



This Team Member Handbook is an introduction to The St. Joe Company and will provide you with useful information about our policies, procedures and benefits.

Revised January 2025

PURPOSE OF THE HANDBOOK

This Team Member Handbook (the “Team Member Handbook”) is intended to provide Team Members with basic information regarding the policies, procedures and benefits of St. Joe Resort Operations, LLC and The St. Joe Company (collectively referred to as the “Company”) and Team Members are expected to become familiar with it. This Team Member Handbook applies universally to the Team Members employed by St. Joe Resort Operations, LLC and The St. Joe Company. This Team Member Handbook is considered a summary and is not a contract of employment. Many items covered here may be covered in more detail in other Company documents, which documents are controlling.

The Company complies with all applicable state, federal, and local laws. Should any policy or provision contained in the handbook violate applicable state or local law, the Company will comply with the applicable state, federal, or local law.

Please address any questions about these policies, procedures, and benefits to Human Resources, also known as Talent, Leadership, and Culture Department in Hospitality (“TLC”).

CHANGES IN POLICY

The Company expressly reserves full discretion and the right to modify, supplement, amend or withdraw any of the provisions of this Team Member Handbook at any time without advanced notice and to make exceptions to the policies described where it is deemed appropriate by the Company.

Changes made to the Team Member Handbook will be posted through the Paycom Learning System. Team members should also check with their manager or TLC to obtain current information regarding the status of any particular policy or procedure. It is the team member’s responsibility to review the Team Member Handbook periodically to determine whether any changes have been made and to ensure you comply with the most recent up-to-date policy or procedure applicable to your employment with the Company.

EMPLOYMENT RELATIONSHIP

Unless you have a written employment contract signed by an authorized Company representative stating otherwise, your employment is “at-will.” This means that both you and the Company are legally free to terminate your employment at any time and for any reason, with or without prior notice, except as prohibited by applicable law. No contrary statement by any company Team Member, manager, or agent shall have any force or effect, unless it is in writing, states that it is a “Contract of Employment,” and is signed by the Company’s President and Chief Executive Officer. This Team Member Handbook is intended as a guideline and does not alter the employment-at-will relationship or create any contractual rights.

NOTHING IN THIS TEAM MEMBER HANDBOOK IS INTENDED TO CREATE, NOR SHOULD IT BE INTERPRETED TO CREATE, A LEGAL CONTRACT OR AGREEMENT BETWEEN THE COMPANY AND ANY OR ALL OF ITS TEAM MEMBERS. THIS DISCLAIMER TAKES PRECEDENCE OVER ANY STATEMENT IN THESE POLICIES OR EARLIER POLICIES. THE COMPANY RESERVES THE RIGHT TO AMEND, ALTER OR MAKE EXCEPTIONS TO THIS TEAM MEMBER HANDBOOK AT ANY TIME.

QUESTIONS OR CONCERNS

If you have any questions or concerns regarding the meaning or application of any policy, contact your manager or TLC. With any questions or concerns, you may contact a toll-free, 24-hour TLC Team Member Hotline (**866-STJOEHR**). This confidential reporting hotline has been set up for you to use should you have concerns or issues to report and do not feel comfortable discussing them with your manager.



Dear St. Joe Team,

The St. Joe Company has proudly conducted its business over the years in accordance with the highest ethical standards and values. It is important that all Company Team Members understand and continue that tradition. We believe this Team Member Handbook will offer guidance to all of us so we can continue to uphold our values and further our pursuit of excellence.

This Team Member Handbook is divided into the following six sections:

- Introduction;
- Employment Information;
- About Your Pay;
- Your Benefits Program;
- Company Policies; and
- Some Things You Should Know.

We think that you will find this Team Member Handbook to be a valuable resource. Please take time to review and acquaint yourself with the policies and procedures herein and learn about the many valuable services that are available to you.

Our reputation is in the hands of all of us. Let's continue to demonstrate integrity and honesty – the hallmark of the way in which we have come to conduct Company business. Thank you all for your commitment.

The St. Joe Company

Jorge Gonzalez

President, Chief Executive Officer and Chairman of the Board

Table of Contents

PURPOSE OF THE HANDBOOK	ii
CHANGES IN POLICY	ii
EMPLOYMENT RELATIONSHIP	ii
QUESTIONS OR CONCERNS	iii
INTRODUCTION.....	8
ABOUT OUR TEAM MEMBERS.....	8
ORIENTATION	8
HOURS OF WORK.....	8
INTRODUCTORY PERIOD	9
CODE OF BUSINESS CONDUCT & ETHICS POLICY	9
EMPLOYMENT INFORMATION	12
EQUAL OPPORTUNITY EMPLOYER	12
ACCOMMODATING TEAM MEMBERS WITH DISABILITIES	13
RELIGIOUS ACCOMMODATIONS	14
PREGNANCY ACCOMMODATIONS	14
ACCOMMODATIONS FOR NURSING MOTHERS.....	15
HARASSMENT PREVENTION	15
EMPLOYMENT SCREENING	19
EMPLOYMENT STATUS.....	19
PERSONNEL RECORDS AND CHANGES	20
EMPLOYMENT OF RELATIVES	21
OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST	22
OFF-DUTY CONDUCT	22
JOB POSTING	23
PROMOTIONS AND TRANSFERS	23
TERMINATIONS	23
EMPLOYMENT REFERENCES	25
REHIRING FORMER TEAM MEMBERS.....	25
ABOUT YOUR PAY	26
WORK WEEK	26
OVERTIME	26
PAY PRACTICE POLICY	26
GARNISHMENT & WAGE ASSIGNMENTS.....	27

RECORDING TIME WORKED	27
PAY PERIODS	30
WAGE AND SALARY ADJUSTMENTS.....	31
DISASTER PAY	31
SUPPLEMENTAL PAY	31
PAY ADVANCES.....	32
PAY UPON TERMINATION OF EMPLOYMENT.....	32
YOUR BENEFITS PROGRAM	32
GENERAL INFORMATION	32
GROUP INSURANCE PROGRAM.....	33
CHANGES TO BENEFITS DURING PLAN YEAR.....	33
SECTION 125/PRE-TAX PREMIUMS.....	34
CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA).....	34
PAID TIME OFF (PTO)	34
HOLIDAY BENEFIT	37
BEREAVEMENT LEAVE	38
LIFE AND DISABILITY INSURANCE.....	39
JURY/WITNESS DUTY LEAVE	39
TEAM MEMBER DEVELOPMENT.....	39
EDUCATION REIMBURSEMENT	40
SEMINARS, CERTIFICATIONS, LICENSING.....	41
MILITARY/UNIFORMED SERVICES LEAVE (NON-FMLA)	41
LEAVES OF ABSENCE	42
PTO DONATION POLICY	43
PERSONAL/NON-FMLA MEDICAL	43
DOMESTIC VIOLENCE	44
FAMILY AND MEDICAL LEAVE ACT (“FMLA”) AND MILITARY FAMILY MEMBER LEAVE POLICY	45
RETIREMENT & SAVINGS PLAN 401(K)	54
TEAM MEMBER REFERRAL BONUS	54
UNEMPLOYMENT COMPENSATION	55
COMPANY POLICIES	55
ATTENDANCE AND LATENESS	55
DRUG-FREE WORKPLACE.....	56
PERFORMANCE EVALUATION	64

WORKPLACE SAFETY AND HEALTH.....	64
WORKERS' COMPENSATION.....	66
SMOKE/VAPE-FREE WORKPLACE	66
COMPLAINT RESOLUTION PROCEDURE (OPEN DOOR POLICY).....	66
TEAM MEMBER COMPLAINT PROCEDURE FOR ACCOUNTING AND AUDITING	67
APPEARANCE AND UNIFORM STANDARDS	68
COMMUNICATION WITH ANALYSTS AND INVESTORS.....	75
INSIDER TRADING	75
USE OF COMPANY NAME, CHARACTERS & SYMBOLS	76
INCIDENT REPORTING AND RISK MITIGATION POLICY	76
DISASTERS AND INCLEMENT WEATHER.....	77
BUSINESS TRAVEL EXPENSES.....	77
COMPANY CREDIT CARDS.....	77
PERSONAL VEHICLES ON COMPANY BUSINESS	81
USE OF COMPANY VEHICLES	82
EMPLOYER PROVIDED TRANSPORTATION	85
COMPANY PROPERTY/ INTELLECTUAL PROPERTY.....	86
SECURITY.....	87
SOLICITATIONS/DISTRIBUTION	87
WORKPLACE VIOLENCE AND WEAPONS	88
INFORMATION SYSTEMS – ACCEPTABLE USE & SECURITY POLICY	88
SOCIAL MEDIA POLICY	111
CONFIDENTIAL INFORMATION	113
RULES OF CONDUCT	113
SOME THINGS YOU SHOULD KNOW.....	117
CUSTOMER/GUEST/MEMBER RELATIONS	117
PERSONAL TELEPHONE CALLS AND VISITS.....	117
PERSONAL PROPERTY	118
VOTING.....	118
BULLETIN BOARDS	118
PARKING	118
MEAL/BREAK PERIODS	118
ANTI-HUMAN-TRAFFICKING POLICY	119
SUMMARY AND CLOSING WORDS	121

INTRODUCTION

ABOUT OUR TEAM MEMBERS

- Every Team Member will be given equal treatment in all human resources activities consistent with their capabilities - without regard to race, color, sex, marital status, age, religion, disability, national origin, sexual orientation or any other legally protected characteristic.
- Team Members are encouraged to openly discuss any matter concerning his or her employment with Company management.
- All Team Members of the Company share a mutual interest in working together as a team to benefit the Company and serve our customers.

ORIENTATION

Once hired, each Team Member will participate in an orientation program.

Company Orientation: An orientation program will be scheduled to acquaint you with important programs and policies of the Company. At this session, you will have the opportunity to ask any questions that you may have concerning your employment and the Company's, policies, procedures, and benefits.

Position Orientation: When you start work, you will want to know what your responsibilities are. To help you perform your job in the correct manner, job instructions will be provided. Your manager is an experienced person who will give you the opportunity to learn the best and most efficient way of doing your work.

HOURS OF WORK

Working hours and schedules may vary according to the type of work performed and the location in which you work. Each location has established core office hours during which Team Members are expected to work. However, hours worked may be extended or reduced at management's discretion, based upon business circumstances.

Hours of work are established by the location management. Managers are responsible for following the scheduled hours as closely as possible.

INTRODUCTORY PERIOD

Every new Team Member is considered to be in an introductory period for the first 90 calendar days following his or her date of hire. This time is for you to evaluate the Company, for the Company to evaluate you and to allow both you and your manager to become acquainted with each other. During the introductory period, your manager will review your quality and quantity of work, attendance and punctuality, and assess your suitability for the job you have been hired to perform.

The introductory period may be extended by the Company as necessary. Should you fail to complete the introductory period successfully, you will be discharged. Successful completion of the introductory period does not affect the “at-will” nature of employment or create an expectation of continued employment. The Company reserves the right, and you have a similar right, to terminate your employment with or without cause at any time and for any reason.

CODE OF BUSINESS CONDUCT & ETHICS POLICY

The Company has adopted a Code of Business Conduct & Ethics (the “Code”) to ensure that its business is conducted according to the highest legal and ethical standards. The full Code is posted on the Company’s public website and the Paycom Learning System, and a copy can be obtained from TLC or the Legal department free of charge. Each Team Member is required to read, understand, and abide by the full Code.

The following is only a brief list of actions **prohibited** by the Code:

- Use of the Company’s business relationships to obtain special services, discounts, or similar personal benefits for yourself or your family members.
- Acceptance of tangible gifts with a market value over \$100 or gifts in the form of cash or marketable securities.
- Performance of outside work:
 - a) that competes with the Company or interferes with your employment,
 - b) during Company hours, or
 - c) with the use of Company equipment, materials, vehicles or other property.

- Acceptance of a position on the board of directors of another organization without first obtaining approval from the Company's Chief Legal Officer.
- Personal use or allowing any family member to use Company property, information or position, or any business opportunity reasonably related to the Company's business, for you or your family members' personal gain, without prior approval.
- Use of Company facilities, materials, equipment, information and assets for any unauthorized purpose.
- Inappropriate/unauthorized disclosures of the Company's confidential information.
- Answering questions on the Company's behalf from the media, analysts, investors, or other third parties.
- The use, or disclosure to others for use, of nonpublic information to buy or sell the securities of any company, including the St. Joe Company.
- Trading the St. Joe Company stock within two business days after the Company issues a press release or files a report with the Securities and Exchange Commission that discloses previously nonpublic material information.
- Entering into any transaction in Company stock without first obtaining the required pre-approvals if you are a director, executive officer, executive team member, member of the finance or legal department, or member of the financial reporting staff, and have been notified that this requirement applies to you.
- Fraudulently influencing, coercing, manipulating, or misleading the independent accountants auditing the Company's financial statements.
- Offering anything of value to obtain an improper advantage in dealings with the government or contributing Company funds for political purposes at any government level without prior approval.

- Providing business associates or customers with entertainment or gifts if it might look improper, violate the law, or violate the recipient's company policies.
- Violation of the law.

The following is a brief list of actions **required** by the Code:

- Disclose if you use Company subcontractors or suppliers on a personal basis to the Chief Legal Officer.
- Avoid and disclose any situation where your personal or outside financial interests may appear to conflict with the Company's interests or your judgment as a Team Member.
- Report conduct that causes you to question the integrity or accuracy of the Company's internal accounting controls, disclosures or financial reporting.
- Always enter data into financial, accounting and related records with reasonable accuracy and detail, in accordance with approved accounting practices.
- Disclose any outside employment.

