

WELCOME TO SHANER

We're very happy to welcome you to Shaner Operating Corp. (hereinafter referred to as Shaner or the Company). Thank you for joining us! We want you to feel that your association with the Company will be a mutually beneficial and pleasant one.

As an associate of the Company, you may take great pride in being a part of a very progressive and professional team. Credit for this goes to every one of our associates. We hope you, too, will find satisfaction and take pride in your work here.

This handbook provides answers to most of the questions you may have about the Company's key policies, procedures and benefits. This handbook also explains the Company's responsibilities to you and your responsibilities as a member of our team. In addition to clarifying responsibilities, we hope this manual also gives you an indication of our interest in the welfare of all the associates that work here.

If any of the information in this handbook is unclear, please discuss the matter with your supervisor or a member of the Human Resources Department. **You are responsible for reading and understanding the information in this manual. The successful performance of your job responsibilities will be determined by your adherence to our Company policies and other considerations.**

This handbook is not intended to, nor does it, constitute a contract of employment or a promise or guarantee of benefits or policies stated in it. Despite any provisions in the handbook, your employment is at-will at all times.

From time to time, the information included in this manual may change. We will endeavor to keep you informed of changes when they occur. The Company reserves the right to amend or change any working condition, term, procedure, benefit or anything else in the manual at any time whether or not you have received notice prior to the effective date of the change.

We extend to you our personal best wishes for your success and satisfaction at Shaner.

Sincerely,

Lance T. Shaner

TABLE OF CONTENTS

SECTION ONE INTRODUCTION

1.1 Purpose of This Manual.....	6
1.2 Notice	6
1.3 Shaner – A Family of Companies.....	7
1.4 Core Values & Mission Statement	7
1.5 At-Will Employment.....	8
1.6 Equal Employment Opportunity.....	8
1.7 Americans with Disabilities Act	9
1.8 Policy Against Discrimination & Harassment	9

SECTION TWO EMPLOYMENT POLICIES

2.1 Employment Classifications	16
2.2 Non-Exempt & Exempt Associates	16
2.3 Background Check Policy	17
2.4 Drug-Free Workplace	18
2.5 Introductory Period	19
2.6 New Associate Check-in.....	19
2.7 I-9/Proof of Employment Eligibility.....	19
2.8 Human Resources Administration	20
2.9 Anniversary Date.....	20
2.10 Former Associates	20
2.11 Re-Hire Bridging Policy.....	20
2.12 Hours of Work	22
2.13 Recording of Work Hours	22
2.14 Meal & Rest Breaks	23
2.15 Employee Meal Plans.....	23
2.16 Confidential Information.....	24
2.17 Verification of Employment	24
2.18 Personnel Files	25
2.19 Performance Reviews	25
2.20 Employment of Relatives.....	25
2.21 Conflicts of Interest	26
2.22 Employee Fraternalization Policy	27
2.23 Outside Employment	27
2.24 Gifts & Gratuities.....	28
2.25 Attendance on the Job.....	28
2.26 Standards of Conduct	32
2.27 Violations of Policy.....	33
2.28 Corrective Action.....	34
2.29 Open Door Policy / Problem Resolution.....	35
2.30 Leaving the Company.....	37
2.31 Return of Company Property.....	37
2.32 Exit Interviews.....	37

SECTION THREE OPERATIONAL POLICIES & PRACTICES

3.1 Information Technology & Data Security Policy.....	40
3.2 Social Media Policy	43
3.3 Employee Privacy.....	44
3.4 Bulletin Boards	45
3.5 Company Meetings / Training Sessions	45
3.6 Dress Code / Personal Appearance.....	45
3.7 Company Facilities.....	49
3.8 Employee Housing.....	50
3.9 Expense Reimbursement.....	50
3.10 Entering into Contractual Obligations	51
3.11 Housekeeping	51
3.12 Lost & Found.....	51
3.13 Media Relations	53
3.14 Promotion & Transfer Policy.....	53
3.15 Solicitation / Distribution of Literature	54

SECTION FOUR HEALTH & SAFETY

4.1 Health & Safety Policy.....	56
4.2 Security.....	56
4.3 Restricted Areas.....	56
4.4 Driving Policy	57
4.5 Smoke-Free Environment	61
4.6 Weapons in the Workplace.....	61
4.7 Inclement Weather / Emergency	62
4.8 Emergency Response	62
4.9 Workers Compensation	63

SECTION FIVE COMPENSATION & BENEFITS

5.1 Wage & Payroll Policies.....	66
5.2 Benefits	67
5.3 Eligibility of Benefits	68
5.4 Holidays	68
5.5 Paid Time Off.....	69
5.6 Bereavement Leave	71
5.7 Jury Duty.....	71
5.8 Military Leave.....	72
5.9 Court Appearance / Witness Duty.....	73
5.10 Election Day	73
5.11 Disability Leave of Absence.....	74
5.12 Family & Medical Leave Act	74
5.13 Personal Leave of Absence.....	78
5.14 Returning from a Leave of Absence (Non-FMLA)	79
5.15 Nursing Mothers.....	79

5.16 Insurance Coverage 80
5.17 Health Insurance 80
5.18 Group Term Life Insurance 81
5.19 Other Voluntary Benefits..... 81
5.20 Retirement / 401(k)..... 82
5.21 ERISA Rights..... 82
5.22 Termination of Insurance & COBRA..... 82
5.23 Statutory Coverage 83
5.24 Employee Referral Bonus Policy 83
5.25 Complimentary Room Policy..... 84
5.26 Discounted Room Rates..... 84

Receipt & Acknowledgement 85

SECTION ONE

INTRODUCTION

1.1 PURPOSE OF THIS MANUAL

This manual has been prepared to inform you about the Company history, philosophy, employment practices and policies, as well as the benefits provided to you as a valued associate.

Our success as a company is contingent upon your success, so please don't hesitate to ask questions. We have requested our managers to answer such questions to the best of their ability as soon as reasonably possible. We ask that you read this manual carefully, and refer to it whenever questions arise.

Company policies, benefits and rules, as explained in this manual, may be updated from time to time as business, employment legislation, and economic conditions dictate.

Throughout this manual, we will reference "Shaner" or "the Company". These terms refer to Shaner Operating Corp., your actual employer.

1.2 NOTICE

As a member of our team, you will be expected to contribute your talents and energies to improve the environment and quality of the Company, as well as the Company's products and services.

Our Company always puts safety first and will take all reasonable steps to protect your safety.

The policies in this manual are to be considered as guidelines. The Company, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this manual at any time without prior notice.

Associates may not accrue eligibility for monetary benefits (provided for in writing) that they have not earned through actual time spent at work or as may be required to earn by any law, rule or regulation of a governmental body. Associates will not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No statement or promise by a manager or department head may be interpreted as a change in policy nor will it constitute an agreement with an associate.

If any provision in this manual is found to be unenforceable and invalid, such finding does not invalidate the entire manual, but only the subject provision.

This handbook replaces (supersedes) all other previous manuals for Shaner businesses.

1.3 SHANER – A Family of Companies Founded on Trust

Lance and Fred Shaner began to invest in the real estate industry in 1976. It was the brothers' initial achievements that set the course for what was to become a highly diversified group of companies with operations in energy production, hospitality, equity investments and business solutions.

The success that made the Company one of the most admired owner/operators in the hospitality industry was born of a commitment to consistent growth and a genuine concern for people...customers and associates alike.

Lance Shaner, Chairman and Chief Executive Officer of the Shaner Companies, attributes the success of the Company to a conservative investment strategy focused on long-term profitability and the commitment and resourcefulness of the Company's associates. The leadership provided by senior management, the entrepreneurial spirit of the Company's associates and the constant pursuit of new opportunity resulted in the success of our operations.

Shaner is a privately held company with operations in over a dozen states and Europe. The Company employs over 2,000 associates and maintains a corporate headquarters in State College, Pennsylvania.

1.4 CORE VALUES & MISSION STATEMENT

Our Company's Core Values are:

- Associate Satisfaction
- Customer Satisfaction
- Profitability
- Accountability

Our Company's mission is to:

- Strive to be the employer of choice and will recruit and retain only the best associates.
- Believe in career advancement for our associates based upon their job performance.
- Embrace mutual respect for all associates and clients of the Company.
- Encourage our associates to openly and freely question our business decisions.
- Engage in an honest dialog between associates with respect for all viewpoints.
- Encourage and reward risk taking to promote bold new ideas in growing our businesses.

1.5 AT-WILL EMPLOYMENT

Your employment with the Company is “at will”. While it is hoped that your employment relationship will be mutually rewarding and long-term, it should not be construed as, and does not constitute, a contract of employment for any specific duration. The employment relationship is terminable at the will of the associate or the Company. Either party may end the relationship at any time. The consequences may be different based upon the mode or method of termination instituted by either party. The Company retains the right to modify, alter, or delete policies, including corrective action or termination of employment. No advanced notice to associates shall be necessary, although every effort will be made to communicate changes in Company policy in a timely manner. All decisions shall be final with regard to Company policy.

1.6 EQUAL EMPLOYMENT OPPORTUNITY

It is our policy to provide an equal employment opportunity to all individuals. We are committed to a diverse workforce. We value all of our associates’ talents and support an environment that is inclusive and respectful. We are strongly committed to this policy and believe in the concept and spirit of the law.

We are committed to assuring that:

- All recruiting, hiring, training, promotion, compensation and other employment-related programs are provided fairly to all persons on an equal opportunity basis.
- Employment decisions are based on the principals of equal opportunity. All personnel actions such as compensation, benefits, transfers, training and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law.
- Associates and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law.
- Reasonable accommodations will be made for disabilities and religious beliefs.

We believe in and practice equal opportunity. The Vice President of Human Resources serves as our Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All associates are responsible for supporting the concept of equal opportunity and diversity and assisting Shaner in meeting its objectives.

Please contact Corporate Human Resources with any questions or concerns.

1.7 AMERICANS WITH DISABILITIES ACT

Shaner believes in and complies with the Americans with Disabilities Act of 1991 (ADA) and applicable state laws that protect qualified applicants and associates with disabilities from discrimination. As defined by the ADA, a disability substantially limits a person from performing a major life activity.

It is the practice of the Company to reasonably accommodate applicants and associates with disabilities when the accommodation does not pose an undue hardship for the Company. Our management team will treat all disclosures of disability and request for accommodation in confidence and engage in an interactive process to assess whether reasonable accommodation is appropriate.

The Human Resources Department will work with the management team when an associate requests an accommodation. Associates will be asked to provide to the Human Resources Department medical documentation to verify that a major life activity is limited and what specific accommodation is needed. If you believe that you may need an accommodation, please bring that to the attention of your manager or a member of the Human Resources Department immediately.

1.8 POLICY AGAINST DISCRIMINATION AND HARASSMENT

Shaner believes that all associates must be treated with respect. At the Company, all associates and applicants for employment are treated equally without regard to race, color, religion, gender, age, national origin, physical or mental disability, marital status, veteran status, sexual orientation or any other condition or category protected by applicable federal, state or local law. We believe each person should be able to work in a professional atmosphere that promotes equal opportunity and prohibits illegal, discriminatory practices. Shaner will comply with all state, federal or local laws that apply to your employment that expand, change, add to or modify these policies.

It is also our policy to make reasonable accommodation for the disability of any otherwise qualified associate or applicant and for the religious practices of associates and applicants.

Harassment Prohibited

Harassment of and inappropriate, disrespectful or demeaning behavior towards applicants, associates and third parties is strictly prohibited and will not be tolerated. While this prohibition includes sexual harassment, it also includes any behavior that is reasonably likely to create a hostile, intimidating or offensive environment for others.

1. Sexual Harassment

Sexual harassment, whether verbal, physical or otherwise (such as harassment contributing to a hostile work environment), is unacceptable and will not be tolerated. This policy applies regardless of the gender of the individuals involved.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when submission to such conduct is made either explicitly or implicitly a term or condition of employment; submission to or rejection of such conduct is used as the basis for work-related decisions affecting the individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile or offensive work environment.

This behavior is unacceptable in the workplace itself and in other work-related settings such as business trips and business-related social events. Examples of prohibited conduct include, but are not limited to:

- Demanding sexual favors in exchange for favorable reviews, assignments, promotions, continued employment or promises of the same.
- Sexual jokes, language, epithets, flirting, advances or propositions.
- Verbal abuse of a sexual nature.
- Verbal commentaries about an individual's body, sexual prowess or sexual deficiencies.
- Sexually degrading or vulgar words to describe an individual.
- Leering, whistling, touching, pinching, brushing the body, assault, sexual acts or suggestive, insulting or obscene comments or gestures.
- Name-calling, related stories, gossip, comments, jokes, or e-mail that may be derogatory toward a particular gender.
- The display of sexually suggestive graffiti, posters or computer images.
- Asking questions about sexual conduct or sexual orientation or preferences.
- Harassment of any kind, even if the content of the verbal abuse is not sexual.
- Retaliation against associates for complaining about such behaviors.

2. Other Types of Harassment

Other types of harassment prohibited by this policy include, but are not limited to, harassment based upon:

- Race
- Color
- Religion
- Gender
- Age
- National Origin
- Physical or Mental Disability

- Marital Status
- Veteran Status
- Sexual Orientation
- Any other harassment prohibited by federal, state or local law

The Company will not tolerate, condone or allow prohibited harassment, whether engaged in by fellow associates, directors, managers, supervisors or others who conduct business with the Company. The Company requires the immediate reporting of all incidents of prohibited harassment, regardless of who the offender may be.

Reporting & Complaint Procedures

The Company's Policy Against Discrimination and Harassment applies to all forms of discrimination. Any person who feels that he or she has been subjected to discrimination or harassment of any type should generally notify the offender that the behavior is unwelcome. In addition, any person who believes he or she has been subjected to conduct that may violate this policy should take the following steps:

- Notification of Appropriate Staff: Any person who feels this policy has been violated is expected and urged to report the offensive conduct to their immediate supervisor, Department Manager, Human Resources Manager or General Manager.

A toll free "Hot-Line" has been established at the Shaner Corporate Office to receive calls from associates who would like to report violations of this policy. The phone number is (877) 598-2866. To accommodate the hearing impaired or those who prefer to communicate in writing, an employee may send an email to www.employeehotline@shanercorp.com to discuss concerns.

- Description of Misconduct: An accurate written or oral report in sufficient detail to describe the objectionable behavior or the misconduct is necessary to resolve a formal complaint of discrimination or sexual harassment.
- Timetable for Reporting: The prompt reporting of a complaint is required so that rapid response and appropriate action may be taken.
- Protection Against Retaliation: Retaliation against any person for reporting a complaint, reporting a violation of this policy and/or cooperating with any investigation as it relates to this policy is absolutely prohibited. In addition, retaliation for filing a complaint or cooperating with an investigation of a complaint by any federal, state or local equal employment opportunity agency or commission is prohibited. Any such retaliation is a serious violation of this policy and will result in Corrective Action, up to and including termination of employment, for the violator.

