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NOTICE: THIS HANDBOOK AND ALL POLICIES CONTAINED HEREIN, SUPERSEDE AND REPLACE ALL PREVIOUS EDITIONS, POLICIES AND PRACTICES.

WELCOME TO FLYERS ENERGY

A significant portion of our lives is spent on the job and committed to our employer of choice. At Flyers Energy, it is important to us that our team consists of people who are passionate about our Purpose, our Core Values and our Fundamental Ideology. We believe that having the right people, such as you, on our team is the cornerstone of our continued progress, improvement and success.

As you have been entrusted with responsibilities that directly contribute the fulfillment of our Purpose, we want you to know that you have the full support of your co-workers, supervisor and leadership team. Flyers Energy is a high performance organization in which each team member is given the opportunity to reach their greatest potential through dedication and commitment to the company and believing in and living the culture daily. Greatness is largely a matter of conscious choice and comes about through a series of good decisions accumulated one on top of another. We rely on your consistent best efforts in the performance of your responsibilities to fuel our success.

This handbook tells you about many of the programs that have been developed here for your benefit, about some of the things that are expected of you as a team member and about many of the Company's personnel practices and matters that affect your employment. We believe in the fundamental integrity and dignity of our team members as people and maintain an open door policy to encourage each individual to communicate directly with their supervisor and other management team members.

We are confident that your employment with Flyers Energy will be enjoyable, challenging and rewarding.

Whatever your area of responsibility, we appreciate that you have made Flyers Energy your employer of choice and we value your commitment to the team. Welcome to Flyers Energy, we are excited to have you on board.

If you ever have any questions about your employment with Flyers or any other matter, we hope that you will not hesitate to bring these issues out in the open so that we may discuss them together.

Sincerely,



Rick Teske, CEO

Our History and Purpose

Flyers Energy was established in 1979 as Nella Oil Company with the initial purchase of seven fuel stations. We have now grown to operate convenience stores, Cardlocks, a fleet of fuel trucks, terminals and bulk lubricant plants, as well as selling wholesale fuels throughout California and Nevada. Here is a brief timeline of how we have grown over the years:

- 1982 – Purchased six retail sites (Nella II).
- 1983 – Purchased two fuel transport trucks.
- 1993 – Purchased two Cardlocks.
- 1998 – Purchased fourteen retail sites from Exxon.
- 2002 – Purchased Olympian Oil, Gulf Transportation and 22 Beacon retail sites.
- 2002 – Began installing environmentally friendly Solar Panels
- 2007 – Purchased assets of Western Energetix to operate bulk oil and lube plants, terminal operations and Cardlock sites in Nevada.
- 2011 – Changed our trade name from Nella Oil to Flyers Energy
- 2012 – Purchased the assets of Fleet Card Fuels, expanding our Cardlock, wholesale, transportation and convenience store reach into Southern California.
- 2014 – Purchased the assets of Allied/Washoe Petroleum, growing our scope of Bulk Lubes and home heating services in the northern Nevada region.
- 2015 – Purchased the assets of Poma/Redwood Coast Petroleum and SKS, expanding our presence in Southern California and our Lubricants business.
- 2016 – Purchased the assets of Goodspeed, expanding our presence in Southern California
- 2017 – Purchased the Lubricants assets of Western Refining, extending our operations into Arizona and expanding our Lubricants business into Las Vegas.
- 2017 – Exited the Retail business sector with the sale of 39 retail convenience stores.
- 2017 – Diversified Flyers with investments into Solar, Ethanol Production, Mobile Home Parks, Car Washes, and Hotel business sectors.

Flyers Energy has established a culture of outstanding guest service throughout the organization along with an exemplary standard of operation and safety. Our culture is the result of motivated and dedicated team members who are obsessed with self-initiated progress and improvement and we are proud not only of the scope of services we provide, but also of the many team members who produce extraordinary results on a daily basis.

It is our Purpose to provide desired goods and services to our valued guests in a timely and convenient fashion. All team members are expected to serve our valued guests or support those who do. Our commitment to guest service requires each team member to consistently demonstrate very high standards with respect to their scope of responsibilities and communications. These same standards apply to the positive attitudes, excitement and passion that we demonstrate on an ongoing basis. Everyone at Flyers Energy is expected to be a marketing representative who must conduct himself or herself in a manner that leaves impressions of professionalism and courtesy to our current guests, prospective guests and the public at large. If we do these things well, the end result will be the most valuable product that can be attained – guest satisfaction.

Satisfaction is a composite of many things - a smile, a neat appearance, a friendly atmosphere, a genuine concern for the guest - things that cost little, but are so important. It is, therefore, the

responsibility of everyone to always create a positive atmosphere and thereby consistently maintain the satisfaction of all of our guests.

To achieve these objectives, we expect everyone on the Flyers Energy team to provide outstanding guest service every day. This means that we all must think of our guests first and share the understanding that our guests are the reason for our existence. We must challenge ourselves every day to earn their support, confidence and loyalty. Our adherence to this single concept of creating value for our guests through an extremely high level of guest service has served us well in making Flyers Energy who we are today.

We firmly believe that by populating Flyers Energy with good, honest, humble, hungry and smart people who embrace our Fundamental Ideology, all team members enjoy the benefit of open and free lines of communication with all levels of management throughout the organization.

INTRODUCTORY CONSIDERATIONS

This Personnel Handbook establishes policies, procedures, benefits and working conditions applicable to all team members employed by Flyers Energy LLC, Caminol Management LLC, Flyers Transportation LLC or Western Energetix LLC (together the “Company” or “Flyers Energy”). This handbook generally describes some of the practices and procedures in effect at Flyers Energy, and is intended to serve as a set of guidelines. This handbook replaces any previous manual or handbook, and to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this handbook. This handbook may not be amended or added to without the express written approval of an officer of the Company. Team members should read, understand, and comply with all provisions of the handbook. It describes many of a team member’s responsibilities and outlines the programs developed by the Company to benefit team members.

Flyers Energy maintains an at-will employment policy. The Company’s at-will employment policy is subject to modification exclusively by the CEO in written form only, and only if signed by the CEO. The at-will employment policy means that either the team member or Flyers Energy may terminate the employment relationship at any time, for any reason, with or without cause or advance notice. Nothing in this handbook is intended to create a contract of continued employment. Nor does this handbook, in describing the Company’s policies or procedures, commit the Company to follow any particular procedure in the course of imposing discipline or terminating employment. If there is ever a discrepancy between this handbook and applicable law, then the law will always govern.

None of the policies and procedures summarized here can be amended or altered in any way by oral statements made to you. The content of this handbook may be subject to change and/or deletions from time to time, with the exception of the at-will employment policy. Flyers Energy will make every effort to notify team members when an official change in policy or procedure has been made but team members are responsible for their own up-to-date knowledge about Company policies, procedures, benefits and working conditions. Flyers Energy reserves the right to deviate at its sole discretion from the policies, procedures, benefits and working conditions described in this handbook.

This Handbook is the property of Flyers Energy. The information contained herein is proprietary to Flyers Energy and may not be copied or reproduced without the express written permission of the Company’s CEO. This Handbook has been prepared for the express use of team members actively employed by Flyers Energy.

Please note that no policy contained in this handbook is intended to limit team member’s rights to engage in protected concerted activity. If you have any questions about the handbook, please contact the Company’s Director of Human Resources.

EMPLOYMENT

EQUAL EMPLOYMENT OPPORTUNITY

Flyers Energy is an equal opportunity employer and is committed to equal opportunity for all team members and applicants. The Company recruits, hires, trains, promotes, compensates, and administers all personnel actions without regard to race, color, creed, gender, gender identity, gender expression, religion, religious beliefs, religious observance, religious practice, religious dress religious grooming practices, marital status, registered domestic partner status, age, national origin, ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, or genetic characteristics), sex, sex stereotyping, pregnancy, childbirth, breastfeeding, pregnancy related conditions, genetic information, sexual orientation, military or veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any such characteristics, or is associated with a person who has or is perceived as having any such characteristics. Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. All such discrimination is unlawful.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations and prohibits unlawful discrimination by any team member of the Company, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a team member, unless undue hardship would result.

Any applicant or team member who requires an accommodation in order to perform the essential functions of the job should contact a Company Human Resources representative and discuss the need for an accommodation. The Company will engage in an interactive process with the team member to identify possible accommodations, if any, which will help the applicant or team member, perform the job. An applicant or team member who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should contact a Company Human Resources representative and discuss the need for an accommodation. The Company will make every effort to facilitate reasonable accommodations.

The Company is committed to the practice of equal employment opportunity and will not tolerate intimidation or retaliation against team members or applicants because they have engaged in or may engage in filing a complaint of discrimination or retaliation; assisting or participating in an investigation; opposing any act or practice made unlawful by any local, state, or federal law; or for exercising any other legally protected right.

If you have questions or feel that you have been discriminated against because of your protected status, have been improperly denied a reasonable accommodation, have experienced retaliation, or have witnessed or been subjected to conduct that is otherwise inconsistent with this policy, then you must follow the reporting procedures outlined in the Harassment is Prohibited Policy below.

All reports describing conduct inconsistent with this policy will be investigated promptly and effectively in accordance with the procedure outlined in the Company's Harassment is Prohibited Policy below.

HARASSMENT IS PROHIBITED

Flyers Energy is committed to providing a work environment free of harassment, disrespectful conduct or otherwise unprofessional behaviors. Company policy prohibits disrespectful and unprofessional conduct as well as harassment based on race, color, creed, gender, gender identity, gender expression, religion, religious beliefs, religious observance, religious practice, religious dress religious grooming practices, marital status, registered domestic partner status, age, national origin, ancestry, physical or mental disability, medical condition (including cancer or a record or history of cancer, or genetic characteristics), sex, sex stereotyping, pregnancy, childbirth, breastfeeding, pregnancy related conditions, genetic information, sexual orientation, military or veteran status or any other consideration made unlawful by federal, state, or local laws. All such conduct violates Company policy. The Company's anti-harassment policy applies to all persons involved in the operation of the Company and it and the law prohibits harassment, discrimination and retaliation by any team member of the Company, including supervisors and managers, as well as vendors, guests, independent contractors and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any such characteristics, is perceived as having any such characteristics, is associated with a person who has or is perceived as having any such characteristics. This policy also prohibits offensive conduct that does not rise to a violation of law, as explained below.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment; and
- Communication via electronic media of any type that includes any harassing conduct that is prohibited by state and/or federal law, or by Company policy.

Flyers Energy prohibits that conduct in the workplace, even if the conduct is not sufficiently severe or pervasive to constitute unlawful harassment.

Sexual harassment deserves special mention. Harassing conduct based on gender often is sexual in nature but sometimes is not. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual engaged in harassment and the individual being harassed are of the same or are of different genders.

According to the U.S. Equal Employment Opportunity Commission (“EEOC”), unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct based on sex constitute unlawful sexual harassment when (1) submission to such conduct becomes an implicit or explicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for any employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation. Examples of gender-based harassment forbidden by this policy include (1) offensive sex-oriented verbal kidding, teasing or jokes, (2) repeated unwanted sexual flirtations, advances or propositions, (3) verbal abuse of a sexual nature, (4) graphic or degrading comments about an individual’s appearance or sexual activity, (5) offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects or pictures, cartoons or posters, (6) unwelcome pressure for sexual activity, (7) offensively suggestive or obscene letters, notes or invitations, (8) offensive physical contact such as patting, grabbing, pinching, or brushing against another’s body, and (9) sexual favoritism.

Any manager or supervisor who is aware of conduct inconsistent with this policy or who receives a report of conduct inconsistent with this policy must report it immediately to their department’s Director, the Director of Human Resources, or the CEO. If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to your own or any other Company supervisor, the CEO or the Director of Human Resources as soon as possible after the incident. This policy does *not* require reporting discrimination, harassment, or retaliation directly to a team member’s immediate supervisor or to any individual who is creating the harassment, discrimination, or retaliation. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Company will promptly undertake an effective, thorough and objective investigation of the allegations. To that end, parties involved in the situation (including the reporting party, anyone identified as the target of the behavior (if different than the reporting party) and anyone who allegedly violated this policy will be offered an opportunity to be interviewed or to otherwise respond to a report under this policy. The Company may put certain interim measures in place, such as a leave of absence or a transfer, while the investigation proceeds. Flyers Energy will take further appropriate action once the report has been investigated. That action may be a conclusion that a violation occurred, as explained immediately below. The Company might also conclude, depending on the circumstances, either that no violation of policy occurred or that the Company cannot conclude whether or not a violation occurred.

