

EMPLOYEE HANDBOOK

JIM BUTLER



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JIMBUTLER **AUTOGROUP**.COM

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March 1, 2021

Dear Employee:

Welcome to Jim Butler Auto Group (“Company”). We are glad that you are part of the JimButler family. We think you will find your work here to be challenging and rewarding.

The importance of your contribution cannot be overstated. Our goal is to provide the finest quality products and services to our customers. By exceeding our customers’ expectations, they will continue to do business with us and recommend us to others. You are an important part of this process. Your work directly influences our organization’s reputation.

Our family includes all Employees working in any of our groups including all the Jim Butler businesses: Chevrolet, Linn Chevrolet, Linn CDJR, FIAT, Maserati, Alfa Romeo, KIA, Centralia, driveBLACKTIE and Outlet. We provide our Employee Handbook (“Handbook”) to all Employees at the outset of employment. Please take the necessary time to read it.

Starting a new career is exciting and we want to give you the tools you need to succeed. We developed this Employee Handbook to help you get acquainted with our Company. Hopefully, it will answer many of your employment related questions, now, and in the future. In addition, this Handbook will provide an important guide to the Company’s expectations of all Employees. This Employee Handbook explains personnel policies, Employee responsibilities and benefits, as well as the specific opportunities that exist for you within our organization. However, do not hesitate to speak to me or other members of management if you have any questions about the Employee Handbook or our policies.

We look forward to having you as part of our team.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brad Sowers', written in a cursive style.

Brad Sowers
President Jim Butler Auto Group

OUR VALUES

Jim Butler Auto Group is committed to being one of the most successful retailers by adhering to the following values:

Commitment to Customer Enthusiasm

We continually exceed the expectations of internal and external customers for products and services that are world leaders in cost, quality, and customer satisfaction. Our customers know that we really care about them.

Commitment to Excel

There is no place for mediocrity and half-hearted efforts at our Company. We accept responsibility, accountability, and authority for overcoming obstacles and reaching beyond the best. We choose to excel in every aspect of our business, including return on investment.

Teamwork

We are dedicated to singleness of purpose through the effective involvement of members, suppliers, dealers, neighbors, and all other stakeholders. A fundamental tenet of our philosophy is the belief that effective teams engage the talents of individual members while encouraging team growth.

Trust and Respect for the Individual

We have nothing of greater value than our people! We believe that demonstrating respect for the uniqueness of every individual builds a team of confident, creative members possessing a high degree of initiative, self-respect, and self-discipline.

Continuous Improvement

We know that sustained success depends on our ability to continually improve the quality, cost, and timeliness of our products and services. We are providing opportunity for personal, professional, and organizational growth and innovation for all Employees.

It is the little things that we all say and do each day that can set us apart from our competition. The following is a list of these "little" things:

1. **Smile-** A radiant smile and personality is very contagious. Our customers and Employees will feel it and return the gesture.
2. **Always acknowledge a customer, whether or not the customer is directly assigned to you, and regardless of your position. All customers should be greeted in passing, "Hello. How are you? Do you need any assistance?" Practice the 10 ft. rule – always greet anyone you come within 10 ft. of.**
3. **Escort a customer to the location that they desire in the facility. If they are seeking assistance outside your level of responsibility, personally escort them to an Employee that can help them.**
4. **All customers should be helped in a timely manner. Any phone call to the retail facility must be answered within three rings. Any conversations among Employees should be immediately ceased when a customer needs assistance.**
5. **Profanity of any kind is not to be used. It is neither professional nor respectful.**
6. **Honor your commitments. If you make a promise, keep it.**
7. **Always show empathy for our customer. You never know what they are going through in life. It is our job to remain calm and focus on satisfying the customer.**
8. **Guests should always be acknowledged when leaving the facility. Say, "thanks for stopping by" or "have a nice day."**
9. **Irritability, anger and bad attitudes should be left at the door.**
10. **Effective communication is everyone's responsibility. If you have an issue, take it to the source. The grapevine method of conflict resolution is inaccurate, dishonest, and only helps to aggravate the issues.**
11. **Recognize that an error represents an opportunity for improvement.**
12. **Do not let the negative energy of others adversely affect you.**
13. **Do not interrupt a fellow Employee who is with a guest.**
14. **Treat others as you wish to be treated. Put yourself in someone else's position when analyzing a situation.**
15. **Give customers the right of way when walking through the facilities and while driving on our lot.**

INFORMATION ABOUT THIS HANDBOOK

Each Employee will be issued a copy of this Handbook. In addition, a copy will be made available on the company intranet or through Human Resources. This edition supersedes any handbooks that we have previously issued.

In all cases the term Jim Butler Auto Group or "Company" is used as a reference in this Handbook to all the Jim Butler businesses: Fenton Chevrolet, Linn Chevrolet, Linn CDJR, FIAT, Maserati, Alfa Romeo, KIA, Centralia, drive BLACKTIE and Outlet.

Neither this Handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. The Company adheres to the policy of employment at will, which permits the Company or the Employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the owners, may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a writing signed by BradSowers.

This Handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this Handbook, with or without notice. At no time does the Company intend to violate federal, state or local law and therefore, the company will always defer to any federal, state, or local law that is richer than the policy contained within the handbook.

This Handbook is subject to the terms of any applicable collective bargaining agreement.

GOVERNING PRINCIPLES OF EMPLOYMENT

Employment at Will

Employment with the Company is on an "at-will" basis and is for no definite period. Employment with the Company may, regardless of the date or method of payment of wages or salary, be terminated at any time by either the Company or the employee, with or without cause or notice. No one, other than the Company President has the authority to alter the at-will status of your employment or to enter into any employment contract for a definite period of time. Any such agreement altering the employment-at-will status must be in writing and signed by the Company President. This Handbook applies to all Employees of Jim Butler Auto Group. Those who are part of a collective bargaining unit, though, should first refer to their union contract (i.e., applicable benefits).

Equal Employment Opportunity and Accommodations

Jim Butler Auto Group is an Equal Opportunity Employer that does not discriminate on the bases of actual or perceived race, creed, color, religion, national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state, or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, Employee activities and general treatment during employment. If you feel there has been a violation of this policy, you should immediately contact the Company President, or the HR Manager.

Every employee is responsible for assisting the Company in the implementation of this policy and every employee is expected to adhere to this policy not only in practice, but also in spirit.

Jim Butler Auto Group will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified Employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let your manager know.

The Jim Butler Auto Group will endeavor to accommodate the sincere religious beliefs of its Employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to your manager.

Any Employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of your manager. The Company will not allow any form of retaliation against individuals who raise concerns about equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All Employees must cooperate with all investigations.

Anti-Harassment Policy and Policy Against Sexual Harassment

It is the Company's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sex (including pregnancy, gender and gender nonconformity), sexual orientation, age or any other characteristic protected by federal, state or local law. The purpose of this policy is not to regulate our Employees' personal morality, but to ensure that the workplace, is free of discrimination and harassment. Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status. The Company will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with a person's work performance, or that creates an intimidating, hostile or offensive working environment. Prohibited harassment includes, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his/her protected status. In keeping with this commitment, we will not tolerate harassment of any employee by any person, including any manager, supervisor, co-worker, customer, client, vendor, or any other third party.

Sexual Harassment Prohibited

It is the Company's policy to prohibit harassment of any Employee by any Supervisor, Employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all Employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an Employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and uncomfortable working environment.