- **Confidentiality:** A report of discrimination or harassment brought to the Company's attention will be promptly investigated in a confidential manner. Requests for confidentiality will be respected to the extent consistent with the need to conduct a fair, complete and responsive investigation and the needs of the Company.
- **Resolving the Complaint:** An investigation by an appropriate member of management will be conducted as soon as is reasonably practicable. The Company will communicate its findings and intended actions to the complainant and alleged violator. If it is found that a violation of this policy has occurred, the violator will be subject to appropriate corrective action, up to and including termination of employment. An investigation may not reveal that discriminatory or offensive conduct actually occurred, or that the conduct violated the policy. If it is determined that no violation of this policy has occurred, this finding will be communicated to all parties in an appropriate manner.

Actions That May Be Taken

The Company's immediate goal is to take prompt action to stop any discriminating, harassing or offensive behavior if a violation of this policy has occurred. The second goal is to ensure that the violation does not occur again. The Company considers violations of this policy to be an extremely serious matter. Individuals found to have violated this policy will be subject to corrective action, up to and including the termination of the individual's employment.

With regard to violations by individuals who conduct business with the Company, action taken may include immediate discussion with the party or their employer, sending a letter of objection or refusal to continue the business relationship.

Appeals Process

If either party directly involved in a discrimination or harassment investigation is dissatisfied with the outcome or resolution, that individual may appeal the decision to the Company President.

False Accusations

If it is found that the complainant falsely, knowingly and / or maliciously accused another of discrimination or harassment, the complainant may be subject to appropriate corrective action. Because the Company does not wish to discourage sincere complaints, such action will only be taken if there is clear and convincing evidence that there has been a knowingly false and / or malicious accusation.

Distribution

The Company has developed this policy to ensure that all associates can work in an

environment free from discrimination and harassment. The Company will make every effort to ensure that all associates are familiar with our policy and that any complaint received is thoroughly investigated and appropriately resolved. The policy not only appears here in this manual, but copies are provided to each new associate at time of hire and redistributed to associates on a regular basis. The Company will also ask you to sign an acknowledgement that you were provided with a copy of this policy.

SECTION TWO
EMPLOYMENT POLICIES

2.1 EMPLOYMENT CLASSIFICATIONS

At the time you are hired, you are classified as a full-time, part-time, on-call or seasonal employee based on your job responsibilities and the length of your job assignment. At this same time, you are also informed as to your eligibility for overtime pay. Unless otherwise specified, the benefits described in this manual apply only to full-time associates.

All other policies described in this manual and communicated by the Company apply to all associates, with the exception of certain wage, salary and time off limitations applying only to “non-exempt” (see the definition that follows) associates. If you are unsure of your job classification, please see your manager or the Human Resources Department.

- **FULL-TIME ASSOCIATES:** An associate who has successfully completed the Introductory Period (see the Employment Policies section for definition) of employment and who works a regular schedule of at least thirty (30) hours per week (or averages 30 hours per week over a 90 day period of time) is considered a full-time associate.
- **PART-TIME ASSOCIATES:** An associate who works a regular schedule of less than thirty (30) hours per week (or averages less than 30 hours per week over a 90 day period of time) following completion of the Introductory Period is considered a part-time associate. If you work part-time, you are not eligible for benefits described in this manual, except as granted on occasion in writing or to the extent required by provision of state and federal laws.
- **“ON-CALL” ASSOCIATES:** An “on-call” associate will work a sporadic schedule averaging less than thirty (30) hours per week following completion of the Introductory Period. If you are an “on-call” associate, you are not eligible for benefits described in this manual, except as granted on occasion in writing or to the extent required by provision of state and federal laws.
- **SEASONAL ASSOCIATES:** Seasonal associates are those who are hired to work for a limited period of time. Seasonal employees are not eligible for benefits described in this manual, except as granted on occasion in writing or to the extent required by provision of state and federal laws.

2.2 NON-EXEMPT AND EXEMPT ASSOCIATES

- **NON-EXEMPT ASSOCIATES:** Non-exempt (hourly) associates are

required to be paid overtime at the rate of one and one-half times their regular hourly rate of pay for all hours worked beyond forty (40) hours per work week in accordance with the Fair Labor Standards Act (FLSA) or as modified by state or local law.

- **EXEMPT:** If you are an exempt associate, you will be advised that you are in this classification at the time you are hired, transferred or promoted. Exempt (salaried) associates are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty (40) hours per workweek. Executives, managers and associates in certain administrative and technical positions are typically exempt.

2.3 BACKGROUND CHECK POLICY

Shaner carefully selects quality associates. Background checks help to ensure that new associates have the skills for the job and have performed well in the past.

The company conducts background checks on potential job candidates. Offers of employment are contingent upon satisfactory completion of that background check. A third-party administrator may be used to conduct the background checks, and all background checks will be compliant with applicable laws, such as the Fair Credit Reporting Act.

The information collected may include, but is not limited to:

- Criminal Background
- Employment History
- Education
- Credit
- Professional and personal references

Criminal background checks may not be used as the sole reason for denying employment, unless it is job-related. Regardless, the company has the right to make the final decision about employing an individual after the background check is complete.

Checking professional and person references is an important part of the background check process. This provides the company with information on the potential associate's work ethic, skills and performance.

Information obtained from the background check process, including information from professional and personal references, will be used by the Company only as part of the employment process and will be kept confidential by Human Resources.

A background check may also be completed during reassignment or promotion of an associate.

2.4 DRUG-FREE WORKPLACE POLICY

Our associates are the most valued part of our Company. Your health and safety are serious concerns. Drug use and alcohol misuse may pose a serious threat to employee health and safety. It is, therefore, our goal to prevent substance use or abuse from having an adverse effect on our associates. The Company maintains that the work environment is safer and more productive without the presence of illicit or inappropriate drugs or alcohol (prohibited substances) in the body or on company property. Furthermore, all associates have a right to work in a drug-free environment and to work with individuals free from the effects of prohibited substances. Associates who use or abuse prohibited substances are a danger to themselves, their co-workers, the public and the Company's assets.

Specifically, it is the policy of the Company that the use, sale, purchase, transfer, possession or presence in one's system of any prohibited substance (except medications prescribed by a licensed physician), including alcohol, by any associate while on company premises, while engaged in company business, while operating company equipment, or while under the authority of the Company is strictly prohibited. The Company will notify and cooperate with law enforcement agencies in the investigation of any associate suspected of trafficking in illicit or inappropriate drugs. Any associate arrested for on-the-job possession of or trafficking in illicit or inappropriate drugs will be terminated.

As permitted by law, the Company will conduct pre-employment testing of all applicants. All associates may be subject to testing where circumstances establish that reasonable suspicion of prohibited substance use exists, following on-the-job accidents or injuries and, at the Company's discretion, on a random basis. (Where state laws differ, they will be followed).

A positive test may result in suspension or termination of employment. Any associate who refuses to comply with a proper request to submit to testing or who fails to cooperate in the test process will be terminated.

These procedures are designed not only to detect violations of this policy but also to ensure fairness to each associate. Every effort will be made to maintain the dignity of associates involved. Disciplinary action will, however, be taken as necessary.

We recognize that associates suffering from alcohol or drug dependence can be treated. We encourage any associate to seek professional care and counseling prior to any violation of this policy. For more information on how you or your family may receive assistance, please contact our EAP (Employee Assistance Program) at 1-800-647-3327 or www.lifesolutionsforyou.com.

2.5 INTRODUCTORY PERIOD

Our Company seeks associates who can work effectively with others and can perform their tasks efficiently. In order to determine if our association is mutually satisfactory, your first ninety (90) days of employment with the Company are considered an Introductory Period. This period will be a time for getting to know your fellow associates, your manager, the responsibilities involved in your job position, as well as becoming familiar with our Company's products and services.

This Introductory Period is a trial period for both you, as an associate, and the Company, as an employer. During this period, we will evaluate your suitability for employment, and you can evaluate our Company as well. At any time during this ninety (90) day period, you may resign. Also, during this period, we will evaluate your overall job performance. Attendance will be closely monitored during this period as well. Any job performance / attendance issues during the Introductory Period may result in the immediate termination of your employment.

At the end of the Introductory Period, your manager will discuss your job performance with you. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Completion of the Introductory Period does not guarantee continued employment for any specified period of time, nor does it require that an associate be discharged only for "cause." The completion of the Introductory Period is not cause for an automatic wage increase. In some cases, your supervisor may request an extension of the Introductory Period to further evaluate your work performance.

2.6 NEW ASSOCIATE CHECK IN

If you are a new associate, you are required to meet with your supervisor or Human Resources Representative when you begin work. All required new hire paperwork must be completed on a timely basis to ensure that a new associate meets all legal requirements and can be placed on the Company's payroll.

2.7 I-9/ PROOF OF EMPLOYMENT ELIGIBILITY

Shaner complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are eligible to work in the United States.

Federal regulations require that within three (3) days of employment, all new hires must complete and sign Federal Form I-9, Employment Eligibility Verification Form. At this time, new associates will need to present documents of identity and

verify their eligibility to legally work in the United States.

If an individual cannot verify his or her right to work within three days of hire, Shaner may terminate his or her employment.

2.8 HUMAN RESOURCES ADMINISTRATION

The responsibility for managing Human Resource records and related administration functions at the Company has been assigned to your local Human Resources department or the manager responsible for these functions at your business. Questions regarding the interpretation of policies and procedures should be directed to your manager, your business' Human Resources Department or the Shaner Corporate Human Resources Department.

If you have questions regarding your paycheck, you may contact the manager responsible for payroll at your location.

Questions regarding insurance may be directed to the Corporate Benefits Department.

2.9 ANNIVERSARY DATE

The first day you report to work is your hire date. This date will be used to calculate your "official" anniversary date. Your anniversary date may be used to compute various conditions and benefits described in this manual.

2.10 FORMER ASSOCIATES

The Company may consider a former associate for re-employment, under certain circumstances. Such applicants are subject to the Company's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with the Company. The applicant must have provided at least two weeks advance notice of their intention to terminate their employment with the Company and worked that entire period. Associates who are terminated for cause or who do not work their full two-week notice period will not be allowed to return to the Company without prior approval.

2.11 RE-HIRE BRIDGING POLICY

If you are a former Company associate, are eligible to return to work, and are re-employed within twelve (12) months of termination, your absence will be treated in one of the following ways:

1. All rehired associates with one or more years of service prior to their termination will be rehired using their original date of hire.
 - Paid Time Off accrual will be based on your original hire date and you will start accruing Paid Time Off upon rehire. Any Paid Time Off forfeited at time of termination will not be reinstated at time of rehire.
 - If previously eligible for benefits, rehired associates who are still classified as full-time are entitled to reinstate their benefits the first of the month following the date of rehire. Proper deductions must also be reinstated.
 - Any associate previously eligible for 401K and Company Paid Life Insurance may have these benefits reinstated immediately upon rehire. If a returning associate wishes to re-enroll in the 401(k) plan, they must do so prior to the first payroll after their return. Otherwise, the associate will be required to wait until the next enrollment period after their re-employment to begin contributing to the 401(k) plan.
 - If a Company paid holiday falls during the first 12 weeks following the date of rehire, holiday pay for non-exempt associates will be based on the average number of hours worked per daily shift since the date of rehire. Once the associate has worked for 12 weeks, holiday pay will be determined as stated in our Paid Time Off Policy.

2. All Rehired associates who terminated with less than a full year of service will be rehired as follows:
 - Any rehired associate who terminated **before** completion of their 90-day introductory period will have their rehire date as their hire date in the payroll system. (Previous service will be deleted).
 - Any rehired associate who terminated **after** completion of their 90-day Introductory Period with less than 1000 hours of service will have their rehire date as their hire date in the payroll system and will be eligible for reinstatement of benefits if the associate previously participated.
 - Any rehired associate who terminated after completion of their 90-day Introductory Period with more than 1000 hours of service will have their original hire date with the company as their rehire date and will be eligible for reinstatement of benefits if the associate previously participated.

NOTE: Any rehired associate who has had more than 90 days lapse since their termination date will again undergo a standard pre-employment background check and drug screening.

2.12 HOURS OF WORK

The nature of the Shaner business operations can require adequate staffing levels twenty-four hours a day, seven days a week, 365 days a year.

Your particular hours of work, and the scheduling of your breaks and meal periods, will be determined by your manager or department head. We remind all associates that the Company's business operations require that associates be flexible in regards to their work hours. The Company cannot guarantee that an associate's work schedule will not change to meet the needs of the business. If an associate's work schedule is going to change, every effort will be made to notify the associate prior to the change being implemented. Associates who refuse to be flexible in regards to their work hours will be subject to Corrective Action, up to and including termination of employment.

In some business operations, work schedules will be posted. If work schedules are posted, it is the associate's responsibility to check the schedules for any changes. Questions regarding the work schedules should be directed to your manager.

Days off from work and requested changes in working hours must be coordinated with and approved by your manager.

2.13 RECORDING OF WORK HOURS

If you are a non-exempt (hourly) associate, you are required to use the Company time clock and / or an official time log to record your hours of work. Hourly associates must clock in at the beginning of their work shift, clock out and back in for meal periods, and clock out at the end of the work shift.

Your time record is the official record for the Payroll Department. Your record indicates when you arrived and when you departed. You are to punch in and out for meal breaks and for any period when you leave Company premises for activities unrelated to your job, such as attending a doctor's appointment. All associates are required to keep their manager advised of their departure from and return to the premises during the workday.

Please remember that you are responsible for your time record! If you forget to clock in or out, or make an error, your manager must make the correction.

Associates must be prepared to start work when they clock in. Associates are prohibited from clocking in or out for another person or working without clocking in.

Violation of this policy will result in Corrective Action.

2.14 MEAL & REST BREAKS

Associates may receive a meal break during their work schedule, as modified by local state law. Your manager will designate the meal time and area. If you are a non-exempt (hourly) associate, you will be responsible to clock in and out for these breaks and, as such, will not be required to engage in work during this time. Associates: Please be advised that unpaid breaks and meal times must be a minimum of 22 minutes in length.

In some cases, your manager may also schedule rest breaks during your work shift. If an hourly associate is leaving the premises, they must clock out. If an associate fails to clock in or out during breaks, resulting in their being paid for time for which they are not eligible, or if they are taking Company property home with them, this is considered an act of theft. The unauthorized use of Company services or facilities for personal use is also considered theft.

2.15 EMPLOYEE MEAL PLANS

Shaner Hotels offer meal plans as a benefit at some of our business operations. This benefit is usually available at our full service hotels.

If a Meal Plan is available at your property, it will be provided at a discounted rate to eligible associates. A meal will be available during each shift for which the associate is scheduled to work. Beverage / fountain drink service may be included in the plan.

Participation in the plan is voluntary. You will be asked at the time of hire if you wish to join the Meal Plan. If you wish to participate, you will sign an authorization permitting the discounted cost of the meal plan to be deducted from your paycheck.

Please keep in mind the following key provisions:

- The property cannot accommodate special meal requests. The Chef will make every effort to have vegetarian options available.
- Associates may not use carryout containers to take food home. This benefit is for associates only and does not include family members.
- Associates who chose not to participate in the plan may not, at any time, help themselves to foods or beverages for which they do not pay.

Please ask your manager if your business has a meal plan, the cost of the plan, and how to participate.