If an investigation reveals a violation of this policy or other inappropriate conduct has occurred, effective remedial action will be taken, including discipline up to and including dismissal, reassignment, changes in reporting relationships, training, or other measures the Company deems appropriate under the circumstances, regardless of the job positions of the parties involved. The Company may take corrective action for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. If the person who engaged in harassment is not employed by the Company, then the Company will take whatever corrective action is reasonable and appropriate under the circumstances.

In investigating and in imposing any corrective action, the Company will attempt to preserve confidentiality to the extent that the needs of the situation permit.

The Company forbids that any team member treat any other team member or former team member or applicant adversely for reporting harassment, discrimination, or retaliation, for assisting another team member or applicant in making a report, for cooperating in an investigation into such alleged conduct, or for filing an administrative claim with the EEOC or a state governmental agency. All team members who experience or witness any conduct they believe to be retaliatory are to immediately follow the reporting procedures stated above.

The Company encourages all team members to report any incidents of harassment or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved. The Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing are empowered to investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with an appropriate agency. The nearest office is listed in the telephone book.

AT-WILL EMPLOYMENT

It must be remembered that the employment relationship for team members at Flyers Energy is based upon the mutual consent of the team members and the Company. All employment with Flyers Energy is for an unspecified term and is "at-will". Therefore, either the Company or the team members may end the employment and compensation of any team members, at any time, for any reason, with or without cause or notice. At-will employment also means that the Company may make decisions regarding other terms of employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work at any time, with or without cause or advance notice. The at-will nature of a team member's employment relationship and the Company's employment policies cannot be changed, waived or modified by any supervisor, agent or anyone else except the CEO of the Company. Any such agreement to alter the at-will nature of the relationship must be by individual agreement, in writing and signed by the CEO of the Company

Nothing in this Handbook is intended to create a contract of continued employment. Except for the employment "at-will" policies, this Handbook should not be interpreted to create any express or implied contractual rights between Flyers Energy and any team member.

CATEGORIES OF EMPLOYMENT

Throughout this manual you will find various terms relating to employment status and to assist you in understanding them, they are defined as follows:

1. Team Members - Those persons who have successfully completed their ninety-day (90) introductory period. Completion of the introductory period does not alter the at-will nature of the team member's employment. Both during and after the introductory period, employment with Flyers Energy remains at will.
2. Full-Time Team Members - Those team members regularly assigned a work schedule of 30 or more hours per week. Full-Time team members status must be designated in writing and approved by Human Resources.

3. Part-Time Team Members - Those team members who are regularly assigned a work schedule of less than 30 hours per week.
4. Temporary Team Members - Those team members whose service with the Company is intended to be of limited duration or on a "fill-in basis". These positions are not intended to be part of continuing operations. Temporary team members are not eligible for such benefits as holidays, vacation time, sick time, insurance or other pay-related benefits, but do receive benefits required by applicable law.

Exempt and Non-Exempt Status

Each position and job is designated as either non-exempt or exempt.

Team members in non-exempt positions are entitled to overtime pay under federal and state wage and hour laws.

Exempt team members are not entitled to overtime pay. The Company intends to maintain the salary basis of all of its salaried exempt team members. Notwithstanding any other provision of this handbook, the Company's policies, including but not limited to discipline and benefits policies, are to be interpreted in accordance with the salary basis requirements of the Fair Labor Standards Act and state law. Please refer to the Salary Basis / Safe Harbor Policy attached to the Handbook for more information.

A team member's exempt or non-exempt status may be changed only upon written notification from management.

Employment Group Classifications

In addition to classifications of employment statuses, team members are also identified as belonging to specific group classifications dependent upon their scope of responsibility. Various expectations and benefits, such as dress codes and holiday pay, are applicable only to specific group classifications. Group classifications are identified as follows and are outlined in specific sections of this handbook where applicable:

1. Truck and Trailer Drivers – Any Department of Transportation (DOT) regulated team member who regularly drives a Semi or Truck and Trailer transportation vehicle for the purpose of delivering fuels.
2. Bobtail Drivers - Any DOT regulated team member who regularly drives a Bobtail transportation vehicle for the purpose of delivering fuels or lubricants.
3. Administration – Any team member who is regularly engaged in the administrative facilitation of day-to-day business. Primarily, team members are either located at an office location, holding a position in sales, or are responsible for multi-site or regional supervision.

None of the Company's categories guarantee employment for any specific length of time. Therefore, either the Company or the team member may end the employment and compensation of any team members, at any time, for any reason, with or without cause or

notice. The at-will relationship and the Company's employment policies can only be waived or modified by an individual written employment agreement signed by the CEO of the Company.

INTRODUCTORY PERIOD

During the first ninety-days (90) of your employment, you will be instructed in job assignments and your performance will be continuously evaluated to ensure that you understand and can perform the duties of your position. Throughout the Introductory period, you will not be entitled to Holiday pay benefits.

EMPLOYMENT OF RELATIVES AND SPOUSES

Many qualified applicants for job openings at our Company may come from relatives and spouses of present team members. Although relatives and spouses will be given no preferential treatment, they will be considered when they apply for job openings. However, consideration will not be limited solely to a relative or spouse, but will include all other applicants. Should a relative or spouse be hired, the new team member generally may not be employed in a department or equivalent work group that already employs a relative or spouse. Additionally, spouses and relatives may not be employed in a subordinate relationship with a related team member or where a problem might develop that involves safety, security, morale or potential conflict of interest. A relative is defined as any person related to a team member by kinship, marriage or adoption; however, nothing in this policy limits the Company's ability to make employment decisions regarding team members in similar or other relationships if it determines in its sole discretion that such relationship creates a similar potential, apparent or actual issue.

OUTSIDE ACTIVITIES

As a Flyers Energy team member, it is both in your best interest and that of the Company that you not engage in any outside activities that would adversely affect your job performance, guest relationships and those that would give competing companies any advantage. All team members are required to report all outside working relationships, including any consulting, business or personal relationship with a competitor, guest or supplier, to their supervisor to prevent any misunderstandings.

The Company's office space, equipment, materials and/or property are not to be used for outside employment or gain unless expressly approved by the CEO.

If team members are unable to maintain acceptable performance standards following the acceptance of outside employment, permission to continue such employment may be withdrawn or such team members may be subject to disciplinary action up to and including termination of employment.

Circumstances may arise in which you wish to volunteer your time or resources in the best interest of charitable efforts supported by the Company. Such circumstances are strictly voluntary and no team member shall be discriminated against or given preferential treatment based on their participation in charitable efforts. Team members may participate in such activities of their own accord and may be asked to sign a consent and/or acknowledgement form indicating their understanding that time and resources dedicated to specific events or efforts are not compensable or reimbursable.

CONFLICT OF INTEREST

Team members must avoid entering into transactions where it may appear that they are improperly benefiting from their employment with the Company. This includes the use of a team member's relationship with Flyers Energy or any of its related former, current and future entities, corporations, partnerships, joint ventures, investors, directors or clients and team members (collectively used in this Handbook as the "Company" and "Flyers Energy") for personal profit or advantage, either directly or indirectly. Situations that may involve a conflict of interest between personal interests and the interests of the Company must be discussed with the Company's CEO in order to protect a team member's interests and those of the Company. Written approval of such activities must, therefore, be obtained from the CEO.

While it is impossible to list every circumstance that may create a possible conflict of interest, the following should serve as a guide to the types of activities that may cause such a conflict:

1. A financial interest in an outside concern which does business with or is a competitor of Flyers Energy (except where such ownership consists of securities of a publicly owned corporation regularly traded on a public stock market).
2. Rendering of directive, managerial, or consulting services to any outside concern that does business with or is a competitor of Flyers Energy or any of its related entities, corporations, partnerships, or joint ventures, except with the knowledge and consent of the CEO.
3. Acceptance of gifts, loans, entertainment or favors of more than token value from any outside concern which does or is seeking to do business with, or is a competitor of Flyers Energy. For the purposes of this policy, "token value" means a value of not more than \$50. Acceptance of all such gifts, entertainment and/or favors that may have a value in excess of \$50 must have the prior approval of the CEO.
4. Representation of Flyers Energy in any transaction in which a personal interest exists.
5. Disclosure or use of confidential Company information for personal profit, advantage, or any other reason.
6. Outside employment, directly or through an intermediary, which can or will adversely affect a team member's productivity or availability for a position with the Company, including employment by competitors.

This list is not intended to be a substitute for good judgment. Team members who find themselves in a situation that may possibly give rise to a conflict of interest are expected to make immediate written disclosure to the Human Resources Department in order to protect the interests of both the Company and the team members.

CONFIDENTIALITY

All team members must treat all information relating to the business of Flyers Energy or any of its related current and former entities, corporations, partnerships, joint ventures, investors, directors or clients as confidential, and not divulge any of this information to outside parties without the prior written consent of the CEO. All such information must be kept completely confidential during, and subsequent to, employment with Flyers Energy. The following examples are intended to serve as a guide to the types of such information and material:

1. Matters of a business nature such as information about patents, copyrights, disbursements, costs, guest services, pricing, profits, all data regarding the Company's marketing activities, finances, vendors, clients including guest lists and plans for future expansion or development; and
2. Matters of a non-public, technical nature such as computer programs, software and supporting documentation, training programs, design and implementation of existing and future services, procedure manuals and related methods or technologies; and
3. Confidential data about team members, including team member's medical records, pay rates and performance evaluations; and
4. Information pertaining to any services and the results of all such services provided to the Company's clients.

For purposes of this policy, "confidential information" does not include wages, hours, benefits, or other terms and conditions of employment, or a team member's own personnel information. Further, this policy does not prohibit team members from discussing their own personnel information with one another or with a government agency.

Team members are prohibited from using the Company's phone system for unauthorized use, use of another team member's password, using the computer system for anything other than authorized use, breaking into the Company's security system or accessing unauthorized information. Violations of the above confidentiality or usage provisions will be subject to disciplinary action up to and including termination of employment.

BUSINESS RECORDS

Because team members will gain knowledge of Flyers Energy business affairs, clients and methods, including the Company's computer systems, techniques and methods devised and used by Flyers Energy at the Company's expense, all records, notes, files, memoranda, reports, tapes, disks and other tangible expressions and all copies of such records relating to Flyers Energy business prepared by team members or disclosed to team members will remain the sole and exclusive property of Flyers Energy. Therefore, team members are required to immediately return or deliver all originals and all copies of any such records that are in their possession, custody or control and any other property belonging to Flyers Energy whenever requested to do so by the Company as a condition of continued employment or upon separation of employment.

BENEFITS

GROUP INSURANCE and 401(k)

Flyers offers a competitive package of benefits to eligible team members. Specific information regarding each of the benefits available to eligible team members can be found in the Specific Plan Design (SPD) documents made available to every team member upon hire, and on an ongoing basis via the company's web-based team member resources portal, or by written request submitted to the Human Resources department.

HOLIDAYS

Flyers Energy, recognizes the following holidays for all divisions:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	
Independence Day	Day After Thanksgiving (for select team members defined below)	

Company recognized holidays that fall on a weekday (M – F) are observed on the day of the holiday. When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday.

To be eligible for Holiday pay, a team member must have fully completed their introductory period of continuous employment and be actively classified as a full time team member. No team member may use either paid Sick or Vacation time on a date they are eligible to receive Holiday pay.

Truck and Trailer Drivers and Bobtail Drivers:

Eligible team members who have fully satisfied their regularly scheduled shifts on the day prior to, the day of and the day following the holiday, will receive Holiday pay at their regular base rate of pay. Only if the team member's absence on the day prior to, the day of or the day following a holiday, is protected by applicable law or is approved by a supervisor, will that team member receive holiday pay for the holiday.

Truck and Trailer Drivers will be paid for ten (10) hours of Holiday pay at their base pay rate for each Company recognized holiday. Truck and Trailer Drivers are not eligible for holiday pay for the day after Thanksgiving. Holiday hours do not count toward any hours worked with regard to calculating overtime.

All eligible Bobtail Drivers are entitled to the listed Company holidays plus the Day after Thanksgiving as paid holidays. Bobtail Drivers will be paid for eight (8) hours of Holiday pay at their base pay rate for each Company recognized holiday. Holiday hours do not count toward any hours worked with regard to calculating overtime.

Administration:

All eligible Administration team members are entitled to the listed Company holidays plus the Day after Thanksgiving as paid holidays. Eligible team members who have fully satisfied their regularly scheduled shifts on the day prior to, the day of and the day following the holiday, will be paid eight (8) hours of Holiday pay at their base pay rate for each Company recognized holiday. Only if the team member's absence on the day prior to, the day of or the day following a holiday, is protected by applicable law or is approved by a supervisor, will that team member

receive holiday pay for the holiday. Holiday hours do not count toward any hours worked with regard to calculating overtime.

