION VIII

CARE AND OPERATION OF CUSTOMER AND COMPANY VEHICLES

While a customer's vehicle remains on Dealership property, we all must accept responsibility for its care and treatment. We expect our employees to treat every customer's car with extreme care.

Employees may operate customer vehicles only for the purposes of appraisal, service, diagnosis, and quality control. Should you determine the care requires more than 30 minutes of road testing for diagnosis or quality control, you must clear the procedure with your manager. The customer's vehicle may never be used for any other purpose.

There are a few common sense rules that keep us from upsetting our customers:

- Do not play the radio, except to repair it;
- Do not change the radio station;
- Do not smoke or eat in a customer's vehicle at any time;
- Do not drive the vehicle for personal business of any kind;
- Do not remove any customer property from the vehicle;
- Only essential authorized employees may operate or ride in customer's vehicles.

Since customer satisfaction is essential to the continued success of our Company, these rules must be strictly followed.

Employee must have valid driving privileges and meet financial responsibility/insurance requirements. If Employee loses either, then it must be reported immediately to a supervisor and Employee must NOT drive a Company or customer's vehicle under any circumstances.

DRIVING RECORD

All employees who possess a driver's license must maintain a driving record satisfactory to both the Company 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.

Any employee who is required, in the course of his or her job duties, to drive a Company vehicle must have a valid driver's license from the State of Ohio. For those employees assigned a demonstrator vehicle, a demonstrator agreement must also be on file. The Company or the Company's insurance carrier may request any employee's driving record from the Ohio Motor Vehicles Department at any time. Due to the nature of our business, and the fact that we may need any licensed employee to drive a Company vehicle, employees who are determined by our insurance carrier to be uninsurable may be terminated.

Only authorized employees may operate customer or Company vehicles. Any employee operating a vehicle must be 21 years of age and have a valid driver's license appropriate for the vehicle that he or she is operating.

Employees are required to wear seat belts when they are operating a customer or Company vehicle.

An employee will not be allowed to continue to operate a customer or Company vehicle or conduct business in their own vehicle if the employee is convicted of any one of the following:

- DWI or DUI at any time for any employee;
- Invalid driver's license for anyone who may, at any time, need to drive a Company or customer's vehicle;
- For drivers of Company vehicles, three moving violations in the last three years or a conviction for reckless driving at any time;
- For non-drivers, five moving violations in the last three years.

If there are multiple violations of the above, or if the violations are significantly severe, the employee may be subject to termination.

Any employee whose job duties include the operation of vehicles who is cited for DWI or DUI, reckless driving, or for any other moving violation shall report that fact to his or her supervisor immediately. An employee is also required to notify his or her manager if his or her license is suspended or revoked for any reason.

If any employee receives a traffic citation, while operating a customer or Company vehicle, the employee will be responsible for paying any fine or penalty.

Any employee's continued permission to drive Customer or Company vehicles will also be determined based on periodic reviews by our insurance company. Any employee who becomes uninsurable for purposes of the Company's business will be required to execute an exemption form and, depending on the seriousness of the offenses, be terminated.

Personal use of any Company car for vacation purposes must be authorized by the General Manager or an Officer of the Company.

ACCIDENTS IN CUSTOMER OR COMPANY VEHICLES

Should damage be noted on any customer or Company vehicle, your supervisor should be notified at once. Any employee who damages or otherwise alters a Company vehicle, willfully or through negligence, will be subject to termination if any negligence on the part of the employee has caused the accident or it is the second such incident. All vehicles should be driven in a law abiding manner.

All vehicular accidents must be reported at any time they occur to the local law enforcement officials. The employee involved is responsible for providing the Company with a copy of the police accident report within 48 hours of the accident.

All vehicular accidents also must be reported to your supervisor immediately. Accident report forms are available in the Business Office.

The Business Office will process all vehicle accident claims with the insurance company. Failure of the employee to complete the accident report form may result in disallowance of a claim concerning personal accident liability and property damage.

Customer vehicles on Company premises are our responsibility. Any damage to a customer vehicle that is deliberate or the result of negligence will be the responsibility of the involved employees.

DEALER PLATES

Personnel who are issued dealer plates are solely responsible for them and will comply as follows:

- a. Pay for all parking tickets booked to their specific number.
- b. In the event of loss, report time, date, plate number to the Supervisor or General Manager or an Officer of the Company police within twenty-four (24) hours.
- c. Are responsible for cost of replacing dealer plate/plates.
- d. Will not lend dealer plates to anyone.
- e. Will not use dealer plates for any reason other than dealership business.
- f. Will not use dealer plates on any privately owned vehicle.

DEMONSTRATION DRIVES

Sales personnel will accompany customers on all demo drives. **Under no circumstances** will a customer be allowed to drive without being accompanied by a salesperson without management's approval. There is no smoking on a demo ride. Before a salesperson accompanies a customer on a demo ride, the salesperson must request the customer's driver's license. Seat belts and shoulder harnesses must be worn at all times by the driver and all passengers during vehicle operation. All vehicles are to be driven in accordance with the law.

DEMONSTRATORS

Assigned demonstrators are always for sale, and must be on the premises whenever you are on floor duty. They must be kept clean, litter-free, and in good condition so as to impress customers. **Do not** store personal possessions in the demonstrator at any time. All demos are to be available during working hours for demonstration by any sales person. Do not eat, drink, or smoke in any demo. Seat belts and shoulder harnesses must be worn at all times by the driver and all passengers during vehicle operation.

The demonstrator assigned to you may be driven home at nights and on weekends:

- a. To check the operating condition of the vehicle, to provide security, and to allow you to become familiar with it.
- b. To be on call for your customers while you are at home. It is not provided for your personal use without prior approval by the Company.
- c. To show to your friends, neighbors, and acquaintances and provide a "high visibility" for our products.