2.16 CONFIDENTIAL INFORMATION

It is the policy of the Company to ensure that the operations, activities and business affairs of the Company and our clients are kept confidential to the greatest possible extent. Misuse of confidential and proprietary information can have serious consequences for individuals as well as the company, including civil and criminal liability. During the course of your employment by the Company, you may have access to information and material that is considered proprietary, confidential and/or to contain trade secrets. Such information and materials may include company financial information, names, addresses, credit information, personnel files, clients and/or vendors with whom the Company has or is considering a business relationship. The foregoing is not an exhaustive list and confidential information will also include any other information or documents identified as confidential or proprietary or which you know or have reason to know has such status. Furthermore, you understand that information may be confidential regardless of whether such information or materials were furnished to you by the Company or developed in connection with or as a result of your performance of services for the Company.

Associates must treat all confidential information as strictly confidential, not to be disclosed or allow it to be disclosed by anyone not having a need to know it on behalf of the Company. Associates may not use any confidential information except as required in the performance of their job duties for the Company. Associates may not move confidential materials or information from company premises or premises where the Company is performing service except as required in the performance of their job duties. If for any reason you deem it necessary to disclose confidential information, you must obtain the approval of your manager before doing so.

Please be advised that nothing contained in this rule will prohibit you from discussing your wages, hour or working conditions.

2.17 VERIFICATION OF EMPLOYMENT

All requests for verification of employment and/or references are to be directed to the Corporate Human Resources Department. The Company's response to written or telephone requests for reference information concerning a former associate will indicate only: name, dates of employment and last position held. Any additional information will only be provided with the written consent of the associate.

2.18 PERSONNEL FILES

The Company maintains a personnel file for each associate. The personnel file documents many aspects of the associate's tenure with the company, facilitating decisions about transfers, promotions, compensation, and other policies. To the extent consistent with local or state law, the Company reserves the right to maintain confidentiality of information in the personnel file such as comments of persons utilized as references for employment and for other reasons as determined by the Company to be detrimental to its best interest.

Access to company files, including personnel files, is restricted. A current associate, or an agent designated by the associate, will be granted access to their personnel file on written request made to the Corporate Human Resources Department or the individual responsible for the Human Resources function at the business. You may be granted supervised access up to twice a year. Current associates may request copies of any document in the personnel file and may submit written explanations of any disagreements the associate has regarding information contained in the personnel file.

Any additional access required by law will be granted.

2.19 PERFORMANCE REVIEWS

Your manager is continuously evaluating your job performance. Day-to-day interaction between you and your manager should give you a sense of how they perceive your performance.

The Company normally conducts a formal review of an associate's job performance at least once each calendar year.

At the completion of the 90-day introductory period, associates may receive a formal or informal performance review. Thereafter, performance reviews will be conducted annually. New associates may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

2.20 EMPLOYMENT OF RELATIVES

Shaner is a family business and welcomes the employment of our associate's relatives in positions for which they are qualified. Relatives of associates are eligible for employment with the Company under certain circumstances. Relatives may work in the same division or department only if the individuals involved do not work in a direct supervisory relationship, or in positions in which a conflict of interest could arise. Examples of a conflict of interest include a relative having

input on an employee performance evaluation or increase in compensation, or approval authority for expenditures.

Exceptions to this policy must be approved by the Company President or Chief Executive Officer.

For the purposes of this policy, “relative” is defined as a parent, spouse, child, siblings, aunt, uncle, niece, nephew, grandparent, in-laws and step-relatives. Present employees who establish a domestic relationship will be permitted to continue working in their current job assignments only if they do not report to one another or present a potential conflict of interest.

2.21 CONFLICTS OF INTEREST

All associates of the Company are expected to be loyal to the affairs and best interests of the Company. Associates are required to refrain from engaging in activity opposed to the best interests of the Company or any activity which conflicts with the proper execution of the associate’s job responsibilities. While it is not possible to list all the situations which might be considered a conflict of interest or detrimental to the best interests of the Company, listed below are some situations and relationships which must be avoided:

- For an associate or an immediate member of his/her family to accept favors from any person or organization which does business with the Company. Such unauthorized favors may be in the form of monetary compensation, commissions, or lavish gifts and entertainment with a value over \$100.
- For an associate to disclose privileged Company information or data without proper authority.
- For an associate or an immediate member of his/her family to have an interest in an organization which has or is seeking to have business dealings with the Company where there is an opportunity for preferential treatment.
- For an associate to be employed by or be engaged in a consulting role with a competing business operation.
- For an associate or an immediate member of his/her family to buy, sell or lease equipment, material, property or services from or to the Company or to any company or individual who is seeking to become a supplier, customer or contractor, except with the knowledge and express written consent of their manager.
- For an associate to accept employment in a management capacity, or as a consultant, for any organization or individual doing or seeking to do business with the Company, except with the knowledge and express written consent of their manager.
- For an associate to accept commissions or to collect fees or rebates from any organization or individual doing or seeking to do business with the Company.

Situations of actual or potential conflict of interest are to be avoided by all associates. Personal involvement with a competitor, supplier, vendor, client or a subordinate associate of the Company, which impairs an associate's ability to exercise good judgment on behalf of the Company, creates a conflict of interest.

Associates that have supervisory responsibilities are reminded that personal relationships with subordinates are not only a conflict of interest, but can also lead to supervisory problems, morale issues and potential claims of sexual harassment. (See Employee Fraternization Policy)

Violations of this policy will be treated in the most serious manner and subject an associate to corrective action, up to and including termination of employment.

2.22 EMPLOYEE FRATERNIZATION POLICY

Shaner Hotels wants to preserve a working environment that has clear boundaries between personal and professional relationships. This is believed to be the best practice for conducting business in a professional manner. This policy establishes clear boundaries with regard to how relationships develop at work and within the confines of the work area.

- During Work hours and in work areas, associates of Shaner are expected to keep all personal interactions limited and at a professional level to avoid distracting or offending others.
- Associates are prohibited from engaging in any physical interactions that would be seen as inappropriate in the work area. What constitutes inappropriate conduct is in the discretion of the Company.
- Associates who engage in personal relationships with others and allow these relationships to negatively affect the working environment will be subject to disciplinary action. If said associates fail to change their behavior after disciplinary action takes place, they may be subject to termination.

Romantic relationships between supervising, managing or executive employees and subordinates are strictly prohibited. If a relationship does develop between a supervising employee and his or her subordinate, management should be notified immediately so that a department transfer may be considered.

2.23 OUTSIDE EMPLOYMENT

If the Company employs you in a full-time position, we expect that your position here is your primary employment. Any outside activity, except as may be protected

by federal, state or local law, must not interfere with your ability to properly and safely perform your job duties at the Company.

If you were thinking of taking on a second job, you are to notify your manager immediately. He or she will discuss this opportunity with you to make sure that it will not interfere with your job nor pose a potential violation of the Company's Conflict of Interest Policy.

2.24 GIFTS AND GRATUITIES

The practice of accepting gifts and gratuities from persons outside the Company tends to place our business and its associates in embarrassing circumstances and is prohibited. (See Conflict of Interest).

This prohibition would, in no way, prevent accepting gratuities from customers and guests for services provided by associates in classifications normally described as "tipped" positions. However, under no circumstances may an associate solicit or imply in anyway that gratuities are expected for service. In addition, at no time shall an associate accept or solicit a gift from a supplier or vendor representative. Any questions regarding gifts or gratuities can be directed to your manager.

Associates are not permitted to give gifts to customers or suppliers, except for certain promotional "premiums" imprinted with the Company logo or sales information as authorized.

2.25 ATTENDANCE ON THE JOB

Attendance at work is a critical component of an individual's success and in the achievement of our business goals. Associates are reminded that good attendance is a key aspect of their job performance review.

All associates are required to report to work on time as scheduled and to work all required hours. This policy establishes rules regarding absenteeism, tardiness, inclement weather day absences, call off procedures and the consequences of poor attendance on the job.

1 Absence:

- a. An associate is considered absent from work when they fail to report to work as scheduled, or leave early during their shift. Exceptions will be made for the following reasons only:
 - i. Death in the associate's immediate family, as detailed in the Company bereavement policy

- ii. Military Leave, Leave of Absence approved under FMLA, or other authorized Leaves of Absence.
- iii. On the job injury that has been properly and immediately reported.

Any request for paid time off (PTO) from work that is approved by the associate's supervisor in advance is not considered an absence as it pertains to this policy. Requests for PTO must be made in writing and must be approved by the manager except as manager.

2 Tardiness:

- a. Associates are expected to be at their work area, in complete uniform if applicable, and **ready to begin work at their work** at their scheduled start time. Associates will be considered tardy for work if they report six (6) minutes past the scheduled start time.
- b. If an associate knows that they will be late, they are required to call their supervisor, or the person designated by your supervisor, to notify them. Each instance of lateness is considered a single incident and will be counted against the associate's attendance record.
- c. Certain extreme situations, such as a major weather event that impacts the public transportation system, may cause a large majority of the associates to report to work late. The manager, at their discretion, may waive the tardiness policy for all associates for a particular incident.

3 Managing absences due to weather conditions:

- a. When inclement weather occurs, some associates make it to work and others do not. The Company normally does not give free time off for such absences except in extreme circumstances. If an associate is late or absent for work, the associate is required to use their accrued PTO to compensate them for the scheduled hours that were missed. Similarly, if associates are given permission to leave work early, the work time missed is accounted for by using PTO.
- b. Salaried personnel are considered essential staff and are expected to report to work – otherwise it will be considered an unexcused absence.

Call Off Procedures:

The Company expects all of its associates to take responsibility for their attendance. If an associate is going to be late or absent, they are to notify their supervisor two (2) hours prior to their scheduled start time. In the event that an

associate is unable to reach their supervisor, the associate must leave a message for the supervisor and provide a call back number. The supervisor may contact the associate to confirm receipt of the message. Associates are reminded that, except in extreme emergencies, calls from friends or relatives are not acceptable. When calling off from work, associates are required to provide:

- Name
- Department
- Reason for absence or tardiness
- Any tasks that need immediate attention
- The expected day/time they will return to work
- Call back phone number

If an associate is late or absent from work, the associate is required to use their accrued PTO to compensate them for the scheduled hours that were missed.

Associates are reminded that they contact their supervisor each day that they are absent from their scheduled work shift and provide an update as to their status for returning to work.

A doctor's note may be required for absences that last 3 or more scheduled workdays. A note from a doctor does not excuse an unscheduled / unexcused absence and that absence will be tracked as part of the associate's attendance record.

Scheduled and Unscheduled Absences / Tardiness

In situations where an associate schedules time away from work and receives the approval of their manager / supervisor, that absence is excused and will not be included in the associate's attendance record. (i.e. scheduling time off for vacation or personal reasons)

An unscheduled absence or tardy is when the associate calls off from a scheduled shift or fails to report for work at the time they are scheduled (i.e. calling in sick / late prior to the scheduled shift). Unscheduled / unexcused absences or tardiness are considered an occurrence for purposes of corrective action under this policy. An occurrence is defined as a single incident of absence or tardiness. For example, being tardy for a scheduled work day is one occurrence. Consecutive days of absence from work may be considered a single occurrence. An example would be if an associate missed 3 consecutive days or work due to an illness.

No Call – No Show

A No Call No Show (NCNS) absence is when an associate fails to report to work and fails to contact their manager / supervisor. If an associate is a NCNS for three

(3) consecutive days of scheduled work, the Company will interpret that action to be job abandonment. In that case, the associate's employment with the Company will be terminated and recorded as a voluntary separation of employment.

Attendance Point System & Progressive Discipline:

The Attendance Policy utilizes a point system under which all associates will be treated fairly and consistently. Upon receiving 18 points, an associate will be suspended with a recommendation for termination. The system provides clear and advance warning to ensure associates understand the consequences of their actions.

Calculation of Attendance Points

Points will accumulate or reduce on a continuous basis in the following manner:

- Each tardy / leave early occurrence 2 points
- Violation of call off procedure 2 points
- Each occurrence of absenteeism 3 points
- No Call No Show 9 points

Reduction of Points and Merit Points

- Attendance will be evaluated on a rolling 12 month basis. After a period of twelve (12) months has passed since an occurrence has occurred, the points issued for that occurrence will be removed.

Application of Progressive Discipline

Progressive discipline will be applied based upon the accumulation of points in the following manner:

- 6 points Verbal Warning
- 12 points 1st Written Warning
- 15 points 2nd Written Warning (Final)
- 18 points Suspension with recommendation for termination

90 Day Probationary Period

Associates who are within their introductory period (first 90 days of employment) may be subject to termination of their employment if they accumulate 6 points within that time span.

Attendance policies may vary slightly based upon your work location. If you have questions regarding the attendance standards for your work location, please contact your manager.

2.26 STANDARDS OF CONDUCT

As an associate of Shaner, you have a responsibility to the Company and to your fellow associates to adhere to certain rules of behavior and conduct. The purpose of these rules is to ensure that you understand what conduct is expected and necessary. When each associate is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization is a better place to work for everyone.

PROHIBITED CONDUCT

Although there is no way to identify every possible violation of our standards of conduct, the following is a **partial** list of infractions that will result in corrective action:

- Willful violation of any Company policy.
- A deliberate action that is clearly detrimental to the Company's efforts to operate profitably.
- Willful violation of or failure to observe security / safety rules or Company safety practices.
- Violation of the Company's Drug-Free Workplace Policy.
- Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on Company premises or when representing the Company, including disorderly conduct, fighting, horseplay, provoking a fight on Company property, or negligent damage of property.
- Threatening, intimidating or coercing fellow associates on or off the premises -- at any time, for any purpose.
- Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of Company property, or the property of fellow associates, customers, suppliers, or visitors in any manner.
- Insubordination: refusing to obey any reasonable instructions issued by your manager pertaining to your work or refusal to help out on a special assignment.
- Theft of Company property or the property of fellow associates or visitors; unauthorized possession or removal of any Company property.
- Unauthorized use of Company equipment or property for personal reasons; using Company equipment for personal profit.
- Failure to report knowledge of theft or destruction of Company property to the management team.
- Dishonesty; falsification or misrepresentation on your application for employment, documentation submitted for medical or benefit purposes or falsification of any other work documents or records.
- Giving confidential or proprietary Company information to competitors, other organizations or to unauthorized associates; working for a competing business operation.

- Malicious gossip and/or spreading rumors; interfering with another associate on the job; willfully restricting work output or encouraging others to do the same.
- Workplace bullying, such as abusive or offensive language, unwelcome behavior, unreasonable insults or criticism, teasing, trivializing of work or achievements and exclusion or isolation.
- Unsatisfactory or careless work.
- Violation of the Company's Non-Discrimination & Harassment Policy.
- Inappropriate fraternization with customers, fellow associates or subordinates on Company property.
- Leaving Company work premises before the end of a workday or not being ready to work at the start of a workday without approval of your manager; stopping work before time specified.
- Sleeping on the job, loitering or malingering during working hours.
- Leaving your assigned workstation during work hours without the permission of your manager.
- Smoking in restricted areas or at non-designated times.
- Creating or contributing to unsanitary conditions.
- Posting, removing or altering notices on any bulletin board without permission from your manager.
- Obscene or abusive language in the workplace; rudeness towards a customer or fellow associate; any disorderly/antagonistic conduct or profanity on Company premises.
- Speeding or careless driving of any Company vehicles or similar unsafe acts.
- Failure to immediately report damage to or an accident involving Company equipment.
- Soliciting during working hours and/or in working areas; selling merchandise or collecting funds without authorization during business hours, or at a time or place that interferes with the work of another associate on Company premises.
- Failure to maintain a neat and clean appearance in terms of the standards established by your manager.
- Eating food and beverages in undesignated areas.
- Failure to properly clock in or out to record your hours of work, failure to properly record break periods, alteration of your own time records or altering another employee's time record, or causing someone to alter your time record.
- Failure to attend to a customer complaint following the protocol established by your manager.
- Failure to follow company job instructions, verbal or written; performing other than assigned work without the permission of your manager.