If a non-exempt administrative team member is required to work on a holiday, they will be paid one and a half times their regular rate of pay for hours worked on the holiday.

Transportation Dispatch

All provisions of the “Administrative” section above are applied to team members actively assigned to a Dispatch position in the Transportation department. Additionally, any Dispatcher who either, 1) Is required to work on a Company designated holiday, or 2) who’s regularly scheduled day off falls upon a Company designated holiday, will be paid a premium equivalent to 8 hours of pay, to be calculated at the team member’s hourly equivalent rate of pay (an exempt team member’s bi-weekly salary divided by 80 hours).

VACATION

Eligible team members:

Because we recognize the importance of vacation time in providing the opportunity for rest, recreation and personal activities, Flyers Energy grants paid vacation time to all team members who are classified as Full-Time and are regularly scheduled to work 30 or more hours per week.

Vacation time is accrued, based upon a team member’s continuous length of service, as a team member works. Temporary team members, part-time team members, and team members who maintain an average of less than 30 hours worked per week may accrue paid vacation time at a reduced rate, or may not accrue paid vacation time at all, dependent upon their employment classification.

Initial Availability:

Vacation time does not begin accruing until a team member completes his or her first 12 weeks of employment. Then, accrual begins based on the rates provided upon hire, or if the rates are changed, when the updated rates are provided. All accrued time is made available for use upon the beginning of the pay period following accrual.

Ongoing Availability:

Vacation time is accrued on a proportional basis as the team member works. All accrued time is made available for use upon the beginning of the pay period following accrual.

Amount of Vacation Time Accrued:

The amount of vacation time accrued is dependent upon the team member’s class of employment and period of continuous employment. Team members on unpaid leave do not accrue vacation time while utilizing unpaid leave time. Vacation time accrual rates are provided per employment class in accrual schedules provided to eligible team members upon hire.

Carry Over and Cap of Available Time:

Flyers Energy encourages team members to take the vacation they have earned. We recognize, however, that this is not always possible. For this reason, vacation carries over, up to a maximum accrual cap, which is two times the team member's annual accrual amount. Vacation time may not be accrued in excess of the maximum accrual cap as per the accrual schedules. If the sum of a team member's available and accrued vacation time reaches the maximum cap, the team member ceases to be eligible for additional vacation accrual until available vacation is taken.

Payment of Vacation Time:

Vacation time is given to team members so that they are better able to perform their jobs when they return. For this reason, we require team members to take their vacation and we do not permit team members to cash out their vacation time in lieu of taking time off. Any exception to this policy must be approved by the CEO.

Vacation time will not be paid in addition to holiday time. If a holiday occurs during an exempt status team member's approved vacation, the team member will receive holiday pay, but not vacation pay. Non-Exempt status team members who receive holiday pay, will not receive vacation pay for the same date.

All vacation time will be computed at a team member's base, straight-time rate in effect at the time of payment. When a team member is using vacation time during a leave of absence or other occasion where other benefits are paid, vacation time will be coordinated with applicable state disability insurance, vacation benefits or workers' compensation insurance.

Use of Vacation Time:

Vacation time will be scheduled to provide adequate coverage of job responsibilities and staffing requirements. The Department Supervisor will make final determinations and must approve vacation time requests in advance. The Department Supervisor may at his or her discretion schedule vacation time to be used as he or she deems necessary.

Any unused and accrued vacation will be paid at the team member's final rate of pay upon separation from the Company.

SICK LEAVE

Eligible team members:

Paid sick leave is made available to all team members.

Initial Availability:

Sick time is granted available to each team member upon hire and is made available for use upon the first of the month following his or her 30th day of employment. A team member's annual sick time allowance will be provided to him or her upon this initial availability schedule.

Ongoing Availability:

Each team member who has already received his or her initial availability of sick time will be provided with his or her annual sick time allowance on the first day of the following calendar year. Sick time will be made available to all team members on January first of each subsequent year of employment.

Amount of Sick Leave Provided:

All team members are provided with 32 hours of sick time per year. Team members who are assigned to positions based in cities, states or counties that have ordinances requiring that employees be provided with more than 32 hours of sick time per year, will be provided with sick time in accordance with applicable laws.

Carry Over and Cap of Available Time:

All team members are eligible to carry over unused sick time. Available sick time for any team member who carries over unused sick time, is capped at 80 hours. Once a team member reaches 80 hours, he or she will not receive a new grant of time until he or she has taken enough sick time to drop below 80 hours. Then, on January 1 of the following year, he or she will receive either his or her typical yearly grant, or an amount of sick time sufficient to bring the total to no more than 80 hours, whichever is smaller.

Team members who are assigned to positions based in cities, states or counties that have ordinances with specific regulations regarding the carry over of Sick time, will be granted all rights and privileges in accordance with applicable laws.

Payment of Sick Leave Time:

All sick leave time will be computed in the same way the regular rate is determined for overtime for that workweek. For exempt team members, they receive their normal salary for sick time used. When a team member is using sick time during a leave of absence or other occasion where other benefits are paid, sick leave benefits will be coordinated with applicable state disability insurance, vacation benefits or workers' compensation insurance. Sick time hours do not count toward any hours worked with regard to calculating overtime. Unused sick leave benefits will be forfeited upon separation of employment.

Sick time will not be paid in addition to holiday time. If a holiday occurs during an exempt status team member's approved sick leave, the team member will receive holiday pay, but not sick pay. Non-Exempt status team members who receive holiday pay, will not receive sick pay for the same date.

Use of Sick Leave Time:

Sick leave benefits can be used in increments as small as a quarter hour for a team member's own health care needs including treatment of an existing health condition, and/or preventative care or that of a family member including the team member's child, sibling, spouse, registered domestic partner, parents, grandparents, or grandchildren. Sick leave can also be used by victims of domestic violence, sexual assault, or stalking to seek aid, treatment, or related assistance.

If a need to use sick time is foreseeable, a team member must provide reasonable advance notice. If not foreseeable, notice must be provided as soon as practicable. During such absences, team members must notify their supervisor each and every day of their absence so that the supervisor may properly plan work schedules. For absences longer than three days, team members may be required to furnish a physician's statement to verify the nature of an illness and specify a probable return date. Team members returning to work after absences lasting longer than three days may be required to furnish a physician's statement regarding their medical ability to return to work. Abuse of sick leave benefits will not be tolerated and may be grounds for termination of employment.

LEAVES OF ABSENCE AND ACCOMMODATIONS

Flyers Energy provides leaves of absences and accommodations to team members based on various state, federal, and local laws. Team members must meet certain eligibility requirements for the different leave types. This section provides a brief description of the various leave types.

Team members must present all doctors' notes for all types of medical leaves to Human Resources in a timely fashion.

To the extent permitted by law, team members, who are granted leaves of absence, will be required to utilize any available, unused, sick and/or vacation benefits during the period of their leave. Accrual of or eligibility for new or additional holiday, vacation or any other service-related benefits will not occur during any type of leave of absence. A Human Resources Representative will further discuss this with you at the time your leave is requested.

A personal leave of absence, which is without pay, may be granted. However, approval is based on Company discretion. New team members with less than ninety days of continuous service with the Company, are not eligible for a personal leave of absence. Any request for exceptions to this provision must be discussed with a Human Resources department representative.

No leave shall be granted without prior Company approval. The Company will make every effort to reinstate team members who are granted a protected leave, and who return to work on a timely basis, to the same position that they occupied prior to their leave or a similarly situated position.

Team members, who have been granted any type of leave of absence, will be responsible for and expected to arrange for direct and prompt payment of any group insurance premiums for themselves and their dependents during that time, pursuant to the regulations applying to the type of leave taken or, where the leave does not require continuation of current benefits, COBRA health insurance coverage regulations. In the event that prompt payment of group insurance premiums is not submitted, the benefits may lapse. Please address any questions regarding benefits continuation while on leave to the Human Resources department.

Team members who intend to return to work following a leave of absence must notify their supervisor and a Human Resources department representative of his or her intent to return at least ten (10) days prior to the expiration of the leave of absence, for authorization and scheduling. All mandatory verifications and certifications for return-to-work eligibility must be provided to a Human Resources representative with a minimum of three (3) business days, prior to a team member being placed back on active duty. If such notification is not received, such team members will be considered to have resigned from employment at the end of the specified leave period.

TYPES OF LEAVES OF ABSENCES

Team members will be granted an unpaid or paid leave of absence in accordance with applicable state laws of their state of employment.

1. Family And Medical Leave Policy

Pursuant to the Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), eligible team members may take an unpaid family or medical leave of absence ("Family/Medical Leave") of up to 12 weeks in a 12-month period. The 12-month period is measured *backward from the date you take any FMLA and/or CFRA leave*. Eligible team

members may take up to twenty-six (26) weeks of FMLA leave in a single 12-month period for Military Caregiver Leave, as described below.

Any leave taken pursuant to this policy, other Company policies, or law which qualifies as leave under the FMLA and/or the CFRA will be counted against the team member's available leave under the applicable Company policy(s) and law, as well as the available leave under the FMLA and/or the CFRA, to the extent permitted by applicable law.

Eligibility

To be eligible for a Family/Medical Leave, you must: (1) have worked for the Company for at least 12 months, (2) have worked at least 1,250 hours during the 12 months before the leave is to begin, and (3) work at a location with at least 50 employees within 75 miles of your worksite. "Hours worked" means actual hours worked and generally does not include paid or unpaid time off.

The Company may provide Family/Medical Leave to team members who work at a location with less than 50 team members within 75 miles, provided they meet the other leave eligibility requirements, even though they are not eligible for leave under the FMLA or CFRA, based upon the needs of the Company.

Reasons For Leave

If eligible, you may take Family/Medical Leave for any of the following reasons:

- **Birth/Placement.** The birth of your child, or the placement of a child with you for adoption or foster care.
- **Family Care.** To care for your spouse, child, parent, or registered domestic partner (covered by CFRA only) with a serious health condition.
- **Team Member Medical.** Because of your own serious health condition, which makes you unable to perform one or more essential functions of your job.
- **Qualifying Exigency (covered by FMLA only).** Because of any qualifying exigency as defined in the FMLA final regulations, arising out of the fact that your spouse, parent, or child is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces in a foreign country. Contact the Human Resources Department for additional information regarding what constitutes a qualifying exigency.
- **Military Caregiver (covered by FMLA only).** To care for a covered service member or covered veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces) and who is your parent, child, spouse, or for whom you are next of kin. Such leave may be taken for up to 26 weeks in a single 12-month period, which period begins on the first day you take leave for this purpose and ends 12 months after that date. An eligible team member who takes Military Caregiver Leave may not take more than a combined total of 26 weeks of FMLA Leave in a single 12-month period, including any leave taken for other FMLA-covered reasons.

Under such circumstances, only a total of 12 weeks of FMLA Leave in a 12-month period may be taken for reasons other than Military Caregiver Leave.

The basic minimum duration of Birth/Placement Leave is two weeks, except on two occasions you may request such a leave of less than two weeks' duration, and you must conclude the leave within one year following the child's birth or placement.

You may not be granted a Family/Medical Leave to gain employment or work elsewhere, including self-employment. If you intend to work at a second job during your leave, then you must notify the Company. If you misrepresent facts in order to be granted a Family/Medical Leave, you will be subject to discipline, up to and including immediate termination.

Additional Leave Available In Connection With Pregnancy Disability Leave

Leave for your pregnancy-related disability is covered under the FMLA, but not the CFRA. Therefore, if you take a Family/Medical Leave for a pregnancy-related disability, then you may be eligible for up to an additional 12 weeks of Family/Medical Leave in the 12-month period under the CFRA for reasons other than pregnancy-related disability. The amount of any such available Family/Medical Leave will be reduced by any other CFRA Leave taken during the 12-month period.

Notice Of Leave

If the need for leave (other than Qualifying Exigency Leave) is foreseeable, you must give the Company at least thirty (30) days' prior notice, if possible, or as much notice as practicable under the circumstances. For unforeseeable leaves and Qualifying Exigency Leaves, you are expected to notify the Company as soon as practicable. Failure to provide such notice may be grounds for delaying or denying the leave and may result in adverse consequences. In addition, you should comply with the Company's usual call in procedures, absent unusual circumstances. You should submit a Request for Family/Medical Leave of Absence, which includes the anticipated date(s) and duration of the requested leave.