The Company expressly prohibits sexual harassment or sexual misconduct of any kind. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex, constitutes sexual harassment if:

1. Submission to the conduct is an explicit or implicit term or condition of employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision.
3. The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

All employees of the Company are responsible to help ensure that a workplace free of harassment is maintained. An employee who believes that he or she has experienced or witnessed any type of harassment is asked to immediately notify their immediate supervisor or the Office Manager.

If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level Supervisor in his or her reporting hierarchy.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All Employees must cooperate with all investigations.

A non-Employee that harasses an Employee in the workplace will be informed of Jim Butler Auto Group Inc.'s policy, and appropriate action will be taken. In all cases, we will make follow-up inquiries to ensure that the harassment has not resumed.

Remember: Do **not** assume that Jim Butler Auto Group is aware of harassment. It is your responsibility to report incidents that you may be aware of.

Tobacco Free and Non-Smoking Policy

We wish to provide Employees with a pleasant, healthy work environment. Therefore, we have chosen to make our facilities tobacco free and smoke-free, including e-cigarettes or vapes. Employees who desire to smoke or use tobacco products must do so during lunch and rest breaks in the designated area outside of each facility.

Please make sure to dispose of cigarette butts in the proper containers. Customers' cars, as well as any Company owned vehicles, must remain smoke and vapor free. No smoking is allowed by Company Employees in any Company vehicle under any circumstances. Excessive or lengthy smoke breaks may cause productivity issues and may be a violation of our time and attendance policy, as such they could be subject to disciplinary action.

Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our Employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all Employees and other individuals who perform work for the Company.

Jim Butler Auto Group mandates drug testing at the time of hire for all new Employees. We also reserve the right to conduct drug testing, by a certified laboratory, based on reasonable suspicion of use by our Employees. The Company specifically reserves the right to institute mandatory and/or random testing for drug use at any time. If an Employee refuses such testing, or tests positive for alcohol, an illegal drug or using prescription drugs illegally, they will be subject to disciplinary action, up to and including discharge. Below are additional guidelines of our policy. They are not meant to be all-inclusive.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an Employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the Employee or individual to report to work in writing before reporting to work. Violation of this policy will result in disciplinary action, up to and including discharge.

The sale, possession, transfer, manufacture, or purchase of illegal drugs on Company property or while on duty is strictly prohibited. Such action will be reported to the appropriate law enforcement officials.

Prescription drugs may only be brought on Company property and used by the person for whom they are prescribed. Such drugs must be used only in the manner, combination, and quantity prescribed and only if Employee can safely and competently perform work.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, Employees may not request an accommodation to avoid discipline for a policy violation. We encourage Employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Company Employee, including themselves. Employees must notify the Company within five calendar days if they are convicted of a criminal drug violation in the workplace. All Employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the Company. Any Employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge. At the discretion of the Company, any Employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Company's satisfaction in an approved drug assistance or rehabilitation program.

Workplace Violence

The Company is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to Employees and damage to Company and personal property.

We do not expect Employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage Employees from engaging in any physical confrontation with a violent or potentially violent individual.

However, we do expect and encourage Employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over- resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company Employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, Employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the Employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All Employees must cooperate with all investigations. No Employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If an Employee is the recipient of a threat made by an outside party, that Employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an Employee or by anyone else.

Weapons

The Company strives to provide a safe and secure workplace for employees, clients, customers, vendors, and visitors. As such, the company forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting company business, including in a company vehicle.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, the company reserves the right to request inspections of any employee and their personal effects while on company property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee's personal vehicle while on company-provided parking areas; however, the firearm must be stored in the employee's locked

vehicle, or locked to the vehicle, and hidden from plain view. The company is not responsible for lost or stolen personal items, so employees are encouraged to keep valuable items at home.

If you either witness or suspect another individual of violating this policy, you should immediately report this information to your immediate supervisor, member of management or Human Resources.

Conflict of Interest Policy

Employees are prohibited in engaging in activities that create a conflict of interest with the work they perform for Jim Butler Auto Group. Some Employees may have a need to have a second job. If this employment competes with Jim Butler Auto Group, or affects work performance, you will be asked to discontinue the other work or forfeit your job at Jim Butler Auto Group.

Following are some examples of situations that present a conflict of interest. This list is not all-inclusive. The penalty for violation of this policy will result in immediate dismissal, so please consult your Supervisor if you have any questions.

- Having a financial interest in a company or organization that competes with or does business with Jim Butler Auto Group.
- Executing service or sales arrangements at work or outside of work with Jim Butler customers. An example of this would be for a technician to perform repair or maintenance work on a customer vehicle outside of work. This also would apply to a sales consultant who would solicit customers for purchase or sale of their vehicle.
- Accepting gifts, discounts, services, commissions, or any other benefit from any company or individual that currently does business with Jim Butler Auto Group or competes with Jim Butler Auto Group.
- Gratuities given by a customer for a job well done is permissible if the work performed is consistent with the services the customer has purchased. Gratuities accepted for services that are not in accordance with proper Company policies may not be accepted. Any gratuities or gifts from customers or vendors, regardless of value, must be brought to the attention of your Supervisor.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an Employee's immediate family is involved in situations such as those above. This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value. It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

Open Door Policy

We wish to have a corporate culture based on open and honest communication. Many of our best ideas and suggestions have come from our Employees. Please bring any suggestions, concerns, or complaints to the attention of your Supervisor first. However, also feel free to share any issues with your General Supervisor or management team.

The entire management team is committed to addressing and resolving your concerns. We also have quarterly all-store meetings and individual team meetings. We welcome your involvement in any of these activities.

In addition, we encourage you to speak with the HR Manager regarding employee relations or employment-related matters.

Duty of Confidentiality Under Missouri Law

During the course of work, an Employee may become aware of confidential information about our business, including but not limited to information regarding the Company's customer names, addresses, phone numbers, account numbers, customer lists, and demographic, financial and transaction information relating to the Company's customers and all information related to the Company's operations including, but not limited to, financial, pricing, products and new product development, software and computer programs, marketing strategies, sales, suppliers, methods, techniques, and devices (the "Confidential Information"). An Employee also may become aware of similar Confidential Information belonging to the Company's clients. As such, all Confidential Information is deemed confidential and proprietary to the Company. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. You shall not, during the term of your employment with the Company or at any time, thereafter,

disclose in any way any such Confidential Information to any person or entity, or use the same on your own behalf, for any reason or purpose which may in any way be detrimental to the Company or to Jim Butler Auto Group. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses Confidential Information to anyone outside of the Company may be subject to disciplinary action up to and including termination. No data, including customer emails, addresses or finance data may ever be removed or used by anyone. Your termination of your employment does not relieve you of this duty. Ex-employees found to be in possession or actually using such data will be subject to whatever legal means necessary to recover data and Jim Butler Autogroup will pursue any and all available means to recover and turn over those employees to law enforcement. Employees may be required to sign an agreement reiterating these obligations.

Health and Safety

The health and safety of Employees and others on the Company's property are of critical concern to Jim Butler Auto Group. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon Employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All Employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the Employee's Supervisor as soon as possible, regardless of the severity of the injury or accident. Employees are subject to drug/alcohol testing when they cause or contribute to accidents that seriously damage a Company vehicle, machinery, equipment, or property, or that result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner.

Refusal by an Employee will be treated as a positive drug/alcohol test result and will be subject to discipline, up to and including termination.

Information and records relating to positive test results will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an Employee or applicant.

COMPANY BENEFITS

Benefits Overview

In addition to good working conditions and competitive pay, it is the Company's policy to provide a combination of supplemental benefits to all eligible Employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefit programs the Company provides Employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Office Manager at your location. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this Handbook.