2.27 VIOLATIONS OF POLICIES

As an associate of the Company, you are expected to abide by all of the policies in this handbook. Failure to do so may lead to Corrective Action.

A partial list of causes for possible Corrective Action is presented under “Standards of Conduct” in the Employment Policies section of this handbook. This listing is provided for illustrative purposes only and is not to be considered all-inclusive. Nothing contained herein shall be construed to mean that the Company in any way waived its right to treat any given associate as an employee at will, subject to discharge at the discretion of the Company.

2.28 CORRECTIVE ACTION

Corrective Action may range from informal counseling (Verbal Warning) to formal counseling (Written or Final Warning) to Suspension and Termination of Employment. **The Company reserves the right to choose which type of Corrective Action is appropriate based upon the seriousness of the situation, and does not guarantee that an associate will be provided either a verbal or written warning prior to termination of employment. The most serious issues related to job performance, unacceptable behavior or violations of Company policies may warrant immediate termination of employment.**

The Company utilizes five levels of Corrective Action to document and communicate issues to an associate. Your manager, in consultation with the senior management team and the Human Resources Department, will determine the proper level of corrective action based upon the issue being addressed. Any previous warnings and the time that has elapsed since the warning(s) took place will be considered when determining the proper level of corrective action.

- **Verbal Warning** – This step, normally involving a first occurrence of a problem, provides an opportunity for the manager to identify a specific issue(s), review the issue(s) with the associate, and make clear the consequences if the problem is not corrected in a timely manner. Managers are encouraged to document the day, time and subject of the warning for future reference.
- **Written Warning** – At this level, a formal, written document is prepared for review with the associate. This document defines the problem / issues, may refer back to any applicable previous warnings, outlines the actions required to correct the problem and explains the consequences of the warning. During a three (3) month period of time following a Written Warning, associates may be ineligible for transfer, promotion or increase in compensation.
- **Final Warning** – A Final Warning is utilized for serious violations of Company policy or other inappropriate behavior, or failure to immediately & consistently improve performance following a Written Warning. This warning will include the same type of information contained in a Written Warning but will make clear that the consequences of continued problems / issues will include Suspension or Termination of Employment. During a

six (6) month period of time following a Final Warning, an associate is not eligible for transfer, promotion or increase in compensation.

- **Suspension** – This step is reserved for serious violations of Company policy or inappropriate behavior, failure to improve performance following a Final Warning, or when an action by the associate requires additional investigation by management. If an associate is placed on suspension, they will be placed on an unpaid leave pending investigation of the situation. The investigation will result in a final recommendation by the senior management team and the Human Resources Department. A decision will be made at that time whether the leave is paid or unpaid.
- **Termination of Employment** – The most severe violations of Company policy or inappropriate behavior, or failure to improve and sustain satisfactory job performance will result in the termination of the associate’s employment with the Company. The decision to terminate employment will be made by members of senior management and the Corporate Human Resources Department.

2.29 OPEN DOOR POLICY / PROBLEM RESOLUTION PROCEDURES

Our Company believes in an “open door” policy, meaning that our door is always open to your suggestions or questions. We value your input and you should feel free to make suggestions or raise issues of concern.

Normally, associates are asked to use the Problem Resolution Procedure outlined below if they have a work-related issue or concern. However, if the problem is of a personal or delicate nature, you may meet first with any member of the management team, including the Human Resources Department, to discuss it. He or she will determine if you should first discuss the problem with your manager utilizing the problem resolution procedures.

If the complaint, suggestion or question is of a nature that use of the Problem Resolution Procedures would not be appropriate, the member of the management team will assist you in taking appropriate action.

A toll free “Hot-Line” has been established at the Shaner Corporate Office to receive calls from associates who would like to report violations of the Company’s Non-Discrimination & Harassment Policy or other policy violations. The phone number is (877) 598-2866. Violations may also be reported to www.employeeline@shanercorp.com.

Problem Resolution Procedures:

Despite the efforts of all concerned, it is recognized that problems will arise from time to time. These may involve personal differences, disagreements, or interpretations of policy or perceived mistreatment or illegal acts. Accordingly, the Company utilizes a problem resolution procedure whereby employees will have assurance that such problems will be addressed.

All matters properly brought to the attention of a Company representative will be given prompt and equitable consideration. In accordance with this policy, an associate's employment will not be jeopardized for attempting to resolve a problem through this procedure.

Step 1: In cases where problems arise, associates are asked to discuss the matter with their immediate manager / supervisor.

Step 2: If an associate cannot resolve their issue with their immediate supervisor / manager, the associate is encouraged to bring the matter to their local Human Resources Representative or the next higher level of management. If the matter remains unresolved, the associate may then contact the higher level of the management team, up to and including the General Manager, Regional Director, Chief Operating Officer or the Company President. At this level, requests for resolution of the problem should be made in writing with copies to Corporate Human Resources. All such requests shall be responded to in writing within a reasonable time.

Step 3: If an associate's grievance directly concerns the actions of his or her manager, the associate may use the corporate "Hot-Line" or file a written complaint to: Shaner Corporate Offices, Corporate Human Resource Department, 1965 Waddle Road, State College, PA 16803 (814) 234-4460. Associates are asked to provide their contact information and their work location.

Those contacting the Company for assistance in problem resolution, or for any other counseling or advice, can be assured that no adverse action will be taken against them solely for asking for assistance, unless the information provided by the associate is intentionally false or for reasons unrelated to resolution of his or her employment issue.

Nothing contained in this Problem Resolution Policy shall interfere with, change, curtail, or restrict execution or keep from implementing any decision of the Company in reference to the promotion, demotion, discipline or discharge of any employee. It is clearly understood that associates of the Company are employees "at will", and may be promoted, disciplined, reduced in rank or position, or terminated as the Company deems appropriate.

2.30 LEAVING THE COMPANY

It is our hope that you enjoy a long and successful career with Shaner. Should you decide to leave the Company, we ask that you give us at least two weeks' notice. Failure to provide at least two (2) weeks' notice of termination, and work the full two week period, may result in your ineligibility for re-employment with the Company in the future.

If your performance is unsatisfactory due to lack of ability, failure to comply with Company policies or failure to fulfill the requirements of your job, a reasonable effort will be made to notify you. If immediate and sustained improvement does not occur, you may be dismissed. There are some incidents that may result in immediate termination of employment.

Upon termination from the Company, all earned wages and accrued, unused Paid Time Off (PTO) will be paid to the employee by the next scheduled pay period, unless where state law requires otherwise.

In most instances of termination of employment, the Company does not provide severance payments. However, the Company reserves the right to make a determination concerning this issue on a case-by-case basis complying with all applicable laws.

2.31 RETURN OF COMPANY PROPERTY

All Company property issued to you during your employment, such as keys, tools or uniforms must be returned to your manager at the time you leave the Company or whenever your supervisor or a member of management requests it. You may be responsible to pay for any lost or damaged items.

2.32 EXIT INTERVIEWS

In instances where an associate leaves our employ, the Company's management team would like to discuss your reasons for leaving and any other impressions that you may have had while with the Company. You may be asked to grant us the privilege of an exit interview, in person or by mail.

SECTION THREE

OPERATIONAL POLICIES & PRACTICES

3.1 INFORMATION TECHNOLOGY & DATA SECURITY POLICY

The purpose of this policy is to outline the acceptable use of information technology equipment at the Company. These rules are in place to protect our associates and the Company. Inappropriate use exposes the Company to risks including virus attacks, compromise of network systems and services, and legal issues.

Acceptable Use

The Company provides computers, network systems and infrastructure, along with electronic mail (e-mail) systems to permit the completion of job duties. This equipment and any other informational, storage, or retrieval services that the company administers are provided for business purposes only. Consequently, the uses of these facilities for unreasonable and excessive personal reasons are strictly prohibited. At no time may associates use company equipment or systems to advertise or for purposes of solicitation or distribution of materials except those requested and approved by management.

The Company reserves the right to enter, search, and monitor the computer files or e-mail of any associate, without advance notice. Such action will be taken for business purposes such as investigating theft, disclosures of confidential business or proprietary information, personal abuse of the system, or monitoring workflow or productivity. Associates are not to expect any degree of privacy when using any Company equipment, e-mail, service or computer.

Internet Use

Another electronic business tool that may be available to you is Internet access. The Company has software and systems in place that can monitor and record Internet usage. Associates should be aware that our systems are capable of recording each site, chat, newsgroup or e-mail message, and each file transfer into and out of our internal networks. The Company reserves the right to do so at any time and to review such recordings or computer service provided to you by the Company. No associate has a reasonable expectation of privacy in his or her Internet usage.

The Company encourages associate use of the Internet for business reasons. The following are some examples of acceptable Internet usage:

- To communicate with other associates and clients regarding matters related to your job.
- To research information related to your job.
- To facilitate performance of any task or project in a way that follows company policies and procedures.

GUIDELINES FOR USE:

- When you communicate by Internet with individuals, groups, or institutions you do so as an individual. You should not present your views, ideas, questions or actions as representing the Company unless doing so in a professional capacity.
- Use only services you have authorization to access.
- Always represent yourself as yourself – never someone else.
- Do not send unencrypted company confidential or proprietary information over the Internet. If you are uncertain whether material is confidential or proprietary, consult your manager.

As a condition of providing Internet access to our associates, the Company places certain restrictions on workplace use of the Internet. The following list contains examples of unacceptable behavior. It is not meant to be a complete list but to provide a general understanding of what the Company considers to be unacceptable conduct. Any of these behaviors constitutes sufficient reason for corrective action:

- Dissemination or printing of copyrighted materials (including software) in violation of copyright laws.
- Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential Company information in violation of Company policy or proprietary agreements.
- Using offensive or harassing statements or language including disparagement of others based on their sex, race, national origin, religion, age, veteran status, sexual orientation or disability.
- Using the Internet to view pornography.
- Using the Internet for personal gain or profit. Operating a business, pursuing business opportunities or soliciting money for personal gain, or searching for jobs outside the Company.
- Using Internet e-mail for illegal or wrongful purposes.
- Providing information about Company associates to others.
- Giving your password to another person or using another individual's access information.
- Giving access information to anyone or attempting to logon to a company computer, network or the Internet using another person's account may result in immediate cancellation of your user privileges.

Procurement of Technology and Services

The Company has procedures in place for procuring technology, software, and maintenance services from any IT vendor or service provider, including but not limited to:

- Software
- Computer and server hardware

- Printing and copying equipment
- IT system maintenance agreements and service plans
- Cell phones, phone switches, and other communication technology
- Security camera and surveillance technologies

All of the above must be procured and coordinated by the Company's Corporate IT Department through a written request processed through our IT Help Desk. Associates are not authorized or eligible for reimbursement of any computer equipment or software if purchased prior to receiving authorization from the Corporate IT Department. In addition, associates are not authorized to sign contracts or maintenance agreements without the proper legal review and IT Department's signature approval for any IT related services.

Data Security & PCI Compliance

The Company provides its associates with computer technology for the purpose of performing work related duties and requires vigilance on the part of every associate to adhere to all data security procedures and best practice procedures to mitigate risk to the associate and company in the event of a security breach.

It is the responsibility of all associates to protect the integrity of their passwords and user IDs on all systems to include but not limited to: PMS, POS, email, and any company owned computers, communication, and network systems. Associates are not permitted to share, write down, or distribute their user credentials with any associate or non-employees to include family members or third party vendors. Any breach of client, guest, associate, or corporate privacy as a result of a compromised username or password will fall on the responsibility and liability of the associate whose account provided breach access. Therefore, vigilance and best practices should be adhered to at all times.

Associates are not permitted to install software, reimage computers, or remove computer hardware from the company premises without written approval from the Corporate IT Department. Expressed permission is granted to laptops and other portable electronic devices to include: Projectors, PDAs, cell phones, and other communication devices.

Associates are not permitted to allow unauthorized users access to their computers or terminals at any time without formal permission from the Corporate IT department. In the event of a lost or stolen computer system, associates are required to report the incident to the Corporate IT Department within 24 hours of the event. Unauthorized access to client, guest or associate data can lead to identity theft, credit card compromise, or breach of company security.

Associates are not permitted to move, network, or change network configurations on any Company owned asset without prior permission from the Corporate IT Department. Associates are not permitted to use personally owned computer

technology on the business' network. The use of personal computers is strictly prohibited on any network other than HSIA or other client / guest networks.

3.2 SOCIAL MEDIA POLICY

The Company is committed to maintaining a good relationship with our associates and the communities in which we do business. The way the public views the Company is vital to promoting and growing our business. While the Company does not intend to control associates' actions outside of work, it is important that associates practice caution and use discretion when visiting and posting content on the Internet. This is especially true with social networking sites.

This policy applies to all media sharing, blogging, social networking and other data sharing site. Examples include YouTube, Flickr, Facebook, Twitter, Tumblr, Instagram, MySpace, LinkedIn, Scribd, Xanga and Bebo. The list of domains is ever-growing and changing due to the nature of the Internet. The purpose of this policy is to support a constructive relationship between the Company and our associates, reduce the possibility of risk to the Company or its reputation, and ensure that associates understand the consequences associated with their actions on these sites.

Before engaging in any social networking sites, remember that the basic principles and policies to which you've agreed to as an employee of the Company also hold true in online forums. The following standards apply to the use of social media:

- Access to social media sites during working hours is limited to those associates who have a specific job task or assignment to do so in relation to their job responsibilities. Personal use of social networking sites is limited to non-work time and may not interfere with your work for the Company. As an associate, you must be focused on our guests / clients and your job performance.
- Unless you are specifically authorized to do so as part of your job responsibilities, you may not use your Company e-mail address to register for entry into social media sites, to read e-mail alerts regarding personal social networking account activity, to correspond with personal social networking contacts or to upload photos and other content onto these sites.
- You may not share any confidential information regarding the Company, Company associates, or Company clients / guests via social media. This includes financial data, client data, intellectual property and trade secrets. (Please refer to the Company's Confidentiality Policy).
- Personal use of social networking sites may not violate Company policy

as it relates to Company associates, clients or guests. For example, social media may not be used to post comments or references to associates, clients or guests that are vulgar, obscene, threatening, intimidating, discriminatory or harassing (i.e., all examples of misconduct under the Company’s Policy against Discrimination and Harassment). Behavior violating such policies can result in disciplinary action, up to and including termination of employment.

- Unless specifically authorized to do so, associates are not authorized to communicate on behalf of the Company. Remember that the personal opinion of an associate who directly or indirectly identifies themselves as a Company employee could be misconstrued as an opinion of Company or the business location. We strongly urge associates to use this disclaimer: *“The views expressed on this [blog; website] are my own and do not reflect the views of my employer.”* When applicable, we suggest including this language in an “About me” section of your online profile.
- Some social networking sites invite members to write recommendations or referrals for friends and associates. Managers / Supervisors must remember that posting a recommendation as a representative of the Company will give the appearance that the Company endorses the individual being recommended. Such comments may have consequences even when making the recommendation personally and not on behalf of the Company. Recommendations posted about current and former Company colleagues should be reviewed and approved by Corporate Human Resources. The Company has a policy in place in the event that a manager/supervisor is asked to provide a recommendation or to verify an associate’s employment with the Company (See Verification of Employment).
- If discussing Company matters over the Internet, you need to specify your connection to the Company, use good judgment, and strive for accuracy in your communications. Do not publish or post false information about the Company, its associates, clients or guests.