Purpose:

The Code is presented to assist you in guiding your conduct and to enhance the reputation of our Company. The provisions of the Code apply to you, your spouse and members of your immediate family. In addition, it covers any partnership, trust, or other entity controlled by you, your spouse or members of your immediate family.

Administration:

1. The Company intends to enforce the provisions of the Code vigorously. Violations could lead to sanctions, including termination of employment, as well as civil and criminal liability in some cases.
2. You will be requested to complete a disclosure statement at the time of hire and to update it periodically as your

investments or outside employment status changes or as the Company policies are updated.

3. Questions about how to interpret the Code should be directed to the Company's Chief Legal Officer as described in the Code of Conduct.
4. If you know of or suspect any illegal or unethical conduct, or any other violation of the Code, you should promptly report this to the Chief Legal Officer or anonymously to the toll-free hotline as described in the Code of Conduct.
5. **There will be no retaliation against Team Members who report in good faith actual or suspected Code violations. Anyone who attempts to retaliate will be subject to disciplinary action, up to and including termination.**

EMPLOYMENT INFORMATION

EQUAL OPPORTUNITY EMPLOYER

The Company is an equal employment opportunity employer and complies with all federal, state, and local discrimination laws and fair employment practices. The Company strictly prohibits and does not tolerate discrimination against Team Members, applicants, or any other covered persons because of race, creed, color, national origin, ancestry, religion, age, gender, gender identity or expression, genetic information, sex, pregnancy, childbirth or related medical conditions, marital or familial status, sexual orientation, physical or mental disability, citizenship, past, current or prospective service in the uniformed services, and any other status protected by applicable federal, state or local law. All Company Team Members and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including but not limited to hiring, benefits, transfers, compensation, promotion, discipline, termination of employment, layoffs, return from layoffs, as well as educational, recreational and social programs.

All Team Members are expected to comply with this policy and to report any suspected violations of this policy to TLC. We require that all our Team Members and managers understand and practice equal employment opportunity. Acts of discrimination, including unlawful harassment, will not be tolerated. Those who violate this policy will be subject to disciplinary action, up to and including termination of employment.

If you are subjected to any conduct that you believe violates this policy, you must promptly contact your direct manager. If you are uncomfortable doing so, please inform TLC so that appropriate action may be taken. A TLC Team Member Hotline (**866-STJOEHR**) has been established to allow confidential 24-hour reporting. The Company will directly and thoroughly investigate the facts and circumstances of all claims of perceived discrimination and will take prompt corrective action, if appropriate.

No one will be subject to, and the Company prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reports of complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations. Any Team Member, regardless of position or title, whom TLC determines has subjected an individual to discrimination or retaliation in violation of this policy, will be subject to disciplinary action, up to and including termination of employment.

ACCOMMODATING TEAM MEMBERS WITH DISABILITIES

The Company complies with the Americans with Disabilities Act (ADA), as amended, the Florida Civil Rights Act of 1992, and all applicable state and local laws in ensuring equal opportunity and employment for qualified persons with disabilities. Consistent with those requirements, the Company will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. All employment practices, terms, and conditions of employment and privileges of employment are conducted on a non-discriminatory basis.

Team Members who believe they need an accommodation, should inform his or her manager or TLC, preferably in writing. Upon receipt of an accommodation request, the Company will engage in an interactive dialogue with the Team Member to determine the precise limitations of your disability and explore potential reasonable accommodations. The Company is not required to provide the specific accommodation requested by the Team Member and may provide an alternative, effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company. The Company makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. All employment decisions are based on the merits of the situation in accordance with applicable job criteria, not the disability of any individual.

Individuals will not be retaliated against for requesting an accommodation in good faith. The Company expressly prohibits any form of discipline, reprisal, intimidation, or retaliation for requesting an accommodation in good faith.

If a Team Member has questions regarding this policy or believes that he/she has been subjected to conduct that violates this policy, they should immediately notify their manager or TLC. All such inquiries will be treated as confidentially as possible without impeding the investigation process.

RELIGIOUS ACCOMMODATIONS

The Company complies with Title VII of the Civil Rights Act of 1964, the Florida Civil Rights Act of 1992, and all local fair employment practices laws, and is committed to providing equal employment opportunities to all individuals, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company will provide a reasonable accommodation of a Team Member's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Company.

Team Members who believe they need an accommodation, should inform their manager or HTLC, preferably in writing. Upon receipt of a request, the Company will engage in a dialogue with you to explore potential accommodations. However, the Company is not required to provide the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on the Company. The Company makes determinations about religious accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation.

The Company may ask you to provide additional information about your religious practices or beliefs and the accommodation requested. If you fail to provide the requested information, your request for accommodation may be denied.

Individuals will not be retaliated against for requesting an accommodation in good faith. The Company expressly prohibits any form of discipline, reprisal, intimidation, or retaliation for requesting an accommodation in good faith.

PREGNANCY ACCOMMODATIONS

The Company complies with employment laws applicable to mothers and expectant mothers, including the Family and Medical Leave Act, Pregnancy Discrimination Act, Americans with Disabilities Act, the Pregnant Workers Fairness Act, and applicable state laws. The Company will consider

reasonable accommodations for pregnancy, childbirth and known medical conditions and limitations related to pregnancy and childbirth if requested by a Team Member and agreed upon by the Company.

Team Members that require accommodation(s) for pregnancy, childbirth, or known medical conditions or limitations related to pregnancy or childbirth shall make the request to their immediate manager or TLC, who will work with them to determine any effective reasonable accommodation(s). Reasonable accommodations may include a transfer to a temporary position if available. An accommodation(s) may not be reasonable where it poses an undue hardship on the Company.

The Team Member may be required to provide documentation from her physician to support the need for the reasonable accommodation(s). Documentation may include the medical justification for the requested accommodation(s), a description of the reasonable accommodation(s) that is medically advisable, the date the reasonable accommodation(s) became medically advisable, and the probable duration of the reasonable accommodation(s).

The Company prohibits discrimination, harassment, and retaliation against applicants and Team Members for requesting and/or using accommodation(s). If an applicant or Team Member experiences such prohibited conduct, they must file a complaint with the Company as set forth in the Company's policies.

ACCOMMODATIONS FOR NURSING MOTHERS

The Company recognizes the importance and benefits of breastfeeding for both mothers and their infants and will make private space available for lactation purposes and will provide a lactation break period. Eligible Team Members should notify their direct manager of the frequency, timing, and duration of lactation breaks needed. The Company will not tolerate any form of discrimination or harassment directed toward nursing mothers. Team Members with complaints or questions regarding this policy should contact TLC.

HARASSMENT PREVENTION

Pursuant to federal law and applicable state law, it is the policy of the Company that all Team Members have the opportunity to work in an atmosphere and environment free from any form of harassment or retaliation on the basis of any protected category, including, but not necessarily limited to, race, creed, color, religion, age, gender, gender identity or expression,

pregnancy, genetic information, national origin, ancestry, citizenship, sex, sexual orientation, or physical or mental disability, past, current, or prospective service in the uniformed services, marital status, actual or perceived infection with acquired immune deficiency syndrome (AIDS), an AIDS-related complex, or human immunodeficiency virus (HIV), membership or non-membership in a labor union or organization, possession of a sickle-cell trait, or any other characteristic protected under applicable federal, state, or local law

In keeping with that policy, the Company strictly prohibits and will not tolerate harassment of any kind by or towards any Team Members or applicants for employment.

“Harassment” is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, religion, color, age, gender, national origin, sex, veteran status, or protected disability, or that of his or her relatives, friends, or associates, and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- Has the purpose or effect of unreasonably interfering with an individual’s work performance.
- Otherwise adversely affects an individual’s employment opportunities.

Examples of harassing conduct can include, but are not limited to, the following:

- Use of epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to person’s race, creed, color, religion, age, gender, gender identity or expression, genetic information, national origin, sex, sexual orientation, uniform service, veteran status, protected disability (including pregnancy), and any other category protected under federal or state law.
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, creed, color, religion, age, gender, gender identity or expression, genetic information, national origin, sex, sexual orientation, uniform service, veteran status, protected disability (including pregnancy), and any other category protected under federal or state law and that is placed on walls, bulletin boards, or elsewhere on Company premises, or circulated in the workplace.

- Verbal or nonverbal innuendoes that relate to or reflect negatively upon someone because of their race, creed, color, religion, age, gender, gender identity or expression, genetic information, national origin, sex, sexual orientation, uniform service, veteran status, protected disability (including pregnancy), and any other category protected under federal or state law.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature, as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature when any of the following is true:

- Submission to the advance, request, or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as a basis for employment decisions.
- Such advances, requests, or conduct have the purpose or effect of substantially or unreasonably interfering with a Team Member's work performance by creating an intimidating, offensive, or hostile work environment.

Conduct which could rise to the level of sexual harassment can include, but is not limited to:

- Verbal—sexual innuendo, derogatory statements, suggestive comments, insults, threats, jokes about gender-specific traits, or sexual propositions.
- Nonverbal—making suggestive or insulting noises, leering, whistling, or making obscene gestures.
- Physical—touching, pinching, brushing the body, coercing sexual intercourse, or assault.
- Visual—displaying sexually suggestive posters, cartoons, or drawings, sending inappropriate adult-themed gifts or images.

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated. Harassment is prohibited both at the workplace and at employer-sponsored events.

Any Team Member, regardless of position or title, whom TLC determines has subjected an individual to harassment or retaliation in violation of this policy will be subject to disciplinary action up to and including termination of employment.

If you are subjected to any conduct that you believe violates this policy, you must promptly contact your direct manager. If you are uncomfortable doing so, please inform TLC so that appropriate action may be taken. A TLC Team Member Hotline (**866- STJOEHR**) has been established to allow confidential 24-hour reporting. The Company will directly and thoroughly investigate the facts and circumstances of all claims of perceived discrimination and will take prompt corrective action, if appropriate. No one will be subject to, and the Company prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reports of complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations.

Any Team Member who observes conduct by another Team Member which he or she believes to be harassing, retaliatory, or discriminatory must report such conduct as outlined above. You can raise concerns and make reports without fear of retaliation.

No one will be subject to, and the Company prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim, or cooperating in related investigations.

Reports will be treated confidential to the extent possible, without impeding the ability of the Company to conduct a discreet and thorough investigation. The Company will notify the complaining party of the outcome of the investigation. Any person employed by the Company who is found to have violated this policy will be subject to appropriate disciplinary action up to and including termination. Further, any Team Member who engages in conduct that violates this policy, or whose conduct would violate this policy if allowed to continue, is subject to disciplinary action, up to and including termination. Retaliation or discrimination against any Team Member for reporting harassment or complaining about harassment is prohibited. Such misconduct will result in disciplinary action up to and including termination. Any Team Member that knowingly makes a false report of harassment or discrimination will be subject to disciplinary action up to and including termination.

If you have any questions concerning this policy, please contact your manager or TLC immediately. With your assistance we can continue to make the Company a comfortable and productive place of employment for both you and your coworkers.

The Company's Harassment Prevention Policy is part of the Company's commitment to preventing and correcting discriminatory and harassing conduct in the workplace. This policy is administered in conjunction with the Company's Equal Employment Opportunity Policy and Complaint Procedure "Open Door Policy", found on the Paycom Learning System, and all complaints will be investigated and handled in line with those policies.

We trust that all Team Members will act in a responsible and professional manner to establish a pleasant working environment free of discrimination and harassment.

EMPLOYMENT SCREENING

After receiving a conditional offer of employment, all prospective new Team Members will be tested for the presence of drugs and will be subject to a criminal background check, credit report, driver's license check, reference check or other appropriate screening as part of the application process. Employment is contingent upon your passing a pre-employment drug screening, and background check, and having an acceptable driver's license history, if applicable to the job.

Team Members at the level of Manager, Director and above; Accounting/Finance Team Members at the level of manager and above and Spa Team Members, will be subject to a criminal background check on an annual basis. In addition, those Team Members may also be subject to an annual credit check.

EMPLOYMENT STATUS

FULL-TIME

Team Members that regularly work 30 hours or more per work week

PART-TIME

Team Members that regularly work fewer than 30 hours per work week

SEASONAL

Exempt or non-exempt Team Members in a position hired during peak business periods tied to specific seasons or events with no specific end date.

TEMPORARY

Team Member in a position hired for a limited period typically for a year or less with a specific end date.

INTERN

Temporary work assignment or curriculum-based assignment recognized as temporary work.

EMPLOYMENT CLASSIFICATION

The Company designates each Team Member as either exempt or nonexempt in compliance with applicable federal, Florida, and local law.

EXEMPT

Team Members in certain executive, professional, sales, and/or certain administrative positions, along with some computer professionals, are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act. Exempt Team Members are paid on a salary or fee basis on their normal pay cycle. Exempt Team Members are expected to work the hours required to accomplish their duties, even if it exceeds their normal workweek. Exempt Team Members will not receive overtime pay.

NON-EXEMPT

All Team Members not identified as exempt are considered non-exempt. Non-exempt Team Members are eligible for overtime. Overtime will be paid at the rate of 1.5 times the Team Member's regular rate of pay for all hours worked over 40 in a workweek, as required by applicable federal, Florida, and local law. (See page 16 for restrictions). Any Team Member that does not work during a concurrent 30-day time period will be terminated based on inactivity, unless an approved leave of absence has been documented with TLC Department.

The classification of a Team Member does not affect the "at-will" nature of employment. Either party shall be free to terminate the employment relationship at any time for any reason.

If you have any questions concerning your status or the benefits for which you qualify, please contact your manager or TLC.

PERSONNEL RECORDS AND CHANGES

The Company maintains a personnel record for each Team Member. Personnel files are confidential and are the property of the Company. Access is generally limited.

Individuals actively employed with the Company may review his or her own personnel file by making an appointment with TLC. The Company may impose restrictions upon this review, including having an observer present during the review.