Further, the Company (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these Employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If Employees have any questions regarding benefits, they should contact the Office Manager at your location.

Your Personal Information

Please notify our Office Manager about changes in name, address, driving record, telephone number, marital status, number of dependents, or any other information that may affect your employment records. Incorrect or outdated information could cause an interruption of benefits for you or your family or improper tax withholding.

The Employee also should inform the Office Supervisor of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Further, an "out of date" emergency contact or an inability to reach the Employee in a crisis could cause a severe health or safety risk or other significant problem.

Personnel files are confidential to other Employees and are the property of Jim Butler Auto Group. Employees have the right to review their own personnel file.

Holidays

Jim Butler Auto Group observes the following holidays:

- New Year's Day (January 1st)
- Independence Day (July 4th)
- Labor Day (1st Monday in September) (except Sales based on conditions and timing)
- Thanksgiving Day
- Christmas Eve Day (December 24th) (except Sales based on conditions and timing)
- Christmas Day (December 25th)
- Memorial Day-last Monday in May (except Sales based on conditions and timing)

Management has the right to ask Sales Staff to work based on sales opportunities during each holiday.

Full time employees are eligible to receive holiday pay after completing the introductory period. Holidays will be paid at your straight time hourly rate for your regularly scheduled hours. In order to receive your holiday pay, you must be present at work the day before and after a holiday, unless it is in conjunction with pre-approved vacation time. Management, at its discretion may designate additional days or parts of days, as holidays. However, if we are closed, sales Employees are expected to work extended hours the week prior to the holiday and/or the week after.

If a holiday falls within an eligible Employee's approved vacation period, the eligible Employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible Employee will receive an additional vacation day at the option of the Company.

If a holiday falls within a jury duty or bereavement leave, the eligible Employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible Employee will receive an additional day off at the option of the Company.

Payment of holiday pay is not considered as time worked in the calculation of overtime pay.

Personal Days

Full time hourly Non-Union Employees are eligible to use 2 paid personal days after 90 days of employment. These days may be used as sick days, as days to conduct personal business, or as days to observe religious or ethnic holidays. Unused personal days will not be paid and will not be carried over into the next year. If Employee needs additional personal days, your direct Supervisor can approve up to 3 additional unpaid days to conduct personal business and/or observe religious or ethnic holidays.

Sales Consultants or salaried Employees may have a need to take a personal day on occasion. These days may be approved without pay, by your Supervisor.

All bargaining unit Employees should only refer to their union contract about any Personal Day benefits.

Vacations

All Employees need the opportunity for periods of rest and relaxation. Therefore, full time Non-Union Employees will receive a paid vacation on the following basis:

- On your first anniversary date, you will be granted 1 week of paid vacation. For example, if you are hired on April 1, 2010, on April 1, 2011, you will have earned 1 week of paid vacation. You may take this vacation between April 1, 2011 and March 31, 2012.
- On your 2nd (and thru your 6th) anniversary date of full-time employment (i.e. April 1, 2012), you will be granted 2 weeks of paid vacation. According to the above example, this vacation must be taken before March 31, 2013.
- On your 10th anniversary date (and thereafter) of full-time employment, you will be granted 3 weeks of paid vacation. This vacation must be used before the eve of your next anniversary date of employment.

Sales Consultants will also be paid for vacation on their anniversary date of employment (starting with their first anniversary date). The vacation can be taken at that time or rescheduled and be taken when business is slower. If a sales consultant chooses not to take vacation, they will still receive their vacation pay. If not taken, though, they may not carry the time into the next year. Sales Consultants' paid vacation will be calculated by the previous year's weekly average.

We believe that everyone needs a break from the work routine. Please keep in mind that hourly or salaried Employees who do not take vacation in an anniversary year will not be paid in cash and will not carry the vacation time over into the next year. In the event of retirement or resignation with proper notice, vacation earned but not yet taken will be paid in a check, subject to all withholding, taxes and moneys due to Jim Butler Auto Group.

Vacations are scheduled through your Supervisor on or before March 1st of each year. In the event that a vacation is not scheduled by that time, the date requested is at the discretion of your Supervisor. If two or more Employees in the same work area request the same vacation period, the date will be given to the Employee with the most seniority. Other than in pre-approved circumstances, including FMLA, vacation should be taken in full day increments.

All bargaining unit Employees should only refer to their union contract about any Vacation benefits.

New Parent Leave

Jim Butler Auto Group is a family friendly place to work. We know that bringing a child home is a happy and exhausting time. To show our support for our new parents, we have established New Parent Leave benefits for new moms and dads. These benefits can be claimed by full-time Non-Union Employees who have worked at the Company for at least 24 consecutive months, following the birth or adoption of a child. Generally, two consecutive weeks of paid leave will be granted to eligible Employees. Employees must request these benefits at least 30 days in advance of scheduling this leave in order to be eligible. If both parents work for the company, both cannot be scheduled off at the same time. Contact the Office Manager at your location to coordinate the use of these benefits. Sufficient documentation of the birth or permanent placement of a child through adoption must be provided before benefits will be granted. Where applicable, this time will run concurrently with FMLA.

School Conference and Meetings

Employees who need time off from work to attend school conferences or meetings at school should let their Supervisor know as soon as possible so that we can endeavor to cover your scheduled shift. We think that it is important that parents have the time to participate in these important school meetings.

New Moms - Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate an Employee desiring to express breast milk for the Employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the Employee. If the break time cannot run concurrently with rest and meal periods already provided to the Employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide Employees with the use of a room or location other than a toilet stall for the Employee to express milk in private. This location may be the Employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult the Office Manager at your location if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

Bereavement Leave

Employees may take a paid bereavement leave of up to 5 days for spouses, children and stepchildren, or 3 days to make arrangements for or to attend the funeral of their parents, parent's in-law, siblings, and grandchildren. A paid bereavement leave of 1 day will be granted to attend the funeral of other relatives including grandparents, aunts, uncles, nieces, and nephews. You may choose to use accrued vacation time or personal days in order to be paid for any additional time. If additional time off is needed a request for unpaid leave will be considered. Make sure to notify your supervisor as soon as possible of your need for leave. You may be asked to provide documentation to show the leave is covered by this policy.

401(K) Plan

Jim Butler Auto Group has a 401(K) savings plan which allows Non-Union Employees over the age of 21 to save for retirement and for the future. After their first year of employment, Employees may set aside money, through payroll deductions, from their pre-tax earnings.

Currently, the plan allows you to choose from different investment choices ranging from a money market fund, a bond fund, and different stock funds. In addition, the plan has a loan provision that allows Employees to withdrawal funds in the event of a medical emergency, for home purchases, or to fund educational expenses.

Should an Employee move from a Non-Union position to a Union position or from a Union position to a Non-Union position, all balances, elections and loans will transfer with the Employee. Should an Employee be ineligible for Non-Union 401k at the time of the position change 401k balances and elections will not transfer, but 401k loans will transfer with the Employee.

A separate 401(K) plan has been set up for bargaining Employees per their union contract. Please refer to the contract for details.

Family and Medical Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides Employees information concerning FMLA entitlements and obligations Employees may have during such leaves. If Employees have any questions concerning FMLA leave, they should contact the Office Manager at their location.

Eligibility

FMLA leave is available to "eligible Employees." To be an "eligible Employee," an Employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a work site where 50 or more Employees are located within 75 miles of the work site.

Special hours of service eligibility requirements apply to airline flight crew Employees.