Remember: Social media platforms are often less private than they seem. If you would not want a broad audience to see comments you share online, you might not want to post them to the internet.

3.3 EMPLOYEE PRIVACY

In order to ensure a safe workplace and to protect the Company’s property and proprietary interest, the Company reserves the right to enter or inspect an associate’s

work area, with or without notice. Desks, telephones and computers are subject to inspection. Associates are reminded that in regard to the use of Company computer systems, there is no expectation of privacy.

Work areas, and items brought into the work area, that are subject to inspection include purses, backpacks, packages, lockers, computer documents, electronic mail (e-mail) and voice mail and computer storage disks.

In cases of searching your personal property not provided by the Company, the Company will limit searches to situations in which there is reasonable suspicion of irregularity or wrong doing, complying with all applicable laws.

3.4 BULLETIN BOARDS

Company bulletin boards are for the posting of materials that relate to company business. Please take the time to review them on a regular basis. No one is permitted to post or remove any information without the approval of the General Manager of the business or the Human Resources Department.

All unapproved or non-company related items posted on company bulletin boards shall be promptly removed.

3.5 COMPANY MEETINGS / TRAINING SESSIONS

There will be times when you will be required to attend a mandatory meeting or training session scheduled before, during, or after your regular working hours. You will be compensated for the duration of the meeting. It is to your advantage to be at these meetings. They give you and your fellow associates a chance to receive information on Company events, to review concerns and possible solutions, and to make suggestions about your department or your job.

Failure to attend mandatory meetings will result in Corrective Action.

3.6 DRESS CODE/PERSONAL APPEARANCE

How we look and appear provides a first impression of our company. All associates are expected to present a professional image at all times while conducting Company business.

Our grooming standards are set predictably, but understandably high. They should not be viewed as punitive or restrictive, but as an aspect of the associate's successful job performance.

Many of the Company's operations have developed a standard uniform. A great deal of time and research went into the design of uniforms for those associates serving our external guests. The uniforms, together with grooming standards and the actual quality performance of each associate, contribute to guaranteeing an enjoyable and memorable experience for our guests.

Your manager will review the dress code for your business operation with you at the time you begin employment with the Company.

ATTIRE:

Uniforms: Associates may be issued, or may be required to purchase, specific clothing items that serve as a uniform. Uniforms should be clean, neat and pressed at all times. When a uniform becomes unusable due to normal wear and tear, a new one will be issued at no cost to the associate upon the return of the worn out uniform. It is your responsibility to keep your uniform in good repair. If a uniform is lost, stolen or destroyed, the associate may be charged the cost of its replacement. The only pins or decorations that may be worn on uniforms are nametags or pins issued by the Company.

Guidelines:

- Each manager will ensure associates are issued their uniform and will discuss the components of a full uniform. Each manager will advise the associate of component(s) he/she may have to purchase and what fabrics, style, etc., are acceptable.
- Undergarments are to be color coordinated with the uniform. Example: under a white shirt a white or cream colored undershirt or camisole is to be worn.
- Shoes must complement the uniform and meet safety requirements. Each manager is to advise associates of acceptable shoe type, heel height, etc. to ensure that shoes meet company standards.
- If sneakers are permitted, they are to be leather only; no high tops, no stripes, no logos, etc. For example, if black pants are worn and sneakers are acceptable, they are to be solid black in color.
- Hose/socks should complement the uniform. If the department has not specified color, team member is to adhere to Company standard. Black socks are to be worn with black pants.
- Associates are to remain in full uniform while on duty.
- Associates may be sent home for wearing an incomplete uniform.
- All grooming is to be performed in private.
- You are to return your uniform to the manager when transferring to a non-uniformed position or upon separation of the company.

Non-uniformed:

Associate's attire should be conservatively fashionable.

Non-uniformed female:

Associates must dress in professional business clothing consisting of suits, dresses, dress pants, blouses and skirts. Leggings, stretch pants, stirrup pants or tights are unacceptable.

Non-uniformed male:

Associates are permitted to wear suits or coordinated trousers and a sport coat/blazer with short/long sleeved dress shirt and tie that complements the outfit.

Non-Uniformed Male & Female:

Attire must be clean, pressed, not deliberately faded in color and neat at all times.

- Clerical, non-uniformed associates may wear short or long sleeved, casual shirts or sweater coordinated with casual trousers.
- Garments must be comfortably fitting; excessively tight garments are not permitted.
- Hats, scarves or any type of headgear are not permitted.
- Sweatshirts, sweatsuits, T-shirts, or tank tops are not permitted.
- Belts if worn, must compliment attire.
- See-through materials are not permitted.
- Leather clothing is not permitted.
- Blue jean/denim fabrics are not permissible.
- If working anytime on off days, business casual clothing is acceptable.
- All associates are required to wear proper undergarments. Non-logo T-shirts can be used as an undergarment

Nametags:

Associates may be issued a nametag. Since nametags are an integral part of the uniform, they should be seen and transferred to coats and jackets. No decorations can be worn on a nametag.

Nametags should be worn on your jacket, shirt, blouse or sweater. If you lose your nametag, you must report it to your manager so a replacement can be ordered. You may be charged the cost of replacement.

Hair - Males:

A neat, natural haircut is essential. Hair is to be neatly cut and tapered. Hair beyond shoulder length should be pulled back.

Any extreme looks (e.g., including but not limited to mohawks, multi-colored dyeing, multi-colored bleaching, colored, tinted, or glittered hairsprays or ornamental design cut into hair) are not permitted. Appropriate hair confinement must be used in food service areas where required by law. The use of hair sprays, greases and gels must be minimal.

Mustaches and Beards:

A clean shave is essential. Gentlemen may wear mustaches and beards if they are groomed and neatly trimmed. Mustaches must be kept clean and trimmed so as not to extend over the upper lip or past the corners of the mouth. Extreme types of beards or mustaches are not allowed.

Sideburns:

Sideburns should be neatly trimmed and may be permitted to extend to the beginning or start of the earlobe, following their natural contour. Flares, mutton chops or other extreme types of sideburns are not permitted.

Hair – Females:

Female associates should keep their hair neatly combed and arranged in an easy to maintain style. Any extreme looks (e.g., including but not limited to mohawks, multi-colored dyeing, multi-colored bleaching, colored, tinted, or glittered hairsprays, tails, razor cuts, or ornamental design cut into hair) are not permitted. Appropriate hair confinement must be used in food service areas where required by law.

- Length: Those who prefer long hair should take special care that it is neat and well styled. Hair below shoulder length should be combed away from the face so that it will not fall forward while working, obstruct eye-to-eye contact or cover your nametag. One side should not be longer than the other. Braids and cornrows should be conservative and kept neat.
- Hair Accessories: In keeping with the Standards of Appearance, the following hair accessories are acceptable: A **conservative** barrette or comb, one headband to coordinate with uniform color (with no ornamentation, including bows). No more than two combs or barrettes.

Personal Cleanliness:

Clean, presentable fingernails are a must. Fingernail tips should not extend beyond the fingertip for males or more than one-quarter (1/4") inch beyond the fingertip for females. Ornaments or decals are not permitted. If nail polish is worn, it must be well maintained (no chipped polish).

Due to close contact with clients and fellow team members, all associates are required to bathe daily, use deodorant daily and practice good oral hygiene. Perfumes, colognes and powders that are heavily scented should be avoided.

Jewelry & Other Ornamentation:

No nose, facial or tongue ornaments are allowed. Visible body piercing is not permitted at any time.

Dangle earrings cannot hang lower than one and one quarter inch from bottom of earlobe.

Tattoos on associates must be covered.

Make-Up:

It is our policy to encourage the conservative use of makeup to enhance natural features and create a fresh, natural appearance. The use of bright and unusual colors in eye shadow, nail polish and lipstick is not considered conservative. Lip liner should be the same color as the lipstick.

Shoes:

Shoes should be polished and kept in good repair. Any open-toe shoe, moccasins, shoes with heels over three inches high and platform shoes over one inch are not permitted.

Exceptions:

Exceptions and deviations from this policy as required for compliance with local, state or federal laws or governmental agency rules and regulations shall be provided for on a case by case basis.

Exceptions from this policy shall be made by the associate requesting an exception from their manager. The manager of each business will review the request and a prompt decision will be made concerning the exception. The Company may require medical or other justification for the exception as authorized and provided for under the appropriate laws, rules or regulations in reference to the above.

3.7 COMPANY FACILITIES

The Company has established the following policies regarding the use of Company facilities:

- Associates are to leave Company premises once their shift has ended. Associates are not to loiter or wait for coworkers to complete a shift except as reasonably required for associates to confer and consult with one another about work related matters or working conditions.
- Family members / friends are not permitted to loiter on Company premises. Our facilities are reserved for the use of our clients and guests.
- Associates are not to be on Company premises when off duty except as provided for above.
- Some Company facilities operate and maintain recreational facilities for the convenience of our guests. These facilities are not for use by associates or their relatives / friends except with the written permission of the senior manager of that business operation.

- All associates will enter and exit Company premises through the doors designated by your manager. Anyone using parking facilities must park in the designated area.
- Associates may not use parking designated for customers or guests. Remember to lock your car every day and park within the specified areas. Courtesy and common sense in parking will avoid accidents, personal injuries, and damage to your vehicle and to the vehicles of other associates.
- If you should damage another vehicle, immediately report the incident to your manager. The Company does not assume any liability for any loss or damages you may sustain.
- Associates are reminded that all Company policies and procedures apply to our parking areas. Parking facilities are not to be used for “socializing” or other non-business activities.

3.8 EMPLOYEE HOUSING

The Company may, at times, provide housing for an associate at a company owned / managed hotel property. This may occur due to the relocation of the associate as it relates to their employment with the company. This may also occur in the event of an emergency (i.e. weather, fire, etc.). Housing of associates at any hotel property must be pre-approved by the hotel General Manager and the Regional Director / Chief Operating Officer. Failure to secure proper approvals will result in corrective action.

In all cases, employee housing is approved for a limited basis only.

3.9 EXPENSE REIMBURSEMENT

Associates must have their manager’s authorization prior to incurring an expense on behalf of the Company. To be reimbursed for all authorized expenses, you must submit an expense report accompanied by receipts and signed by your manager. Please submit an expense report each week in which you incur reimbursable expenses.

If you are asked to conduct Company business using your personal vehicle, you will be reimbursed at the IRS approved rate per mile.

3.10 ENTERING INTO CONTRACTUAL OBLIGATIONS

The authority to make contractual obligations for the Company is reserved for only senior members of the management team.

Unless you have the express written authority from the Company's President, COO or Corporate Counsel, to enter and bind the Company to contractual obligations as part of your job responsibilities, you are not authorized and you must not execute any contract or legal obligation on behalf of the Company.

3.11 HOUSEKEEPING

It is everyone's responsibility to maintain work areas in a neat and orderly manner. Neatness and good housekeeping are signs of quality and efficiency.

You should keep all equipment clean and in the proper places, dispose of waste in proper containers, store materials and equipment in an orderly, safe manner and in designated areas. By practicing good cleaning habits, people are contributing to our safety programs. Like safety, the maintenance of good housekeeping is the daily personal responsibility of all the associates.

3.12 LOST AND FOUND

Found Items

- Articles found on the property, including guestrooms and public areas, must immediately be turned into the property's Lost & Found, where they must be added to the Lost & Found log.
- Items found in the hotel should be cross-referenced with all reported lost items on the property's Lost & Found log for possible matches.
- Found items must be secured based upon their value using the following guidelines:
 - o If the item is valued at less than \$50 USD, it must be stored in a secured area at the hotel for 90 days, or longer if required by local/state law.
 - o If the item is valued at more than \$50 USD, it must be kept in a safe deposit box or other locked area for 180 days, or longer if required by state law.
 - o Credit Cards:
 - o Contact the number listed on the back of the credit card and report that the card has been found.

- o Inform the card company that the credit card will be destroyed.
- o Destroy/shred the card immediately.

Lost & Found Log

- Hotels must maintain a Lost & Found log on which all lost and found items are to be documented. The log must minimally include:
 - o Date the item was found
 - o Person who found the item
 - o Location at which the item was found
 - o Description of the item
 - o Location at which the item is being stored
 - o Return or disposal/dispositional information (i.e., an owner/guest signature when item is claimed, phone call from guest, etc...)

Return of Found Items

- Items are returned to their owners/guests upon the guest's request ONLY.
- When a guest claims a 'lost' item the hotel must have the guest/owner sign the appropriate lost & found log item/selection
 - o Guest signature is required when guest claims the item at the hotel.
 - o Guest signature is NOT required when return is facilitated via mail, however conversation date and phone number should be recorded in the lost & found log.
- Hotels may ask guests to pay any postage associated with returning their lost/found items.
 - o Credit card numbers/information for postage payment should never be handwritten. Instead, consider Cash on Delivery (COD) or archived folio information.

Items Report as Lost

- Items reported as lost by the guest must be recorded in the Lost & Found log.
- Hotels should cross-reference found items with items that guests have reported as lost for possible matches. Matches are to be handled as described in this standard.

Unclaimed Items

- Items that remain unclaimed after the required period of time has passed may be returned to the person who found it.
- The final disposition of the item must be recorded in the Lost & Found log accordingly.

3.13 MEDIA RELATIONS

Our Company is committed to providing the media with accurate information. To avoid discrepancies, specific guidelines should be followed when a media inquiry is received.

All media inquiries regarding the Company and its operation must be immediately referred to the Company's Senior Vice President and Corporate Counsel, who is authorized to make or approve public statements regarding company business. Unless specifically designated by this person, you are not authorized to make those statements. If you wish to write or publish an article, paper or other publication on behalf of the Company, you must first obtain approval from Corporate Counsel.

The Company will generally provide a response to media inquiries within 24 hours. Should the response require a detailed technical explanation, a spokesperson will be designated to address the issue.

Media inquiries include, but are not limited to, the following:

- Press releases
- Advertisements
- Requests for interviews by members of the media
- Information on management changes, financial data, working conditions and wages.

Please contact Corporate Human Resources with any questions you may have regarding this policy.

3.14 PROMOTION AND TRANSFER POLICY

The Company believes in the practice of promotion from within our businesses. Job opportunities with the Company may be announced at Company meetings, posted on designated bulletin boards, or listed on the Shaner website.

Associates who are interested in transferring to another department or location must submit a written request for transfer to their manager or Human Resources representative. If a transfer request is approved, transfer arrangements will be coordinated by the appropriate departments, and made at a time and in a manner that will minimize work interruptions in the affected departments

3.15 SOLICITATION / DISTRIBUTION OF LITERATURE

The Company does not allow associates to engage in solicitation or the distribution of literature on Company property during working hours. The sole exceptions to this policy are charitable activities approved by the Company President or COO, such as United Way and Red Cross blood drives. Outside of the above exceptions, the following policies apply.