It is the policy of the Company to maintain confidential records of your work history and eligibility for benefits. From time to time, the Company may receive inquiries from third parties about current or former Team Members, such as banks verifying employment for a mortgage or personal loan application, prospective employers verifying employment or references listed on a former Team Member's job application or government agencies. All such requests, whether written or oral, should be directed to TLC. Employment or payroll information should not be released by anyone outside of TLC or the Legal Department.

Be sure to notify TLC if you change your beneficiaries, address or telephone number, marital status, or add new dependents since this information can affect coverage in any Team Member's benefit programs for which you may be eligible. Any such changes that affect such benefits must be reported to TLC within 30 calendar days of the date of such change or the change may not be able to be affected. Please refer to the Company's Benefits Summary for more detail.

EMPLOYMENT OF RELATIVES

Employment of relatives is encouraged. However, Team Members who are related or involved in a romantic relationship may not work in the same department, report to each other, have control over that person's employment (such as hiring, promotion, salary administration, termination decisions, work responsibilities, performance evaluations, or compensation), or be assigned to positions in operating elements or departments that would compromise internal controls of the Company, the confidentiality of proprietary information, or create any other potential conflict of interest.

Relatives, for employment purposes, are considered to be: spouse, parents, grandparents, sisters, brothers, children, uncles, aunts, nieces, nephews and cousins (including in-laws, foster or step).

If the relative or romantic relationship is established during employment, you must disclose to the Head of TLC any actual or potential conflict with this policy. If a situation develops that is prohibited by this policy, one of the Team

Members must change departments (if the Company determines in its sole discretion that the person is qualified for an available job opening) or resign within 30 days. The Company will decide who is to be transferred to another opening, if suitable and available, or who will remain with or terminate from the Company.

OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

Please remember that your job with us is primary. Outside employment can interfere with work hours, job performance and quality of service to our customers as well as any meetings requiring your attendance. Furthermore, you may not directly or indirectly maintain any outside job, business, or financial interest or engage in any outside job business, or financial activity that conflicts with the interests of the Company.

The Company does not impose restrictions on the use of personal time, activities or business affairs outside of working hours, except in those cases which may be deemed to conflict with the Company's business interests or reflect poorly on its image. Therefore, should you find it necessary to work a second job, you are required to discuss the issue with your manager in advance to avoid a possible conflict and be sure that it would not create a scheduling problem. The Head of TLC must approve of the outside employment. Please refer to the Code for other potential conflicts.

OFF-DUTY CONDUCT

Off-duty conduct will be considered a work-related matter subject to discipline if it:

- Harms the Company's reputation or products;
- Has consequences that render you unable to perform your job or any part of your job effectively;
- Leads other workers to refuse or be reluctant to work with you;
- Is illegal and job-related or makes you unfit for your job;
- Makes it difficult for the Company to manage its operations and/or direct its workforce efficiently.

Nothing in this policy is intended to restrict or interfere with any Team Member's federal or state labor law rights, including all rights under the National Labor Relations Act, or any whistleblower protections under federal or state law.

JOB POSTING

The Company supports the practice of promoting from within whenever suitable internal candidates are available. It also believes that Team Members are responsible for their own career development. To assist in both of these processes, the Company may post job vacancies on its website and solicit outside applicants at the same time. The Company may elect to promote or transfer any Team Member to a new position, or hire an outside applicant, with or without posting the position.

PROMOTIONS AND TRANSFERS

When job openings present opportunities for advancement, an effort will be made to fill the position from within the Company. However, the Company may simultaneously start an outside search. A promotion/transfer will be based on such factors as quality and quantity of work, prior job performance, experience, educational background, attendance, personal safety record, the ability to work well with others and contributions made to the team.

In order to be eligible for consideration, a Team Member must meet the following criteria:

1. Have generally been in his/her position for at least 6 months, dependent on level within the organization,
2. Have had no disciplinary actions within the past ninety (90) days,
3. Have notified their manager of their intent to apply for an internal position and obtain his/her approval.

If you would like to be considered for a job opening, you should apply online via the Company website.

If you are applying for a lateral transfer, the Company may deny your request in order to accommodate business necessity. Furthermore, based on business necessity, the Company may require you to transfer to a different job.

TERMINATIONS

It is the policy of the Company that your employment is “at-will” unless subject to a specific signed written contract specifying employment for a particular term.

“Employment-at-will” means that you may be terminated at any time and for any reason. Either you or the Company may terminate the employment relationship for any reason, except as may be prohibited by law. Neither Company policies or practices nor this Team Member Handbook waive any Team Member’s at-will employment status in any way.

Termination is defined by category and action to be taken as follows:

- a) Resignation - when the termination is voluntary on the part of the Team Member, a two-week written notice is expected. Team Members have the right to terminate their employment at any time. Accrued PTO time may not be used to complete the resignation notice period.
- b) No Call/No Show - absence without timely notice to appropriate management is considered resignation without notice. Accrued PTO time may not be used to complete the resignation notice period.
- c) Probationary Release - this is a termination that results during the introductory period when a Team Member may not be suited for the type of work or may lack the qualifications necessary to perform the job.
- d) Lay-off - results when no work is available for the Team Member.
- e) Retirement - Team Member may retire upon notifying his/her manager no less than 30 days prior to the proposed retirement date.
- f) Discharge - The Company reserves the right at any time to terminate employment with or without cause. A Team Member who is discharged is usually not subject to rehire.
- g) Return to School – results when Team Member leaves employment and returns to school.

Upon termination, Team Members are required to:

1. Return all Company property: identification badges, keys, tools, portable radios/phones, computers, documents and files, credit cards, uniforms, and other company property.
2. Satisfy all financial obligations to the Company.

Team Members who resign or are discharged will generally not be eligible for bonus pay, incentive pay, or any other additional compensation, all of which are deemed earned when paid, unless they are actively employed on the day that such compensation is paid to all eligible Team Members/participants, as applicable.

Most benefits cease on the day of termination of employment. Health benefits may continue until the end of the month of termination with options to continue medical, dental, and Healthcare Flexible Savings Account coverage through COBRA. Notification of these options is generally provided within 30 days of termination. Team Members may receive their final paycheck on the next regularly scheduled payday. Final paychecks may be mailed to the Team Member's address on file or directly deposited to his/her account unless other arrangements are made.

EMPLOYMENT REFERENCES

When inquiries are received from third parties about current or former Team Members, the Company only releases information regarding dates of employment and most recent job title. As a general rule, the Company will not disclose more specific employment or payroll information without the individual's written authorization and release, unless the Company determines, in its sole discretion, that the release of such information is appropriate under the circumstances or is required by a court-ordered subpoena. Verbal or written employment references for former Team Members are not to be given by other Team Members. All inquiries by telephone or mail for references must be directed to TLC.

REHIRING FORMER TEAM MEMBERS

Former Team Members who left the Company due to resignation or layoff, but who had a satisfactory performance record while employed, are considered eligible for rehire after a review of their previous employment records, advance approval of management and successful completion of a criminal background check, drug screen and reference check. If you are rehired following termination you are considered a new Team Member and must serve an introductory period. Prior years of service might not be recognized for the purposes of some Team Member benefits and calculations.

ABOUT YOUR PAY

WORK WEEK

The work week begins on Saturday at 12:01 a.m. and ends on Friday at 12:00 midnight.

OVERTIME

Non-exempt (hourly) Team Member will be compensated at the rate of 1.5 times his/her rate of pay for time worked over 40 hours in a workweek. All hours that are to be worked in excess of your regular schedule must be authorized in advance by your manager. Team Members who work unauthorized overtime will be paid for such time worked; however, working overtime without advanced approval is a violation of Company policy and will result in disciplinary action, up to and including termination.

Overtime pay is based on hours actually worked, therefore, hours attributable to PTO, holidays, jury/witness duty, bereavement, military leave or any other reason, are not included in the calculation of overtime.

Occasionally, overtime may be required due to business necessity. We are confident that all Team Members will cooperate to the fullest extent when overtime hours are required.

Exempt Team Member (salaried - management/manager/professional) will not receive overtime pay. There will be times when working extra hours will be required.

If you believe that you have not been compensated for all hours worked, including overtime pay you believe you are owed, you must immediately report your concerns to TLC.

PAY PRACTICE POLICY

It is our policy and practice to compensate Team Members accurately and in compliance with all applicable state and federal laws. Mandatory deductions from pay, including for Social Security (FICA), Medicare, and federal income taxes, will be withheld in accordance with applicable federal and/or state law. Additionally, mandatory garnishments and liens that are required by court order, such as child support payments, tax liens or creditor liens, may be withheld in accordance with applicable law. If an error should occur, upon notice, the Company will work to correct it promptly and completely.

Team Members are expected to review each pay stub upon receipt to ensure its accuracy. If you have any questions or believe a mistake has been made, please bring it to the attention of TLC immediately.

Exempt Team Members Certain positions at the Company have been designated as exempt under the Fair Labor Standards Act (FLSA). The Company prohibits deductions from an exempt Team Member's salary except as allowed by the FLSA. If a Team Member is aware of improper deductions from his/her salary, this violation should be reported immediately to their manager. All reported or suspected improper deductions from an exempt Team Member's pay will be promptly and thoroughly investigated. If the Company determines that improper deductions were made from an exempt Team Member's salary, the Company will promptly reimburse the Team Member the amounts improperly deducted. The Company will also ensure that improper deductions from pay do not occur in the future.

Questions, Complaints, and Reporting Errors If you have questions about deductions or any other issues regarding the accuracy of your pay, please contact TLC at **866STJOEHR**. TLC has the specific responsibility to investigate every error reported and to correct every error made.

GARNISHMENT & WAGE ASSIGNMENTS

You are expected to be responsible for your own financial affairs and budget your expenses wisely. Voluntary assignments of pay will not be honored. Current laws will be followed in honoring garnishments.

RECORDING TIME WORKED

Team Members must complete a time record that accurately reflects all hours worked each week. Time records allow for accurate accounting of Team Member benefits and hours worked for computing pay and overtime for non-exempt Team Members.

Time reporting must be submitted by the deadlines set by the Company in order to avoid delayed payment. If you make an error on time reporting records or forget to record in or out times, you must report it to your manager immediately. You and your manager must correct the record.

You are responsible for informing your manager of any absences as far in advance as possible. This includes paid time off, jury/witness duty, military leave, leave of absences, FMLA, bereavement leave, etc.

Team Members must report the actual times worked (hour and minute) through the Time and Labor System.

A. Time Clock and Electronic System Procedures. Team Members who are required to use time clocks or electronic systems to record their time must observe the following rules:

- Team Members generally log into their electronic system four times daily: at the beginning and end of the workday and at the beginning and end of the meal period. Team Members must also clock or log out for any break of more than 20 minutes.
- Team Members must be ready to work as soon as they clock in. If more than five minutes elapse between the time a Team Member clocks or logs in and the time he or she begins working, the Team Member must alert his or her manager.
- Team Members must not work before clocking or logging in or after clocking or logging out. Team Members who perform any work before clocking or logging in or after clocking or logging out must alert their manager as soon as possible.
- Team Members are forbidden to clock or log in or out for another Team Member. Before clocking or logging in or out, Team Members should verify they are using the correct sign in or Team Member time entry code. Team Members who clock or log in or out for another Team Member will be subject to discipline up to and including termination.
- Team Members should accurately record any PTO on their time record in the system each week.
- At the end of the scheduled pay period, Team Members must review their electronic time information for accuracy, and sign or enter an electronic attestation that they are true and correct. Do not sign your timecard or make the required electronic attestation unless you are sure all your time, including your statement that you received all required meal and rest periods, is accurate and complete.

B. Corrections or Modifications. If, after submitting your time record, you believe a correction or modification is necessary, you must notify your manager immediately and submit a Punch Change in Paycom. Your manager will review your time record with you as soon as

possible. After you and your manager have both verified the accuracy of the corrections or modifications, both you and your manager must approve the changes to the record. If, for any reason, you continue to believe that your time record is not correct, or if you believe your manager has in any way caused you to not record your hours accurately, you must notify TLC directly. Under no circumstances will any Team Member suffer any form of retaliation for reporting any time reporting issue.

To avoid having to make corrections or modifications to your time record, you should carefully review each electronic time record for accuracy and completeness before signing or attesting to and submitting it to your manager. You must also carefully review and approve all pay statements in Paycom to identify any errors or discrepancies before each payroll date. If you notice a discrepancy on your pay statements, you should immediately notify TLC.

IMPORTANT NOTE REGARDING ACCURATE TIMEKEEPING. Accurately recording Team Members' working hours is a serious matter. Accurate recordkeeping is required by law and is necessary for the Company to ensure all Team Members are paid correctly. The following actions are considered extremely serious offenses that will not be tolerated by the Company:

- under-reporting hours (i.e., reporting fewer hours than actually worked)
- over-reporting hours (i.e., reporting more hours than actually worked)
- falsifying signatures or other information on a time record
- tampering with Employer's time clock or other timekeeping system
- tampering with other Team Members' time sheets / timecards
- clocking or logging in or out on for another Team Member
- encouraging or coercing other Team Members to misrepresent hours worked
- working "off-the-clock" (i.e., working but not reporting hours)

It is your responsibility to accurately report all the time you work. You may not begin working until you have clocked or logged in. Working “off the clock” for any reason is considered a violation of Company policy. If you forget to record your time or clock or log in or out, or if you believe your time records are not recorded accurately, you submit a Time Punch Correction to correct your timecard. If you have any issues, notify a manager immediately to verify approval so your time can be accurately recorded for payroll purposes.