Medical Certification for Team Member Medical and Family Care Leaves

If you are requesting team member Medical or Family Care Leave, then you and the appropriate health care provider must supply medical certification supporting the need for leave. If the need for leave is foreseeable, the medical certification should be provided to the Company before the leave begins. If the need for leave is not foreseeable, then the medical certification must be provided within fifteen (15) days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested certification in a timely manner may result in denial or delay of leave or other adverse consequences. The Company also may require medical recertification periodically during the leave and may ask for clarification and authentication of any medical certification submitted. Certification forms are available from the Human Resources Department.

For team member Medical Leaves, the Company may require, at its own expense, a second medical opinion, and if the first and second opinions differ, may request a third medical opinion. If a third opinion is requested, you and the Company will jointly approve of the health care provider and the third opinion will be binding.

Certification for Military Caregiver and Qualifying Exigency Leaves

If you are requesting Qualifying Exigency or Military Caregiver Leave, you must provide certification of your need for leave. Such certification must be provided to Human Resources

within 15 calendar days after it is requested. Certification forms are available from the Human Resources Department.

Reporting Your Status While On Leave

During a Family/Medical Leave, you may be required to contact your manager or Human Resources periodically to report on your status and intention to return to work.

Leave Is Unpaid/Substitution of Accrued Paid Leave

Family/Medical Leave generally is unpaid leave. However, if you are taking team member Medical Leave, then any accrued vacation must, and any accrued sick may be used during otherwise unpaid leave. If the leave is for your pregnancy-related disability, then you will not be required to use vacation, but may do so at your option. If leave is taken for a reason other than team member Medical, then any available vacation must be used and you have the option of using any available sick leave, if available, in accordance with the terms of the sick leave policy during a Family Care Leave. In addition, you may be eligible for California disability, workers' compensation, or Paid Family Leave (PFL) insurance benefits through the State of California during all or part of the 12-week leave period. If you are receiving state disability, workers' compensation, or PFL benefits during your Family/Medical Leave, then you may elect to use vacation and sick leave, although you generally may not receive more than an amount equal to 100% of your salary from a combination of paid time and disability, workers' compensation, or PFL benefits. *If you are eligible for PFL benefits, then you will be required to use up to two weeks of accrued vacation before you will be entitled to receive PFL benefits.* The receipt of disability, PFL, or workers' compensation benefits or the substitution of paid leave for unpaid leave time does not extend the maximum Family/Medical Leave period.

Medical Benefits

During an approved Family/Medical Leave, the Company will maintain a team member's group health benefits as if the team member had continued to be actively employed. If paid leave is substituted for unpaid Family/Medical Leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, you must pay your portion of the premium during the leave. Group health care coverage may cease for the remainder of the leave if the premium payment is more than 30 days late. If the Company pays the missed team member premium contributions, you will be required to reimburse the Company for the delinquent payments. If you do not return to work at the end of the leave period, you may be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during unpaid leave, unless you cannot return to work because of a serious health condition (or serious illness or injury of a covered service member) or other circumstances beyond your control.

Intermittent And Reduced Schedule Leave

Team member Medical, Family Care, and Military Caregiver Leaves may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours a team member works per workweek or workday) if medically necessary. You are required to make a reasonable effort to schedule medical treatment so as not to unduly disrupt Company operations, subject to the appropriate health care provider's approval. In addition, if you are taking intermittent or reduced schedule leave that is foreseeable based on planned medical treatment, the Company may temporarily transfer you to an available alternative position with equivalent pay and benefits, which better accommodates the recurring leave. Qualifying Exigency Leave also may be taken intermittently or on a reduced schedule. Birth/Placement Leave cannot be taken on a reduced leave

schedule without the Company's consent, and as discussed above, there also are restrictions on taking it intermittently.

Returning From Leave

Generally, upon return from Family/Medical Leave, you will be reinstated to the same position or to an equivalent position with equivalent pay, benefits, and other employment terms, subject to any applicable exceptions. In addition, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken the Family/Medical Leave.

As a condition of returning to work following team member Medical Leave, you will be required to provide a health care provider certification verifying your ability to return to work. Team members failing to provide a release to return to work when required to do so will not be permitted to resume work until it is provided.

Exemption For Highly Compensated Team Members

Highly compensated "key" employees (i.e., the highest paid 10% of team members employed within a 75-mile radius of a particular location) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial and grievous economic injury to the Company. Team members will be notified if they qualify as a "key" employee, if the Company intends to deny reinstatement, and of their rights in such instances.]

Legal Compliance

This policy will be interpreted and applied in accordance with applicable federal, state and local laws, and to the extent that this policy may conflict with those laws, they are controlling over this policy. Further, the Company retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

Additional Information

Additional information regarding the FMLA is contained in the Department of Labor (WH 1420) publication, available on the Company's web-based resources page or from Human Resources. Additional information about Family/Medical Leave, including forms, also is available from the Human Resources Department.

2. Leave of Absence - Jury Duty or Witness Duty

Team members, who receive a notice to report for jury duty, must notify their supervisor immediately and bring the jury summons or notification with them for verification.

Team members will be expected to report for work when not required to be in attendance by the court. Team members legally subpoenaed to appear for jury or as witnesses shall be granted time off without pay for such activity. Team members who are required to serve on a jury may also be eligible to utilize vacation benefits during the period of their leave.

Time off for exempt team members will be paid in those instances when the team member conducts work functions during the work day.

3. Bereavement Leave

In the event of the death of a current spouse, domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild or same relative of a full time team member's spouse or domestic partner, a team member may take up to three scheduled work days off with pay within the two weeks following the passing of the loved one. Bereavement leave requires the approval

of the Company. Your manager may approve additional unpaid time off as a personal leave of absence.

Retail Division team members other than store managers are not eligible for this leave. However, your manager may approve unpaid time off as a personal leave of absence.

Applicable to CALIFORNIA based team members only:

1. Leave of Absence – California Only Pregnancy Disability Leave

Under California law, if you are disabled from working due to pregnancy, childbirth or related medical conditions, you are eligible for an unpaid Pregnancy Disability Leave of Absence when disability is certified by a health care provider.

Amount of Leave

The maximum amount of leave which may be taken under this policy is four (4) months from the date of disability. Multiple disability leaves for the same pregnancy will be combined for purposes of calculating the four (4) months.

Right to Transfer or Accommodation

You may be entitled to transfer to a less strenuous or hazardous position, where such transfer is medically advisable because of pregnancy, childbirth, or a related medical condition and can be reasonably accommodated. You also may be entitled to reasonable accommodation for conditions related to pregnancy, childbirth or related medical conditions upon request. A request for reasonable accommodation or transfer must be supported by the written certification of your health care provider that such an accommodation or transfer is medically advisable.

Notice of Leave

If the need for a disability leave or transfer is foreseeable, then you must provide the Company 30 days' advance notice before the leave or transfer is to begin, if possible. In unexpected or unforeseeable situations, you should provide as much notice as is practicable under the circumstances. If you do not provide a reasonable excuse for delayed notice for a foreseeable leave, then the Company may delay the beginning date of the Pregnancy Disability Leave until compliance with these notice requirements has been met.

Medical Certification

A request for leave must be supported by a medical certification from your health care provider.

Leave Is Unpaid

Pregnancy Disability Leave generally is unpaid. You may elect to use any accrued vacation and sick leave during a Pregnancy Disability Leave. In addition, you may be eligible for state disability benefits during the leave. However, you generally may not receive more than an amount equal to 100% of her salary from a combination of paid time and state disability benefits. The substitution of paid leave time for unpaid leave time and/or the receipt of disability benefits does not extend the maximum four-month disability leave period.

Medical and Other Benefits

During an approved Pregnancy Disability Leave, the Company will maintain your group benefits under the same conditions as if you had continued to be actively employed.

Intermittent or Reduced Schedule Leave

When medically advisable, a Pregnancy Disability Leave may be taken intermittently or on a reduced leave schedule. If the intermittent or reduced leave schedule is foreseeable due to a planned medical treatment, you may be required to transfer temporarily to an alternative

position with equivalent pay and benefits that better accommodates the intermittent or reduced schedule leave.

Returning From Leave

Generally, upon return from an approved Pregnancy Disability Leave that does not exceed the maximum available leave, you will be reinstated to the same position or a comparable position, subject to any applicable exceptions. However, you have no greater rights to reinstatement or to other benefits and conditions of employment than if you had not taken the Pregnancy Disability Leave.

As a condition of returning from Pregnancy Disability Leave, you must provide the Company with a certification from your health care provider that you are able to resume work.

If you obtain a leave based on false representations regarding the need for a Pregnancy Disability Leave, then you will be considered to have voluntarily resigned.

Legal Compliance

This policy will be interpreted and applied in accordance with applicable federal, state and local laws, and to the extent that this policy may conflict with those laws, they are controlling over this policy. Further, the Company retains all available rights and defenses under applicable law, whether or not specifically set forth in this policy.

2. Civil Air Patrol Employment Protection Act

As required by California law, team members, who are volunteer members of the California Wing of the Civil Air Patrol and employed at least 90 days prior to the beginning of their leave, are provided up to 10 days of leave per year for responding to an “emergency operational mission.”

3. Organ and Bone Marrow Donor Leave

As required by California law, a team member will be granted a paid leave of absence of up to thirty (30) days in any one-year period to donate an organ to another person. The one-year period will be from the date the leave begins, not the calendar year. Bone marrow donors will be provided a paid leave of absence of up to five (5) business days on any one-year period, calculated from the date the leave begins.

Team members must provide the Company with written verification of the need for leave. The verification must state that the team member is an organ donor or bone marrow donor and that the donation is medically necessary. To be eligible for this leave, the team member must have completed their initial 90 days of employment prior to the leave of absence. Team members must use earned vacation or sick time of up to 5 days for bone marrow donation and up to two weeks of vacation or sick time for organ donor leave.

The Company will maintain benefits as though no break in service has occurred and team members on bone marrow or organ donor leave will be reinstated to their position prior to taking the leave.

4. Parental Leave for Children in School

The Company recognizes the value of parental involvement in children's education and other child-related activities. For this reason, the Company provides team members who are a parent, guardian, stepparent, foster parent, or grandparent of, or a person who stands in loco parentis to, one or more children of the age to attend kindergarten or grades 1 through grade 12, or a licensed child care provider, unpaid time off for the purpose of school visits and other child-

related activities set forth in this policy. Parental leave for school visits and other child-related activities allows team members to take off time from work to find, enroll, or reenroll their child in a school or with a licensed child care provider; to participate in activities of the school or licensed child care provider; and to address a child care provider or school emergency. Additionally, if a team member is a parent or guardian of a child who is suspended or expelled and is required to appear at the child's school, the team member may take time off without pay.

Team members may request up to 40 hours of unpaid parental leave for school visits or other child-related activities as defined herein within any calendar year. There is no set limit to the number of unpaid hours an eligible team member can take off work for required school conferences involving the possible suspension or expulsion of a child from school.

Any available paid leave other than sick leave (such as vacation) may be substituted for unpaid leave for school visits or other child-related activities.

Team members must provide their immediate supervisors reasonable advance notice of the need for leave, except for leave to address a child care provider or school emergency, in which case team members must provide their immediate supervisors with notice. Upon return from the leave, team members must provide documentation to the Human Resources Department from the school or licensed child care provider verifying the date and time of the participation. Contact the Human Resources Department for more information or questions about and requests for parental leave for school visits or other child-related activities. Only the first eligible team member to request leave under this policy is entitled to it when more than one team member is requesting time off for the same child's school visit or other child-related activities, as defined herein.

5. Family Military Leave

An eligible team member whose spouse is a military serviceman or servicewoman deployed during a period of military conflict may request up to ten (10) days of unpaid leave during the period the military spouse is on leave from deployment.

To be eligible for such leave, a team member must work an average of twenty (20) or more hours per week and the team member's spouse must be a qualified member of the United States Armed Forces, National Guard or Reserves deployed during a period of military conflict. The team member also must provide notice of intention to take family military leave within two (2) business days of receiving official notice that the team member's spouse will be on leave from deployment and documentation certifying that the team member's spouse will be on leave from deployment during the time the team member requests leave.

The leave is unpaid unless the team member elects to use any available accrued vacation time.

ADDITIONAL LEAVES OF ABSENCES

Additional leaves of absences may be available to team members dependent upon the laws governing a team member's specific location of employment and residence. Flyers Energy will abide by all formal Federal, State and local laws and regulations.