- Visitors may not solicit or distribute literature on company premises at any time.
- Associates may not solicit co-workers for any reason during working time. (Working time is defined as any time in which either associate is scheduled to work. Working time does not include scheduled breaks, lunch periods, or the time before the start of or after the working shift.)
- Associates may not distribute literature of any kind to co-workers in the work area at any time or on company property during working time.
- Associates may not use Company equipment or systems, such as e-mail, to distribute materials or to solicit co-workers.
- All materials posted on Company property must be approved in advance by either the general manager or Human Resources.

If you have any questions regarding solicitation or participation in a fundraising event or charity, please contact your manager or your Human Resources representative.

SECTION FOUR

HEALTH AND SAFETY

4.1 HEALTH & SAFETY

A primary focus in the day to day operations of the Company is the health and safety of our associates. To achieve the goal of a safe workplace, we ask every associate to take responsibility for their safety and the safety of their team members. Workplace safety programs and training are provided at our facilities. Associates are expected to comply with all health and safety policies, adhere to the Company's Drug-Free Workplace initiative, and actively participate in the Company's safety and wellness efforts.

If you are injured while at work, the injury must be reported immediately to your manager. Safe working practices are important - your safety and the well being of your coworkers depend upon your cooperation and the willingness of everyone to be safety conscious.

If you should witness an incident or accident that may endanger or threaten the lives or well being of others, you should immediately contact the nearest manager. The Company has emergency procedures to follow in these situations. Please review these procedures with your manager and become completely familiar with them.

4.2 SECURITY

Maintaining the security of the Company's buildings and vehicles is critical to the safety of our associates and our visitors / guests. We ask every associate to accept responsibility for ensuring the security of our work environment by adopting the following procedures:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform your manager.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them.
- Know your fellow staff members. If you observe unauthorized or suspicious persons on the property, immediately call a manager on duty.
- Keep doors and windows locked. Do not prop open doors or bypass Company security systems.
- Comply with all special rules and procedures established for your job, such as cash handling.

4.3 RESTRICTED AREAS

In the interest of safety and security, certain portions of the Company's facilities may be restricted to authorized personnel only. These areas may be restricted to only the appropriate associates and off limits to all other individuals.

The Company will take reasonable efforts to mark such areas.

4.4 DRIVING REQUIREMENTS

Driver's License & Record

Associates whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer(s) and to the Company. In addition, if you drive your own vehicle on company business you must maintain current automobile liability insurance as required by state law.

If you are authorized to drive a Company vehicle, you will be required to review and sign a copy of the Shaner Driving & Vehicle Usage Policy. Associates must comply with all aspects of the Company's driving and vehicle usage procedures.

Any changes in your driving record must be reported to your manager immediately. Failure to do so may result in corrective action, up to and including termination of employment.

Traffic Violations

If you are authorized to operate a Company vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you will be completely responsible for any fines, traffic violations, or parking tickets incurred. Any traffic violations must be reported to your manager immediately.

Use of Company Vehicle

If you are authorized to use a Company vehicle in the course of your assigned work, you must adhere to the following rules:

- You must be a licensed driver.
- You are responsible for paying any moving or parking violations.
- Persons not authorized or employed by the Company may not operate or ride in a Company vehicle.
- Company vehicles may be used for business purposes only.

Driving & Vehicle Usage Policy

Shaner has made a commitment of safety, service, and quality to both our employees and customers. Shaner mandates that our employees operate all vehicles owned by or used by Shaner in a safe and economical manner. The following summarizes policy guidelines:

1. Vehicles are not to be operated unless in a safe operating condition and valid state vehicle inspection sticker(s).

2. Vehicle maintenance will be performed in accordance to manufacturer's specifications and recommendations.
3. Drivers must be physically and mentally able to drive safely in the opinion of Shaner.
4. Drivers must conform to all traffic laws and regulations at all times and operate the vehicle in a safe, courteous and responsible manner. This includes wearing seat belts at all times, and ensuring that passengers do as well.
5. Respect the rights of other drivers and pedestrians. Courtesy is contagious.
6. No Driver may operate a company vehicle under the influence of alcohol, illegal drugs or any other drug that may affect his/her driving ability.
7. Drivers are responsible for maintaining a valid driver's license at all times.

GENERAL QUALIFICATIONS OF DRIVERS

A person is qualified to drive a motor vehicle on behalf of Shaner if he / she:

- Is at least 21 years old;
- Can read and speak the English language sufficiently to converse with the general public, and to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records;
- Can, by reason of experience, training, or both, safely operate the type of vehicle he / she drives;
- Has a currently valid driver's license issued by only one State or Jurisdiction;
- Has an acceptable driving record as shown by a motor vehicle report (MVR).

ACCIDENT REPORTING PROCEDURES

All accidents are to be reported to Shaner's Risk Management Department as soon as possible but in no event later than within twenty-four (24) hours after the accident occurs. Employees will take the following actions when there are injuries to persons and/or damage to other vehicles or properties:

- If possible, move the vehicle to a safe location out of the way of traffic. Call 911 if anyone is hurt.
- Secure the names and addresses of drivers and occupants of any vehicles involved, the operators' license numbers, insurance company names and policy numbers, police officers' names and phone numbers, and names and addresses of all injured persons and witnesses. **Do not discuss fault with, or sign anything for anyone except an authorized representative of Shaner, a police officer, or representative of Shaner's insurance company.**

1. If Driver has two at fault accidents within a one-year period, they will be disqualified from operating a company vehicle or operating any non-owned vehicle on behalf of Shaner.
2. A Driver involved in any accident involving a guest injury may be grounds for suspension of driving privileges for up to one year.
3. Any accident involving a guest injury may be grounds for indefinite driving privilege suspension including termination of employment.
4. Two guest complaints or two write-ups from Supervisor or Management for violation of this Policy or for general improper or unsafe driving will be grounds for up to one-year suspension of driving privileges.
5. Nothing contained herein shall require any punishment for a given event and Shaner reserves the right to impose any penalty including termination.

MOTOR VEHICLE REPORT STANDARDS

Motor Vehicle Reports (MVRs) will be checked annually on all employees where driving is a part of their job and at the discretion of Shaner at any time after an accident or other violation of this Policy. The MVR will be reviewed to ascertain whether the employee holds a valid license and their driving record is within the parameters set by Shaner. Attending a safe driving school on the employee's own time and at the employee's own expense, disqualification of driving privileges and / or disciplinary action up to and including dismissal may occur for MVR checks which reveal:

1. Any traffic violations and/or at fault accidents over a three (3) year period; or
2. One or more of the following type of serious traffic convictions within the past 3 years:
 - Driving while under the influence or while disabled by use of drugs;
 - Refusal to take a breath analyzer test;
 - Leaving the scene of an accident without reporting it;
 - False accident report / perjury;
 - Using false or fictitious registration plates or driver's license;
 - Homicide, manslaughter, or assault with a motor vehicle;
 - Fleeing or eluding police;
 - Obstructing an officer;
 - Illegal activity with a motor vehicle;
 - Driving while license is suspended, canceled, or revoked;
 - Reckless or dangerous driving;
 - Racing;
 - Passing a stopped school bus;
 - Falling asleep while driving resulting in an accident whether at fault or not.

RADAR DETECTORS

The use of radar detectors is forbidden in all vehicles owned or used by the Shaner. Drivers using radar detectors will have their driving privileges revoked and may be subject to further disciplinary action determined by Shaner.

PASSENGERS

Hitchhikers are not permitted.

SEAT BELTS

Seat belts must be worn whenever the vehicle is in motion by the Driver and all other people in the vehicle

SECURING CARGO

Cargo will be secured and all doors locked while en route and while the vehicles are parked.

CELLULAR TELEPHONES

The following procedures apply to employees driving on company business who wish to use cellular telephones in vehicles:

1. External speaker and microphone must be included to allow hands-free operation.
2. Phone number memory and programming capabilities are to be included.
3. Drivers are to refrain from placing outgoing calls while the vehicle is in motion.
4. Incoming calls should be limited.
5. For any vehicle equipped with a cellular telephone that does not meet above equipment specifications, use of the telephone is authorized when the vehicle is safely parked.

SHANER DRIVING AND VEHICLE USAGE POLICY

Shaner has developed a vehicle usage policy. Vehicles owned by Shaner and/or personal vehicles used by employees for business will be operated in a safe and economical manner.

The guidelines are:

1. Operate vehicles in a manner consistent with the Shaner Driving and Vehicle Usage Policy, and the Shaner Employee Handbook. Operating any vehicle outside outlined rules in the Driving Policy may result in forfeiture of all driving privileges and/or disciplinary action up to and including dismissal.

2. All traffic violations received while operating the assigned vehicle will be paid by the employee and reported to Shaner upon receipt of notice of violation. The Driver may be suspended without pay during the period before conviction and terminated at the time of conviction or suspended in the discretion of Shaner. This requirement shall apply whenever the Driver receives a notice of violation even if the notice was received while driving his/her private vehicle.
3. Report vehicle defects and needed repairs immediately to company management so necessary repairs can be made.
4. The employee is not to give permission for the vehicle to be driven by any other person, including family members.
5. No company vehicle will be used for personal use.
6. Report all accidents to your supervisor, consistent with Shaner Accident Reporting Policy.
7. Drivers who are assigned a vehicle for regular use must also ensure that current insurance cards, vehicle registration, and accident reporting forms are maintained in the vehicle at all times.
8. No smoking is allowed in any vehicle.

4.5 SMOKE-FREE ENVIRONMENT POLICY

Shaner is a smoke-free environment. Smoking is not permitted at any time in any Company work area or vehicles, or in client work areas or vehicles.

If smoking is permitted outside of the building, smokers must be considerate of colleagues, customers, guests and members of the public. Help maintain a clean entryway by depositing cigarettes in appropriate containers and staying far enough away from doorways so that smoke does not enter the building.

Associates of the Company must observe the same guidelines as non-smokers for the frequency and length of break periods.

4.6 WEAPONS IN THE WORKPLACE

The Company prohibits the possession of firearms, explosives or any other lethal weapon on Company property, including parking areas, while on duty. This policy is designed to ensure the safety and security of all associates and visitors.

Some states allow for legally owned firearms to be secured by the owner in Company parking areas. However, at no time are associates permitted to carry or store firearms inside Company facilities.

Questions regarding this policy can be directed to your manager or Corporate Human Resources.

4.7 INCLEMENT WEATHER / EMERGENCY POLICY

It is the Company's policy to continue operations despite inclement weather. In the event that extremely severe weather or an emergency situation makes continued operations and travel dangerous or impractical, the General Manager, in conjunction with the Regional Director and the COO, may make the decision to close the business. If the decision is made to close, that information will be communicated to the senior management team. Communications will then be made through use of emergency contact lists and if necessary, local radio & television.

Department Managers are reminded to maintain an updated contact list for the associates in their department. In the event of an emergency, managers may need to contact associates at home to update them on work schedules or changes in business operations.

The General Manager or the Human Resources Department is responsible for notifying local radio & television stations where business operations may not open for the day.

If Company operations are open for business and associates do not report to work, the associate is required to use their accrued Paid Time Off in order to be compensated and the absence tracked in accordance with the Company's attendance policy.

If the Company operations are closed for an emergency, associates will be compensated for the day at the discretion of the General Manager. In some cases, a decision may be made to allow associates to end their shift early. If associates are authorized to leave their shift early, they will be compensated for all hours worked. Associates may use Paid Time Off to cover any missed wages.

Conditions or circumstances not mentioned specifically in this policy will be managed on a case –by-case basis by the senior management team.

4.8 EMERGENCY RESPONSE

First aid kits are available at the Company's facilities. We also have first aid supplies available for minor cuts and scrapes and we will allow visitors to use these items.

Associates should not administer First Aid or CPR unless they have been properly trained. If an injury is of a serious nature, associates should call 911 to alert emergency response professionals.

Associates **should not** transport an injured co-worker, visitor or guest to the hospital. The associate should call 911 immediately for assistance.

4.9 WORKERS' COMPENSATION

Workers' compensation is mandatory insurance that protects all associates from losses due to work-related injuries and illnesses. Associates who suffer an injury in the course and scope of their job responsibilities with the Company receive coverage of all reasonable and necessary medical bills for the injury in accordance with state law. Once a claim has been established under Workers' Compensation and is legally compensable, there are other distinct benefits available. There is a specific waiting period determined by state law before wage replacement begins.

Reporting Injuries: All on the job injuries, no matter how slight, must be reported immediately to your supervisor or general manager. By reporting the injury when it occurs, proper medical care can be provided to you. If we know that the injury is work related, we can investigate the incident to prevent others from suffering similar injuries.

You need to provide your supervisor with enough information in order to complete the necessary reports. They will need to know what, where, why and how the injury occurred and the names of any witnesses to your injury.

In an emergency, we will take all reasonable efforts so that proper medical attention is possible. Later, you may be required to furnish written statements regarding the on-the-job accident so that we may accurately document the incident.

You are responsible for giving your manager all the doctor's notes that are provided to you by the health care provider. It is necessary for us to have this information so we can ensure you receive proper benefits.

Transitional Duty: The Company promotes transitional duty or light duty in the event of a job related injury, whenever possible, at the discretion of management. Often, your health care provider will document that you can return to work with some restrictions on the type of job duties you may perform. This document must be given to your manager immediately. Associates returning to work after being absent due to an injury must report to their supervisor or general manager prior to beginning work and must bring a return to work statement from their doctor.

*No associate of the Company will be discriminated against or retaliated against for filing a workers' compensation claim.

SECTION FIVE

COMPENSATION & BENEFITS

5.1 WAGE & PAYROLL POLICIES

As an associate, you are employed by the Company and will be carried directly on our payroll. No person may be paid directly out of petty cash or any other such fund for work performed. All wages must be directed through the Company's Corporate Payroll Department.

PAY PERIOD

Our payroll workweek begins on Saturday at 12:01 a.m. and ends on Friday at 12:00 midnight. Our pay date falls on the following Friday after the pay period end date. Changes will be made and announced in advance whenever Company holidays or closings interfere with the normal payday process.

Pay periods are bi-weekly for most Company businesses. Check with your manager regarding the pay period for your business. The Company will pay associates weekly in any state where it is required.

PAY CHECKS – DIRECT DEPOSIT

The Company strongly recommends that associates establish Direct Deposit services for their pay. This will allow for wages to be deposited directly into the associate's bank account. If an associate utilizes Direct Deposit, they will receive a paystub accounting for all earned wages and any deductions that have occurred. Our Corporate Payroll Department can Direct Deposit your earnings at the bank or financial institution of your choice. Enrollment forms will be made available on your first day of hire. You have the ability to make changes to your Direct Deposit arrangements at anytime throughout the year.

If an associate is receiving a live paycheck, it will usually be available after 4 p.m. on the Thursday prior to payday Fridays.

To ensure the security of your paycheck, it will be issued only to you personally unless you provide written authorization for us to release it to another person.

If you are absent on the date of paycheck distribution, your check will be held until your return.

It is the policy of the Company not to approve any type of pay advance and the Company's business locations will not cash paychecks.

DEDUCTIONS FROM PAYCHECKS

As an employee of Shaner, you are responsible for paying federal, state and local taxes. This includes income taxes, Social Security and Medicare taxes, state disability and the federal unemployment tax (FUTA). The Company is required by law to make certain mandatory deductions from your paycheck

each time one is prepared. The amount of deductions may depend on your earnings and on the information you furnish on your W-4 form, and will be itemized on your check stub.