No manager has the authority to require, permit, or ask any Team Member to work “off-the-clock” or to work hours without reporting them. If you believe that a manager is requiring or asking you to work “off-the-clock,” or if you believe you have not been paid in full for all hours worked, you must immediately notify TLC or a manager.

Team Members found to have engaged in any of these prohibited activities are subject to immediate discipline, up to and including termination of employment. If anyone encourages or attempts to coerce you to misrepresent the number of hours you worked, you must immediately notify TLC or your manager.

- C. **Meal Periods.** Meal periods, when Team Members are completely relieved from duty, are not considered time worked. A Team Member is “completely relieved from duty” if he or she is not expected or required to perform any duties, whether active or inactive.
- D. **Exempt Team Members.** Exempt (salaried) Team Members are not eligible for overtime pay under the Fair Labor Standards Act. You must comply with the specific procedures for time reporting established by the TLC. If corrections are made to the time record, both you and the manager must verify the accuracy of the changes.

PAY PERIODS

Team Members are paid every other Friday. Payment is made for all work performed during the previous pay period.

You may have your pay directly deposited into your bank account if you provide advance written authorization to TLC. You will receive an itemized statement of wages when the Company makes direct deposits.

When a regularly scheduled payday occurs on a holiday you will normally receive pay on the last business day prior to the holiday.

Pay is carefully prepared, but errors can occur. If you think there is an error with your pay, report it to your manager immediately.

WAGE AND SALARY ADJUSTMENTS

It is the intent of the Company to maintain wages, salary rates and Team Member benefits that are competitive for similar work offered in our locations. Wages and salaries will normally be reviewed on an annual basis and salary adjustments made if approved. Wage and salary increases will be based upon individual performance, qualifications, applicable experience, present job knowledge, work ethic, and other appropriate criteria, not including length of service, and adjusted at the discretion of management.

DISASTER PAY

In the event management decides to close an office or location during regular working hours due to severe weather or other disasters, eligible Team Members will receive disaster pay for their regularly scheduled work hours.

Disaster pay is governed by the following guidelines:

1. Disaster pay will not go into the overtime calculation for the workweek.
2. If a Team Member is on a leave of absence, he or she shall not be eligible for disaster pay.
3. If a Team Member is on PTO, he or she shall not be eligible for disaster pay.
4. If the office is open and the Team Member elects not to come to work, he/she must use his/her PTO time for the absence. If no PTO time is available, the absence will be unpaid.

SUPPLEMENTAL PAY

Some jobs in our Company are eligible for various bonuses, commissions or incentives ("supplemental pay"). Depending on the program, payouts are at different intervals and are based on different criteria. If you are eligible, your manager will discuss the criteria with you.

In order to be eligible for payment, the Team Member must be employed on the date the supplemental pay is to be paid. Any Team Member who is terminated or resigns will not be paid for any supplemental pay due to be paid after the date of termination unless a separate agreement exists.

Supplemental pay that is paid in a separate check from the payroll check is subject to the supplemental rate per the Internal Revenue Service Circular E flat income tax rate, regardless of tax bracket. Further, all Team Member-elected 401(k) deductions may be deducted from a separate supplemental paycheck.

PAY ADVANCES

Under no circumstances will a Team Member be advanced pay prior to a regularly scheduled payday, unless approved by Chief Administrative Officer.

PAY UPON TERMINATION OF EMPLOYMENT

Regardless of the reason for separation from the Company, final pay will be received on the next regularly scheduled pay date. Any monies due to the Company will automatically be withheld from the final paycheck, in accordance with applicable law, unless other arrangements have been made. In the event a separation agreement exists, the receipt of final monies will be dictated by the terms of the agreement.

YOUR BENEFITS PROGRAM

GENERAL INFORMATION

The Company is proud of the benefits we have to offer to our Team Members. Benefits are made possible by Team Members and management working together and performing their respective job responsibilities to the best of their ability. The benefits program will continue to be reviewed in an effort to provide a competitive program. While the Company currently intends to provide these benefits to you, the Company reserves the right to amend or terminate the benefits program in accordance with applicable law and the terms of the plan documents.

All benefit programs are available to Full-Time team members while part time, temporary, intern and seasonal team members do not qualify for group medical insurance, Paid Time Off (PTO), Holiday Benefits, Bereavement Leave, Education Reimbursement, Life and Disability Insurance, and Jury/Witness Duty Leave.

Your pay is important, but it does not represent all of the benefits you receive from the Company. Not only do you receive your wages each payday, but you may also receive a substantial number of Team Member benefits which, while not paid in cash, still have monetary value. These benefits may include paid time off, paid holidays and various types of insurance. We want you to have

a full understanding of your Team Member benefits. If you ever have any questions concerning any of these Team Member benefits, ask TLC to assist you.

Efforts have been made to provide a clear explanation of the benefits. However, benefits are defined in plan documents, and should questions arise, the plan documents will govern and not the wording of this Team Member Handbook. This manual is not an official plan document for any Team Member benefit plan and is not intended to provide specific information with regard to the benefits described below. It is also not a guarantee of any benefit described below. If you have any questions about eligibility, benefits, or coverage regarding any of the benefits described below, you should refer to the official plan documents, summary plan descriptions, or insurance policies on the Paycom Learning System. If you have any questions, or need assistance, contact TLC.

GROUP INSURANCE PROGRAM

Full-time Team Members may be eligible to participate in the group insurance program on the first of the month after 30 days of their employment hire date. The program includes medical and dental coverage. The Company pays a portion of the premium for the Team Member and eligible dependents. Your portion of the premiums for coverage will be paid by you through payroll deduction.

As mentioned above, the Company reserves the right to amend or terminate any of these programs and/or to increase Team Member contributions toward any benefits with or without advance notice. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to the Company's benefits, the plan administrator will notify participants of any amendments, in accordance with applicable law.

CHANGES TO BENEFITS DURING PLAN YEAR

Once coverage has been elected for the plan year, a Team Member may not make any changes to their coverage unless they experience an IRS-defined qualifying life change. This is defined as the birth or adoption of a child, marriage, divorce, death of a dependent, a dependent no longer eligible for coverage and a change in spouse's coverage that affects benefits.

If one of these events occurs, you must notify TLC and complete the appropriate paperwork within 30 calendar days of the event to make the change, or 60 calendar days in the case of the birth of a child. If we are not

timely notified, you will not be permitted to make the change until open enrollment occurs for the following plan year.

SECTION 125/PRE-TAX PREMIUMS

If you are eligible for the group insurance program, you are eligible to participate in the Company's Section 125 Cafeteria Plan, as defined by Section 125 of the Internal Revenue Code. This is a plan under which you can pay your insurance premiums for certain types of policies on a pre-tax basis. Under this plan, your gross salary remains the same; however, income taxes and Social Security taxes are paid on a lesser amount. This is a government-regulated plan with certain rules that must be followed. Any money assigned into this plan cannot be changed until January 1 of the following year, unless you experience a qualifying life change as defined by the Internal Revenue Code.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

If you are a Team Member covered by the Company's health and welfare plans, you have the right to choose continuation coverage, at your expense, if you lose your group health coverage because of a reduction in your hours of employment, termination of your employment (for reasons other than gross misconduct on your part) or other various qualifying events. Your eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances where their coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law.

If you have any questions concerning your rights under COBRA, please contact TLC for details.

PAID TIME OFF (PTO)

One of the many ways in which we show our appreciation for your hard work and continued service is to provide Company Paid Time Off (PTO). We want to provide you with time for your family, rest and relaxation, and other personal needs while minimizing the monetary loss you may incur with absence from work. PTO is classified as an authorized absence.

It is the policy of the Company to provide PTO for vacation and holidays not covered by our holiday policy and absences due to illness or personal reasons. PTO is provided on an accrual basis, with accrual rates based on years of service. You are required to use PTO for all your time off needs,

except holidays covered by our holiday policy, bereavement, active military service leave, jury / witness duty, civil air patrol or law enforcement leave, victims of domestic violence leave, witness and crime victims leave, time off for juvenile court proceedings or disability periods that exceed seven consecutive days.

You are eligible to earn PTO beginning with your first hour of service as a regular, full-time Team Member. You are eligible to take time as soon as it is accrued. You will not be granted the use of unaccrued PTO unless approved by TLC. PTO is paid at the wage or salary rate in effect at the time you use the PTO. Tipped Team Members will be paid the State minimum wage rate for their PTO.

You accrue PTO at the following rate:

Years of Service	Hours Paid Weekly	Hours Accrued Weekly	Hours Accrued Per Pay Period	Annualized # of Hours	Annualized # of Days
0-2 years (13 days / year)	40	2	4	104	13
3-5 years (15 days / year)	40	2.31	4.62	120	15
5-15 years (20 days / year)	40	3.08	6.15	160	20
15+ and beyond (25days / year)	40	3.85	7.69	200	25

The accrual rate will be adjusted to the higher accrual level at the beginning of the first pay period following the anniversary dates which trigger a change. If you are paid for less than 40 hours in any given week, accrual for that week will be prorated on an equivalent basis. You will not accrue additional time if you work more than 40 hours in a workweek.

You may roll over up to 80 hours of PTO from one calendar year to the next. You may never accrue more than 120 hours of PTO at any time. Once 120 hours are accrued, no further PTO will be earned until PTO is used.

PTO should normally be scheduled in advance by submitting a request to your manager for approval. Please understand that business conditions may dictate that your request will not always be able to be honored.

If you are unable to schedule PTO in advance due to sudden illness or emergency, you must notify your manager (or other individual designated by the Company) of your absence as soon as practicable, preferably at least 60 minutes prior to your scheduled start time. If you fail to schedule your PTO in advance or you take excessive unscheduled PTO, you may be denied the use of PTO and offered unpaid leave for qualifying circumstances in lieu of PTO. If you do not follow the Company's policies and procedures regarding requesting and taking PTO, you may be subject to disciplinary action, up to and including termination of employment.

With the approval of TLC, PTO may be used to supplement short-term disability and workers' compensation benefits or your reduced pay during an FMLA leave. The combined pay and benefits may not exceed 100% of your base pay. You must use all accrued PTO prior to being considered for any unpaid time off (such as FMLA and personal leave) other than active military duty leave, and during any prescribed waiting period under the Company's disability or workers' compensation coverage.

If a death occurs in your immediate family during scheduled PTO, at your option, PTO may be extended for available bereavement leave or be canceled and replaced with available bereavement leave (see Bereavement Policy for further guidelines).

As a general rule, salaried exempt Team Members must take PTO in eight-hour increments, except where PTO is being used to supplement disability, workers' compensation, or an intermittent or reduced schedule leave as described in the Leave of Absence Policy. Non-exempt Team Members must take PTO in at least 15-minute increments.

You will be paid for a maximum of 120 accrued PTO hours upon resignation of employment, provided you give at least two weeks' notice and work your regularly scheduled shift until the expiration of your two-week notice. If you are terminated for a violation of company policy or procedure, PTO may be paid out. If your position is eliminated due to a reduction in force, all accrued PTO will be paid, to a maximum of 120 hours. PTO may not be substituted in lieu of working a notice upon resignation.

If you leave the Company and are re-hired more than six (6) months later, your original date of hire will not be recognized for purposes of PTO accrual.

If a Company-paid holiday occurs within an approved PTO period, you will be paid for the holiday and not be charged for the day(s) of PTO. PTO will not count as hours worked for the purpose of calculating overtime. All questions regarding PTO should be directed to TLC.

HOLIDAY BENEFIT

Scheduled holidays observed by the Company may be altered on occasion, in accordance with business necessity.

The holidays observed are:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

Beginning January 1, 2025, all full-time Team Members (Seasonal, Temporary, Intern, and Part time are ineligible to receive paid company holidays) will be entitled to two (2) floating holidays in addition to the holidays observed. The two (2) floating holidays will accrue January 1 of each year and must be used by the final pay period of that calendar year or else they will be forfeited. Full-time Team Members may take their floating holidays on the days of their choosing so long as the floating holiday is scheduled in advance with their manager. Non-exempt Full-time Team Members will receive eight (8) hours of regular pay on each of their two (2) floating holidays.

In the event that a full-time, Temporary, Intern, Seasonal or Part Time non-exempt Team Member is scheduled and approved to work on an observed holiday and actually works on the observed holiday, the non-exempt Team Member will receive two times the amount of their base hourly rate of pay for each hour worked on the observed holiday. Team Members must work the last regularly scheduled workday before and the first regularly scheduled workday after the observed holiday to be eligible for holiday pay (including double time pay), unless the Team Member has an authorized absence.

In the event that an exempt Full-time Team Member is scheduled and approved to work on an observed holiday and actually works on the observed holiday, the exempt Full-time Team Member will receive an additional floating holiday to use within the quarter in which the holiday falls, except as otherwise exempted by management or HR. For example, if an exempt full-time Team Member is approved and scheduled to work on Memorial Day and actually works on Memorial Day then the exempt Full-time Team Member will receive one additional (1) floating holiday to use before the quarter ends on June 30th. If the fulltime, exempt Team Member does not use the floating holiday

earned for working on Memorial Day before the end of June, then the floating holiday will be forfeited.

The following guidelines govern Company holidays:

1. Full-time Team Members are not permitted to work on floating holidays.
2. Floating holidays must be used in regularly scheduled full shift equivalents.
3. Floating holidays may not be “cashed in” for any reason. (Including termination with or without notice).
4. Floating holidays must be used during your time of employment and not after your termination date or paid out upon termination.
5. Floating holidays may not be used on a “call-in” basis.
6. Floating holidays will not be considered time worked when computing hours worked for overtime pay.
7. Observed holidays for which a Full-time Team Member is paid but does not work will not be considered time worked when computing hours worked for overtime pay.
8. If an observed holiday occurs during an approved PTO absence, the Full-time Team Member will be paid for the holiday and not charged for the day(s) of PTO.
9. In the event that an observed holiday falls on a Saturday or Sunday, the holiday may be observed on a weekday at management’s discretion.
10. To receive the benefit of a paid company holiday, you must be actively working full- time during the pay period in which the observed holiday falls.
11. Team Members on unpaid leave of absence cannot use floating holidays during their leave of absence.