WORKERS' COMPENSATION

The Company is concerned about the safety and well-being of its team members. The Company provides a comprehensive workers' compensation insurance program in accordance with state law, which covers work-related injuries or illnesses. The Company pays the entire cost of all Workers' Compensation Insurance. Team members who sustain any work injuries or illnesses must inform their supervisor and Human Resources, immediately. It is extremely important that any injury occurring during or as a result of employment be reported immediately, regardless of how minor it may appear. Failure to timely report any accident, illness or injury may affect a team member's eligibility for any workers' compensation benefits to which he or she may be entitled. Team members who file fraudulent claims will be subject to termination.

The Company or its insurance carrier will not be liable for the payment of worker's compensation benefits for any injury which arises out of your voluntary participation in any off-duty, recreational, social or athletic activity which is not part of your work-related duties.

PARKING

Parking is provided to team members by the Company without charge. After completion of each shift, team members are asked to promptly remove their vehicles - no loitering or drinking of any beverages in vehicles will be permitted. Overnight parking is not allowed unless previously approved. Please drive carefully and remember that the maximum speed limit in Company provided parking areas is no more than 10 MPH at all times.

The Company is not responsible for any loss, theft or damage that may occur to team member's vehicles.

Team member parking privileges may not be used for the purpose of conducting any business unrelated to their scope of responsibility with Flyers Energy.

ATTENDANCE AND HOURS OF WORK

ATTENDANCE AND PUNCTUALITY

The efficient achievement of work schedules requires regular attendance and punctuality on the part of everyone. Therefore, good attendance is an essential element in job performance and is one important factor in considering merit pay increases or transfers. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent.

Absences for authorized vacations; jury duty, pregnancy disability, work-related illness or injury, authorized school activities, duty in the U.S. Armed Forces or other legally-protected absences will not be counted against a team member nor considered for purposes of determining whether a team member's absences/tardiness are excessive.

Subject to legally-protected exceptions, an absence occurs whenever a team member is not in a designated work area or performing assigned work as required by a supervisor because of a failure to: report for work as scheduled; begin or end a meal period on time; and/or has left the Company's premises or work site prior to the end of a work shift. Such absences include lost time (partial or full day) due to personal reasons, or other reasons for which the Company is not responsible. Team members who accumulate three (3) or more unprotected absences in any 30 calendar-day-period however, are considered to have an unsatisfactory attendance record, and can expect to receive discipline up to and including termination of employment for such attendance infractions.

Team members who know in advance they will be absent or late are required to make the necessary arrangements with their supervisor. If prior arrangements have not been made, team members must discuss an absence or inability to be at work on time directly with their supervisor no later than three (3) hours before their scheduled starting time on each day all such situations occur. Exceptions to this policy will be made in accordance with applicable law. Exempt classified supervisors may be contacted at any time on any day. A team member who reports to a non-exempt supervisor must utilize the chain of command until a supervisor with authority to approve the absence is reached. Any team member who speaks to anyone other than a supervisor with authority to approve absences may not meet the reporting requirements. Team members who are absent due to an emergency situation or for a legally-protected reason must comply with the reporting requirements outlined in the Emergency Absences section below or the reporting requirements for the type of protected absence.

Subject to legally-protected exceptions, team members who are absent for three (3) or more consecutive workdays without direct notification to their supervisor of the reasons for or the anticipated length of an absence may be considered to have voluntarily resigned from employment without notice.

A physician's statement may be required, at the Company's discretion, for any absence longer than three days due to illness or injury. Evidence to confirm the reasons for all other types of absences may also be required in accordance with applicable law. Further, when permitted by law, the Company may request an evaluation of a team member's medical condition from its appointed physician at Company expense. Alternatively or in addition, when permitted by law, the Company may require a physician's verification that assures team members are capable of safely resuming their job responsibilities before being permitted to return to work. Any falsification or other violation of an attendance obligation is strictly prohibited.

Team members are expected to report to work as scheduled, on time and be prepared to start work. Team members also are expected to remain at work for their full work schedule except when authorized to leave on Company business. Unprotected late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

Truck and Trailer Drivers and Bobtail Drivers are expected to notify dispatch of any work absence and when you will be returning to work. Failure to notify dispatch may result in your shift being covered by other team members.

Excessive unprotected absenteeism or tardiness will not be tolerated. Excessive absenteeism will be determined according to the circumstances involved in each instance. Continuing patterns of unprotected absence or tardiness, regardless of the number of days, is strictly prohibited.

EMERGENCY ABSENCES

In the event a team member is absent due to an emergency situation, such as sudden illness or hospitalization, his/her supervisor must be notified either by the team member or by the individual designated by the team member as his/her emergency contact. This notification must be made as soon as practicable after the emergency has occurred.

Team members or individuals designated by team members as their emergency contact who speak to anyone other than the team member's supervisor or designee and/or who leave telephone messages with or for anyone else may not meet the Company's reporting requirements.

JOB DUTIES

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your store/department or the Company. Your cooperation and assistance in performing such additional work is expected.

The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, change status from full-time to part-time or assign additional job responsibilities.

WORK SCHEDULES

Your supervisor will assign your individual work schedule. All team members are expected to be at their location at the start of their scheduled shifts, ready to perform their work and actively clocking in or initiating the start of their shift. Exchanging work schedules with other team members is not permitted. However, if it is necessary to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for mere convenience or if the exchange will result in disruption of or interference with normal operations or will result in overtime. Your normal work day and work week will be determined by the operational and scheduling needs of your department. Schedule changes will be announced as far in advance as possible. Your supervisor will inform you of your schedule of hours of work as well as your meal and break periods. Meal and break periods must be taken when assigned and may not be substituted for time off at the beginning or end of a workday. Supervisors at any time may, as required by business operations, adjust work

schedules for definite or indefinite periods of time so as to increase, decrease or otherwise change any non-exempt team member's daily, weekly and/or shift hours of work and/or the days a team member will report for work. Supervisors will attempt to provide as much advance notification as possible of work schedule changes to affected team members.

You are expected to be at your workstation at the start of your shift. It is important that you record your time or clock in not earlier than five (5) minutes before the start of your shift and not later than five (5) minutes after the end of your shift, unless you are specifically authorized to work overtime. Team members who leave work before the end of their scheduled work shift must obtain prior approval from their supervisor and record their departure on their time card.

REST PERIODS

Team members are authorized and permitted to take one 10-minute paid rest break for every four hours worked or major portion thereof. Rest breaks should be taken as close to the middle of each four-hour work period as practicable. Team members working fewer than 3-1/2 hours in a day are not entitled to a rest break. If you work between 3-1/2 and six hours in a workday, then you are authorized and permitted to take one paid rest break each day. If you work more than six hours in a day, then you are authorized and permitted to take two paid rest breaks each day. If you work more than 10 hours in a day, then you are authorized and permitted to take an additional rest break. The Company encourages team members to take all authorized rest breaks each workday.

Rest periods may not be disregarded nor may they be combined with a meal period, another rest period or used for early departure. Team members are not permitted to leave the Company's premises during rest periods without prior management authorization. It is the Team member's responsibility to ensure that they adhere to rest break schedules as assigned by their supervisor and to coordinate with their supervisor to ensure that all applicable rest breaks are taken.

If you are not provided with a rest period as specified in this policy, or anyone directs or encourages you to skip your rest periods, you must contact the Human Resources Department immediately. You may do so without fear of retaliation, which Company policy prohibits.

MEAL PERIODS

When you work a shift of more than five hours, the Company provides you with a 30-minute, off duty unpaid and uninterrupted meal period by the end of the fifth hour of work, unless you work 6 hours or less in a workday and you and the Company agree to voluntarily waive the meal period. You should begin your meal period by no later than the end of your fifth hour of work. You are relieved of all of your work duties during your meal period, and you are free to use your meal period time for whatever purpose you desire.

When you work a shift of more than 10 hours, the Company provides you with a second 30-minute off-duty, unpaid and uninterrupted meal period by the end of the tenth hour of work. However, if you work more than 10 hours in a day, but not more than 12 hours, then you and the Company can agree to waive your second meal period.

Each non-exempt team member is required to record accurately the time they begin and end each meal period. Non-exempt team members must not perform any work "off the clock" during meal periods. Any time spent performing work during a meal period must be reflected on the team member's time record. Team members are permitted to leave the Company's premises for

meal periods without prior management authorization. Meals should be eaten in designated areas.

Dependent upon the specific circumstances of a team member's position and scope of responsibility, he or she may be offered the option to utilize an on-the-job meal agreement with the Company. This means that the team member may be required to stay on-site, within calling distance during the meal period. If their services are required, they will return to their duties and continue their meal period as soon as the level of business makes it possible. Team members in this situation will be paid during their meal period. Team members may revoke their on-the-job meal agreement with proper notification to their supervisor. Any team member who elects to revoke their on-the-job meal agreement will be considered to have altered his or her availability to being limited to only shifts that can be worked without an on-the-job meal agreement. If no position or shifts are available to accommodate the team member's revised schedule of availability, that team member's employment may be terminated.

Eating and/or drinking are not allowed at any time at any guest reception area or around Company operated electronic equipment.

If you are not provided with a meal period as specified in this policy, or anyone directs or encourages you to skip your meal periods, you must contact the Human Resources Department immediately. You may do so without fear of retaliation, which Company policy prohibits.

TIME CARDS OR TIME SHEETS

Accurately recording time worked is the responsibility of every non-exempt team member. Time worked is all the time actually spent on the job performing assigned duties. Time cards or time sheets provide a convenient and acceptable method of recording hours of work. At Flyers Energy, all non-exempt team members are required by the Company to record the time they: begin a shift; begin and end a meal period; when leaving the premises for reasons other than the performance of their duties; and leave at the end of a work shift for each day worked.

Never record time with anyone else's name nor let anyone else record your time on time cards or time sheets. Violations of either of these practices may be cause for immediate termination of employment. If you fail to record your time for any reason or experience time recording problems, see your supervisor immediately for assistance. In the event of any mistakes or improper recording of time, immediately notify your supervisor, who will correct the error.

Time cards are official Company documents and may not be altered in any way for any reason. Falsifying or altering time records, clocking in or out for anyone other than yourself, recording on your time card hours not worked, working hours not recorded on your time sheet (i.e., working "off the clock"), failure to record the time that a shift or meal period begins, and ends is strictly prohibited.

Truck and Trailer Drivers and Bobtail Drivers:

Each team member's clock-in and clock-out time card entries must coincide with the Driver's Daily Log duty status changes at the beginning and end of each shift. There may not be more than an seven (7) minute difference between the duty status changes on the Log and the time card entries.

Drivers who leave work for any reason must notify dispatch or their immediate supervisor, subject to legally-protected exceptions.

WORK DAY, WORK WEEK AND PAYDAYS

Flyers Energy's workday is 12:00am through 11:59pm of that day. Flyers Energy's work-week is from Friday at 12:00am through Thursday at 11:59pm. All hours worked are recorded to the workday and pay period on which they work worked.

Team members are expected to be on duty during the hours and days assigned. Team members should report to work promptly at their assigned starting times in order to be ready for duty at the beginning of their shift, unless they have been authorized to report earlier. The Company maintains the responsibility of assigning or changing individual work schedules to meet the needs of each department.

Paydays at Flyers Energy occur on a bi-weekly basis and paychecks are issued every other Thursday. There are twenty-six (26) pay periods per year. Your pay will include all earnings due for time worked during the prior biweekly pay period. Paychecks will be made available to team members by 5:00pm on payday at their assigned work location. If the team member does not have a regularly assigned work location or wishes to receive their check by mail (for eligible team members only), their paycheck will be postmarked no later than the regularly scheduled payday. If a payday falls on a holiday, paychecks will normally be issued on the last workday before the payday. Team members who have elected direct deposit of their paychecks will receive their pay in accordance with this schedule. Pay statements for direct deposit will be issued or mailed each pay period.

Your paycheck will provide a check stub that itemizes the various deductions required by law or authorized in writing by you. Pay statements for direct deposit will be issued or mailed each pay period. You should keep these statements for your personal records. If an error should ever occur on your paycheck, report it at once to your supervisor so that action may be taken for review and adjustment.

Paychecks will be presented only to the named team members. Requests for special handling of your check in certain cases must be arranged in advance through your supervisor or the Human Resources department, and checks will be issued only with proper, authorized identification. In the event of any irregularity, the paycheck will be retained by the Human Resources Department for issuance directly to the team member at a later time.

PAY DIFFERENTIALS

All applicable pay differentials mandated by local, State and Federal law will be assessed appropriately per pay period.

OVERTIME

Overtime work, which may also include weekends and holidays, may occur periodically during peak periods or whenever a volume of work makes it necessary to extend work schedules. Whenever this happens, you may be required to work on an overtime basis in assisting your store/department to meet these critical work schedules. Your supervisor, however, will attempt to inform you of the need for overtime at the earliest possible opportunity, to permit you to make personal plans for your off-duty hours. All overtime for non-exempt team members requires the prior approval of their supervisor or department head.

