

Consolidated Burger Holdings

Employee Handbook

April 2020





ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Consolidated Burger Holdings (also referred to in this handbook as the Company). Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

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

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

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the CEO and/or the Head of Human Resources.

This handbook supersedes all prior handbooks.



General Handbook Acknowledgment

This Employee handbook is an important document intended to help you become acquainted with Consolidated Burger Holdings. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

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

I have received and read a copy of Consolidated Burger Holdings's Employee handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Consolidated Burger Holdings other than the CEO and/or the Head of Human Resources may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee handbook.

Employee's Printed Name: _____ Position: _____

Employee's Signature: _____ Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.



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Section 1 - Governing Principles of Employment

1-1 Introduction

Please accept a warm and sincere welcome to all employees who are commencing employment with Consolidated Burger Holdings, LLC ("Consolidated Burger Holdings" or the "Company") and to all employees who have been with us, thanks for your past and continued service.

Best wishes for success and happiness here at Consolidated Burger Holdings.

We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

1-2 Trial Period

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

1-3 Equal Employment Opportunity

Consolidated Burger Holdings is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, or national origin, citizenship status, age, disability, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws.

Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let your General Manager, Area Coach and/or Head of Human Resources know.



The Company will endeavor to accommodate the religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to your General Manager, Area Coach and/or Head of Human Resources

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of your General Manager, Area Coach and/or Head of Human Resources. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity.

If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of your General Manager, Area Coach and/or Head of Human Resources. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to corrective action, up to and including termination.

All employees must cooperate with all investigations.

1-4 Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol.

This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited.

Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

Violation of this policy will result in corrective action, up to and including termination.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid corrective action for a policy violation.



We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including them.

1-5 Your Paycheck

Employees will be paid bi-weekly for all the time worked during the past pay period.

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

If there is an error in an employee's pay, the employee should bring the matter to the attention of the General Manager immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be directly deposited into your banking account or deposited directly onto a payroll pay card on the second Friday following the end of the pay period. Your deposited pay will be available on each payday for your use.

Payroll checks will not be released prior to the scheduled pay day for any reason; nor will they be released to anyone other than the employee in the event a live check must be administered.

Check stubs can be printed for your records by following the procedures of our payroll vendor. It is every employee's responsibility to print their own paycheck stub. It is not required that the store manager or any other member of management do this for the employee.

Currently, there are two pay options: direct deposit or a payroll pay card.

1-6 Direct Deposit

Consolidated Burger Holdings strongly encourages employees to use direct deposit. This is typically arranged during new hire onboarding. However, authorization forms are available from the General Manager, if the employee wants to change the method in which they receive their pay.

1-7 Salary Advances

Consolidated Burger Holdings does not permit advances on paychecks.



1-8 Performance Review

Depending on the employee's position and classification, Consolidated Burger Holdings endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

1-9 Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position.

Restaurant employees are required to wear uniforms appropriate to their position. If an employee is found to be wearing a uniform for a position in which they have not been legitimately placed, that employee, their General Manager and/or the manager on duty are subject to corrective action up to and including termination. For example, a team member should not be wearing a manager uniform if they haven't been legitimately promoted to the position.

Employees are also required to wear personal protective equipment (PPE) safety equipment/clothing, such as but not limited to; the appropriate and required glove to a specific task, aprons, goggles, beard guards, hats.

Consolidated Burger Holdings employee uniform requirements are as follows:

- Black Pants (Must be 100% Polyester) – No cotton pants or black jean jeans will be acceptable.
- Black Belt
- Black Slip Resistant Shoes
- Black Socks
- Hat / Visor
- Name Tag
- Burger King Shirt.

CBH will provide initial Hat / Visor, Name Tag and Shirt. If lost, the employee can be held responsible for the cost of replacing these items.

The pants, belt, socks and shoes are provided by the employee.



The pants must fit appropriately to the waist, must have a belt and they must not be too long due as to cause a trip hazard. They are to be made of 100% polyester, as cotton pants fade after a few washings. Black jeans are prohibited.

Please contact your direct supervisor for specific information regarding acceptable attire for your position.