Entitlements

As described below, the FMLA provides eligible Employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

Basic FMLA Leave Entitlement:

The FMLA provides eligible Employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an Employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- 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 (but not in-law) who has a **serious health condition**;
- For the Employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the Employee unable to perform one or more of the essential functions of the Employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an Employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

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.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

Additional Military Family Leave Entitlement (Injured Service member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible Employee who is the spouse, son, daughter, parent or next of kin of a **covered service member** is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member

shall only be available during a single-12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period.

The single 12-month period begins on the first day an eligible Employee takes leave to care for the injured service member.

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 on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered service members** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the 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. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, Employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the Employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis.

No Work While on Leave

Taking another job or working another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

Protection of Group Health Insurance Benefits

During FMLA leave, eligible Employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key Employees" will cause the Company substantial and grievous economic injury, Employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify Employees if they qualify as "key Employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible Employee's FMLA leave.

Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, Employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the Employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to Employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the Employee. In all cases where leaves qualify for FMLA protection, the Company and Employee can mutually agree that leave be retroactively designated as FMLA leave.

Employee FMLA Leave Obligations

Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such Employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, Employees must inform the Head of Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, Employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- If the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If Employees fail to explain the reasons for FMLA leave, the leave may be denied. When Employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, Employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, Employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an Employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the Employees, subject to the approval of an Employee's health care provider. If Employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require Employees to attempt to make such arrangements, subject to the approval of the Employee's health care provider.

When Employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the Employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer Employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the Employees are qualified and which better accommodate recurring periods of leave.

When Employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, Employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and Employee shall attempt to work out a leave schedule that meets the Employee's needs without unduly disrupting the Company's operations, subject to the approval of the Employee's health care provider.

Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, Employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the Employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests Employees to provide FMLA medical certifications, Employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an Employee's diligent, good faith efforts. The Company will inform Employees if submitted medical certifications are incomplete or insufficient and provide Employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to Employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the Employee's permission, the Company (through individuals other than an Employee's direct Supervisor) may contact the Employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If Employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If Employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require Employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require Employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the Employee.

2. Medical Recertification

Depending on the circumstances and duration of FMLA leave, the Company may require Employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify Employees if recertification is required and will give Employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, Employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the Employees' ability to perform the essential functions of the Employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until Employees provide return to work/fitness for duty certifications.

4. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time Employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require Employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the Employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active-duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Company may require Employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by Employees set forth additional information provided by the Employee and/or the covered service member confirming entitlement to such leave.

5. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time in conjunction with unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave does not extend the length of FMLA leave and the paid time will run concurrently with an Employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

6. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, Employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies Employees of other arrangements, whenever Employees are receiving pay from the Company during FMLA leave, the Company will deduct the Employee portion of the group health plan premium from the Employee's paycheck in the same manner as if the Employee were actively working.

If FMLA leave is unpaid, Employees must pay their portion of the group health premium through a "pay-as-you-go" method.

The Company's obligation to maintain health care coverage ceases if an Employee's premium payment is more than 30 days late. If an Employee's payment is more than 15 days late, the Company will send a letter notifying the Employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If Employees do not return to work within 30 calendar days at the end of the leave period (unless Employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

Exemption for Highly Compensated Employees

The Company may choose not to return highly compensated Employees (highest paid 10% of Employees at a work site or within 75 miles of that work site) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Organization. (This fact-specific determination will be made by the Organization on a case-by-case basis.) The Organization will notify Employees if they qualify as a "highly compensated," if the Organization intends to deny reinstatement, and of an Employee's rights in such instances.

Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact your Office Manager. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If Employees believe their FMLA rights have been violated, they should contact HR immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact your Office Manager.

If a husband and wife are both employed by Jim Butler Auto Group at the time of the birth or placement, no more than a total of 12 weeks leave will be granted to the couple.

While an Employee is on leave, we will continue to pay our share of his/her benefit premiums and Employees must continue to pay their share of their benefit premiums. Employees are responsible for making these payment arrangements with the General Office. Failure of an Employee to pay their share of the premium could result in the loss of their health care benefits while on leave. As per FMLA regulations, an employer's obligation to maintain health insurance coverage ceases if the Employee's premium payment is more than 30 days late. In this case, an Employee will receive information regarding COBRA right and responsibilities.

If leave is taken because of the Employee's own serious health condition for which he/she is receiving Workers' Compensation, disability, or other income replacement benefits, **paid leave** cannot be used. While on leave, Employees are required to contact the General Office once every two weeks.

Personal Leave

We understand that there are certain circumstances which warrant your complete attention and you may be unable to work. For instances like these where the employee is not yet eligible for Family/Medical Leave or FMLA is not applicable, employees may request an unpaid personal leave of absence. If you feel you need a personal leave of absence please speak with Human Resources. Leaves are granted to employees who have completed the 90-day Introductory Period and are based on management's approval. Employees on an unpaid leave of absence are responsible for continuing their portion of any benefit elections, including medical, dental and vision. Employees who are on a personal leave longer than 30 days will be cancelled from coverage and given the option to elect COBRA continuation. The Company cannot guarantee reinstatement of employment for employees on a personal leaves of absence. If/when you are reinstated to a position, you may be subject to the standard benefit waiting period.

Court Attendance, Witness and Victims of Crime Leave

The Company acknowledges that, on occasion, employees may have an obligation to participate in criminal legal proceedings either as a witness or because the employee or a close family member was victimized by a criminal act. The Company authorizes leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must inform your supervisor as soon as possible to make arrangements for a leave of absence. The Company reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Employees who must attend criminal proceedings for reasons authorized by this policy take that leave unpaid. Employees may, however, choose to use any available accrued vacation time in place of unpaid leave.

For purposes of this policy, close family member includes the employee's spouse, children and stepchildren, siblings, parents, and grandparents of the employee or his/her spouse.

Victims' Economic Security and Safety Act (VESSA) – Illinois Employees Only

The Victims' Economic Security and Safety Act (VESSA) allows employees who are victims of domestic or sexual violence or who have family or household members who are victims of such violence to take up to twelve (12) weeks of unpaid leave per any twelve (12) month period to seek medical help, legal assistance, counseling, safety planning, and other assistance. The Act also prohibits employers from discriminating against employees who are victims of domestic or sexual violence or who have family or household members who are victims of domestic or sexual violence. Time taken under VESSA may run concurrently with FMLA, where applicable. For additional information regarding this leave, please speak with Human Resources.

Military Leave

If Employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, Employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, Employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If Employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while Employees are away.

Jury Duty and Court Appearances

The Company realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All Employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, Employees may be asked to try to postpone jury duty. An Employee required to be available for jury duty, but not required to be in court, must report to work. Please utilize the court call-in- system if it is available.

Employees who are asked to serve on a jury will be granted an unpaid leave of absence for the time they are serving; however, exempt Employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

Any Employee who is required to appear in court as a subpoenaed witness or a party to a lawsuit, should notify their Supervisor as soon as they are notified so that arrangements can be made to cover your absence. These absences will be unpaid and paid the same as jury duty.

Voting Leave

In the event an Employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the Employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Your Supervisor should be notified at least two days prior to the voting day.

Short Term Disability/Accidental Death and Dismemberment

All non-bargaining unit Employees are eligible for short-term disability and accidental death and dismemberment. The Employee may purchase this insurance. Please see the Office Supervisor for details on obtaining this coverage.

Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost. If Employees are injured on the job, no matter how slightly, they should report the incident immediately to their Supervisor. Failure to follow our procedures may affect the ability of the Employee to receive Workers Compensation benefits. These benefits can include income replacement as well as payment for doctor and hospital costs incurred as a result. Jim Butler Auto Group pays the full premium for this coverage as part of our benefits program.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence from your Manager.

If an injury does occur, you must report the injury immediately to your Supervisor. You will be asked to visit the doctor handling Worker's Compensation claims for our insurance carrier. Depending on the circumstances of the accident or your job, you may be asked to take a drug test. You will not be charged sick or vacation days for the time that you are absent due to a Worker's Compensation injury. While on leave, it is your responsibility to make arrangements with the Office Manager at your location to continue making your share of the health insurance premium payment.

Jim Butler Auto Group will maintain their portion of your health insurance coverage for a period of 12 weeks if the Employee is qualified for Family and Medical Leave. If the Employee is not qualified, Jim Butler Auto Group will maintain its portion of your health insurance coverage for the remainder to the month that the Employee goes on leave. Upon expiration of a Family and Medical Leave, or upon expiration of the current months' coverage, Employees will be given the opportunity to continue their elected insurance coverage under the COBRA regulations. COBRA requires that premiums be made within 30 days after the due date for payment of the premium. If an Employee is qualified and elects COBRA, they will be informed when the premium is due. Failure to make timely payments will result in loss of coverage and information regarding COBRA will be sent to Employee.

All bargaining unit Employees should first refer to their union contract about any Worker's Compensation benefits or health insurance continuation benefits.

Medical and Life Insurance Benefits

You may provide medical coverage for your spouse and children by paying additional premiums. Employees may elect dental benefits through our current provider as well. All medical, dental and vision premiums are deducted from your paycheck on a pretax basis. For more detailed information, a separate benefit cost sheet will be provided.

Full time Employees must be employed by Jim Butler Auto Group for 30 days in order to be eligible for insurance benefits on the next "First of the month". Example: If you were hired September 15th, you would be eligible on November 1st.

Midyear enrollment into the benefit plans is allowed in some circumstances, such as the acquisition of a new spouse or dependent, the birth, placement for adoption or adoption of a child, loss of eligibility for other health coverage, and becoming eligible or ineligible for Medicaid or a state Children's Health Insurance Program. If you experience a life change event that allows for midyear enrollment, contact the Office Manager at your location to change your benefit elections.

Health Insurance-Continuation of Coverage (COBRA)

Federal law requires that most employers sponsoring group health plans offer Employees the opportunity for temporary extension of their health coverage (called continuation coverage) at group rates. This coverage is in effect in instances where coverage under their employer's plan would otherwise end. Some examples of events that would qualify for COBRA continuation coverage include the following: termination of employment; reduction in hours worked; death of the Employee; divorce or legal separation; cessation of dependent status; or Employee's entitlement to Medicare. If at any time you would like information regarding COBRA, please direct your questions to the Company Controller.

EMPLOYEE PURCHASE PROGRAM

It is our desire that you, your family members and friends all buy and service vehicles from our team. By adhering to these guidelines, it allows every employee to receive or offer the best deal available and eliminating any option to buy or service elsewhere. The following is a list of guidelines when purchasing any products or services from the following departments:

New Car Department -

Employees and immediate family members may purchase any new Brand (up to 2 a year - including used) at our invoice or whatever the Manufacturer plan states (plus any administration fees). Immediate family members are defined as spouses or children living in your household. It is at the sales Supervisor's discretion if an Employee wishes to purchase a demonstrator vehicle. From time to time, there may be special programs that allow Employees to purchase New Vehicles at even greater discounts.

Used Car Department -

Employees and their immediate family members may purchase any used vehicle that has been in our inventory over 45 days, for our recorded cost. A vehicle less than 45 days in inventory may be sold and priced at \$500 above our cost. Any extra repairs done to these vehicles will be added to their cost along with a documentation fee. Vehicles defined as "wholesale" cannot be sold to ANY Employees without the Manager's approval.

Finance Department -

All Employees who purchase a vehicle from our facility must pay for the vehicle in full before driving it home. Failure to do so will result in immediate dismissal. This may be done by cash or financing. We can assist them in obtaining financing through our business office. Employees will be charged the rate at which they are qualified by our lenders (defined as buy rate). They may also purchase extended service contracts or car care contracts at our cost.

Service Department -

Employees who request service work on their personal vehicles will be charged a reduced rate of cost plus 25% (or internal rate) for parts, and \$50 per hour for labor. In order to receive this rate, Employees must remain flexible concerning the time it may take to repair their vehicle. These cars will only be repaired during off-peak hours. The Service Supervisor must approve any repair made in our facility during non-working hours. Employees must pay for their repairs promptly by check, cash, or credit card. It is expected that you will provide excellent reviews online and via surveys from the manufacturer. If you cannot, you must notify the General Supervisor before you complete any survey.

Parts Department -

Employees may purchase items from our Parts Department for a reduced price. This reduced price is defined as cost plus 25% or our internal rate. These purchases must first be paid for by cash, credit card, or check.

Employees, who are required by their dress code to wear "Brand Wear", may purchase these clothing items through the Parts Department for cost. If you have any questions as to which items qualify, please ask your Supervisor.

Financial Matters – Public Stock Questions

The Internet is a hotbed for individuals who seek to glean the most trivial of data so they can derive insider information that could help in their assessment of the Company. It is inappropriate even as an individual to make comments regarding the market for the Company's products, its profitability or product margins. It is also inappropriate to comment on matters that could substantially affect the Company's valuation. Examples of this could include:

1. comments on product reliability
2. personnel changes
3. any type of sales information
4. product availability or exact shipment dates unless you are authorized to do this
5. inventory issues

Individuals will piece together what may seem to be harmless information and compose a message about the Company that might be misleading or just plain false and it could materially affect the valuation of the Company.

OPERATIONAL POLICIES

Employee Discipline

Like most organizations, the Company utilizes various procedures to address work problems such as misconduct or poor job performance. Verbal warnings, written warnings, and discharge are generally the procedures used. These discipline procedures are used in no particular order and any of the disciplinary actions can be taken without any preceding discipline. There may be occasions where we determine that circumstances warrant immediate termination without any prior warning or notice. In all cases, the Company has the discretion to take the disciplinary action it deems appropriate.

Nothing in these guidelines should be construed to limit or otherwise alter the Company's right to terminate employment at will.

Employee Conduct and Work Rules

Employees are encouraged to observe the highest standard of professional conduct at all times. Reasonable conduct rules are necessary for the orderly, efficient, and safe operation of any business. The following list identifies conduct that will result in disciplinary action. This list is not meant to be all-inclusive. It is to be used as a guideline. Many of these issues are discussed in greater detail throughout this handbook. Jim Butler Auto Group reserves the right to modify this list. We have the right to terminate your employment at any time, with or without cause.

- Disclosing to unauthorized persons any confidential or proprietary information or documents
- Rude, abusive, or obscene language
- Fighting or disorderly conduct
- Harassing, interfering with, or refusing to cooperate with Employees
- Tampering, altering, or falsifying time records or recording time on another Employee's time card
- Acts of dishonesty or theft
- Willful or careless damage to machinery or equipment, waste of materials, or defacing Company property or property of another
- Gambling on the Company's property
- Insubordination or refusal to follow a Supervisor's instructions
- Failure to adhere to Company policies regarding harassment, alcohol and drug abuse, smoking, and safety
- Actions which result in complaints from customers, suppliers, or manufacturers
- The possession of weapons or firearms at work
- Failure to immediately forward money to the cashier for handling
- Failure to account for shortages in money or supplies
- Any unauthorized use of a Company owned vehicle
- Repeated absences or tardiness
- Failure to complete assigned work timely and accurately
- Wasting time, socializing on Company time, or leaving the facility without permission
- Negligence or carelessness
- Unauthorized or improper use or removal of property, machinery, or Company telephones
- Refusal to cooperate in a Company investigation
- Performing work of a personal nature during working time
- Unsatisfactory job performance

Based upon the circumstances, unacceptable conduct not specifically covered by this list may result in disciplinary action.