Non-exempt team members who refuse to work overtime without a compelling, verifiable reason are not fulfilling the requirements of their position. Refusal to work overtime may result in disciplinary action, up to and including termination of employment.

OVERTIME PAY

In accordance with applicable State, Federal and regulatory requirements, eligible non-exempt team members are paid at the rate of one-and-one-half (1-1/2) times their regular rate for all hours worked in excess of 40 hours in any workweek. Paid holidays, sick and vacation days are not considered time worked for the purpose of computing overtime pay.

California-based Non-Exempt Administrative team members earn overtime in the following situations: 1) all hours worked in excess of 8 hours worked in one workday, and 2) the first 8 hours on a seventh consecutive workday in a single workweek. Hours worked in excess of 12 hours in one workday or in excess of 8 hours on a seventh workday in a single workweek are paid at the rate of two (2) times the regular rate.

California-based Non-Exempt commercial operators driving vehicles with a gross vehicle weight in excess of 26,000 pounds are exempt from California overtime requirements pursuant to IWC Wage Order 9-2001, subd.3(l). Accordingly, Bobtail Drivers and Truck and Trailer Drivers are paid overtime for all hours in excess of 40 in a workweek pursuant to the federal Fair Labor Standards Act, Title 49, §§395.1-395.13. In some circumstances, depending on routes and loads, the federal Motor Carrier Exemption applies, and the company does not pay overtime compensation. Please consult Human Resources Department with any questions or concerns.

GARNISHMENTS AND ATTACHMENTS

The Company will not normally help creditors in the collection of personal debts from its team members. However, under certain legal procedures known as garnishments, wage attachments, levies, etc., the Company may be compelled by law to withhold a specified amount of your earnings.

If the Company is required to withhold earnings and submit such withholdings to a governmental or regulatory agency, a processing fee will be assessed in accordance with applicable state laws.

PAY ADVANCES

The Company does not, as a practice, provide loans or pay advances to team members at any time. In accordance with the Vacation policy outlined in this handbook, Flyers Energy does not allow team members to receive pay advances in lieu of earned or accrued Vacation benefits. Any exceptions to this policy must be approved by the CEO.

TEAM MEMBER RELATIONS

OPEN DOOR POLICY

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. Your good faith complaints, questions and suggestions are also of concern to the Company. We ask that you first take your concerns to your supervisor, but also welcome your raising concerns to Human Resources as well.

This policy, which we believe is important for both you and the Company, cannot result in every problem being resolved to your satisfaction. However, the Company values your input and you should feel free to raise issues of concern, in good faith, without fear of retaliation.

CONDUCT GUIDELINES FOR ALL TEAM MEMBERS

The orderly and efficient operation of our Company requires that team members maintain proper standards of conduct at all times. It is our belief that effective team member relations require the primary purpose of discipline to be corrective rather than punitive.

To that end, the Company sets forth its established rules, which, together with the observance of all other proper standards of conduct, team members are, expected to observe.

1. Team members are expected to be at their work area, ready to begin work at the established starting time and are expected to remain at these positions and perform their work assignments, except for designated rest and meal periods, until the end of the work shift. Where operations are continuous, team members shall not leave their work area without their supervisor's authorization and proper relief, subject to legally protected exceptions.
2. Team members shall properly utilize Company equipment and property as provided and directed by the Company.
3. Team members must immediately report any injuries or accidents to the nearest supervisor.
4. Team member productivity and workmanship shall be up to standard.
5. Team members must perform all assigned duties and fulfill their responsibilities to the Company.
6. Team members must be available for work as scheduled or requested.
7. Team members shall be responsible for all Company property that has been placed in their custody.

PROHIBITED CONDUCT:

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The performance standards listed below, and others which may be established from time to time obviously are not all-inclusive, but merely indicate some of the types of actions that are unacceptable in the workplace. By providing these examples, the Company in no way restricts its legal discretion to discipline team members or terminate the employment

relationship at will. Unacceptable conduct not specifically listed may, nonetheless, result in disciplinary action, up to and including discharge. If you need clarification of a specific issue related to these standards, you should seek clarification from your supervisor or the Human Resources department.

1. Failing to take meal or rest periods as directed or instructed.
2. Leaving your department or the Company premises before the end of the shift without the authorization of your supervisor, or otherwise leaving any assigned work location unattended, subject to legally-protected exceptions.
3. Working off the clock, working during an off-duty meal period, or failure to follow posted work schedules.
4. Unauthorized entry of Company premises or remaining on the premises while not on duty or not scheduled for work.
5. Permitting unauthorized persons in areas where they are not permitted to be without direct supervision or prior approval from your supervisor.
6. Failure to properly notify your supervisor in accordance with the Attendance, Sick Leave or other time off-related policies.
7. Unless the absence or tardy is protected by law, being late to work or absent excessively or without authorization or reporting. Note: Any team member who is absent for three (3) or more consecutive days without notifying the Company may automatically have their employment terminated as a voluntary resignation due to job abandonment, subject to legally-protected exceptions.
8. Failing to properly record your own time or attempting to alter or falsify time records.
9. Falsifying Company forms, reports, records, including personal absence, illness, time-cards or other tracking documents.
10. Removing, without authority, property, records, copies of records or materials belonging to the Company or other team members.
11. Unauthorized use of Company computer/electronic equipment or telephones for personal use, personal gain or personal equipment.
12. Defacing, damaging, destroying, writing or painting upon or abusing Company property, tools, equipment or the property of another in a like manner.
13. Conducting personal business on Company premises and/or during working hours.
14. Use of Flyers Energy equipment without permission or authorization.
15. Violation of the Solicitation/Distribution policies.

16. Failure to comply with any Company or Departmental policy or Standard Operating Procedure outlined in any team member manual, training material or documents available to team members via web-based resources or print format.
17. Failure to comply with any Company or Departmental policy or Standard Operating Procedure or expectation that has been expressly communicated.
18. Violation of cash or credit card procedures, including but not limited to: a) theft or misuse of Company funds, products or assets, b) failure to responsibly manage cash funds, c) inaccurate processing of cash or credit transactions, d) inaccurate processing of coupon or team member discounts, and e) unapproved distribution of pre-paid card purchases information or other transaction-specific information.
19. Violating safety, hygiene or health rules or engaging in conduct, which creates a safety, hygiene or health hazard, or violation of any rule or policy outlined in the Company's Illness and Injury Prevention Program (IIPP).
20. Allowing or causing any individual not employed by the Company to fulfill team member responsibilities or job duties.
21. Bringing firearms or weapons of any kind and/or intoxicating or narcotic substances onto Company premises or being in possession of such materials while on Company premises.
22. Being on the job while possessing, purchasing, distributing or under the influence of alcohol, drugs or intoxicants of any type.
23. Engaging in unlawful conduct off the Company premises or during non-working hours, which affects a team member's ability to attend scheduled shifts, or his/her relationship to the job, fellow team members, or supervisors.
24. Violation of Company's Sexual Harassment policy.
25. Engaging in retaliatory conduct, which may in any way discourage or prevent a current or former team member from reporting a complaint.
26. Insubordination or refusing to follow the lawful instructions of a supervisor.
27. Sleeping on the job or malingering while on duty.
28. Abuse or neglect of any duties towards guests including abusive language, or threatening behavior.
29. Using abusive or threatening language or making offensive or threatening gestures in front of or toward a guest or other team member, whether provoked or not.
30. Fighting, challenging someone to fight, provoking a fight, engaging in assault or battery as defined by State law.
31. Engaging in horseplay.

32. Falsely stating or making claims of injury.
33. Purposeful libel, slander or any defamatory statements or representations regarding the Company, management or team members of the Company and/or its products and services.
34. Gambling, including but not limited lotto or lottery, betting or games of chance for rewards of monetary value.
35. Obtaining, retaining, and/or distributing without permission or authorization, confidential information belonging to the Company, pertaining to business operations, guests, vendors or team members.

Please remember that employment with the Company is at the mutual consent of the Company and the team member, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice. Nothing in this policy should be construed to limit team member's rights to discuss their wages, hours or working conditions, or otherwise engage in protected concerted activity under Section 7 of the National Labor Relations Act. Any question regarding these and other rules should be discussed with your appropriate supervisor or with Human Resources.

COMPANY AND PERSONAL PROPERTY

Team members are not permitted to use Flyers Energy equipment for personal or home use unless specifically requested or authorized to do so by their supervisor. In the event that you expect or have to remove *any* material or property from the Company premises, you must request and obtain authorization from your supervisor. In the event that you do not have such authorization, you must be willing to reveal the contents of parcels, lunch boxes, purses, tool boxes, clothing or other personal items, immediately upon the request of any supervisor or department head, as a condition of employment.

You are requested not to bring or carry personal valuables or large sums of money to work. The Company cannot and will not assume responsibility for loss of team member's money or personal property.

Additionally, for the protection of the Company and its personnel, team members should be aware that Company property remains within the Company's control at all times and may be searched for any reason with or without a team member's presence, consent or knowledge. Such property will include lockers, desks, E-Mail, telephone voice mail, Company-provided cell-phones, computers and computer data, Internet files, Company vehicles and other Company property. Furthermore, if a supervisor has a reasonable suspicion that a team member has in his or her possession unlawful drugs, alcohol, objects associated with ingestion of illegal substances, contraband, property of questionable or unauthorized possession, weapons, explosives or any items which in the judgment of a supervisor or manager may constitute a threat or possible damage to persons or property, the supervisor may subject the team member to a search of his or her clothing and/or possessions, including a team member's automobile when parked on Company property.

ELECTRONIC MAIL AND COMPUTER FILES

Electronic mail (E-Mail) and other computer system capabilities have been or may be made available to various positions throughout the Company in order to enhance productivity and

provide more efficient guest services. These capabilities are restricted and are to be used exclusively for business purposes. Accordingly, team members may access only those computer files and programs the Company has previously authorized for use.

Use of any of the Company's computer capabilities to represent personal opinions ("blogs") as those of the Company or, during working time, for personal reasons, solicitations, commercial or competitive purposes that might benefit any individual or organization other than the Company, or that might create an infringement upon the patents, copyrights, licenses and proprietary, confidential or trade secret information of others is prohibited. Additionally, no one may use screen savers, download or disseminate materials or transmit or receive electronic messages that are sexual in nature or that contain objectionable, discriminatory or offensive comments in voice or E-mail messages. Unauthorized review, revision or creation of computer files or programs, reproduction or use of the Company's computer files, damage to or interference with its computer systems and removal of Company computer files and programs or use of information contained in any of the Company's computer systems without explicit authorization is also prohibited. Any team member misusing the Internet, voicemail, E-Mail or any of the Company's computer systems will be subject to revocation of access privileges and discipline up to and including termination of employment. The use of instant messages ("IM's") without prior and specific management authorization is prohibited. Additionally, the Company may refer violations of this policy to law enforcement authorities for further action.

The Company and its representatives reserve the right to enforce this policy by auditing, monitoring and using other assessment practices to gain access to any information stored in, transmitted or received by any of its computer systems and other communications devices either with or without the knowledge or consent of team members. Accordingly, no team member should expect his or her voicemail, E-Mail or computer systems communications, information or usage to be confidential or private.

DRESS CODE

Team members consistently contribute to our culture and reputation in the way they present themselves on a daily basis. Maintaining a professional image is essential for us to create value for our guests, visitors and vendors through an extremely high level of guest service. No one has a second chance at a first impression. Good grooming and appropriate dress reflect a sense of pride and inspire confidence on the part of our guests. Team members are expected to consistently utilize good judgment in determining their appearance on a daily basis and are expected to check with their supervisor if they are unsure about their attire.

The clothing policy may be altered due to a team member's job duties requiring special clothing. Management may make exceptions to the Dress Code for special occasions. Team members who do not meet a professional standard appropriate for their position may be sent home to change and non-exempt team members will not be paid for that time off. Reasonable accommodations will be made in accordance with applicable law for qualified individuals with disabilities and religious dress and grooming practices. Managers will exercise good discretion to determine appropriateness in appearance.