BEREAVEMENT LEAVE

The Company recognizes the need for you to be with family in the event of a death in your immediate family including spouse, children, parents, brothers, sisters, parents of spouse, grandparents, or grandchildren (or another relative to whom you were especially close or for whom you had responsibility, with the prior written approval of your manager and TLC). Full-time Team Members are eligible for up to five days of paid bereavement leave per occurrence, subject to their manager’s approval.

If you are on an approved personal, medical or military leave of absence, you are not eligible for additional bereavement leave. If you are on PTO leave, your remaining PTO leave that qualifies under this policy may be changed to bereavement leave.

Please notify your manager of the need for bereavement leave as soon as possible and obtain manager approval before taking the time off, adequate documentation may be requested supporting the eligible loss. The Manager will notify TLC to enter into your timecard if approved.

LIFE AND DISABILITY INSURANCE

The Company provides life and disability insurance to eligible Team Members. This benefit provides financial security to you and/or your family if you die, become injured, or become disabled. Refer to the Summary Plan Description (SPD), found on the St. Joe Benefits Resource Center for additional information.

JURY/WITNESS DUTY LEAVE

If you are subpoenaed for jury duty, or as a witness in a court of law, you must notify your manager, as soon as possible, of the time and place you are to serve and complete a PTO request. You must provide TLC with a copy of your subpoena or other court order, to be placed with your time record.

Up to two weeks of paid leave are provided for full-time exempt and full-time nonexempt Team Members per calendar year for jury or witness duty, unless otherwise required by local law. If your services are required for a longer period of time, you may take the time as unpaid or apply your PTO time to the absence. The Company will only pay you for scheduled work shifts that you miss for travel and attendance at jury or witness duty at the wage/salary rate in effect at the time you begin the leave. Payments under this policy are in addition to any payment you receive for jury duty. All of your Company benefits remain in effect during your leave. To receive jury/witness duty pay, you must provide your receipt showing the time served on jury duty to TLC.

You are expected to return to work if you are dismissed from jury service or witness duty before the end of the regularly scheduled workday, to the extent permitted by applicable local, federal and state laws.

TEAM MEMBER DEVELOPMENT

Growth of our Team Members, as well as the Company, is one of our major objectives. You are encouraged to participate in educational programs to help develop job capabilities.

EDUCATION REIMBURSEMENT

Full-time Team Members are eligible, upon completion of 90 days of employment, to participate in the education reimbursement program. A Course Approval Request Form (available via Paycom Learning System) and a copy of your curriculum must be submitted to your manager at least three weeks before the course begins and forwarded to TLC for final approval.

The Company will reimburse you for 75% of your qualified educational expenses after grants and scholarships are applied, if applicable. If the course you are taking is required by management, or if approved by your manager, TLC and the Chief Executive Officer, the Company may choose to reimburse you for up to 100% of such expenses. Unless approved as set forth in the preceding sentence, you may receive reimbursement for up to two courses per term, not to exceed \$5,250 per calendar year. You must receive at least a "C" or better for undergraduate courses and a "B" or better for graduate courses in order to be eligible for reimbursement.

Expenses that do not qualify under the tuition reimbursement program include technical training courses, seminars, certificate programs, books, tools or supplies that you may retain after completing the course, meals, lodging, transportation, applications, registrations, student union, student services, deferment, parking costs and expenses that are payable from scholarships or grants awarded to you.

You must be employed at the time of reimbursement under this program. You must also continue to be employed by the Company for at least 12 months following completion of the class(es). If you voluntarily leave the Company or are terminated less than 12 months after completing the class(es), you must repay the Company the full amount you received under this program. Payment arrangements must be made prior to your exit from the Company, or we will withhold the entire amount from your final paycheck, in accordance with applicable law. In any instance, full payment must be received within 30 days of your date of termination.

Within 30 days of successful completion of the course, you should submit an expense report, along with a copy of your Course Approval Request Form, course transcripts showing grade and receipt for tuition paid to your manager for approval. These forms will be forwarded to TLC and then to the accounting department for actual payment.

This program will be administered at all times to comply with the rules governing qualified educational assistance programs as set forth in Section 127 of the Internal Revenue Code.

The Educational Assistance Program policy is a separate, supporting document that provides additional details on the education reimbursement program. This document is available on the Paycom Learning System and from TLC.

SEMINARS, CERTIFICATIONS, LICENSING

Following the completion of 90 days of employment, full time Team Members may be eligible to attend seminars and training sessions in order to improve a job skill, or to meet requirements for the Team Members' current job or position he or she may have in the future. Seminars may also be attended to maintain licensing or certifications, as in the case of a real estate sales license or CPA license renewal.

Prior to the seminar or training session, Team Members must obtain the approval of their manager if it is to be a Company-paid expense. If your manager approves your attendance at the seminar at the Company's expense, the fees will be an expense to your department and reimbursed upon submission of proof of attendance at the seminar. In the case of a training course that precedes an exam for a certification or license, you must present proof of successful passing of the exam in order to be reimbursed for the class and/or test fee.

MILITARY/UNIFORMED SERVICES LEAVE (NON-FMLA)

Team Members may be entitled to certain rights and benefits, and may have certain obligations, related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the company's intent to comply with the requirements in USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service and will not tolerate discrimination or retaliation due to uniformed service.

Definitions:

- "Uniformed service(s)" means the Navy, Marines, Army, Air Force, Coast Guard, the Army or Air National Guard, the Commissioned Corps of the Public Health Service, and any

other category designated by the President of the United States in time of war or emergency.

- "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, absences for fitness-for-duty examinations, and certain absences for funeral honors duty.

Team Members should notify TLC of any need for leave to perform service in the uniformed services as far in advance as possible. Team Members are asked to provide a copy of applicable orders or similar documentation to ensure continued business operations during absences. Leave is generally unpaid, although Team Members may elect to use any accrued but unused PTO during such absences.

Team Members who are members of the uniformed services should speak to TLC concerning any questions regarding rights and obligations related uniformed service leave, advance notice of uniformed service, benefits during uniformed service, or related issues.

LEAVES OF ABSENCE

A leave of absence is an excused absence without pay. It may be granted to maintain continuity of service in cases that require you to be absent for a prolonged period.

Any misrepresentation made to obtain or continue a leave or for participating/engaging in any outside employment while on leave is grounds for immediate termination. The Company may recover any premiums the Company paid for benefits coverage during the leave period if TLC determines that you fail to return to work on the first day after the leave of absence expires, unless leave is extended, or you are unable to return to work and provide proper documentation. Such recovery can be taken from any benefits or wages owed to you by the Company, in accordance with applicable law. Upon your written application demonstrating extraordinary hardship or circumstances beyond your control, the Company may, in its sole discretion, choose not to attempt to recover such premiums.

Leave does not carry over or accumulate from year to year and is not counted as time worked for purposes of length of service, overtime, pension, pay increases and other employment benefits, unless required by applicable law.

Unpaid leave of any kind will not count as time worked for purposes of accruing PTO. You will not receive pay in lieu of any unused leave. Should you have questions regarding any leave of absence, please contact TLC.

PTO DONATION POLICY

From time to time the Company recognizes that a Team Member may have a family emergency or a personal crisis that causes a severe impact to them resulting in the need for additional time off in excess of their available Paid Time Off (PTO). To address this need, all eligible Team Members may request on a voluntary basis to donate PTO from their unused balance to an eligible co-worker. Please contact TLC for the full Leave Donation Policy and further details.

PERSONAL/NON-FMLA MEDICAL

The Company may approve a personal leave to tend to medical (non-Family and Medical Leave), family or personal situations if you file a written request in advance with TLC. TLC maintains full discretion to decide whether and to what extent such leave, or any extension thereof, should be granted. We encourage you to provide as much advance notice as possible to increase your likelihood of having your request approved.

You will be required to use all of your accrued, unused PTO during your personal/medical leave period. Once such PTO is exhausted, the balance of the personal leave will be without pay.

If your request for personal leave is due to a medical condition that does not qualify for Family and Medical Leave, the Company may choose to treat it in the same manner as Family Medical Leave and require that you comply with that policy. In addition, if you qualify for benefits under the Company's short-term disability or workers' compensation plan, PTO will be applied in the same manner as for Family and Medical Leave.

During the unpaid portion of your personal leave, all of your Company benefits (e.g., holiday pay, medical, dental, flex spending, life and disability coverage) will terminate as set forth in the applicable plan documents, except to the extent that the Head of TLC specifically approves the continuation of your coverage. You will either be offered COBRA continuation coverage or will be responsible for your portion of benefits, depending on the circumstances of your leave. In no instance shall non FMLA-related continuation of coverage last for more than 12 weeks in the event of unpaid leave unless COBRA coverage is elected. Unless approved by the Head of TLC, continuation of any Company paid coverage will not last for more than 12 weeks.

Unless applicable law requires otherwise, in no event will the Company guarantee reinstatement after personal leave. The Company will, however, endeavor to place Team Members returning from a personal leave to their former position or a position comparable in status and pay, subject to budgetary restrictions, the Company's need to fill vacancies, and its ability to find qualified temporary replacements.

DOMESTIC VIOLENCE

The Company is committed to providing a workplace in which domestic violence is not tolerated and complies with Florida's Domestic Violence law. Team Members who have been employed for three months or more may take up to three (3) working days of leave within a 12-month rolling period, if the Team Member or a family or household member is the victim of domestic or sexual violence. The leave must be sought for reasons specific to the domestic violence occurrence. The leave must be for one of the following reasons:

To seek an injunction for protection against domestic violence or in cases of repeat violence, dating violence, or sexual violence;

To obtain medical care and/or mental health counseling, for the Team Member or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;

To obtain services from a victim-services organization, as a result of the act of domestic violence;

To make the Team Member's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator;
or

To seek legal assistance to address issues arising from the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Documentation will be required to support any of the afore-mentioned items. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc. A Team Member will be required to use any paid leave available prior to using unpaid leave. In the event the leave is for medical care that also qualifies for Family Medical Leave, the leave periods will run concurrently.

All documentation received in conjunction with this leave will be held in confidence to the extent permitted by law. As much advance notice of the need for leave as practicable is required, unless there is imminent danger to the Team Member, family member or member of the household. Please contact TLC for more information.

FAMILY AND MEDICAL LEAVE ACT (“FMLA”) AND MILITARY FAMILY MEMBER LEAVE POLICY

Under the Family and Medical Leave Act of 1993, as amended (“FMLA”), Team Members may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy (“Policy”) provides an overview of Team Members’ rights and responsibilities under the FMLA as well as the Company’s own policies regarding FMLA Leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

General Eligibility

To be eligible for FMLA Leave under this Policy, a Team Member must have worked at the Company for at least 12 months and must have worked at least 1,250 hours during the 12- month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the FMLA leave request commences. When a request for FMLA is made, the company will review the request and advise the Team Member of his or her eligibility and the Team Member’s rights and responsibilities.

Types and Duration of FMLA Leave

Birth or Placement of Child by Adoption or Foster Care, Bonding Leave; Serious Health Condition Leave; Leave to care for a family member with a Serious Health Condition; Active-Duty Leave

An eligible Team Member may take up to 12 weeks of unpaid leave during a rolling 12- month period (measured backward from the date a Team Member uses FMLA leave) for the following reasons:

1. The birth of the Team Member’s child and to bond with the child; or for placement through adoption or foster care and to bond with the newly placed child. Such leave must be concluded no later than 12 months after the birth or placement of the child with the Team Member;

2. To care for an immediate family member (spouse, child under 18 years old or a child 18 and over who is incapable of self-care because of a disability, or parent) with a serious health condition;
3. Because of a serious health condition which renders the Team Member unable to perform the functions of his/her job; or
4. Because of any qualifying exigency arising out of the fact that a Team Member's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the US military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country. In addition, for Reserve components, the individual has been ordered to active duty in a contingency operation. ("Active-Duty Leave").

Military Caregiver Leave

A Team Member also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
2. It causes the service member to have a VA Service Disability Rating at 50% or greater.
3. It is a mental or physical condition substantially impairing their ability to obtain gainful employment.

4. The VA enrolls the Team Member in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible Team Members are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible Team Member takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that a Team Member may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible Team Member is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if a Team Member takes 10 weeks of FMLA leave due to his/her own serious health condition, the Team Member may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

Active-Duty Military Leave due to Exigent Circumstances

In addition to leave to care for active military family members undergoing medical treatment, recuperation, therapy or who are otherwise in an outpatient status or temporary disability retired status, Eligible Team Members are entitled to leave due to qualifying exigent circumstances as defined below is subsection B.

Definitions

- A. A "serious health condition" as referred to above means an illness, injury, impairment, or physical or mental condition that involves:
 1. In-patient care (*i.e.*, an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
 2. A period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves: (1) treatment two (2) or more times by a health care provider or under the supervision of a health care provider the first being

within seven (7) days of the onset of the incapacity and the second being within thirty (30) days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;

3. Any period of incapacity or treatment due to pregnancy, or for prenatal care;
4. Any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
5. A period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the Team Member (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
6. Any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

B. A “qualifying exigency” referenced above under “Active-Duty Leave” refers to the following circumstances:

1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
2. Military events and related activities: to attend official military events or family assistance programs or briefings;

3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;
4. Care of the covered military member's parent if the parent is incapable of self-care;
5. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
6. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
7. Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
8. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.