Any change in name, address, telephone number, marital status or number of exemptions must be reported to your supervisor or the Payroll Department immediately to ensure proper credit for tax purposes.

The W-2 form you receive each year indicates precisely how much of your earnings were deducted for these purposes.

WAGE GARNISHMENTS

The Company will comply with all court-ordered deductions from your earnings. If the Company is notified of a mandatory deduction of this nature, the deductions from your paycheck will commence immediately.

ERROR IN PAY

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, notify your direct manager immediately. Your manager will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

OVERTIME PAY

If you are a non-exempt (hourly) associate, you will be paid for all hours worked, including overtime.

Overtime is defined as time work in excess of 40 hours in the workweek, except where applicable law defines overtime in a different manner. If you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for any overtime hours.

If overtime hours are worked during the same pay period that Holiday or Paid Time Off has been approved, the employee will earn overtime pay only for time actually worked in excess of 40 hours per any work week.

5.2 BENEFITS

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits associated with your employment with the Company. We believe you will

agree that the benefits program described in this handbook represents a very large investment by the Company.

A good benefits program is a solid investment in our associates. It not only rewards the loyalty of long-time capable associates, it also helps to attract talented newcomers who can help our businesses flourish. The Company will periodically review the benefits program and will make modifications as appropriate. The Company reserves the right to amend, modify or change any benefit program at any time.

5.3 ELIGIBILITY FOR BENEFITS

If you are a full-time associate, you will enjoy the benefits described in this handbook as soon as you meet the eligibility requirements for each particular benefit program.

If you are a part-time employee, you will enjoy only those benefits that are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

Most Company benefits are not available to you during your Introductory Period, except as otherwise provided by law.

Note: See “Introductory Period” in the Employment Policies section of this handbook for further information.

Benefits are not earned until the qualifying events are satisfied and benefits are subject to forfeiture.

5.4 HOLIDAYS

The Company provides paid holidays each year for regular, full-time associates. All Company locations observe the following paid holidays:

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

Holiday schedules may vary based upon your business location. Please check with your manager or the Human Resources Department regarding the holiday schedule for your business.

If a holiday falls on a Saturday, it will generally be observed on the proceeding Friday. Holidays that fall on Sunday will generally be observed on the following Monday.

Full-time associates receive holiday pay for the days mentioned above. Associates who have not completed their Introductory Period, part-time associates or seasonal associates are not eligible to receive holiday pay.

Holiday pay is calculated for **non-exempt (hourly)** positions by taking the associate's average hours worked per daily shift (not to exceed eight hours) for the previous ninety (90) days. Associates who actually work on the holiday will receive straight time pay in addition to holiday pay as defined here.

Full-time associates in an **exempt (salaried)** position that are scheduled to work a paid holiday, or are called in to work, will receive an additional day off in exchange for working the holiday.

The determination on whether or not you must work on a holiday is that of your management.

In order to qualify for holiday pay, an associate must be at work, or on a pre-approved paid absence on the scheduled workdays immediately before, during and after the holiday.

5.5 PAID TIME OFF

The Company has chosen to group all traditional categories of compensated time away from work into one category: Paid Time Off (PTO). Paid Time Off is intended to provide associates with paid time away from work for any personal reason including vacation, sick leave or personal business. Associates should schedule and use their PTO in the calendar year in which it is earned. Company policy does not provide for compensating associates for unused PTO.

All regular full-time associates are eligible for Paid Time Off. Associates that are classified as part-time or seasonal are not eligible for Paid Time Off.

Paid Time Off accruals are as follows:

Non-Exempt (Hourly) Associates

Years Of Employment	Accrual Rate (Hours)	Maximum Accrual Per Year
First Year	.0384 per hour worked	10 days / 80 Hours
Second Year	.0576 per hour worked	15 days / 120 Hours
Ten (10) years or more	.0769 per hour worked	20 days / 160 Hours

** Accruals are based on all hours worked including overtime hours until the maximum accrual is reached.*

Exempt (Salaried) Associates

Years Of Employment	Accrual Rate (Hours)	Maximum Accrual Per Year
First Year	.0576 per hour worked	15 days / 120 Hours
Two (2) years or more	.0769 per hour worked	20 days / 160 Hours

PAID TIME OFF POLICIES

Paid Time Off (PTO) begins accruing on the first day of employment. You should have a minimum of ninety (90) days of service before accrued time can be scheduled.

PTO is to be scheduled and taken in one hour increments if you are an hourly associate. PTO must be scheduled in either half day or full day increments if you are a salaried associate.

PTO does not accrue during any period when you are on an unpaid Leave of Absence from the Company.

If a Company paid holiday falls during a period when Paid Time Off is being used, you will receive holiday pay rather than use Paid Time Off.

VACATION SCHEDULING: If you plan to use Paid Time Off for a vacation, you must schedule the time off with your manager. Every effort will be made to grant requested PTO at the time desired. The PTO will be approved if your absence will not impact business operations, as determined by management. Business needs will dictate the number of associates permitted to schedule vacation at the same time. If any conflicts arise in requests for time off, the Department Manager or General Manager will make the final decision. If you plan to take a vacation greater than two (2) weeks in length, that request should be approved (by the supervisor or General Manager) at least six (6) weeks in advance.

PAID TIME OFF ROLLOVER

You may rollover a limited amount of accrued Paid Time Off (PTO) from one year to the next. A maximum of five (5) days or forty (40) hours may rollover into the next calendar year. At year-end, any accrual over 5 days (or 40 hours) will be forfeited.

PAID TIME OFF DONATION BANK OPTION

Under certain circumstances, associates may be permitted to “donate” a portion of

their earned Paid Time Off into a Donation Bank. This bank of paid time can be used to provide Paid Time Off to associates who may be impacted by an unforeseen situation, such as a medical emergency. The use of such days shall be the sole discretion of management.

Associates who receive PTO from the Donation Bank will be compensated for their time off at a pay rate equal to the recipient's regular rate of pay. Managers who are interested in establishing a Donation Bank must contact the Corporate Human Resources Department for approval and processing.

OTHER PAID LEAVES:

5.6 BEREAVEMENT LEAVE

After completion of the Introductory Period, regular full time associates may receive from one (1) to three (3) days (or a maximum of 24 hours) with pay to attend the funeral, travel to the funeral or address personal matters related to the death of a member of the immediate family. (Immediate family includes: parent, spouse, child, stepchild, brother, sister, grandparent, grandchild, Mother in-Law, Father in-Law). Bereavement leave must be approved by your manager.

Associates may take up to three (3) full days without pay to attend funerals of other relatives and friends. This leave also requires the approval of your manager. Associates may use their Paid Time Off for this purpose.

Bereavement Leave is designed to compensate associates for actual time lost from work. If a holiday or part of an associate's vacation occurs on any of the days of absence, the associate may not receive holiday pay or Paid Time Off in addition to paid Bereavement Leave.

The Company reserves the right to require supporting evidence (i.e.: newspaper, funeral/death announcement) in order to qualify for Bereavement Leave.

Funeral pay for associates will be based on the average daily hours worked per daily shift (not to exceed eight (8) hours) for the previous ninety (90) days.

5.7 JURY DUTY

It is your civic duty to report for jury duty whenever called. Our Company wants our associates to be as active in their civic responsibilities as they are in their career. If you have completed your Introductory Period, the Company will reimburse you for the difference between jury duty pay and your regular pay, not to exceed eight

(8) hours per day, for a maximum of ten (10) business days per calendar year. If jury duty falls on a non-work day, jury duty leave does not apply and you are not entitled to additional time off or jury duty pay.

Associates are asked to please bring their summons to their manager as soon as they receive it (within forty-eight (48) hours), so that arrangements can be made for scheduling.

On any day or half-day that associates are not required to serve, they are expected to check with their manager to see if they need to report to work. In order to receive jury duty pay, associates must present a statement of jury service and pay to their manager.

5.8 MILITARY LEAVE

The Company strongly supports those associates who are Reservists or Guardsmen/women when called upon to serve our country. All Company operations comply with the Uniformed Services Employment & Reemployment Rights Act (USERRA).

This policy applies to all eligible associates and covers Reserve / National Guard training, and all periods of active military service whether voluntary or involuntary. The policy does not apply to state military service, except where applicable under state law. It is against our policy and the law to deny employment, reemployment, retention, promotion or any benefit of employment on the basis of military service.

Employees should notify their managers as soon as they become aware of a military service obligation.

Use of Paid Time Off

Associates will be granted the minimum amount of leave needed to meet the minimum training requirements of their units. Our associates on an approved military leave will receive an additional 10 days (80 hours) of Paid Time Off each calendar year to help provide wages during that period. No associate will be required to use Paid Time Off (PTO) for military duty, but employees who do elect to schedule their vacations to coincide with military duty will receive their full regular vacation pay in addition to any pay from the military.

Reemployment Rights

An associate is eligible for reemployment under USERRA if he/she meets the following criteria:

- The associate holds a regular full-time or part-time position. Seasonal assignments are not covered by the policy.

- The associate must give notice, in writing if possible, that they are leaving for military service.
- In most cases, associates must not exceed a five year statutory limit on cumulative periods of military service.
- Associates must be released from service under “honorable conditions”.
- Associates must return to work from their military leave in a timely manner. The time limit for returning to work is based upon the length of the military leave and any medical condition related to service.

Protection of Benefits

An associate on military leave approved under USERRA retains the right to Company health care coverage for themselves and any covered dependents during military service. For periods of military service greater than 30 days, the associate may extend benefit coverage through COBRA. Other types of benefit coverage, such as life insurance, will also continue during the leave.

An associate returning from military leave is entitled to all pay increases, promotions and other benefits that would have been awarded or earned had the associate not been away on military leave.

In addition, the associate has the right to accrue or retain their seniority on the job during the period of military service.

5.9 COURT APPEARANCE / WITNESS DUTY

An associate of the Company called to appear in court will receive time off for the period necessary. This time will be unpaid, *except in circumstances when the associate is appearing on behalf of the Company*. Associates may use any available accrued Paid Time Off to compensate for witness duty. Associates must provide a copy of the summons to their general manager as soon as they receive it so that arrangements can be made for scheduling. Time off must be coordinated with the employee’s supervisor.

5.10 ELECTION DAY

Associates that are registered to vote are encouraged to do so in the local, state, and national elections. Associates are encouraged to vote during non-working hours, but if it is necessary, will be permitted up to two hours of unpaid leave from work in order to vote – unless the associate has (3) three consecutive hours outside of work while polls are open to vote. The time off, if qualified, must be taken at the beginning or end of the workday, at the manager’s discretion. Application by any associate for such absence shall be made individually prior to the date of the election.

5.11 DISABILITY LEAVE OF ABSENCE

The Company may grant an unpaid leave of absence for illness or disability if the General Manager determines that it does not interfere with the operation of your department or our business.

Note: Please also refer to the “Family and Medical Leave Act” (FMLA) section below as you may qualify for leave under this act.

To request a disability leave of absence, you must submit a signed statement from your doctor. This statement must include the date you and your doctor anticipate your leave to begin and estimated length of time needed for your leave.

The Company does not guarantee that upon your return to work, you will be returned to your same position. You will be afforded a comparable position if one is available. To the extent any state, federal or local law, rule or regulation provides additional protections to you upon your return to employment, the Company will comply.

At the time the disability leave begins, any accrued Paid Time Off will be paid. Paid Time Off benefits do not continue to accrue during a leave. Your insurance benefits will continue during your leave only if you elect to continue these benefits through COBRA, unless you are eligible for benefits under the Family Medical Leave Act. For information on COBRA please see “Termination of Insurance” in the Insurance Coverage section.

Associates who fail to return to work on the agreed upon date, must contact their general manager to gain approval of an extension to their leave. Associates who do not contact their manager and receive an approved extension will be considered to have voluntarily terminated their employment.

Upon their return, associates must submit a signed statement from their health care provider. This statement must give approval that continued employment in their present position would not jeopardize their health or safety or the safety of others.

If you require accommodations for a medical condition or disability, contact your manager prior to your return so that we can evaluate if and how we may accommodate your needs.

Note: See “Disability Insurance” under Insurance Coverage later on in this section for further information.

5.12 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Company will comply with the Family Medical Leave Act (FMLA) if such Act is applicable and you are an eligible employee under the law.

Eligibility: Associates are eligible to take up to 12 weeks of unpaid family/medical leave within a twelve (12) month period and be restored to the same or an equivalent position upon return from leave provided that the associate: (1) has worked for the Company for at least 12 months, and for at least 1,250 hours in the last 12 months and (2) work at a location where at least 50 employees are employed within a 75 mile radius.

Method of Calculation: The Company uses a 12-month period measured forward from the date any associate's initial FMLA leave begins. That date is used to determine the period in which 12 weeks of FMLA leave may be taken.

Reasons for Leave: If you are eligible, you may take family/medical leave for any of the following reasons:

- o The birth of an employee's newborn child or the placement of a child with the employee for adoption or foster care.
- o To care for the employee's spouse, child or parent (to include "in loco parentis") with a serious health condition.
- o The employee has a serious health condition that makes him or her unable to perform the functions of their job.
- o A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty).

A "serious health condition" is a physical or mental illness, injury, impairment, or condition involving either in-patient care, or continuing treatment by a health care provider for more than (3) consecutive calendar days and any subsequent treatment related to the same condition, any period of incapacity due to pregnancy or for prenatal care or for any period due to a chronic serious health condition and for periods of incapacity which is permanent or long term which requires supervision or any period to receive multiple treatments.

Leave because of birth or adoption must be completed within the 12 month period beginning on the date of birth or placement of the child.

Spouses employed by the Company who request leave because of birth or adoption may only take a combined total of 12 weeks leave during any 12 month period.

Some states have specific laws that coincide with the Family & Medical Leave Act. Please see your manager or a member of Human Resources regarding laws specific to your business location.

Notice of Leave:

Foreseeable Leave - If your need for family/medical leave is foreseeable (example: birth of a child), you must give your manager and the Human Resources Department at least 30 days prior written notice. If this is not possible, you must at least give notice as soon as practicable (within 2 business days of learning of your need for leave). Failure to provide such notice may be grounds for delay or denial of leave. Additionally, if you are planning a medical treatment, you must consult with your manager regarding the dates of such treatment.

The Company has an Application for Family / Medical Leave Form that must be completed when requesting a foreseeable leave. This form provides the information required to accurately process your leave of absence, and inform management of the status of your leave. These forms are available from your manager or the Corporate Human Resources Department. Please request this form when you are using FMLA for a foreseeable leave.

Unforeseeable Leave – When the need for leave is not foreseeable, you are expected to notify your manager by phone within 2 business days of learning of your need for leave, except in extraordinary circumstances.

Again, it is critical that an Application for Family / Medical Leave Form be completed as quickly as possible to provide the information necessary to process your leave. Absence from work that is not part of an approved leave may be counted as part of your attendance record. Please contact your manager or Corporate Human Resources to request the leave documents, or to ask questions regarding FMLA.