Team members are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Specific standards include:

Administrative Office Standards:

Administrative offices regularly maintain a standard that is business casual. A reasonable standard of dress rules out:

- Tank tops, halter-tops, bare midriff tops, tee shirts, spaghetti strap tops, or shirts with inappropriate slogans
- Men's shirts without collars
- Dresses and skirts shorter than mid-thigh, shorts or skorts
 - Leggings are permitted, but must: A) Be accompanied by a top, dress or skirt that is fingertip length or longer, and B) Not be see-through.
- Sweatpants, sweatshirts or yoga pants
- Tennis shoes, Birkenstock style shoes, or Flip flop type shoes (defined as any flat style sandals that do not have a strap around the heel)
- Any clothing with holes or tears
- Hats or caps
- Any extreme style or article of clothing or accessory
- Jeans (permitted for Casual Fridays as outlined below only)

Unless otherwise directed by management, Administrative team members may participate in Casual Fridays. The following allowances are permitted on Casual Fridays:

- Jeans without holes, frays, tears or excessive fade or multi color.
- Athletic and Birkenstock style shoes *Flip flop style shoes are prohibited at all times.

Aside from these two allowances, all other business casual dress standards outlined above must be adhered to.

Tanker/Boat Driver Standards:

- Company logo work shirts, jeans or slacks, non-skid shoes or boots. Shirts must be tucked in at all times when on duty.
- Steel-toed boots must be worn when required by Company or guest policy. Open toed footwear or athletic shoes are not allowed.
- A plain white or black long sleeve shirt or sweater may be worn under the uniform shirt
- Transportation Management must approve hats and jackets.
- Clean, hemmed, professional looking shorts are allowed. Shorts are to be $\frac{3}{4}$ length to the knee, but no longer than the knee. Drivers wearing shorts must carry a pair of long pants with them at all times in case they are required to load at a Rack requiring such clothing.

TEAM MEMBER MEETINGS

Attendance at scheduled team members meetings is considered part of a team member's responsibilities. When scheduled, the meetings are held for the benefit of the team member, as well as the benefit of the entire Company. Team members are expected to attend on time, and participate. Team members who are unable to be present are expected to notify their Supervisor in advance. Team members are required to attend all scheduled shifts, including scheduled meetings, in compliance with the dress code. Team members will be paid for meeting attendance in accordance with applicable law.

BULLETIN BOARDS

Bulletin boards are used by the Company to display required documents and enable Flyers Energy to provide team members with information about job opportunities, changes in the Company, or information of general interest.

Posting of any notice or document by team members is not permitted on bulletin boards or anywhere else on the Company's premises.

SOLICITATION AND DISTRIBUTION OF LITERATURE

In order to avoid disruption of Company operations, the following rules apply to solicitations and distribution of literature on Company property:

Solicitation by Outsiders

Persons who are not employed by the Company may not loiter, solicit or distribute literature on Company property at any time for any purpose.

Solicitation by Team Members

You may not solicit your co-workers or distribute literature for any purpose during working time. Working time includes the working time of the co-worker doing the soliciting or distributing and the co-worker to whom the soliciting or distributing is being directed, but does not include meal periods, scheduled breaks, times before or after a shift, sending of email while not on duty, or other times when co-workers are properly not performing their job duties. Distribution of hard copy literature in work areas is prohibited at all times.

NEWS AND MEDIA COMMUNICATIONS

No team member may provide information to any news or media outlet while on duty without prior written consent or authorization from the CEO. It is strictly prohibited to provide proprietary, confidential or sensitive information to the public at any time, either while on duty or off duty. If any Team member is approached by a member of the press and asked to make a statement on behalf of Flyers Energy regarding any topic, he/she is to reply simply with, "No comment", and report the incident to his/her supervisor.

VISITORS

Visits of a personal nature by former team members, off duty team members, family members, relatives or friends are not permitted unless previous arrangements have been made through your supervisor. Off-duty team members may not return to the Company during their non-working time to visit with on-duty team members, except for commuting, transportation or previously authorized arrangements.

Personal visitors are not permitted on Company premises, or in any vehicle being used for Company business at any time, without the specific authorization of your supervisor.

SMOKING

Smoking is prohibited in all enclosed work locations and in all Company vehicles. Smoking is permitted only in designated outside areas only during regularly scheduled rest and meal periods. Smoking is prohibited at all Flyers operated administrative locations.

Smoking within 25 feet of a tanker or bobtail truck, gas dispensers or underground tanks is prohibited. Smoking is not allowed at the Terminal locations, any location where transport vehicles are parked, or at any location when transports are loading or unloading.

COUNSELING AND DISCIPLINE

Team members should understand that discipline is directed at the specific act, not the individual. When a team member's work performance or behavior falls below Company standards, Flyers Energy may take corrective action to address the issue as it deems appropriate under the circumstances. Corrective action may include, but is not limited to, verbal counseling, written warnings, suspension, or termination of employment with or without prior notice, depending on the situation. Management retains the right apply whatever corrective action procedure it deems appropriate under the circumstances, including immediate termination.

In conjunction with the At-Will Employment section of this handbook, violation of any policies, procedures, or expectations outlined in this handbook or any other Company guidelines, may result in disciplinary action as outlined in this section. While the Company has made a sincere effort to outline specific expectations and prohibited conduct in this handbook and in other published materials, we recognize that our efforts cannot be fully comprehensive. As a result, the Company reserves the right to proceed with disciplinary actions in response to behaviors or situations that may not be formally stated.

PERSONNEL RECORDS

Upon 30 days written notice, a team member or his/her designated representative may review his/her personnel file in the presence of a Company representative at a mutually convenient time. You will also be given a copy of your personnel file upon written request, subject to limitations allowable by law, provided you reimburse the Company for the cost of copying. You may add your version of any disputed item to the file.

Personnel files are the property of the Company and may not be removed from the Company's premises without written authorization from the Human Resources Department. Your record of employment and your personnel file are maintained and updated by the Company. Information in a team member's file is confidential and will not be released to anyone outside the Company except: (1) when authorized by the team member in writing, (2) in a legal proceeding in which the team member and the Company are parties, or (3) as otherwise permitted or required by law.

PERSONAL INFORMATION

Occasionally, there may be some changes in such personal information as your name, address, telephone number, marital status, number of dependents, insurance beneficiaries, names of persons to be notified in case of emergency, etc. Since these changes have some bearing on your benefit programs, social security, state or federal taxes or Company records, it is very important to keep this information accurate and up-to-date on your personnel records by immediately notifying your supervisor in writing of any changes that occur.

Flyers Energy relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EMPLOYMENT VERIFICATION REQUESTS

The Company does not provide recommendations for employment or letters of reference for anyone. Comments to persons outside of the Company regarding a team member's performance are also prohibited.

All employment verification requests, either verbal or written, must be forwarded to Human Resources. All responses by Human Resources to such requests will be restricted to dates of employment and the last or current job title held by a team member. Human Resources will also release salary information provided a signed authorization is received.

SAFETY AND HEALTH

INJURY AND ILLNESS PREVENTION

Team member safety is a major concern. The Company strongly believes that a clean, safe and healthy environment should be provided for all team members. Reasonable precautions are taken to provide team members with a safe place to work. Injury prevention, however, is largely an individual responsibility, and all team members are expected to consistently do their part to work safely.

Those with responsibility for overseeing and implementing injury and illness prevention at our Company realize this is an important aspect of their managerial responsibility. The Company is committed to helping all team members understand the high priority placed on maintaining a safe and healthy working environment.

Training is a very important element of this program. This aspect of the safety program brings new ideas into the workplace or re-establishes existing ideas and safe practices and puts the other elements of our total safety program into action.

The Company is committed to safety training for its management and team members. The goal is to have an in-house training capability so training specific to the needs of our particular work place and team members can be provided. In the event in-house training capabilities for a particular need are unavailable, the Company will consult with outside professionals.

The Company wishes to have team members aware of the Company's safety objectives that apply to their job. Each team member is also expected to know and understand the following:

- No team member is expected to undertake a job until he or she has received instructions on how to do it safely and has been authorized to perform the job.
- No team member should undertake a job that appears to be unsafe or use chemicals without understanding their toxic properties.
- Mechanical safeguards must be in place and kept in place unless being repaired by authorized personnel.
- Team members are expected to report immediately to their supervisor any unsafe conditions encountered during work.
- Any injury or illness suffered by team members, no matter how slight, must be reported to their supervisor at once.

Certain rule violations are so serious that they could result in termination of employment. However, the Company may elect to utilize forms of corrective discipline that are less severe than termination of employment in certain cases. Examples of less severe forms of discipline include corrective disciplinary warnings and final disciplinary warnings. This policy is not intended to punish team members. One of its purposes is to help maintain a safe workplace for everyone.

As set forth above, all team members have the responsibility to immediately report the existence of any hazardous condition or practice to their supervisor or any other supervisor. This is a responsibility, which cannot be delegated; it belongs to every team member. The Company will

not knowingly permit retaliation against team members because they report the existence of a hazardous condition or practice, or because they have participated in a safety investigation. All team members are also required to read and comply with the Company's Illness and Injury Prevention Program, a copy of which may be obtained from their supervisor. We pride ourselves on safety. The Company's goal is to have no work-related injuries or illness.

SECURITY

Flyers Energy is firmly committed to providing a workplace that is free from acts or threats of violence. Although some kinds of violence result from societal problems that are beyond the Company's control, Flyers Energy believes that measures can be adopted to increase protection for team members and to provide a secure workplace. Accordingly, the Company has established a strict policy that prohibits any team member from threatening or committing any act of violence in the workplace, at other work sites, or while on Company-related business. This policy applies to all team members. Compliance with the Company's commitment to a "zero tolerance" policy as regards workplace violence is every team member's responsibility.

Every team member is expected to cooperate in helping to keep the Company and all other team members free from problems that are associated with activities that appear to be illegal, unauthorized or potentially violent which may take place on Company property, or while driving a vehicle on Company business at any time. Accordingly, team members must immediately report to their supervisor the existence of any such activities that they may become aware of during the course of their employment. The Company forbids retaliation against anyone because they have reported concerns about, or participated in the investigation of, workplace security.

Team members who observe someone not employed by the Company in any work area who is unescorted by a team member must immediately and politely escort such persons to a supervisor who will escort the person or persons to the team members they wish or need to see. However, situations involving persons who are confrontational or act in a hostile manner should be immediately reported to the nearest available management representative for assistance and resolution of the situation. All visitors must be escorted subject to supervisory approval.

All team members are required to know the location of all emergency exits in their work area. Team members are expected to ask their supervisor to confirm the location of, and the routes to all emergency exits any time they are unsure about their location. Team members are also expected to review and remain familiar with the Company's Emergency Plan, and to clarify any unclear aspect of the Emergency Plan with their supervisor.

Although the Company's management conducts periodic inspections to identify and correct potential security hazards to help prevent workplace violence, make the workplace unattractive to criminals and limit access to work areas, everyone is encouraged to make their supervisor aware of such hazards and recommend corrective actions that have a reasonable probability of reducing the possibility of such violence.

OSHA AND EPA COMPLIANCE

The Company will attempt to comply with all Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) requirements. The Company will also cooperate with all reasonable OSHA or EPA inspections and compliance reviews. The Company's Safety Coordinator will be present at all such inspections or reviews, along with other appropriate management personnel.

INTOXICATING SUBSTANCES

Because of the serious problems, risks and liabilities resulting from intoxication due to drugs, alcohol or other substances, we feel that it is important for all team members to be aware and informed of our policy on this subject:

"Manufacturing, bringing, selling, dispensing, distributing, possessing, consuming or using intoxicating liquors, controlled substances, narcotic drugs, intoxicants or chemicals on Company premises or vehicles; or reporting to work or being on the job while under the influence of alcohol, drugs or intoxicants of any type is absolutely and strictly prohibited."

We have and intend to continuously and strongly enforce this policy at all times. Team members who are found to have violated this policy will be subject to disciplinary action up to and including termination of employment. Furthermore, when and where appropriate, the Company may also involve appropriate law enforcement authorities in the investigation, enforcement and prosecution of possible violations of law in this matter.

We will attempt to protect team members against arbitrary actions in the enforcement of the above policy. In order to administer this policy fairly and objectively, team members who are suspected of intoxication for any reason while on duty or prior to going on duty may be subject to a medical examination and/or alcohol/drug screening tests, when in the judgment of management, such action is warranted. Drug screening may also occur as part of a pre-employment examination, in cases of lost-time, work-related injuries or accidents and for special post-rehabilitation programs, when permitted by law. Such examinations and/or tests, when requested, will be a condition of employment. The Company will pay drug-screening expenses.

Additionally, and for the protection of the Company, its team members and clients and all team members should be aware of the fact that many proprietary, over-the-counter or prescription drugs may cause sleep-inducing, tranquilizing or narcotic effects; therefore, team members who take or anticipate taking any such drugs or substances while on duty **must** notify their supervisor before doing so. Failure to do so may be cause for disciplinary action.