Conduct Not Prohibited by this Policy

This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment, forming, joining or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

Employee Classifications

For purposes of this handbook, all Employees fall within one of the classifications below.

- **Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.
- **Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.
- **Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Company benefits but are eligible to receive statutory benefits.
- **Exempt/Non-exempt Employees** - In addition to the above classifications, Employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The Employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

FLSA Safe Harbor

It is the policy of the company to regularly pay its salaried exempt employees a predetermined amount constituting all or part of the salaried exempt employee's compensation. With limited exceptions, the amount paid to salaried employees is not subject to reduction either because a salaried exempt employee works fewer hours in some weeks than others. In certain instances, deductions may be made for personal leave when sick leave is exhausted, approved unpaid company leaves of absence including medical or personal leave, jury or military duty, or for violations of the company's workplace conduct rules. This predetermined amount will be paid to salaried exempt employees for any week in which he/she performs any work for the Company.

In the event that any of the above-mentioned deductions are taken from the predetermined amount, whether inadvertently, improperly or otherwise, the company will conduct a prompt and thorough investigation. If determined that any improper deductions have been taken, the company will make full reimbursement to the affected salaried exempt employee and will make a good faith commitment to comply in the future with the terms of this policy so that improper deductions will not be taken in the future.

It is the intention of the Company to fully comply with all applicable state and federal laws that regulate the payment of wages and all other compensation to its employees. Accordingly, this policy is subject to revision as those laws may change.

Anniversary Date

Your anniversary date is one year following the date of initial employment, and the same day for each succeeding year of employment.

Introductory Period

The first 90 days of your employment is an introductory period. This is an opportunity for the Company to evaluate the Employee's performance. It is also an opportunity for the Employee to decide whether he or she is happy being employed by the Company. The Company may extend the introductory period if it desires. Completion of the introductory period does not alter an Employee's at will status.

Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. All hourly Employees and Sales Personnel must fill time cards or submit time through the system completely every day. Non-exempt Employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, and the time you leave and return from lunch on forms as prescribed by management. Non-exempt Employees may not start work until their scheduled starting time.

Altering, falsifying, or tampering with time records is prohibited and subjects the Employee to discipline, up to and including discharge.

Exempt Employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

It is the Employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor, who will correct legitimate errors.

Overtime

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. We expect our Employees to be willing to work overtime when requested, although our wish is to make overtime rare. Effort will be made to provide Employees with adequate advance notice in such situations.

Any non-exempt Employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Any overtime must be authorized and initialed by the General Supervisor, General Sales Supervisor or the Fixed Operations Supervisor prior to the time it is worked. For those using time clocks, your Supervisor must initial any handwritten entry.

For purposes of calculating overtime for non-exempt Employees, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Sunday.

Time paid for vacation, sick leave, or holiday leave, will not be considered working time for purposes of calculating overtime. Bargaining unit Employees must refer to their union contract regarding overtime provisions.

Work Schedule/Meal Breaks

Customers' needs as well as operational demands necessitate differences in Employees' work schedules. Our business insists that our hours be convenient for our customers.

Therefore, you may be asked to work evenings and weekends. Your Supervisor will advise you of your individual work schedule.

All hourly Employees who work an 8-hour day may take a one-hour unpaid lunch break. Please remember to clock in and out at the beginning and end of your break.

Sales consultants are encouraged to also take a lunch break during an 8-hour day. Limited floor coverage may not make it possible for this break to be outside the building. On 12-hour days when the entire sales team is working, you are encouraged to take at least an hour break outside the building. Please coordinate this break with your Supervisor and fellow Employees.

Performance Evaluations

Open communication regarding job performance is essential to our core value "Continuous Improvement". Supervisors and Employees are encouraged to discuss their job performance on a daily, weekly, and monthly basis. A formal written evaluation will be done yearly.

Written evaluation forms may vary by departments. It is the responsibility of all Employees to play an active and interested role in their evaluations. Keep in mind that a performance evaluation is not timed to occur with a merit increase. A merit increase is based on numerous factors, along with a superior evaluation.

Advancement

We want you to consider your employment with Jim Butler Auto Group as a career, not simply a job. It is our wish to promote qualified Employees from within the Company, and to provide training to assist you in your career growth. No one, but you, is responsible for your career growth. Therefore, take advantage of any training or learning opportunities that are offered.

If You Have to Leave Us – Resignation

In the event that you decide to resign with notice from Jim Butler Auto Group, we request that you give at least 2 weeks written notice. If you plan to retire, we ask that you give a 90- day notice so that a plan for your successor may be put in place. Any Employee that resigns with 2 weeks written notice or 90-day written notice for retirement will then be paid for any accrued vacation not yet taken. Personal days not taken are forfeited in all cases of resignation, retirement, and termination. Employees who resign, are discharged, or retire, will receive their final paycheck on the next scheduled payday. We also ask that you return any Company property immediately upon separation.

Rehire Policy

Jim Butler Auto Group will not rehire an Employee who has been previously discharged for performance reasons or violation of company policy. There may be instances, though, when an Employee is rehired who resigned with appropriate notice or on otherwise good terms. In these instances, their anniversary date becomes one year from their rehire date. Any amount of accumulated benefit time (vacation, 401K eligibility, personal days, etc.) that was lost at separation will not be reinstated when an Employee is rehired unless the separation period was less than 6 months and the employee had more than 12 months of service.

References

The Company will respond to reference requests through the Office Manager. Jim Butler Auto Group will provide general information concerning the Employee such as date of hire, last date worked, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Office Manager at your location.

Training and Travel Expense Policy

Jim Butler Auto Group is committed to training its Employees. It is not unusual for an Employee to have the privilege of attending a class or seminar out of town. The following is a list of guidelines Employees need to adhere to when traveling for their facility:

- Obtain a Travel Expense Form from your Supervisor.
- Employees need to keep receipts for all travel expenses.
- Business related travel expenses are defined as meals, lodging, transportation, gasoline, and tips.
- Meals and tips must be reasonable. A reasonable amount is defined as a \$20 lunch or breakfast and a \$75 dinner. Tips should not exceed 20%.
- The Company will not reimburse entertainment and incidental expenses (movies, magazines, alcohol, room service, etc.).
- Employees must attend all their scheduled classes. If an Employee fails to attend their class or seminar, the trip will not be reimbursed.

Overnight, Out-of-Town Trips

Non-exempt Employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt Employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt Employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: (i) time spent traveling between the Employee's home and the local railroad, bus or plane terminal; and (ii) meal periods.

Local Travel

Non-exempt Employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an Employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular work site. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt Employee regularly reports to a work site near his/her home but is required to report to a work site farther away than the regular work site, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt Employee, the Employee will be compensated at an overtime rate of one and one-half times the regular rate.

Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate Employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, Employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried Employees will receive a salary which is intended to compensate them for all hours they may work for the Company. This salary will be established at the time of hire or classification as an exempt Employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- The first or last week of employment in the event the Employee works less than a full week.
- Any full work week in which the Employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the Employee performed any work, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- An absence because the employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which the Employee performed any work (subject to any offsets as set forth above).
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If the Employee believes he or she has been subject to any improper deductions, the Employee should immediately report the matter to a Supervisor. If the Supervisor is unavailable or if the Employee believes it would be inappropriate to contact that person (or if the Employee has not received a prompt and fully acceptable reply), he or she should immediately contact the Office Manager or any other Supervisor in Company with whom the Employee feels comfortable.

Your Paycheck

The Employee will be paid semi-monthly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in an Employee's pay, the Employee should bring the matter to the attention of the Office Manager at your location immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the Employee, unless he or she requests that they be mailed, or authorize in writing another person to accept the check.

Workweek/Paydays

The workweek at Jim Butler Auto Group extends from Monday through Saturday. If a payday is a holiday, paychecks will be distributed the day before.

- All hourly Employees are paid on the designated day by Company the following week.
- Sales Consultants are paid on the 15th and last day of the month, along with a bonus check on the 10th of the following month.
- Supervisors are also paid on the 15th and last day of every month. Some Supervisors may receive a bonus check on the 10th following every month.

Salary Advances

Jim Butler Auto Group does not permit advances on paychecks or against accrued paid time off.

Record Retention

The Company acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of Employees to follow this policy can result in possible civil and criminal sanctions against the Company and its Employees and possible disciplinary action against responsible individuals (up to and including discharge of the Employee). Each Employee has an obligation to contact the President to inform him or her of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

Attendance and Punctuality

Employees are hired to perform important functions at the Company. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow Employees and Supervisors. We expect excellent attendance from all Employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

In the event that illness, injury, or other circumstances prevent you from coming in, or coming in on time, it is your responsibility to notify your Supervisor as soon as possible and before your scheduled starting time.

In the case of repeated absences or tardiness, you may be required to submit evidence verifying the reason for your absence. Failure to provide this substantiation for your absence will result in discharge.

An absence of two (2) or more workdays without personally notifying your Supervisor will be considered a voluntary separation of employment without notice.

Auto Insurance

Because we are in the automobile business, being insurable to drive our inventory or customer cars is an essential function of most positions with the company. You must tell us immediately if you become uninsurable during your employment. Failure to notify us of your change in status may result in disciplinary action up to and including discharge.

Dress Code

The personal appearance of all our Employees makes a statement to our customers about who we are. We want this to be a positive statement. Our dress code is defined as business casual. You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

Every Employee has the option to wear appropriate team spirit clothes during scheduled Cardinal or Blues games. Different teams have different dress code specifics listed below:

Sales Consultants and Sales Supervisors - May wear "Brand Wear" with tailored and pressed dress slacks or skirts. Shorts are not permitted. Ordering of Brand clothing will be done on a seasonal basis. Brand shirts are required to be in good condition and not faded from continued washing. Shoes must be shined or polished.

Office Employees - May wear "Brand Wear" at their discretion. Skirts or trousers may be worn. Shorts are not permitted. Appropriate business attire should be worn.

Service/Parts/Body Shop Employees - Please refer to your union contract about your dress code requirements.

Remember that when entering the facility on a day off, for any work-related reason, proper attire is still required. We also request that all Employees be clean shaven or have their beard/ mustache neatly trimmed. At no time will profane, vulgar, revealing, or obscene attire be permitted. This may include shirts with inappropriate images or language or clothing that is too revealing (i.e., shirts that expose back, chest, midriff or undergarments). While we do not prohibit your right to personal expression, you must remain professional in your appearance while at work.

If you are unsure if your appearance meets company standards, please speak with the HR Manager. If an Employee cannot comply with the dress code due to religious observances or disability, please request an accommodation from the Office Manager at your location.

Theft

All Employees have a responsibility to Jim Butler Auto Group to protect and preserve its property. We also have a responsibility to protect our customers' and Employees' property. Any theft will result in immediate discharge. The following is a list of conduct that will be defined as theft:

- Giving any items or services to customers or Employees without prior authorization from your Supervisor
- Any uncharged part, supply, or other item removed from the Parts Department
- Any office supplies taken for personal uses
- Any item taken from a fellow Employee without their permission
- Any falsifying of timecards
- Any items taken from used cars, wholesale cars or customers' cars
- Any Company money taken without your Supervisor's approval.

Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of the Jim Butler Auto Group. No Employees, unless specifically designated by the President, are authorized to make those statements on behalf of the Company. Any Employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President.

Work Area Cleanliness/On-Stage Areas

Any area that can be seen by our customers is considered "on stage". In the on-stage areas of our facility, every detail counts. You are responsible for the cleanliness of your work area.

From time to time your Employees will make a facility cleanliness inspection. They may ask you to straighten or to remove personal items from your work area. Special attention will be made to sales consultants' desks that are highly visible on the showroom floor.

Some things to remember:

- Clean your work area before you leave for the night. Remove articles from the floor.
- Eating in work areas other than designated break rooms is not allowed. Employees should never be eating in view of our customers.
- Always pick up after yourself in the break rooms. Wipe off the table and throw any trash away.
- If you happen to walk by a piece of paper or trash in or outside the facility, please pick it up and put it in its proper receptacle.

Maintenance of Equipment and Supply Usage

All equipment should be maintained in proper working order and used within the manufacturer's guidelines. If any equipment you are using seems to be malfunctioning, please advise your Supervisor.

Supplies should be used as efficiently as possible. Please coordinate your need of supplies with your Supervisor. Remember that supplies and equipment are not for personal use without the prior consent of your Supervisor.

Personal Visits and Phone Calls

Our telephone system is in place to conduct business with our customers. We recognize that Employees must sometimes place or receive personal calls. We ask that you do this during breaks and limit these calls to one or two per day. Ask your callers to minimize the frequency and time of their phone calls to you. Employees cannot make personal long-distance calls from the facility. Collect calls and third-party calls will not be accepted by our operator.

Please do not use directory assistance from Company telephones. To ensure that the phones continue to be used for Company business, our accounting department frequently checks our phone record. Employees who are found abusing the telephone policy will be disciplined up to, and including, discharge. As a reminder, please check your voice mail and telephone messages frequently throughout the day. Also, make sure to communicate your whereabouts to the receptionist.

We understand that you may have personal visitors at work from time to time. For safety and for security reasons, Employees must accompany visitors at all times and visitors should only be in areas reserved for customers.

Solicitation and Distribution

To avoid distractions, solicitation by an Employee of another Employee is prohibited while either Employee is on work time and in all selling and direct customer service areas. "Work time" is defined as the time an Employee is engaged, or should be engaged, in performing his/her work tasks for Jim Butler Auto Group. Solicitation of any kind by non-Employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in selling and direct customer service areas and all other working areas of Company is prohibited at all times. Distribution of literature by non-Employees on Company premises is prohibited at all times.

Bulletin Boards

Important notices and items of general interest are continually posted on our bulletin board. Employees should make it a practice to review it frequently. This will assist Employees in keeping up with what is current at Jim Butler Auto Group. To avoid confusion, Employees should not post or remove any material from the bulletin board.

Use of Communications and Computer Systems

Company's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. Limited use does not include playing games, streaming music or videos, or surfing the net. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Company systems.

Any unauthorized removal or duplication of any Company owned software will be considered theft. Personal software or screensavers are not to be added to the Company systems. If you use systems for personal use and download unacceptable viruses or adware, you can be held responsible for the cost to remove such programs.

Company may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an Employee's absence.

Further, Company may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review Employees' use of the Internet with Company property include but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an Employee's absence.