Above store leadership is expected to dress appropriately for their position as well as, their respective workplace. However, when in the restaurants, the expectation regarding grooming and appearance will also apply to them. Typically, above store leadership should dress in business casual attire, with a collared shirt tucked into belted, polyester slacks, appropriate hosiery and slip resistant/non-skid shoes. Athletic team logo attire is not recommended, unless specifically requested.

Jewelry should never be worn when working with food. Jewelry, such as bracelets, watches, and rings, could fall into food, creating a physical hazard. However, employees may wear a plain metal ring and simple stud earrings. If you wear a medical identification tag, be sure to wear the necklace under the uniform or wear as an ankle bracelet. All necklaces must be worn under the uniform.

Like jewelry, acrylic nails or fingernail polish could contaminate the food and are prohibited.

This policy is intended to effectively keep hair from contacting exposed food, clean equipment, utensils and unwrapped, single-service or single-use articles. All hair and facial hair must meet standards. Hair is to be pulled back and properly restrained. Long hair must be lifted off of the shoulders. As facial hair is permitted, in the way of a goatee or mustache and as long as the facial hair does not cover cheeks and facial hair is not more than ½ inch in length.

If, at the discretion of your manager, you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

1-10 Punctuality and Attendance

Employees are hired to perform important functions at Consolidated Burger Holdings.

As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important.

Absences and lateness can be disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees.



Calling out for a scheduled shift will be considered an unexcused absence. Excessive absenteeism or tardiness will result in corrective action up to and including termination. A doctor's note will not excuse an absence.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify the General Manager and/or the manager on duty as early as possible, but no later than the start of the work day. We ask that an employee calling out for their scheduled shift notify their direct supervisor of their absence a minimum of three hours prior to their scheduled shift.

Asking another employee, friend or relative to give this notice is improper and constitutes grounds for corrective action. Employees should call, stating the nature of the absence and its expected duration, for every day of absenteeism.

Unreported absences, AKA "No show/No call", of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

1-11 If You Must Leave Us

Should an employee decide to leave the Company, we ask that he or she provide their direct supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation.

Employees also must return all of the Company's confidential information upon separation.

To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

1-12 Exit Interviews

Employees who resign may be requested to participate in an exit interview with Human Resources, if possible.

Section 2 - General Standards of Conduct

2-1 Non-Harassment

It is Consolidated Burger Holdings' policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, national origin, disability, religion, marital status, veteran status, sexual orientation or age.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to any member of management.

If for any reason the employee is unable to contact this person, or if the employee has not received a satisfactory response within three (3) days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Area Coach and/or the Head of Human Resources.

If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in corrective action, up to and including termination. All employees must cooperate with all investigations.

2-2 Sexual Harassment



It is Consolidated Burger Holdings' policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender.

The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that in the workplace all employees are free from sexual harassment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments.

Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employee feels that he or she has been subjected to conduct which violates this policy, the employee should immediately report the matter to any member of management.

If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five three (3) days after reporting any incident of perceived harassment, the employee should contact the Area Coach and/or the Head of Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels that he or she has been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in corrective action, up to and including termination.

All employees must cooperate with all investigations.



2-3 Workplace Conduct

Consolidated Burger Holdings endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow.

Unacceptable conduct may subject the offender to corrective action, up to and including termination, in the Company's sole discretion.

The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Consolidated Burger Holdings' property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Consolidated Burger Holdings' Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of Consolidated Burger Holdings' Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Consolidated Burger Holdings' Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Company policy.

Not every type of misconduct can be listed, but the list provided is intended to give examples of the type of misconduct that may lead to corrective action, up to and including termination.

Note that all employees are employed at-will, and Consolidated Burger Holdings reserves the right to impose whatever corrective action it chooses, or none at all, in a particular instance. The



Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Consolidated Burger Holdings will endeavor to utilize progressive corrective action but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

2-4 Workplace Violence

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

We do not expect employees to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers and/or customers, should be reported immediately to any member of management with whom the employee feels comfortable.

Reports of threats will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or corrective action as a result of reporting a threat in good faith under this policy.