When Spouses Work Together

If both spouses are employed by the Company and are eligible for leave under this policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12-month period if leave is requested due to the birth or placement of a child or to care for a parent who has a serious health condition. If both spouses are employed by the Company and are eligible for leave under this policy, they are eligible for a combined total of 26 weeks within the applicable 12-month period when the leave is for either Military Caregiver Leave or a combination of military caregiver leave and leave for other FMLA qualifying reasons. (However, in no event shall the spouses take more than a combined total of 12 weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

Notice of Need for FMLA Leave

A Team Member who wants to take FMLA must follow normal call-in policies and notify the person a Team Member would normally notify for an absence. Failure to adhere to normal company call-in procedures can result in discipline, as with any other type of leave.

If it is determined that the Team Member may be eligible for FMLA, the Team Member will be required, thereafter, to contact TLC to complete a request for leave. The Team Member will be required to fill out prescribed forms requesting leave.

If your need for FMLA leave is foreseeable, you must give the Company at least 30 days' prior written notice. If this is not possible, you must give notice at least as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide this notice may be grounds for delaying FMLA-protected leave, depending on the facts and circumstances.

Team Members should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the Company.

Substitution of Paid Leave for Unpaid FMLA Leave

FMLA leave is unpaid. Team Members are required to substitute any accrued and unused paid leave (PTO) for unpaid FMLA leave. The substitution of paid leave time for unpaid FMLA leave time does not extend the length of the FMLA leave. Team Members' FMLA leave also runs concurrently with workers' compensation or short-term disability benefits. If a Team Member receives workers' compensation or short-term disability benefits during FMLA leave, the leave is considered paid and the Team Member will not be required to substitute unused, accrued PTO during the time that they receive such benefits.

Intermittent FMLA Leave

Intermittent or reduced schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced schedule leave may be available if the need for leave is due to a Team Member's serious health condition or a Team Member's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care unless the Company agrees. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary.

Active-Duty Leave may also be taken on an intermittent or reduced leave schedule.

Team Members who take foreseeable intermittent or reduced schedule leave must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the Company and in some instances, the Company may require Team Members taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the Team Member is qualified and which better accommodates the Team Member's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the Team Member's FMLA leave entitlement.

Team Members taking unforeseeable intermittent leaves must follow the Company's standard call-in procedures unless there are unusual circumstances.

Documentation Supporting FMLA Leave

A Team Member requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The Team Member will have fifteen (15) days in which to return a completed Certification form following the Company's request for the certification. If the Team Member fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the Team Member for a late certification will not be reversed unless there are exceptional circumstances. If a Team Member never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, a Team Member will be given written notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

In some circumstances, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required. The opinion of the third health care provider, which the Company and the Team Member jointly select, will be the final and binding decision.

A request for Active-Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active-duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service Member form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any supporting documentation.

Providing false information to the Company in an attempt to obtain FMLA leave will result in no FMLA protection, and it may also constitute a policy violation and result in discipline up to and including termination.

Once the Company has received a complete and sufficient certification form from the Team Member, the Company will advise the Team Member whether he or she has been approved or denied FMLA and, if possible, will advise the Team Member how much FMLA will be used.

Recertification

In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the Team Member needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the Team Member's need for FMLA; or (3) when the need for FMLA extends beyond 6 calendar months. In these situations, the Team Member will have fifteen (15) days in which to provide a completed Recertification form.

Restoration to Position and Benefits

Healthcare benefits will be maintained while a Team Member is on FMLA, subject to the payment of premiums explained in this paragraph. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid). Team Members on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Team Members on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the company will provide the Team Member with written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15-day window, and at least 30 days have passed from the due date, then

coverage under the benefit plan will lapse, retroactively to the original due date.

Team Members are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means Team Members returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the Team Member would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the Team Member's position is eliminated because of a reduction in force, then no reinstatement right exists.

If an eligible Team Member fails to pay his or her portion of the required premium payments for benefit coverage, and the Company elects to make the Team Member's portion of premium payments to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the Company may recover the amount of the premium payment from the Team Member regardless of whether the Team Member returns to work. The Company may recover its own share of the premiums paid for maintaining a Team Member's medical and dental benefit coverage during any period of unpaid FMLA leave if the Team Member fails to return from leave after entitlement has expired, provided the Team Member's failure to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition was unrelated to the qualifying reason the Team Member took FMLA leave.

Return to Work

FMLA leave must be used for its intended purpose. If the qualifying reason for taking leave ends, then the Team Member must contact TLC and make arrangements to return to work. Team Members on FMLA leave must periodically inform TLC of their status and intent to return to work while on FMLA leave. Team Members returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. The Company will provide time for the Team Member to learn of any changes or new technology implementations. As a condition to restoring a Team Member whose leave was based on the Team Member's own serious health condition, the Team Member must provide certification from the Team Member's health care provider stating that the Team Member is able to resume work. This return-to-work statement is required for all serious health conditions unless the Team Member has previously provided one for that condition within the past year. If safety issues exist, the Company may require a return-to-work statement every thirty days.

Failure to Return from Leave

Unless required otherwise by law a Team Member granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy.

Interaction with State Leave Laws

Certain states require employers to provide greater or different job-protected leave. When applicable, the Company complies with all such leave laws. When leave provided under one of these laws is covered under the federal FMLA, it shall count toward the Team Member's federal FMLA entitlement and as FMLA Leave under this Policy. These leave laws vary by state, and the Team Member should contact TLC if you have questions about them.

RETIREMENT & SAVINGS PLAN 401(K)

The Company provides eligible Team Members with a Retirement & 401(k) Qualified Savings Plan which offers a convenient, tax-effective way to long-term savings. Team Members are eligible to participate in the plan, subject to the provisions of the plan document. For purposes of this plan, a Team Member does **not** include (i) any employee covered by a collective bargaining agreement; (ii) a non-resident alien; (iii) a leased employee; (iv) an independent contractor; (v) an intern; (vi) an employee participating in a SIMPLE IRA Plan; or (vi) an employee as a result of a corporate transaction under Code Section 410(b)(6)(C) for the designated period.

A copy of the complete plan is located on the Paycom Learning System. For more information regarding this plan, please contact TLC.

TEAM MEMBER REFERRAL BONUS

For every qualified applicant a part-time or full-time Team Member refers to the Company that results in a full-time new hire, a \$250 Team Member referral bonus will be earned, once the new hire completes 6 months of satisfactory, continuous performance. An additional \$500 bonus will be earned once the new hire completes 15 months of satisfactory, continuous performance. Bonuses are only paid if both Team Members are actively employed on the anniversary dates.

There is no limit to the number of referral bonuses that can be earned. Bonuses will be paid based on the status of the person at the time of hire. Referred candidates must be new hires to qualify for the program, as opposed

to a rehire or transfer. Referred candidates also cannot be represented by an employment agency. Application for the bonuses must be made within 120 days prior to the date of hire.

Referring managers are ineligible for a referral bonus if the candidate reports directly to them or is in their direct reporting line. A manager or department member is ineligible for a referral bonus if he/she is involved in the selection process for the position for which the candidate is being considered. General Managers, equivalents, and above positions are excluded from participation.

Referral bonuses are paid via payroll and considered taxable income to the referring Team Member. Documentation of the referral (i.e., application, e-mail from new hire confirming referral) must be submitted with the application for payment. If more than one Team Member has referred a successful applicant, the referral bonus will be split amongst the referring Team Members. All applicable payroll taxes will be deducted. For more information, please contact TLC.

From time to time the Company may deem it necessary to increase referral bonuses at its discretion due to market conditions.

UNEMPLOYMENT COMPENSATION

The Company pays the entire cost of unemployment compensation insurance to provide a benefit to you in the unlikely event of a lay-off. If it were necessary for you to be laid off, you would receive a weekly benefit for a specified period of time while you search for other employment. This benefit is designed to help prevent the financial hardship of unemployment.

COMPANY POLICIES

ATTENDANCE AND LATENESS

Your contribution to the success of our Company is important, and we need you at work every day you are scheduled. Absenteeism and lateness cause a loss of efficiency and place an undue burden on your fellow Team Members.

Team Members' specific attendance and punctuality expectations may vary depending on the nature of work performed, work site locations, and unique departmental business considerations. Expectations for your role will be communicated to you during your orientation.

You are asked to personally give advance notice to your manager, when feasible, of tardiness or absence. Notice should be received at least one hour

prior to the beginning of the workday. Texting or leaving voice mail messages is not acceptable notice unless you are unable to call your manager for emergency reasons. Team Members should attempt to contact their managers directly. Failure to follow the appropriate call-in procedures may lead to disciplinary action.

If you are absent without notice to appropriate management, you will be presumed to have voluntarily resigned your position without notice. Poor attendance, excessive tardiness, and excessive early departures are disruptive to productivity. Excessive absenteeism or excessive lateness may subject you to disciplinary action, up to and including termination.

DRUG-FREE WORKPLACE

I. Policy Statement

In a commitment to safeguard the health of our Team Members and to provide a safe working environment for everyone, we have established a drug-free workplace policy. It is the policy of the Company to provide a working environment that is free of drugs and alcohol.

Any Team Member who violates this policy or refuses to cooperate with the implementation of this policy, will be subject to discipline up to and including immediate termination of employment. The Company may suspend Team Members without pay under this policy pending the results of a drug test or investigation. A Team Member injured in the course and scope of employment who refuses to submit to a test for drugs or alcohol or is tested and has a positive confirmation of drug or alcohol use, may also forfeit his or her eligibility for medical and indemnity benefits under the Workers' Compensation Act.

This Program is intended to conform to the requirements of Florida law as set forth in Sections 440.101 and 440.102, Florida Statutes, and Chapter 59A-24 of the Florida Administrative Code, which provides authority for mandatory drug testing. To the extent these laws noted are amended or other statutes and rules requiring drug testing are determined to be applicable to our Team Members, this policy will be amended without further general notice. Likewise, the policy may be changed and/or updated by the Company at any time, with or without notice. These guidelines are not intended to create a contract between the Company and the Team Member.

Questions regarding this policy should be directed to TLC.

II. Prohibited Conduct

A. Drug Use

Team Members are absolutely prohibited from using, possessing, distributing, manufacturing, purchasing, selling, attempting to sell, or being under the influence of drugs while on or off the job. As used in this policy, improper drug use is the use of any drug which: (1) is not legally obtainable; (2) is legally obtainable but has not been legally obtained (for example, using another person's prescription drugs); or (3) is being used in a manner or for a purpose other than prescribed (for example, use of depressants and stimulants not prescribed for current annual treatment by an accredited physician). A violation of this section will result in immediate termination of employment. Nothing in this policy precludes the appropriate use of legally prescribed medications. It is the Company's intention to comply with state and federal laws. Where state and federal law differ, however, the Company will typically comply with federal law. Some state laws permit the use and possession of marijuana for medical and/or non- medical purposes. Federal law does not. In the absence of state law expressly to the contrary, the Company considers marijuana to be an illegal drug for purposes of its policies in all states -- even those states that allow for medical and/or non-medical use.

B. Alcohol Use

Team Members are absolutely prohibited from using, possessing, distributing, manufacturing, selling, attempting to sell or being under the influence of alcohol while on duty, while on Company property, or on any work site.

The term "alcohol" includes any beverage, mixture or preparation containing ethyl alcohol, including but not limited to, distilled spirits, wine, malt beverages, and intoxicating liquors. A positive confirmed test result pursuant to the testing described in this policy is presumed to be a violation of this section.

The prohibition of consumption of alcohol upon Company property or while on duty does not, however, apply to those assignments, premises, special occasions or events at which consumption of alcohol is authorized by management. Any such authorization does not encourage, sanction, or authorize any individual to consume alcohol in excess to the point of being intoxicated. Therefore, any Team Member at an event, who in the sole opinion of the management becomes intoxicated may be subject to discipline, must refrain from further consumption of alcohol and, upon request by management must leave the function. Failure to comply with the request constitutes a violation of the policy and will subject the Team Member to disciplinary action.

C. Refusal to Submit to Testing

Any Team Member who refuses to submit to drug or alcohol testing pursuant to this policy will be subject to discipline, up to and including termination. A job applicant who refuses to submit to testing, or whose test results are confirmed positive, will be denied employment but may initiate another employment inquiry with the Company after six (6) months with approval of the Chief Administrative Office.

III. Types of Testing

A. Post-Offer Drug Testing of Applicants

1. All applicants who have been offered employment conditional upon successfully passing a drug test will undergo screening for the presence of drugs or alcohol as part of the application process.
2. Applicants will be asked to sign a pre-employment consent form. If an applicant refuses, he or she will not be considered for employment, and the employment application process will be terminated.
3. If an applicant's test is confirmed positive, the applicant will not be considered for employment at that time and will be informed that he or she has failed to meet employment standards. Positive test results may be challenged by the applicant as set forth in Section V below.

B. Reasonable Suspicion Testing

- A Team Member may be requested to submit to drug or alcohol testing if a Team Member's manager or other person in authority has a reasonable suspicion, based on objective factors, of drug or alcohol use in violation of this policy. Reasonable suspicion includes, but is not limited to, any of the following:
- Observable phenomena while at work, such as direct observation of drug or alcohol use or the physical symptoms of being under the influence of drugs or alcohol, such as drowsiness or sleepiness, slurred or incoherent speech, unusually aggressive behavior, severe mood swings, lack of coordination and the like.
- Abnormal conduct or erratic behavior or a significant deterioration in work performance.
- A report of drug or alcohol use, provided by a reliable and credible source.
- Evidence that a Team Member has tampered with a drug or alcohol test during his or her employment with the Company.