This policy applies to Company sponsored events, except that alcohol may be served and consumed by individuals 21 years of age and older if a specific exemption has been approved by the CEO. If such an exemption is approved, it is highly encouraged that no team member permits himself/herself or his/her guest to drink alcohol to excess.

This is a matter of major importance to each and everyone of us and for this reason, your fullest compliance and cooperation is required.

DRUG AND ALCOHOL REHABILITATION

Statistics show that substance abuse in the workplace results in accidents and injuries, lower productivity, increased absenteeism and tardiness, legal problems and a host of other problems. For these reasons, among others, the Company is committed to maintaining a zero-tolerance, drug and alcohol-free work environment.

Team members who believe that they may have an alcohol or drug problem are encouraged to seek treatment before their job performance or conduct is affected. Successful treatment requires a high degree of motivation and dedication. Team members who are having a difficult time dealing with an alcohol or drug problem may obtain help from the Company to find appropriate professional assistance, before reporting to work in an intoxicated condition. Team

members are encouraged to discuss any problem in this area with a Human Resources representative or any other member of management with whom they feel comfortable discussing the situation.

HOUSEKEEPING

We want to keep all Flyers Energy facilities a pleasant and safe place to work. It is important that everyone understands and fulfills their responsibility to the Company and to other team members when it comes to housekeeping.

All food is to be consumed in designated areas during rest and meal periods, not in the Company's office or production areas. It is everyone's responsibility to keep these areas clean and trash-free. Please help in this regard by cleaning up at the end of a rest or meal period.

In general, it is for the safety and benefit of everyone that we keep all work and guest areas clean and orderly. Everyone must do his or her part. The result will be a Company in which we can all take pride.

TELEPHONE CALLS

Because our telephones are quite busy, we permit only urgent personal calls to team members on Company telephones. If an emergency requires that you be called at work, please request the person who may call you to ask for your immediate supervisor, who will see that you get the message promptly. Calls of a non-emergency nature may be forwarded to the front office for messages. If you need to make any personal calls, please do so only with your supervisor's approval, during rest or meal periods on a Company telephone. You are asked not to abuse this privilege of using the Company's telephones.

TEAM MEMBER TRAVEL POLICIES

TRAVEL EXPENSES AND REIMBURSEMENT

No reimbursement will be made for team member's commute to or from their regularly assigned work location. When non-exempt team members are authorized by the Company to travel by driving directly from their home to an alternative work site, the team member's work shift will begin once the team member has traveled a distance equal to their regular commute to their regularly assigned work location. Should a team member decline this accommodation, he/she may be required to report first to their regularly assigned work site before proceeding to their alternative work site.

Non-exempt team members who initially report to their regularly assigned work site and then travel to another work site or otherwise on Company business will be paid for their travel time at their regular wage rate and are therefore expected to record it on their time sheet.

All team members will be reimbursed for reasonable travel expenses, subject to the Company's expense reimbursement policy. Non-exempt team members who's travel related to the performance of their job duties will be paid for all travel time, as described below:

- Travel pay rate: Team members will be paid for their travel time at their regular wage rate for time spent traveling as described above.
- Overtime: Team members who travel will be paid for all compensable travel hours and hours worked, including overtime, in accordance with the Company's overtime policies.
- Exceptions: Team members will not be paid for; time spent at a hotel sleeping or time spent after work duties are completed for the workday or for time spent during meal breaks or time spent on purely personal pursuits such as shopping, sightseeing, and visiting family or friends.

Non-exempt team members are directed to take all meal and rest periods, in accordance with the Company's meal and rest period policy. Team members must record all meal periods taken and note the reason that any meal period was not taken. Failure to take or record taking meal periods may result in disciplinary action, up to and including termination. Team members should contact their supervisor or Human Resources if they have questions regarding the travel reimbursement policy. Additional information can also be found in the Company's Business Travel and Entertainment Policy.

DRIVER'S LICENSE / DRIVING RECORD

All team members using Company vehicles or who are authorized to use their own personal vehicles on Company business must possess the type or class of a current and valid Driver License required for the vehicle or vehicles they drive and have a driving record that is acceptable to the Company's insurance carrier. Team members hired or placed into positions requiring the use of personal or Company owned vehicles must immediately thereafter; provide the Company with a certification of automobile liability insurance. Such team members will also have their Department of Motor Vehicles (DMV) records checked by the Company's insurance carrier at the time of employment or placement into these positions, and periodically thereafter.

In addition, team members are responsible for immediately reporting to their supervisor any changes in their automobile liability insurance policy or the status of their driver license such as suspension or revocation. Team members in these positions who are uninsurable or who

create the potential for an increase in the Company's liability insurance premiums (based on the standards of the insurance carrier) due to an unsatisfactory DMV record or whose driver licenses are suspended or revoked or whose automobile liability insurance policy has been terminated for any reason will not be permitted to continue driving for the Company or using their own vehicle in the course of performing job related duties.

Offers of employment, promotion or transfer for positions requiring the use of vehicles will normally be withdrawn if it is determined that the team members is uninsurable or that his/her license is suspended or revoked. If driving or travel are required for the satisfactory completion of essential job duties for a team member's specific position, that team member's employment will be terminated in the even that his/her driving privileges are revoked by any regulatory agency or if his/her insurability status is found to be uninsurable at any time.

OPERATION OF VEHICLES

In addition to applying good common sense regarding the safe operation of vehicles, the following rules specifically relating to operating all types of vehicles apply:

1. Any team member under the influence of or impaired by any intoxicating substance which may impair a team member's abilities must not operate any vehicle.
2. Use of any vehicle for Company business must have the prior approval of the team member's supervisor.
3. Non- team members may not be transported at any time in any vehicle being used for Company business except those who have a legitimate business justification for being transported such as official Company visitors.
4. Any mechanical defects must be reported by a team member to their supervisor for appropriate corrective action prior to operating any vehicle for business purposes.
5. Team members driving vehicles on Company business must immediately report to their supervisor any accident and any moving or non-moving violation for which they are cited while driving a vehicle. Flyers Energy accepts no responsibility for citations issued to team members by any law enforcement agency while driving a vehicle on Company business under any circumstance. All liabilities created by any citation will be the responsibility of the team member who was cited.
6. All team members operating their own vehicles on Company business are required to obey all traffic regulations.
7. Team members are prohibited from using cellular telephones at any time while driving, unless the cellular telephone is equipped with a hands-free device. If the use of such phones is urgent, it is recommended that team members pull off the road before initiating or engaging in conversation. Texting while driving is strictly prohibited.

IN THE EVENT OF AN ACCIDENT

Team members who are involved in an accident in the course of using any vehicle on Company business, are expected to adhere to the following procedure:

1. In the event of an accident, immediately call and notify your supervisor of this event.
2. Stay calm and professional, do not admit liability and do not make a statement to anyone except the Police, your supervisor, or other appropriate Company management personnel.
3. Obtain the names and addresses of:
 - Injured person(s) and type of injury
 - Other drivers' insurance carrier and policy number
 - Driver of, and passengers in other vehicle(s)
 - Other driver(s), including the number of and state issuing the driver's license(s).
 - Witnesses
4. Note these items:
 - Make, model, color and license plate number of all vehicles involved
 - Speed of each vehicle with its direction of travel
 - Signal given by each driver, if any
 - Point and time of accident
 - Any mechanical aspect of the other vehicle that may have caused the accident (e.g., no brake lights, etc.)
5. Promptly report any damage to the property of a guest, the public, the Company, or team member to your supervisor.

Accident reports for, and other related contacts with the Company's insurance carrier will be promptly handled by a Human Resources representative.

CLOSING MANAGEMENT STATEMENT

This Handbook is designed to explain the policies and team member benefits at Flyers Energy. Team members who have questions or desire additional information should immediately contact their supervisor, or any other member of management for assistance.

Circumstances may require that the policies, practices and benefits described in this Handbook change from time to time. Consequently, the Company reserves the right to interpret, change, amend, modify, add or cancel and withdraw any or all sections or provisions of this Handbook and any or all of the Company's practices at any time for any reason other than its employment-at-will policy in its sole and absolute discretion with or without notice.

Changes, amendments, modifications, additions, cancellations and withdrawals will be made in writing and new written policies may be issued as the Company may consider appropriate within a reasonable time thereafter. The contents of this Handbook and all policies, practices and benefits that may be changed by the Company in the future supersede all prior policies, practices, benefits, arrangements, conversations, understandings and expectations that are in any way inconsistent with this Handbook and all such changes that may be made in the future.



Flyers Energy

2018 Personnel Handbook Acknowledgement

Flyers Energy provides the Personnel Handbook in both electronic and hard copy format. Team members may access the Personnel Handbook electronically by:

- 1) Visiting the Flyers Intranet web page (web page address: www.flyersenergy.net). Team members with intranet credentials can log in and direct themselves to the “Documents” link in the “Resources” drop-down menu. Team members who do not have intranet credentials can click on the “Team Member Resources Documents” link on the intranet login page.
- 2) Submitting an e-mail or written request for the electronic document from the Human Resources department (e-mail address: hr@4flyers.com).

Team members may receive a hard copy of the printed Personnel Handbook by requesting a copy from either their direct supervisor or the Human Resources department. A hard copy of the printed Personnel Handbook is kept at each Flyers Energy operated location for team members to review.

I acknowledge that I have received or accessed the Flyers Energy Personnel Handbook electronically and/or have received a hard copy of the printed Personnel Handbook. In consideration of my employment with Flyers Energy, I hereby agree to read, observe and abide by the conditions of employment, policies and rules contained in the Personnel Handbook. I understand that the Personnel Handbook is designed for quick reference and that it sets forth many but not all of Flyers Energy's policies and guidelines under which Flyers Energy operates. I also acknowledge that the handbook and the policies contained therein are not in any way intended as a contract or promise of continued employment.

I understand that the policies and procedures described in the Personnel Handbook are for purposes of information only and, with the exception of Flyers Energy's at-will employment policy, may be amended or modified by Flyers Energy at any time, with or without prior notice. The existence of disciplinary procedures does not change the at-will status of employment at Flyers Energy. The handbook describes some important information about the Company, and I understand that this handbook replaces any previous manual and handbook, and to the extent inconsistent, any previous understanding, practice, policy, or representation concerning the subject matters addressed in this handbook.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. I understand that my employment is at will, meaning that I may terminate my employment with the Company with or without cause or notice, and that the Company may terminate or change the terms of my employment, including but not limited to demotion, promotion, transfer, compensation, benefits, duties, and location of work, with or without cause or notice. I understand that only the CEO of the Company has the authority to enter into an agreement for employment for a specified term or to make any agreement contrary to

the policy of at-will employment, and that any such agreement must be explicit, in writing, and must be signed by the CEO of the Company.

I understand that the handbook is not intended to express or imply any contractual obligation by the Company to continue my employment or to follow any stated policy or procedure with respect to my employment, except that I know that this handbook contains our entire agreement concerning each party's right to terminate the employment relationship at will, with or without cause, at any time. I also understand that nothing in this handbook shall restrict my right or the right of the Company to terminate the employment relationship at will, with or without cause or notice, at any time.

Team Member Name (print)

Signature

Date

SALARY BASIS / SAFE HARBOR POLICY

The Fair Labor Standards Act (FLSA) is a federal law which requires that most employees in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional or outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$455 per week. Some state laws also provide for exemptions from both minimum wage and overtime pay, which have different requirements than the FLSA. Job titles do not determine exempt status. In order for an exemption to apply, an employee's specific job duties and salary must meet all the requirements of the Department's regulations, as well as any applicable state law requirements.

Salary Basis Requirement

To qualify for exemption, employees generally must be paid at not less than \$455 per week on a salary basis. These salary requirements do not apply to outside sales employees, teachers, and employees practicing law or medicine. Exempt computer employees may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. State law requirements may be higher. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee's work. Subject to certain exceptions delineated by the United States Department of Labor, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an employee's predetermined salary because of the operating requirements of the business, that employee is not paid on a "salary basis." If the employer makes deductions from an employee's salary in a partial-day increment, the employee generally is not paid on a "salary basis." If the employee is ready, willing and able to work, deductions may not be made for time when work is not available.

Company Policy

It is our policy to comply with the salary basis requirements of the FLSA and state law. Therefore, we prohibit all company managers from making any improper deductions from the salaries of exempt employees. We want employees to be aware of this policy and that the company does not allow deductions that violate the FLSA or state law.

What To Do If An Improper Deduction Occurs

If you believe that an improper deduction has been made to your salary, you should immediately report this information to the Company's Human Resources department, or your supervisor.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made. The Company does not tolerate any retaliation against those who make such reports.