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

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger in our



offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

2-5 Camera Phones/Recording Devices

Due to the potential for issues such as invasion of privacy, sexual harassment and loss of productivity, as well as inappropriate disclosure of confidential information, no employee may use a camera, video recording device, camera or video function on their phone or personal computing device (PCD) on Company property or while performing work for the Company.

The use of any types of voice recording device anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for the Company, is also strictly prohibited, unless the device was provided to you by the Company and is used solely for legitimate business purposes.

2-6 Use of Tobacco, Tobacco Product or Electronic Smoking Devices

Use of tobacco, tobacco products, as well as, the usage of e-cigarettes (vaping), is prohibited on Company premises and in all Company vehicles.

2-7 Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays.

We ask that personal telephone calls be kept to emergency purposes only and only be made or received on the store's telephone, not a personal cell phone. We also ask that personal calls be restricted to before and after working time or during break time.

For safety and security reasons, employees are prohibited from having personal guests, off-shift employees and/or any other non-employees visit or accompany them anywhere in our facilities especially, but not limited to $\frac{1}{2}$ food production areas, behind the front counter, walk-in coolers, break rooms.

2-8 Solicitation and Distribution

This policy is intended to minimize non-work-related activities that could interfere with customer satisfaction, product quality and teamwork and to maintain and promote safe and efficient operations and an attractive clutter-free workplace. This policy is not intended to restrict communications or actions protected or required by state or federal law.



Rules:

1. Employees may not: (a) solicit other employees during working time; (b) distribute literature during working time; or (c) distribute literature of any kind at any time in working areas.
2. Non-employees may not engage in solicitation or distribute literature on Company premises at any time.

Definitions:

Solicitation includes, but is not limited to, approaching someone in person for the purpose of offering anything for sale; asking for donations; collecting funds or pledges; seeking to promote, encourage or discourage participation in or support for any organization, activity or event, or membership in any organization; or distribution or delivery membership cards or applications for any organization.

Distribution includes, but is not limited to, disseminating or delivering in person or through Company-owned property such as bulletin boards, any literature or other materials including advertisements, circulars, notices, papers, leaflets or other printed, written or electronic matter (except that distributing or delivering membership cards or applications for any organization is considered solicitation and not distribution).

Working time includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged, or should be engaged in performing his/her work tasks.

Working areas includes all areas controlled by the Company where employees are performing work, including customer service areas.

2-9 Open Door Policy

An employee may contact Human Resources and/or any higher-level manager with whom they are most comfortable to report a concern.

This is particularly true if the person toward whom the complaint is directed is their immediate supervisor or a manager in their immediate hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

2-10 Retaliation Policy

The Company has a zero tolerance for any form of retaliation against any individual who reports or is believed to have reported a concern to Human Resources and/or any higher-level manager.

This also includes any form of retaliation toward any employee who cooperates in the investigations of such reports in accordance with Company policy. If an employee feels that he or she has been



subjected to any such retaliation, the employee should report it in the same manner in which any concern would be reported under this policy. Any improper retaliatory conduct will result in corrective action, up to and including termination.

Section 3 - Benefits

3-1 Benefits Overview

In addition to good working conditions and competitive pay, it is Consolidated Burger Holdings' policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits.

We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Consolidated Burger Holdings provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Company's benefits provider. Please see your direct supervisor for contact information for the Company's benefits provider.

Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

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

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

If employees have any questions regarding benefits, they should visit the company's benefits website at www.bk-benefits.com.



3-2 Insurance Programs

All regular, full-time employees are eligible to participate in the benefits program offered by Consolidated Burger Holdings as of the first of the month following 60 days of employment.

Eligible dependents include a legally married spouse, domestic partner, a dependent up to age 26, a natural or stepchild of the employee, a legally adopted child in the custody of the employee, or a child for whom the employee has been appointed legal guardian pursuant to a court order. There may be additional circumstances which would allow a dependent to be covered under the plan.

Please see your direct supervisor if you have any questions as to the eligibility status of your dependent.

Additional information regarding benefits can be found at www.bk-benefits.com.