- Evidence that a Team Member has caused, contributed to, or has been involved in an accident while at work, regardless of whether an injury is sustained.
- Evidence that a Team Member has used, possessed, sold, solicited, distributed or transferred drugs or alcohol while working, while on Company property, or while operating Company vehicles, machinery or other equipment. Drug and alcohol testing under this section will be applied in a neutral fashion, to foster a safe work environment, and is intended only to identify drug/alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against Team Members for reporting workplace injuries.

C. Routine Fitness-for-Duty Exams

Team Members who undergo a routinely scheduled fitness-for-duty medical examination will be required to submit to drug and alcohol testing as part of such examination.

D. Follow-Up Testing

Team Members who enter a drug or alcohol rehabilitation program or a Team Member assistance program for drug or alcohol related problems, will be required to submit to follow-up drug and alcohol testing after completing the program. Such testing will be conducted at least once a year for a 2-year period after completion of the program. Advance notice of the follow-up testing date will not be given to the Team Member to be tested.

E. Additional Testing

Additional testing may also be conducted:

1. As required by applicable state or federal laws, rules, or regulations; and/or
2. As allowed by law, including but not limited to, random drug testing.

IV. Confidentiality

The Company recognizes that information regarding this policy (including reports, statements, interviews, information regarding prescription drugs provided by a Team Member or job applicant, test results, and other information communicated in the course of this policy's operation) should be kept confidential to the extent reasonably possible. The Company will keep all such information confidential to the extent required by law unless the Team

Member or job applicant authorizes its release by voluntary written consent. Generally, disclosure is required if compelled by a hearing officer or a court of competent jurisdiction, and for determining qualification for unemployment compensation/reemployment assistance benefits.

V. Testing Procedures

A. Post Offer Drug Testing: The following is a list of 9 drugs including alcohol which the Company may test.

<u>Drug Name</u>	<u>Street Name</u>
Alcohol	Beer, Wine, Whiskey, etc.
Amphetamines	Methamphetamine, Speed, Crack, Meth, Ice
Cocaine	Coke, Crack, Snow, Toot, Rock
Phencyclidine	PCP, Hallucinogens, Angel Dust
Opiates	Heroin, White Horse, Smack
Methaqualone	Quaaludes, Ludes
Barbiturates	Downers, Reds, Yellows, Candy
Benzodiazepines	Depressants, Seconal
Methadone/ Propoxyphene	Synthetic Narcotics, Pain Killers Darvocet, Darvon

B. Reasonable Suspicion and Post Accident Drug Testing: The following is a list of 10 drugs including alcohol which the Company may test.

<u>Drug Name</u>	<u>Street Name</u>
Alcohol	Beer, Wine, Whiskey, etc.
Amphetamines	Methamphetamine, Speed, Crack, Meth, Ice
Cannabinoids	Marijuana, Grass, Pot, Weed, Dope
Cocaine	Coke, Crack, Snow, Toot, Rock
Phencyclidine	PCP, Hallucinogens, Angel Dust
Opiates	Heroin, White Horse, Smack
Methaqualone	Quaaludes, Ludes
Barbiturates	Downers, Reds, Yellows, Candy
Benzodiazepines	Depressants, Seconal
Methadone/ Propoxyphene	Synthetic Narcotics, Pain Killers Darvocet, Darvon

C. Costs of Testing: The Company will pay the cost of initial and confirmation drug tests which it requires of Team Members. The Team Member shall pay the costs of any additional drug tests not required by the Company.

- D. License/Certification Requirements:** The Company will only utilize a laboratory that is licensed by the Florida Agency for Health Care Administration (“AHCA”) and/or certified by the U.S. Department of Health and Human Services. The name and address of the current testing laboratory are available by contacting TLC. In addition, the Company utilizes a certified Medical Review Officer (“MRO”). The name, address, and telephone number for the current MRO are available by contacting TLC. The MRO is not an employee of the testing laboratory noted above.
- E. Reporting of Medication Use:** Before or after any testing pursuant to this policy, a Team Member or job applicant may confidentially report the use of any prescription or non-prescription medication to MRO. If a Team Member or job applicant is using a medication which could alter a drug test result (see Subsection H below), the Team Member or job applicant must promptly report this fact to the MRO. **A Team Member must also notify the manager if he or she is using a medication that may limit his or her ability to perform the job.** To verify the extent of such limitations, the Company may require the Team Member to provide documentation of the medication (including but not limited to a copy of a physician’s statement showing the medication required and extent of prescribed use). Failure to report the use of such medication or failure to cooperate in verification under this section may result in discipline, up to and including termination. Further, the Company will make reasonable accommodations for disabled applicants and Team Members depending upon individual circumstances. Please refer to the Company’s Americans with Disabilities Act Statement for additional information.
- F. Positive Results:** Upon receipt of a positive confirmed test result, the Company will within five (5) days thereafter notify the Team Member or job applicant in writing of the following: the existence of the positive confirmed test result; the consequences of the positive confirmed test result; and the options available to the Team Member or job applicant. Upon request, the Company will provide the Team Member or job applicant with a copy of the test results.
- G. Challenges to Results:** A Team Member or job applicant who receives written notification of a positive confirmed test result may contest or explain the result to the Company and/or MRO, including why such result does not violate the terms of this policy. Such contest or explanation must be provided in writing by the Team Member or job applicant within five (5) working days after receipt of written notification of the positive confirmed test result. If the challenge or explanation

provided by the Team Member or job applicant is unsatisfactory, the Company and/or MRO will provide a written explanation as to why the explanation is unsatisfactory, along with the report of the positive result. The Team Member or job applicant may thereafter contest the positive confirmed test result to the extent allowable under the law and rules adopted by the AHCA. The Team Member or job applicant must notify the testing laboratory if he or she brings any administrative or civil action pursuant to Section 440.102, Florida Statutes. To the extent permitted by law, a Team Member or job applicant may bring an appropriate appeal in an applicable court.

H. Technical Information: Team Members or job applicants may consult with the MRO for technical information regarding prescription or nonprescription medication.

I. Medications Which May Alter Test Results: The following over the counter and prescription drugs that could alter a test result. Due to the large number of obscure brand names and constant marketing of new products, this list is not intended to be all-inclusive:

Alcohol	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
Amphetamines	Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
Cannabinoids	Marinol (Dronabinol, THC).
Cocaine	Cocaine HCl topical solution (Roxanne).
Phencyclidine	Not legal by prescription.
Methaqualone	Not legal by prescription.
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.

Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone	Dolophine, Metadose.
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

VI. Reporting of Policy Violations

Should a Team Member have an objectively reasonable belief that a violation of this policy has occurred, the Team Member is required to immediately report this knowledge to his/her manager or TLC. Such a report will be kept confidential to the extent required by law. The failure to report a policy violation as required by this section may result in discipline, up to and including termination.

VII. Team Member Assistance and Drug Rehabilitation Programs

A. List of Programs

The Company encourages any Team Member who may have a substance abuse problem to get help. The Company maintains a Team Member Assistance Program Life Assistance Plan, which provides help to Team Members and their families who suffer from alcohol or drug abuse. However, it is the responsibility of each Team Member to seek assistance from the Life Assistance Plan on a voluntary basis.

The Team Member's decision to seek prior assistance from the Life Assistance Plan will not be used as the basis for disciplinary action and will not be used against the Team Member in any disciplinary proceeding. On the other hand, using the Life Assistance Plan will not be a defense to the imposition of disciplinary action where facts providing a violation of this policy are obtained outside of the Life Assistance Plan. Accordingly, the purpose of this policy and the Life Assistance Plan are not in conflict but are distinctly separate in their applications.

Through the Life Assistance Plan, the Company will provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse (subject to the provisions of the Company's health insurance plan). Such

Team Members may be granted leave with a conditional return to work depending on successful completion of the agreed upon appropriate treatment regimen which shall include unannounced testing.

The Company maintains a current resource file of external providers of Team Member assistance including alcohol and drug abuse programs, mental health providers, and various other persons, entities or organizations designed to assist Team Members with personal or behavioral problems. The information is available in the TLC office and/or on the Paycom Learning System.

B. Participation in a Team Member Assistance or Drug Rehabilitation Program

A Team Member may voluntarily seek treatment for a drug-related problem if the Team Member has not previously tested positive for drug use, entered a Life assistance program for drug-related problems, or entered a drug rehabilitation program. A Team Member who completes treatment will be required to furnish proof of such completion to TLC. This proof will be reviewed by the Company's designated medical authority as part of a fitness for duty medical examination prior to the Team Member being reinstated to work status. The failure by a Team Member to enroll in and complete a Team Member assistance program or drug rehabilitation program as set forth above will constitute a violation of this policy and will result in termination.

PERFORMANCE EVALUATION

Performance reviews are an ongoing process. Management is continually evaluating your work in relation to your job responsibilities and objectives.

At the Company's discretion, all Full-Time Team Members normally receive a performance review annually in the first quarter of each year, which will be discussed with them by management.

WORKPLACE SAFETY AND HEALTH

Safety is a top priority of the Company, and the Company strives to provide Team Members and visitors a safe and healthy work environment. It is Company policy to fully comply with all applicable government guidelines, including but not limited to the Occupational Safety and Health Act ("OSHA") and any state occupational safety laws and to minimize injuries and accidents through proactive accident prevention programs, high safety and health standards, and fire protection.

Unsafe acts, behaviors, and conditions result in possible injury or illness that can impact a Team Member's ability to work and earn income. Achieving a safe and healthy work environment requires the personal commitment of all Team Members to follow and maintain compliance with good manufacturing safety practices and common sense.

In consideration of our commitment to providing a safe working environment, all Team Members must abide by the following safety guidelines:

- The safe way is the right way to do each job. Shortcuts are not the way. Arrive at work rested, clean, and in good health.
- Be able to give full attention to your job.
- Report any incident right away (even if there is no injury) to your manager.
- Report infections to your manager (which can be evidenced by conditions such as skin eruption, boil, sore throat, vomiting, fever, etc.).
- If you feel ill at work, report to your manager. Get medical aid to protect yourself and others. Keep health tests up to date.
- Obtain written medical authorization from your manager before seeing a doctor for job-related accidents unless it is a life-threatening emergency.
- Operate equipment only as authorized and with all safety guards in place.
- Use all safety equipment such as non-slip shoes, glasses, goggles, hard hats, respirators, guards, etc. as required by your job duties. Your manager will ensure you understand the requirements for your job.
- Observe all posted danger and warning signs.
- Horseplay is NOT allowed and can cause serious injury.
- You are required to wear seat belts at all times while operating or riding in Company vehicles or driving your personal vehicle on Company business.
- Report any damaged or missing equipment to your manager. Do not attempt repairs no matter how skilled you feel you are.
- Report to your manager all machinery, tools or other items in need of repair.
- Report unsafe conditions immediately to your manager.
- If in doubt as to any unsafe act or condition, consult your manager.
- Violations of this policy may lead to disciplinary action up to and including termination.

On-The-Job Injury

Any injury or illness, no matter how minor suffered in the course of employment, must be reported immediately to your manager and the Talent,

Leadership and Culture Department. To report, the Manager should complete and forward an Incident Report form, found on the Paycom Learning System to wccclaims@joe.com. Further distribution of the Incident Report will be coordinated only by the TLC team.

In case of severe injury, seek emergency medical care immediately and notify your manager as soon as possible. You will receive prompt, appropriate treatment for your condition. If the injury or illness qualifies under applicable state workers' compensation law, the Company will pay the medical costs. If time is lost from work, compensation will also be in accordance with the applicable state workers' compensation laws. The cost of this benefit is borne entirely by the Company. Failure to timely report on-the-job injuries may impact a Team Member's entitlement to benefits under applicable state workers' compensation laws.

WORKERS' COMPENSATION

The Company provides a comprehensive workers' compensation insurance program covering any injury or illness you incur during employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period. Benefits are determined based on the type and degree of injury or illness.

The Company will not take any adverse action in retaliation for a good faith filing of a workers' compensation claim.

Team Members are requested to notify their manager and TLC about their return-to-work status.

SMOKE/VAPE-FREE WORKPLACE

It is the intent of the Company to foster a healthy environment by prohibiting smoking/vaping or the use of similar products, including smokeless tobacco, in all Company facilities or in facilities of customers during business and non-business hours. Any smoking/vaping is to be conducted outside of all buildings in designated areas. Smoking/vaping is also prohibited while conducting business with our customers or vendors at any time.

COMPLAINT RESOLUTION PROCEDURE (OPEN DOOR POLICY)

The purpose of this Complaint Resolution Procedure is to ensure that all Team Members have the opportunity to discuss employment-related problems with individuals who may be of assistance. Any information will be kept confidential to the extent possible, and no reprisal of any kind will be taken against any Team Member for using this procedure.

Step 1

Your immediate manager is the first person with whom you should discuss your job-related problem. It is your manager's responsibility to try to help you with the problem and discuss it with you.

Step 2

If you feel you cannot talk with your manager about the problem, you can present your problem, either orally or in writing, to the next higher level of management, with or without your manager's presence.

Step 3

If you are unable to satisfactorily resolve the matter through discussions with management or feel uncomfortable speaking to a manager within your chain of command, please contact TLC by phone or letter or call the TLC Team Member Hotline (toll-free) at **1-866-STJOEHR**.

Step 4

If you are not satisfied with the results of Steps 1, 2, or 3, please give a detailed written account to the Head of TLC for review and response.

Anyone blocking or discouraging the use of this Complaint Resolution Procedure will be subject to appropriate disciplinary action, up to and including termination of employment. Complaints of sexual or unlawful harassment are not intended to be restricted in any way by this policy.

TEAM MEMBER COMPLAINT PROCEDURE FOR ACCOUNTING AND AUDITING

Any Team Member of the Company may submit a good faith complaint regarding accounting or auditing matters to the management of the Company without fear of termination or retaliation of any kind. Team Members with concerns about accounting matters may report their concerns to the Company's General Counsel, the chairperson of the Audit Committee or may access the Company's accounting hotline by calling **(866) 234-8643**. This policy may be reviewed in its entirety on the Paycom Learning System. You are responsible for reading and complying with its contents.