Medical Certification: If you are requesting a leave of absence under the FMLA, you must provide the Company with the appropriate medical certification. Once you have notified your manager of your request for leave, the Corporate Human Resources Department will verify your eligibility for FMLA leave. If you are eligible, a package of information will be sent by certified mail to your home address with the following items enclosed:

- An FMLA eligible letter that confirms the reason for leave, first day of leave, terms of the leave, and the semi-monthly benefit premiums required to continue your benefits through the Company.
- An information sheet regarding your rights under the FMLA.
- The Company's Application for FMLA (if needed)
- U.S. Department of Labor Certification of Health Care Provider form.
- The Company's Notice of Intention to Return From Leave form.

You will be required to complete the required forms with your health care provider and return them to your manager within 20 days of receipt. The Notice of Intention to Return from Leave must be completed prior to returning to work.

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

The Company may require subsequent medical re-certification. Failure to provide request certification within 15 days, if practical, may result in delay or denial of further leave until it is provided.

Reporting While on Leave: If you take a leave of absence under the FMLA, you must contact your manager at least once every four (4) weeks regarding your status and your intention to return to work. In addition, you must give notice as soon as possible (within 2 business days if feasible) if the dates of leave change, if you are extending or reducing your leave or if the dates were initially unknown.

Leave is Unpaid: Family/medical leave is unpaid leave, although you may be eligible for short or long-term disability benefits or workers' compensation benefits under those insurance plans. If you are entitled to receive monies from these sources, your leave will be considered as a "paid leave" for the period during which you receive those monies. If your leave is "unpaid" leave, you will be required to substitute paid time off for "unpaid" family/medical leave as described below. The substitution of paid time off for unpaid leave time does not extend the 12 week leave period. Further, in no case can the substitution of paid leave time for unpaid leave time result in your receipt of more than 100% of your salary. Your family/medical leave runs concurrently with other types of leave (i.e., state family leave laws, etc.).

Medical and Other Benefits: During an approved family/medical leave, the Company will continue your health benefits at the regular associate premium cost. In some cases, the Company may recover the premiums paid for maintaining an associate's health coverage if they fail to return to work.

Any associate on FMLA leave must continue to pay any share of their health care premium that had been paid by the associate prior to FMLA leave. If the associate's portion of health care premium becomes thirty (30) or more days past due, the Company may choose to maintain the associate's health care coverage. Also, if the rate of the associate's health care premium changes during the FMLA leave, the associate must pay the new rate. The Company reserves the right to recover the associate's share of any premium payments missed by the associate during any FMLA leave period if the Company has paid the associate's share during that period.

If an associate notifies the Company at any time that he or she will not return from leave, the Company may end the associate's benefits under the group plan and

the Company reserves the right to recover any health care premiums paid by the Company on behalf of the associate during such leave.

Exemption for Highly Compensated Associates: Certain highly compensated associates (i.e., highest paid 10% of employees at a worksite or within 75 miles of that worksite) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial economic injury to the Company. The Company will make this determination on a case-by-case basis. You will be notified if you qualify as a “highly compensated” associate, if the Company intends to deny reinstatement, and of your rights in such instances.

Intermittent and Reduced Schedule Leave: Leave because of a serious health condition may be taken intermittently or on a reduced leave schedule if medically necessary. Intermittent or reduced schedule leave is unpaid. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position that better accommodates your recurring leave and which has equivalent pay and benefits.

Returning From Leave: If you take leave of absence under FMLA for your own serious health condition or birth of a child, you are required to provide medical certification that you are fit to resume work. You will receive the Company’s Notice of Intention to Return from Leave form in the FMLA packet mailed to your home. Associates who fail to provide this required document will not be permitted to resume work until it is provided.

State and Local Family and Medical Leave Laws: Where State family and medical leave laws offer greater protections or benefits to associates, the protections or benefits provided by such laws will apply. Your FMLA leave will run concurrently with any state leave, when applicable. Please refer to the state regulations for your particular state.

Associates with questions about their rights and obligations under the Family Medical Leave Act are encouraged to contact their general manager or the Corporate Human Resources Department, (814) 234-4460.

The above may be modified or changed to comply with the Family Medical Leave Act.

5.13 PERSONAL LEAVE OF ABSENCE

In rare circumstances, the Company may grant a leave for a personal reason, but never for taking employment elsewhere or going into business for one’s self. A personal leave of absence must not interfere with the operations of your department or the Company.

Any personal leave must be requested in advance from your general manager and the Corporate Human Resources Department. Requests must be made in writing, stating the date your leave will begin and date you expect to return to work. Those leaves due to personal illness must also be supported by medical evidence. No Personal Leave of Absence greater than 90 days will be approved.

No Paid Time Off or other benefits accrue during a personal leave of absence. Consult your group insurance booklet to determine your insurance coverage during a leave of absence.

Associates who fail to return to work on the agreed upon date, must contact their general manager to gain approval of an extension to their leave. Associates who do not contact their manager and receive an approved extension will be considered to have voluntarily terminated their employment.

****State laws may vary and include additional guidelines and other acceptable reasons for an unpaid leave of absence. Please contact Corporate Human Resources if you have any questions.**

5.14 RETURNING FROM A LEAVE OF ABSENCE (Non-FMLA related)

You must notify your manager of your return to work at least fifteen (15) days prior to your expected return date. When you return, you will be placed in your regular job if such position remains and is available. If the Company has had to eliminate or fill your position while you were on leave, you will be assigned to an open position for which you are properly qualified. If no such position exists, the employment relationship will be terminated.

If you don't return from your leave of absence on the day indicated in your original application or in any approved extension, you will be considered to have voluntarily resigned from employment with the Company.

If you have been on a disability leave of absence, you will be required to submit a statement from your doctor indicating that you are fit to return to your normal duties, and/or a statement listing any necessary accommodations.

5.15 NURSING MOTHERS

To ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers. For up to one year following a child's birth, nursing associates will be provided break time to express

breast milk during the workday. The associate will be allowed a reasonable break time whenever she has the need to express milk through the work period.

The Company will provide a private area for nursing associates to express milk. The associate is responsible for providing their own cooler or storage container, but may have use of Company refrigerators. Breaks to express milk will not be paid. Associates may use normal break and meal periods to accommodate their nursing needs. However, if the breaks exceed standard break time, the associate will be required to use personal time (either in the form of an unpaid break or Paid Time Off).

If you are returning from maternity leave, please speak with your manager regarding your nursing needs. Your manager will work with you to accommodate your break schedule. Any additional questions may be directed to Corporate Human Resources.

5.16 INSURANCE COVERAGE

The Company has designed a comprehensive benefit program for you and your family subject to certain eligibility requirements and costs to the employee. The Company reserves the right to eliminate, change, amend or add additional benefits as we deem appropriate at any given time.

The following benefits are provided, as defined and limited in the plan documents provided by our insurance carriers:

- Health Insurance
- Short Term Disability
- Long Term Disability
- Dental Insurance
- Life Insurance for Employee, Spouse & Dependents
- Vision Insurance
- Group Term Life Insurance including Accidental Death & Dismemberment Insurance

5.17 HEALTH INSURANCE

The Company has selected the health plan we feel provides the best coverage for our associates at a reasonable cost. Refer to the plan documents for details on your health coverage. Please see your manager or contact the Corporate Benefits Department for more details.

You are eligible for enrollment on the first of the month following your Introductory Period, if you meet all other eligibility requirements outlined in the plan. Be sure to contact your manager to complete necessary paperwork to begin coverage in a timely manner.

The Company may pay a specified amount toward the premium cost of health insurance regardless of which plan or dependent coverage you choose. This amount is subject to change each calendar year when we renew our contracts. The cost of the program will be deducted from your paycheck upon enrollment and written authorization.

In the event of your termination of employment or loss of eligibility to remain under our group health insurance program, you and your eligible dependents may have the right to continued coverage on our health insurance program under COBRA for a limited period of time at your or your dependents own expense.

5.18 GROUP TERM LIFE INSURANCE

If you are an associate of the Company and you meet the eligibility requirements, (21 years of age, one year of service, minimum of 1000 hours per year), you are covered by our Group Life Insurance program. Upon the enrollment date specified in our plan, you must complete the appropriate enrollment form in order for coverage to be effective. This insurance is payable in the event of your death, while you are insured, subject to plan exclusions. Payment will be made in a lump sum or in installments to the beneficiary, as designated by you. You may change your beneficiary whenever you wish by submitting the appropriate documents to the Corporate Benefits Department. Note: Upon eligibility, an employee may enroll at the next open enrollment period at which time the proper enrollment forms must be completed and submitted to the Corporate Benefits Department. Refer to the plan document provided by our insurance carrier for details on your life insurance coverage.

5.19 OTHER VOLUNTARY BENEFITS

The Company offers a number of additional voluntary benefits. Eligible associates have the option of obtaining Life insurance for themselves, their spouse and children, Short Term Disability, Long Term Disability, Dental insurance and Vision insurance at group rates. You are eligible the first of the month following your Introductory Period, if you meet all other eligibility requirements outlined in the Plan. Plan documents will be made available to you approximately 30 days prior to your effective date. You are required to complete all necessary forms in order to effect coverage. Failure to submit the required paperwork could result in your inability to acquire coverage until the next open enrollment date.

5.20 RETIREMENT / 401(K) PLAN

The Company is pleased to provide a vehicle for our associates to save for their retirement. Any employee 21 years of age who has worked at least 1000 hours during the twelve-month period proceeding the open enrollment date is eligible to participate. This is a voluntary program, added to the benefit package, allowing you to take advantage of the special tax breaks provided under Section 401(k) of the Internal Revenue Code. The government allows the following tax breaks in order to encourage people to save for retirement. Highlights of the plan include:

- Personal contributions from your pay are deposited on a tax sheltered basis.
- Discretionary Company match of 50 cents on the dollar up to the first 4% of pay.
- 100% vesting in your own contributions.
- Tax-free accumulation of your money while it is in the plan.
- Convenient, automatic payroll deferral and deposit makes saving easy.
- Eligible after one year of service if age 21 with a minimum of 1000 hours worked annually.
- Associates that meet the criteria of “highly compensated” may be restricted in their participation in the plan.

Entrance to the plan and changes to the deferral amounts can only occur during the open enrollment periods. The details regarding contributions, vesting, administration, investments, etc. are provided in separate plan documents.

5.21 STATEMENT OF EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA) RIGHTS.

As a participant in the Company’s Employees’ Retirement Plan, you are entitled to examine the Plan documents and the annual report and plan description filed with the U.S. Department of Labor. This inspection may be made during normal business hours. If interested, ask your manager to make arrangements for you to do so with the Corporate Benefits Department

5.22 TERMINATION OF INSURANCE & COBRA

Your insurance will terminate when you fail to make an agreed contribution to premium when due, when you cease to be eligible for coverage under the terms of our group insurance program, when you cease to be employed as an eligible associate for the insurance or when the policy itself terminates. Title X of the Consolidation Omnibus Budget Reconciliation Act of 1985 (commonly referred to as COBRA) is a federal law that requires most employers to offer employees

and their spouses and children the opportunity to temporarily continue certain coverage at group rates in certain instances where coverage under the plan would otherwise end. You have the right to choose continuation coverage for yourself if you lose certain coverage because of a reduction in hours, leave of absence, termination of your employment, and if you are on military leave as may be provided in accordance with the law.

Questions regarding COBRA can be directed to your manager or the Corporate Benefits Department.

5.23 STATUTORY COVERAGE

A) SHORT TERM DISABILITY (NEW JERSEY, RHODE ISLAND)

If you are an associate of the Company, employed at one of our New Jersey or Rhode Island operations, you are protected through a short term disability insurance policy if you become ill or injured. A doctor's examination must show that you cannot work for at least seven (7) consecutive days due to a non work-related sickness or injury. The policy provides income replacement up to a statutory limit if you qualify for benefits under the policy. (Contact your general manager or the Corporate Benefits Department for additional information).

B) SOCIAL SECURITY

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which benefits are paid. As your employer, the Company is required to deduct this amount from each paycheck you receive. In addition, the Company matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

5.24 EMPLOYEE REFERRAL BONUS POLICY

All Full-time and Part-time associates are eligible for the Company's Employee Referral Bonus Program. If an associate refers a candidate and that candidate is hired by the company and remains employed through the 90-day introductory period, that associate will be awarded a \$100 referral bonus. The bonus may be requested using the payroll Incentive Award form with approval from the property's General Manager.

5.25 COMPLIMENTARY ROOM POLICY

All Full-time and Part-time associates who have completed their introductory period are eligible to participate in our complimentary room policy through the Shaner Hotels Division. This benefit allows associates to stay at a Shaner owned or managed property free of charge subject to the following guidelines:

- All complimentary room requests and reservations for associates must be made through your General Manager or Corporate HR. Be sure to provide your name, the dates of your requested stay, which property you would like to visit and what type of room you require.
- At least 7 days notice is required.
- Eligible associates and their immediate family (spouse and children only) are eligible for two (2) complimentary rooms per calendar year.
- Complimentary room availability is dependent upon the vacancy rate at the time the reservation is made. Properties with high seasonal demand may not accept requests during peak periods.
- A special rate may be available for other family members (parents, grandparents, siblings) depending upon availability.
- Complimentary rooms are not available at some properties during their busy seasons or special events. Please refer to franchise websites to confirm if discounts are being offered on your specific dates.
- This benefit is not available for use by friends or acquaintances of the employee.
- Completion of a Complimentary Room form is necessary.

5.26 DISCOUNTED ROOM RATES

All Full-time and **Part-time** associates of the Shaner Hotels division who have completed their introductory period are eligible to receive discounted room rates, based upon availability, **at the franchise/brand in which they are employed.**

- All requests and reservations for associates must be made through your General Manager or via your franchise intranet. You may be given access to your franchise website to check availability for discounted rates and/or book and guarantee your reservation.
- Only eligible associates may use this benefit.
- Discounted room rates are dependent upon the vacancy rate at the time the reservation is made.
- This benefit is not available for use by friends or acquaintances of the employee.
- Please see your specific franchise guidelines for family/friend eligibility.

Receipt & Acknowledgement Of Shaner Associate Handbook

This Associate Handbook is an important document intended to help you become acquainted with the Company. This handbook will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention. Because the general business atmosphere of Shaner businesses and economic conditions are always changing, the contents of this handbook may be changed at any time at the discretion of the Company.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the associate handbook.

- I acknowledge the receipt of Shaner Associate Handbook. I agree to familiarize myself with the information in this handbook and to abide by the guidelines set forth in the handbook. I understand that the contents of this handbook do not form a contract between the Company and me, but are only intended as a general statement of current employment practices.
- I acknowledge that there are no other oral or written agreements of any kind pertaining to the terms set forth in the handbook, and this handbook is the entire and only writing or employment understanding between the employee and the employer.
- I further understand that my employment is terminable at will, either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind.
- I understand that no contract of employment other than “at will” has been expressed or implied, and that no circumstance arising out of my employment will alter my “at will” employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the Company President.
- I am aware that during the course of my employment confidential information will be made available to me (i.e., customer lists, pricing policies and other related information). I understand that this information is critical to the success of the Company and must not be disseminated or used outside of Company premises. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
- I understand that, should the content of this handbook be changed in any way, the Company may require an additional signature from me to indicate that I am aware of and understand any new policies.

I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Shaner Associate Handbook.

SAMPLE

Employee's Name

SAMPLE

Employee's Signature

Date

****Sample Copy - Associate should receive and sign-off on an original Shaner Associate Handbook**

NOTES

NOTES