3-3 Long-Term Disability Benefits

Full-time employees that participate in the Voluntary Long Term Disability plan from the Consolidated Burger Holdings' approved carrier can be provided with income continuation should you become disabled due to the same or related injury or sickness consecutively as defined by the Summary Plan Document.

Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

See www.bk-benefits.com for additional details.

3-4 Paid Holidays

Salaried Exempt employees will be paid for the following holidays:

Thanksgiving Day

Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate.



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

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

3-5 Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law.

The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable.

The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult the Human Resources Department if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose.

Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-6 Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to employees.

If employees are injured on the job, no matter how slightly, they should report the incident immediately to the Manager-on-Duty.

Failure to follow Company procedures may affect the ability of the employee to receive Workers Compensation benefits. It is the employee's responsibility to immediately report all work-related injuries or accidents during work hours to his or her manager.



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

The employee may be required to submit to a post-accident drug test for work related injuries during working hours.

Failure to report an injury or accident, regardless of how minor, may affect workers' compensation benefits and is grounds for corrective action up to and including termination.

3-7 Jury Duty

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

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

3-8 Salary Continuation

Consolidated Burger Holdings offers a voluntary Short Term Disability program that is designed to replace a portion of your income while you are out of work due to a non-occupational illness or injury.

Pregnancy, alcoholism, drug addiction, and mental & nervous conditions are treated the same as any other sickness.

See www.bk-benefits.com for additional details.

3-9 Employee Assistance Program

Consolidated Burger Holdings offers an Employee Assistance Plan (EAP) administered by ComPsych.

This program is designed to help employees by offering confidential resources to help deal with work-life issues such as:



- Counseling for personal issues such as relationships, grief and loss, stress, anxiety, depression, substance abuse etc.
- Information for work-life needs like child care, home repair, adoption etc.
- Legal assistance which includes a free consultation and discounted fees for help with divorce, debt, landlord/tenant issues, bankruptcy, criminal/civil actions etc.
- Dealing with financial issues including getting out of debt, retirement planning, saving for college, tax questions, estate planning etc.
- Assistance with vacation planning etc.
- Support for expectant and new parents including emotional and financial issues, legal questions, choosing quality child care, achieving work-life balance

Call (888) 628-4824 or go on-line at www.guidanceresources.com to take advantage of this program.

See www.bk-benefits.com for additional details.

Section 4 – Time-Off and Leaves of Absence

4-1 Paid Time Off

VACATION - GUIDELINES FOR PAID VACATION ELIGIBILITY

The following guidelines should be used to determine the paid time-off allotment for all vacation eligible employees.

Full-Time Hourly Shift Coordinator and up, earn a fixed number of vacation days based on your years of service in an eligible position according to the chart below.

If years of service are equal to:	Vacation during the year is:
Less than 6 months	No time available
Greater than 6 months but less than 5 years	Accrual rate .83 days per month – up to 10 days (2-weeks) per calendar year
Greater than 5 years and each subsequent year thereafter	15 days (3 weeks), accrual rate of 1.25 days per calendar year

During the first full 6-months of employment, FT eligible management employees are not eligible for paid vacation time.



Following the completion of your first 6-months waiting period and your continuous full-time employment, eligible employees will receive a pro-rated vacation entitlement.

With the prior approval of the Area Coach and Vice President of Operations, a FT management employee can take a paid vacation during the six month waiting period.

In addition, the Area Coach and VP of Operations can approve a vacation request to a FT management employee that exceeds the number of accrued days, but never to exceed the amount of eligible days for that requestor's tenure.

For example; a FT HSC, eligible for two weeks paid vacation, cannot ask for three weeks paid vacation.

In all circumstances, if that FT management employee terminates, then their vacation payout would have the amount of vacation time previously used subtracted from the total.

However, if the amount vacation time used exceeds the amount of the vacation payout, the amount of vacation payout will be zero. The employee will not be required to pay back the difference.

ALL vacation requests are subject to the approval of the Area Coach. If, in their discretion, the Area Coach views the store's schedule unable to support the vacation request, the Area Coach can deny the request and may offer an alternative time period to the requestor.

It is desired that you provide at least a 30-day notice to request vacation time off from work. Please keep in mind that November and December typically are the busiest months for our Company, so plan your vacation before this time of year if at all possible.