If you are using the Company's network, your transactions and communications could be visible. Treat all your network activities as such.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all Employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited. Attempts to subvert the Company's decision to block sites deemed as inappropriate are a violation of policy.

No Employee may access, or attempt to obtain access to, another Employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

Sending Confidential Information Using the Internet or Email

Issues of confidentiality take on critical importance when it comes to the Internet. See related sections on Public Forums. The Internet provides a new level of communication enabling all levels of Company Employees to make statements for the Company. When a Company Employee sends a message or communicates through a public forum as an Employee, it is natural for the recipient of that message or communication to understand it to be a Company position or message. In fact, as will often be the case, it may just be a personal opinion. Under no circumstances should Employees disseminate Company confidential information over the Internet to anyone that is not covered by a confidential disclosure agreement. Great care must be taken even when sending confidential information to individuals who are covered by CDAs (Confidential Disclosure Agreements). It is very easy to make a mistake when messages are sent to inadvertently include wrong addresses or the wrong file for that matter. Security and confidentiality need to be extremely high concerns for all Company Employees. When confidential files are sent over the Internet, users must take great care in disseminating them. It is strongly recommended that files be encrypted before file transmissions.

Passwords

Company Employees will be assigned passwords and User Ids to access the Internet. Employees must keep this information confidential. You are not allowed to share these IDs with other Employees.

Viruses, Trojan Horses, etc.

All files that are downloaded must be first scanned for possible infection. Any Employee who knowingly tries to propagate the Internet or internal resources with infected viruses or Trojan Horses will be subject to termination.

Firewalls, Security Systems

The Company has installed a variety of systems to thwart intrusion by outside hackers. It is extremely important that these systems integrity be maintained. Any user who tries to over-ride these security measures will be subject to termination.

Use of Modems

Because independent modems can be infiltrated by outside users, all computers that are authorized with this usage must be separate from the networking facilities of other Company computers.

Use of Social Media

The Company respects the right of any Employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure Employees focus on their job duties, Employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property unless it is strictly work related.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an Employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the Employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer. The poster should specifically state that "the opinion expressed is his/her personal opinion and not the opinion of Jim Butler Auto". This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to Employee social media usage.

The Company encourages all Employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their Supervisor. Failure to follow these guidelines may result in discipline, up to and including discharge.

Conduct Not Prohibited by this Policy

This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or terms and conditions of employment, forming, joining, or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

Personal and Company-Provided Portable Communication Devices

Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some Employees may be authorized to use their own PCD for business purposes. These Employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, Employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use

and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an Employee who uses a personal PCD for business resigns or is discharged, the Employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails, and photographs). The IT department will make efforts to provide Employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the Employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether Employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Your safety and the safety of others on the road is important to the Company. Employees who drive on Company business or in Company owned vehicles must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, Employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, Employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the Employee is driving, and permitted by law, the Employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should Employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any Employee to use a cell phone while driving, Employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

Camera Phones/Recording Devices

Due to the potential for issues such as invasion of privacy, sexual harassment and loss of productivity, as well as inappropriate disclosure of confidential information, no Employee may use a camera phone function on any phone on Company property or while performing work for the Company.

The use of tape recorders, mobile devices or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other Employees or management, or while performing work for the Company, is also strictly prohibited, unless the device was provided to you by the Company and is used solely for legitimate business purposes and with knowledge of all those who are being recorded.

Inspections

Company reserves the right to require Employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

Information Security Program

All Employees are required to read and comply with Company policies and procedures regarding the safeguarding of customer information. These policies and procedures were established by the Gramm-Leach-Bliley Act, and as such are required by law.

Hiring Relatives/Employee Relationships

A familial relationship among Employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the Company may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no Supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company.

Accordingly, all parties to any type of intimate personal relationship must inform management.

If two Employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which Employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage.

Customer Car Policy

The following list applies to any Employee who drives a customer vehicle in the care, custody, or control of Jim Butler Auto Group:

- When driving a customer's car, drive defensively. Obey all traffic rules.
- Customer vehicles that are in our possession must be locked at all times. The keys must be tagged and placed in the designated area.
- Do not text or speak on the phone while driving or working on a Customer vehicle.
- Seat belt must be worn if vehicle is moving.
- Technicians must have the floors covered when test driving a customer's vehicle.
- Smoking, eating and drinking is prohibited in customers' cars.
- Do not change the radio stations or settings.
- An Employee may be terminated if being reckless or negligent while operating a customer's vehicle.

Parking Policy

It is important that ample parking always be available for our customers. We ask that our Employees adhere to the following parking policy:

The limited parking spaces in the front of the dealership should always remain open to potential new customers.

Often our inventory vehicles are parked very close together. Please remember to drive slowly and cautiously when operating your personal car or a Company car on the lot. Always creep around the corners of the building or honk your horn to let other drivers know you are approaching.

Restricted Work Areas

Restricting certain work areas helps to maintain security and maximize productivity. Restricted work areas are defined as those areas where only authorized Employees are allowed. The following areas are restricted:

- **Parts Department** - Parts personnel and Supervisors only
- **Cashier Area** - Cashier, Receptionist, and Supervisors only

Employee Referral Program

Our wish is for our Employees to be committed to the success of Jim Butler Auto Group. We encourage you to recommend our products and services to your family and friends. A referral fee may be paid by a sales consultant subject to his/her discretion.

EMERGENCY ACTION/FACILITY EVACUATION PLAN

In the event that you would encounter a potentially dangerous situation on the facility grounds, please inform the most readily available Supervisor. If the Supervisor deems the situation hazardous, they will perform the following steps:

- Alert Emergency Support (Fire Department, Police, etc...)
- Evacuate the building using the paging system with a message directing Employees to a designated area (Please see list below.)
- Once Employees have assembled, department Supervisors should initiate a roll call for their departments
- Emergency crews should be advised of any Employee missing from roll call. Employees must not reenter the facility.

Based on the condition, emergency meeting areas are listed below. Diagrams detailing the emergency evacuation plan are located next to the fire extinguisher at each facility. Please consult your supervisor or HR consultant for the location of this plan at your location.

Signed, Written Acknowledgment of Internet Policy

I acknowledge the Jim Butler Auto Group Internet Usage Policy. I have read the policy in full and fully agree to abide by all its terms. I understand that the Company may monitor my personal use of the Internet and that my communications are not considered private. All communications may be recorded and stored for archival retrieval. I understand that if I violate the terms of this policy that my employment could be subject to termination or even civil prosecution.

Internet User: _____ Date: / / _____

Receipt of Employee Handbook

I acknowledge that I have received a copy of the Jim Butler Auto Group Employee Handbook and that I am responsible for becoming familiar with its contents. I understand that nothing in the handbook creates a contract of employment, either express or implied. I also understand that nothing herein alters the employment at will relationship that exists between the Company and me.

I also understand that the policies and procedures described in these guidelines are subject to the interpretation of management and may be modified from time to time with or without notice.

I understand that the benefit plans and programs described in this handbook are summarized only, and the plans are controlled by the legal documents that describe the plans. I further understand that the benefit plans and programs may be modified, amended, or cancelled at any time.

Finally, I understand that employment with the Company is not for a stated period. Either the company or I may discontinue the employment relationship at any time with or without cause or notice. Only the Company President has the authority to enter into an agreement contrary to the employment at will relationship, and then such an agreement must be in writing and signed by the Company President. No other practice, written or oral policy, or statement by anyone, can alter this employment relationship.

Signature

Date

Original: Employee's file