No out of state travel is permitted in a demonstrator.

You are responsible for all of the equipment on the demonstrator (spare tires, jack, etc.) as well as for ensuring that the regular servicing and checks are performed. You must pay any taxes imposed as a result of personal use of demonstrators.

Exceptions to this policy are permissible only with the approval of the General Manager or an Officer of the Company.

SECTION IX

CONFIDENTIAL INFORMATION

The protection of confidential business information and trade secrets is vital to the interests and the success of the Company. Such confidential information includes, but is not limited to, the following examples:

- Customer transactions
- Lists of actual or prospective customers
- Financial information
- Pending projects and proposals
- Research and development strategies
- Data processing and computer programs and operations
- Marketing and sales strategies
- Personnel information and data (including payroll information)

All inquiries regarding a current or former employee of Graham must be referred to and responded to by the Payroll Department. In response to an external request for information, the Payroll Department will furnish or verify only the employee's name, dates of employment, job title, and department. No other information about the employee will be provided unless required by law or the employee authorizes in writing that the Company furnish additional information. It is the policy of the Company not to provide letters of recommendation.

Media inquiries and inquires of a general nature should be referred to the General Manager or an Officer of the Company.

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

Employees are not permitted to access and/or use customer information for non-business purposes.

Graham is the legal and rightful owner of all innovations, inventions, and any other patents produced by employees during Company time or through the use of Company resources and facilities. Employees shall disclose any inventions, innovations and patents developed or obtained as the case may be. Employees shall not apply for or obtain a patent other than in the name of the Company without the Company's prior written consent. Graham considers it everyone's responsibility to respect and maintain the confidentiality of customers, fellow employees and visitors. Sensitive and private

information is the sole property of Graham. Attempting to use private information for your own purposes outside of Company business is a violation of our confidentiality policy and will be perceived as theft.

Employee also agrees and understands that upon termination of the relationship or upon the written request of the Dealership, whichever is earlier, to promptly deliver to the Dealership all records, notes, and other written, printed or tangible materials in the possession of the individual, pertaining to the Confidential Information.

CREDIT BUREAU REPORTS

No employee may order a credit report on any customer unless the customer has signed a credit application authorizing the credit report. If the customer intends to use a co-signor, the co-signor must also sign a credit application before a credit report is ordered. A credit report may not be ordered on any employee, even with a signed authorization, except for the purpose of employment or a vehicle purchase.

SECTION X

EMPLOYEE DISCOUNTS/THE G-PLAN

All employees are encouraged to use Graham's products and services. Depending on availability and the sole discretion of the appropriate department manager, the following discounts are available to full-time employees who have been with the Company for at least 180 days. These discounts are available only to our employees for their personal use and cannot be used by or for friends or relatives of the employee. The benefits are not available when an insurance company or third party is paying for the service or part. Under no circumstances may these discounts be used for personal profit or to compete with the Company.

- | | |
|------------------|---|
| 1) Service | 40% off labor (specials not included) |
| 2) Parts | Cost plus 10% |
| 3) New Vehicles | The "G-Plan" (See Plan Below) |
| 4) Used Vehicles | General Manager's or an Officer of the Company's discretion |

THE G-PLAN

This plan entitles the employee of Graham Auto Group to purchase a new vehicle at invoice minus 2%. You are also entitled to all factory rebates. Each employee is entitled to 4 purchases a year under this plan. Eligible relatives are:

- Spouse
- Parents
- Sons
- Daughters
- Sisters
- Brothers

EMPLOYEE'S RESPONSIBILITY TO DEALER

All Employees agree to return all Dealership property, including uniforms, keys, demos, dealer plates, cell phones, iPads, or other dealership issued property, 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 Dealership to deduct the necessary amounts from my final paycheck(s) to cover the actual costs for any Dealership property not returned or damaged.

Employees further authorize the Dealership to deduct from their paycheck(s) any monies owed the dealership for cash advances, insurance deductibles or repair bills for damage to company property, parts or service I received from dealership or any other indebtedness to the Dealership.

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.

It is imperative that all employees safeguard all documents containing customer information.

EMPLOYEE ACKNOWLEDGMENT OF HANDBOOK RECEIPT

This Employee Handbook has been designated as a source of information about the Graham Dealerships, its philosophy, policies, procedures and the benefits of working there. This Handbook is not, and is not intended to be, a contract of employment either expressed or implied, or a guarantee of benefits. The Company has reserved the right to change this Handbook unilaterally at any time it finds necessary to do so. If at any time you are unclear about any of the Company's policies or work rules, please talk to your supervisor.

By signing below, I acknowledge that I have received a copy of the Employee Handbook and understand my obligation to familiarize myself and comply with the policies and procedures set forth therein. I also understand and accept that I must conform to the rules, regulations and policies of the Company, and that employment and compensation can be terminated with or without cause, and with or without notice, at any time, at the option of myself or the Company. I, therefore, understand that I may terminate my employment at any time and for any reason and that the Company has the same option. Finally, I understand that no manager or other representative of the Company, other than the President, has the authority to enter into an agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.

I also acknowledge that I have had an opportunity to read the Company's drug and alcohol policy contained in the Handbook and hereby state that I fully understand and accept this policy as a condition of my employment. I further understand that violation of this policy will subject me to discharge.

Employee's Signature Date

Supervisor's Signature Date

General Manager's or an Officer of the Company's Signature Date

DUTRO

DOWNTOWN ZANESVILLE



LINCOLN



GRAHAM



Auto Mall