Vacation time, whether planned or unplanned, cannot be considered part of the requested 2-week notice prior to resignation.

Unused vacation time may be paid out to you if you stop working for us under the following conditions:

- You were employed with us for at least one continuous year before leaving the company.
- A standard 2-week advance written notice was provided to your supervisor; and you completed the entire notice period.
- You are not terminated due to gross misconduct, theft, or conviction of a misdemeanor or felony involving moral turpitude.
- Your location's state law requires us to pay out your unused vacation balance.



4-2 Personal Leave

Extenuating circumstances may require an employee to be absent from work an extended period of time.

For employees with a minimum of six (6) months in tenure, Consolidated Burger Holdings may provide a personal leave of absence without pay.

Personal leaves may be granted for, but are not limited to, a death in the family or a natural disaster affecting home or family.

As soon as employees become aware of the need for a personal leave of absence, they should request a leave from their manager. Requests for a personal leave must be approved in advance by the Area Coach and Human Resources.

Requests for personal leave will be evaluated based on a number of factors, including but not limited to staffing considerations during the proposed period of absence.

Salaried employees must use any available vacation days during the period of this absence. All accrued but unused benefits, and any applicable FMLA leave, must be used prior to taking any unpaid personal leave.

Subject to the terms, conditions and limitations of the applicable plans, health insurance benefits will be maintained during the personal leave of absence. The employee will be responsible for the costs of these benefits during the personal leave of absence. If the employee does not pay the premium during the leave, insurance will be canceled.

When a personal leave of absence ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified.

However, Consolidated Burger Holdings cannot guarantee reinstatement in all cases.

Employees returning to work following a medical leave of absence will be required to obtain and present certification from their health care provider that the employee is able to return to work.

If an employee fails to report to work promptly at the expiration of the approved leave period, Consolidated Burger Holdings will assume the employee has voluntarily resigned.

4-3 Family and Medical Leave

The Leave Policy



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

Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on within any 12 month period. Leave may be taken for any one, or for a combination, of the following reasons:

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

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

4-4 Bereavement Leave

We know the death of a family member is a time when employees wish to be with their families.

Employees who suffer the loss of an immediate family member may receive up to three days of unpaid funeral leave. Please let a manager know if this situation occurs and he/she will help you make arrangements to cover your schedule.



Consolidated Burger Holdings defines “immediate family” as the employee’s spouse, child, step-child, parent, step-parent, grandparent, step-grandparent, grandchild, sibling, step-sibling, parent-in-law, and sibling-in-law or legal guardian. Proof of death and relationship to the deceased may be required.

Misuse or abuse of this policy will result in corrective action up to and including termination of employment.

4-5 Military Leave

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

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

4-6 Voting Leave

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

Florida Addendum

4-7 Domestic Violence Leave

An employee who has worked for the Company for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of an employee is the victim of domestic violence.

Leave may be used to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- Make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- Seek legal assistance in addressing issues arising from the act of domestic violence.

“Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of an employee or his or her family or household member, two (2) weeks advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

All paid time off available must be exhausted before receiving this leave.

Section 5 – Communication Policies

5-1 Use of Communications and Computer Systems

Consolidated Burger Holdings' communication and computer systems are intended primarily for business purposes and only by those authorized to use them. This includes the voice mail, e-mail and Internet systems.

Users have no legitimate expectation of privacy in regard to their use of the Consolidated Burger Holdings systems. However, individuals are expected to protect and not discuss confidential information that they may be exposed to, directly, indirectly, purposely or accidentally.



Consolidated Burger Holdings may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so.

The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, Consolidated Burger Holdings may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate.

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

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

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

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

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

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

Violators of this policy may be subject to corrective action, up to and including termination.

5-2 Use of Social Media



Consolidated Burger Holdings respects the right of any employee to maintain a blog or web page or to participate in a social media and networking, including but not limited to Facebook, Twitter and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

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

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites.

Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social media, networking, or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the poster must include a disclaimer.

The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's goodwill in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through but not limited to; a blog, web page, social media, social networking.

For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden.

Consolidated Burger Holdings encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, social media, and/or social networking site is received. It may not be the manner that information was intended, but how it was perceived.

Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their direct supervisor.

Failure to follow these guidelines may result in corrective action, up to and including termination. This policy is not intended to restrict communications or actions protected or required by state or federal law.

5-3 Personal and Company-Provided Portable Communication Devices



Certain positions within Company are provided with or reimbursed for portable communication devices (PCDs), including but limited to cell phones and iPads. These devices are used primarily for business purposes.

Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use.

Communications sent via a personal PCD also may be subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional.

When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles.

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

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

Employees may not use their personal PCD for business unless they agree, in writing, to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

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

Portable Communication Device Use While Driving



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

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

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

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions, as texting and/or e-mailing, while driving, is prohibited in all circumstances.

5-4 Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the Vice President of Operations.

No one is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the Company, are authorized to make those statements on behalf of Company.

Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the Head of Human Resources.

5-5 Bulletin Boards

Important company notices and company items of general interest are continually posted on our bulletin board.

Employees should make it a practice to review it frequently. This will assist employees in keeping up with what is current at Consolidated Burger Holdings.

The bulletin board is for posting information from the Company and/or Burger King. Posting of any other literature is prohibited.

5-6 Confidential Company Information



During the course of work, an employee may become aware of confidential information about Consolidated Burger Holdings' business, including, but not limited to, information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers.

An employee also may become aware of similar confidential information belonging to the Company's clients' business, including, but not limited to, information regarding that company's finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers

It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors.

Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company or to unauthorized employees may be subject to corrective action up to and including termination.

Section 6 – Operational Policies

6-1 Health and Safety

The health and safety of employees and others on Company property are of critical concern to Consolidated Burger Holdings. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions.

Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards.

Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected.

Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health.

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



Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

6-2 Illness and Exclusion Policy

Team Members and Managers with communicable diseases or medical conditions that pose a risk to Team Members/Managers, their restaurant environment or public health are not permitted to work.

Team Members and Managers with illnesses (e.g., diarrhea, jaundice, sore throat with fever or vomiting) must not be allowed to work until symptom free for 24 hours or the employees are cleared in writing by their physician.

6-3 Hiring Relatives/Employee Relationships

It would not be unusual to turn to those that we feel that we may rely on the most to fill our staffing needs. This would be family and/or loved ones.

It is equally common that a familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative.

To avoid this problem, Consolidated Burger Holdings may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists. Any possible hiring or placement of a relative where one relative may supervise another MUST be discussed with your Area Coach and Regional Vice President, before it takes place, to give them the opportunity to review the matter. The RVP must approve the situation.

Failure to advise your Area Coach and receive approval from the RVP ahead of time, could result in corrective action, up to and including termination.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual.

The Company generally may attempt to identify other available positions, which is why it is imperative to discuss these matters with your Area Coach and RVP at the onset. If no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

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



Any employee found to have misrepresented a relationship with another employee could be subject to corrective action, up to and including termination.

Additionally, even after receiving the approval of the Area Coach and RVP, if such relationships as described above develop into a conflict or a potential conflict arises, that could cause a disruption within the store, the parties involved may be separated by reassignment or terminated from employment, at the discretion of the Company.

6-4 Conflict of Interest and Business Ethics

It is Consolidated Burger Holdings' policy that all employees avoid any conflict between their personal interests and those of the Company.

The purpose of this policy is to ensure that the Company's integrity and reputation are not compromised.

No employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with the Company;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company;
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.



6-5 Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace.

When using company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their Supervisor if any equipment, machines, or tools appear to be damaged, defective, or need repair. Prompt reporting of; loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Your direct supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in corrective action, up to and including termination.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

6-6 Operation of Vehicles

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record.

Any change in license status or driving record must be reported to management immediately.

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations.

| Company-owned or leased vehicles may be used only as authorized by management.

Authorized Drivers – The Company's insurance covers only authorized drivers and passengers.



Any business-related belongings will be covered by our insurance should they become damaged due to an accident. You will need to seek financial remediation from your own insurance company; should any personal belongings (including your vehicle) become damaged, lost, or stolen.

Driver Requirements & Expectations

- Restaurant General Manager level or above, you must be at least 21 years of age and have a minimum of 2 years of U.S. driving experience.
- You must maintain a valid driver's license and current state required personal vehicle insurance coverage. A copy of current registration and proof of insurance must be kept in the vehicle. You may be required to submit a copy of your personal vehicle insurance information (card) at least every six 6 months to confirm the minimum financial responsibility limits are held and are current.
- Ensure all personal vehicles driven for the company related business meets the state's safety requirements.
- Vehicles cannot be used for illegal or otherwise unauthorized purposes while on duty; such as commission of any crime or violation of the law; transport of hitchhikers / strangers; transport of any unauthorized passengers while utilizing vehicle for business related purposes (ex. car-pooling or group transportation); conducting business for any venture other than company business; and any purposes other than basic transportation for delivery services.
- Ensure licensing, registration, and all other state documents are always current and remain in the vehicles utilized.
- At no time, is it acceptable to operate your vehicle while under the influence or impaired - all employees who drive their personal vehicle for company related business are subject to post accident drug/alcohol testing.
- **You will not be able to continue your employment in a driving required position in the event your driver's license becomes suspended, revoked, or you are issued a DUI or DWI.**
- Maintain your vehicle in a clean, safe condition and operate the vehicle at all times in accordance with federal, state, and local laws and company policies. This would include, but not limited to: **no firearms, weapons (depending upon applicable state and/or federal law), smoking or other use of tobacco on our premises** and the use of mobile phones/devices while utilizing your vehicle for company related business purposes.
- It is the employee's responsibility to ensure that he or she and all passengers wear safety belts in a proper manner when the vehicle is in operation.

You are responsible for payment of any violations or citations received while utilizing your vehicle for business usage.

Motor Vehicle Record (MVR) Assessment and Process

If you are employed in a position that requires the use of your personal vehicle for company related delivery services, the Company will obtain a copy of your Motor Vehicle Record (MVR) to determine



your driver’s eligibility to operate a vehicle. The Company has the sole right to determine eligibility for our delivery driver roles and may request an additional MVR at least every six months.

Driver Qualifications – All Drivers 21 and Older	
Moving Violations	No more than 2 in the past 3 years; and/or, 1 in a 12 month period
“At Fault” Accidents	No more than 1 in the past 3 years
Type A Violations*	None in the past 5 years
Currently or previously Suspended or Revoked License	No current suspensions, multiple past suspensions or licenses that were reinstated for less than 12 months.

***Type A Violations:** DUI, DWI, BAC, Controlled Substance or Open Container; Leaving the Scene of an Accident; Reckless Operation; Negligent/Imprudent Driving; Excessive Speeds (30 mph or more over the speed limit); Driving with a Suspended License; Refusing Chemical Test; Manslaughter or Negligent Homicide; Felony Involving an Automobile; and Drag Racing

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving.

Further, even if use is permitted, employees are to refrain from using any PCD while driving.

"Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

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

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

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



6-7 Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business.

These expenses must be approved by the employee's direct supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles.

All expenses incurred should be submitted to the employee's direct supervisor along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses.

Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

6-8 Employment Verification

Consolidated Burger Holdings will respond to Employment Verification requests through our third party vendor, WageVerify.

When verifiers request proof of employment and/or wages for your employees, simply direct them to WAGEverify.com.

If you receive a verification via fax, email, or mail, please forward it to WAGEverfiy fulfillment team at support@wageverify.com and they will take it from there.

General information concerning the employee such as date of hire, date of termination, and positions held.

- No one in the field is authorized to verify anyone's employment. This includes VPs, ADs, GMs, HSCs and crew people.
- No one is to complete documents received at the store, brought to the store by a third party, current or former employee and most definitely no one is to release information for requests received by telephone.

Anyone found to be providing employment verifications will be subject to corrective action, up to and including termination.

No one is authorized to provide, on behalf of the company, any references for any employee, past or present.



A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about Consolidated Burger Holdings.

The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details.

While we intend to continue the policies, rules and benefits described in this handbook, Consolidated Burger Holdings, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook.

Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.