APPEARANCE AND UNIFORM STANDARDS

The image of the Company is influenced by the appearance of its Team Members. We are all expected to practice good hygiene and keep a clean, neat professional appearance and to dress in appropriate business casual attire or in an approved company uniform. Team Members are to also follow site-specific appearance guidelines which may include Forbes and/or branded hotel appearance guidelines. These guidelines will be provided by Forbes Certified properties during orientation. The following standards are applicable as core guidelines for all Team Members.

All Team Members at St. Joe will adhere to neatly kept and professionally maintained appearance standards, including, but not limited to:

Overall Cleanliness

Good personal hygiene habits must be maintained. We expect all Team Members to be as clean and neat as possible and to present a neat, well-groomed appearance and courteous disposition. Teeth should be cared for through regular brushing and cleaning.

General Attire

Name tags are to be worn on the right side of your chest. You are expected to wear appropriate, clean, pressed business casual attire or an approved company uniform. Some employees may be required to also wear safety equipment/clothing. Business casual attire examples include long/short sleeve tailored shirts with collars, pressed woven polo shirts, blouses, or sweaters with appropriate pressed slacks, trousers, or skirts. Athletic wear is not permitted unless your position requires it. Dress shoes that are polished and scuff-free are also required.

Nail Care + Makeup

Nails must be kept clean and trimmed neatly. If nail polish is permitted in positions not handling food and beverage, it should be clear or neutral in color and no longer than ½ inch past fingertip. Nail jewelry and art are prohibited. Excessive makeup of a bold or bright color is not permitted.

Jewelry

Jewelry is to be understated and discreet. One ring per hand. Bracelets or a watch are permitted unless restricted by position. One small necklace is allowed if tucked inside the uniform. Excessive earrings are not acceptable. Maximum of three (3) earrings per ear that are minimalistic in design, modest in size, and do not draw excessive attention, while complementing professional attire.

Property Specific Uniforms

Bruno's Pizza Uniform

Hair Styles

Hair should be clean and well maintained, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all kitchen positions. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas.

Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are discouraged in the nose, face, or tongue, but not prohibited. All other visible body piercing jewelry is to be removed while in uniform. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Golf Clubs – Golf Maintenance Uniform

Hair Styles

Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all golf positions.

Facial Hair

Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are permitted in the nose, face, or tongue. All other visible body piercing jewelry is to be removed while in uniform. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Camp Creek Resort & Golf Clubs (Shark's Tooth and Origins), Marinas and Powder Room

Hair Styles

Hair should be clean and well maintained with no extremes in color. Hair should be neat, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all kitchen and golf positions. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

Team Members are encouraged to come to work cleanly shaven. Beards, goatees, or mustaches are acceptable and must be well-trimmed, uniform and tapered. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are not permitted in the nose, face, or tongue. All other visible body piercing jewelry is to be removed while in uniform. Flesh colored gages may be worn to disguise ear lobe openings. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Forbes Standards – Staff Appearance

Specific standards are shared during orientation and daily stand-ups.

Harrison's Restaurant Uniform

Hair Styles

Hair should be clean and well maintained, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all kitchen positions. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are discouraged in the nose, face, or tongue, but not prohibited. All other visible body piercing jewelry is to be removed while in uniform. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Lodge30A Uniform**Hair Styles**

Hair should be clean and well maintained with no extremes in color. Hair should be neat, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

Team Members are encouraged to come to work cleanly shaven. Beards, goatees, or mustaches are acceptable and must be well-trimmed, uniform and tapered. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are not permitted in the nose, face, or tongue. All other visible body piercing jewelry is to be removed while in uniform. Flesh colored gages may be worn to disguise ear lobe openings. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Pearl Hotel Uniform**Hair Styles**

Hair should be clean and well maintained with no extremes in color. Hair should be neat, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. All Team Members in Food & Beverage must comply with health department rules and regulations for food

preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all kitchen positions. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

Team Members are encouraged to come to work cleanly shaven. Beards, goatees, or mustaches are acceptable and must be well-trimmed, uniform and tapered. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are not permitted in the nose, face, or tongue. All other visible body piercing jewelry is to be removed while in uniform. Flesh colored gages may be worn to disguise ear lobe openings. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Forbes Standards – Staff Appearance

Specific standards are shared during orientation and daily stand-ups.

Scratch Biscuit Kitchen Uniform

Hair Styles

Hair should be clean and well maintained, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all kitchen positions. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are discouraged in the nose, face, or tongue, but not prohibited. All other visible body piercing jewelry is to be removed while in uniform. Tattoos are acceptable, permitting there are no inappropriate or

offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Watercolor Inn & Resort Uniform

Hair Styles

Hair should be clean and well maintained with no extremes in color. Hair should be neat, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. All team members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all kitchen positions. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

Team Members are encouraged to come to work cleanly shaven. Beards, goatees, or mustaches are acceptable and must be well-trimmed, uniform and tapered. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are not permitted in the nose, face, or tongue. All other visible body piercing jewelry is to be removed while in uniform. Flesh colored gages may be worn to disguise ear lobe openings. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Forbes Standards – Staff Appearance

Specific standards are shared during orientation and daily stand-ups.

WaterSound Inn & Club Uniform

Hair Styles

Hair should be clean and well maintained with no extremes in color. Hair should be neat, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all kitchen

positions. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

Team Members are encouraged to come to work cleanly shaven. Beards, goatees, or mustaches are acceptable and must be well-trimmed, uniform and tapered. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are not permitted in the nose, face, or tongue. All other visible body piercing jewelry is to be removed while in uniform. Flesh colored gages may be worn to disguise ear lobe openings. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Hilton Properties Uniform

Hair Styles

Hair should be clean and well maintained, combed away from the face to prevent obstructing eye-to-eye contact or coverage of the name tag. All Team Members in Food & Beverage must comply with health department rules and regulations for food preparation and service areas. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment. Property specific hats are required head wear for all kitchen and stewarding positions. If a hat is required, hair must be in compliance with image standards, unless it can be completely covered by the hat.

Facial Hair

Team Members are encouraged to come to work cleanly shaven. Beards, goatees, or mustaches are acceptable and must be well-trimmed, uniform and tapered. Team Members must comply with OSHA regulations to securely fasten hair when working closely with operating equipment.

Tattoos & Piercings

Visible body piercings are not permitted in the nose, face, or tongue. All other visible body piercing jewelry is to be removed while in uniform. Flesh colored gages may be worn to disguise ear lobe openings. Tattoos are acceptable, permitting there are no inappropriate or offensive language or images. Visible tattoos on the face are not permitted in guest facing positions.

Request for Reasonable Accommodation

Any employee that requires reasonable accommodation for reasons based on religion, disability, cultural, or other grounds protected by federal, state, or local laws should contact their supervisor or Human Resources (Talent, Leadership, and Culture) representative. Reasonable accommodations will be granted unless it would cause undue hardship on St. Joe.

No Retaliation

St. Joe prohibits any form of discipline, reprisal, intimidation, or retaliation for requesting a reasonable accommodation for grounds protected by federal, state, or local law.

COMMUNICATION WITH ANALYSTS AND INVESTORS

The Company believes in full and fair disclosure of material information and that broad, non-exclusionary distribution of material information is crucial and reflects good corporate governance. Any selective disclosure of material information about the Company and its subsidiaries is inappropriate. Designated spokespersons are the only persons authorized to make corporate disclosures to analysts and investors. "Designated spokespersons" means the Company's President and CEO and the Company's Executive Vice President and CFO.

The purpose of this policy is to prevent selective disclosure of material nonpublic information about the Company. The Disclosure Committee shall determine if an intentional or unintentional disclosure of material nonpublic information has occurred and shall direct the Company to make prompt public disclosure.

This policy may be reviewed in its entirety on the Paycom Learning System. You are responsible for reading and complying with its contents.

INSIDER TRADING

No director, officer or Team Member who has material non-public information relating to the Company may buy or sell securities of the Company, directly or indirectly, or engage in any other action to take personal advantage of that information or pass it along to others. This policy also applies to non-public information relating to any other organization doing business with the Company, including customers or suppliers obtained in the course of employment. Security transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) are no exception. Even the appearance of an improper

transaction must be avoided to preserve the Company's reputation for adhering to the highest standards of conduct.

This policy may be reviewed in its entirety on the Paycom Learning System. You are responsible for reading and complying with its contents.

USE OF COMPANY NAME, CHARACTERS & SYMBOLS

The Company's trademarks, names, fanciful or copyrighted characters, other identifying symbols and other intellectual property may only be used with authorization and may not be used by anyone to imply that the Company sponsors, endorses or is connected with any business, program, product, club or organization not part of or directly related to the Company's business activities. Please contact the Company's General Counsel regarding the use of the Company's intellectual property.

INCIDENT REPORTING AND RISK MITIGATION POLICY

If an accident or injury involving the Company's property or a non-Team Member, a mistake, violation of law, default, or breach of agreement has occurred, or you have reason to believe such has occurred:

1. Immediately notify the Legal Department at legal@joe.com and 850-231-6575.
2. For accidents or injuries, immediately (the same day) complete and forward a completed Incident Report form, found on the Paycom Learning System, to the Legal Department at legal@joe.com. Further distribution of the Incident Report will be coordinated only by the Legal Department and should not be provided to others so as to protect attorney client privilege.
3. Follow subsequent direction provided by the Legal Department.

If you receive written or verbal communications by someone suggesting a claim against the Company or an attorney suggesting legal action against the Company. Immediately contact the Legal Department at legal@joe.com.

Once a lawsuit has been threatened or filed against the Company, we are legally required to preserve all documentation and records (which includes email) relevant to the lawsuit. You will be notified by the Legal Department if a legal hold (a notification that requires the preservation of appropriate and relevant records under special circumstances) has been issued relating to

records in your possession, control, or for which you are otherwise responsible.

This policy may be reviewed in its entirety on the Paycom Learning System. You are responsible for reading and complying with its contents.

DISASTERS AND INCLEMENT WEATHER

The Company is concerned with the safety of our Team Members. We have established a toll-free disaster recovery hotline for Team Members to call to determine operating hours during inclement weather or other disasters. The number is **1-866-JOEDR99**. You are responsible for contacting the Company to find out opening and closing hours.

Please refer to the Disaster Pay policy to learn more about receiving pay in the event of a disaster or inclement weather.

BUSINESS TRAVEL EXPENSES

Business-related travel must be authorized in advance by your manager and all expenses must be accompanied by a receipt. Failure to obtain pre-approval or to provide a receipt may result in your expenses being denied. Reasonable expenses will be reimbursed for overnight accommodation, meals, and travel related expenses for authorized Company business. Expenses deemed to be excessive in nature or non-business related may be denied.

Hourly (non-exempt) Team Members will be paid for travel as prescribed by the Fair Labor Standards Act. When traveling, the Team Member will be paid for their normal working hours unless they perform work outside of their regular work hours. Meals, sleeping time and time spent travelling away from home as a passenger on an airplane, train, boat or automobile outside of non-regularly scheduled work hours are typically not compensatory under the law.

Approved expenses need to be submitted no later than 30 days from the date the purchase was made. Any expenses older than 30 days from the date the purchase was made will not be reimbursed unless required by applicable law.

Your manager will further explain business travel policies and expenses that qualify for reimbursement when travel is required for Company business.

COMPANY CREDIT CARDS

Credit cards for approved business purchases may be assigned to certain Team Members and are to be used for business purposes only. You may not secure credit cards or open charge accounts in the name of the Company.

Approval Authority

The issuance of a corporate credit card shall be approved and authorized by the Chief Financial Officer.

Lost or Stolen Corporate Credit Cards

Lost or stolen corporate credit cards shall be reported immediately (in person, via email or by telephone where possible) to the cardholder's Manager and the Company's Chief Financial Officer.

Responsibilities for Credit Card Users

1. All charges on the corporate credit card's statement shall be accompanied by receipts and supporting documents.
2. Card purchases without receipts are ultimately the responsibility of the user. A failure to provide receipts or credible explanation for the unsupported expenditure could result in a debit from the responsible person's salary.
3. Reimbursement for return of goods and/or services must be credited directly to the card account. No cash should be received by the Cardholder.
4. Staff issued with a corporate credit card are in a position of trust. Improper or unauthorized use of the card may result in the cardholder being held liable for expenditures, legal and/or disciplinary action being brought against the cardholder, termination of card-use and/or termination from the Organization.

Credit Card Purchases

Credit cards shall only be used for purchases of goods and services in the performance of official duties for which there is a budget provision. Use of a corporate credit card, or the card number, is restricted to the approved cardholder(s) (or someone acting on her/his behalf). It is not permissible for the card to be used for personal or private purposes or for the withdrawal of cash through a bank branch or any automatic teller machine by holders of the card number. Corporate credit cards are held by the Administrative Assistant,

except in instances where use of the physical card is required by the cardholder. In such instances, the cardholder (person requesting use of the card) and the Administrative Assistant must sign and date when the card was taken out and sign and date when the card was returned. Any transactions made with the Corporate Card must be reported and receipts turned into the Administrative Assistant with the card. Any card returned without proper receipts will be reported to the Senior Vice President / Chief Administrative Officer.

Purchases can be made online, over the phone or by fax.

UNDER NO CIRCUMSTANCES IS A PHOTOCOPY TO BE MADE OF THE CORPORATE CREDIT CARD OR FOR THIS PHOTOCOPY TO BE SCANNED AND FAXED OUTSIDE OF THE OFFICE.

Purchases for capital expenses must have all supporting documentation, including the capex form with all required approvals and signatures before the purchase is completed.

The capital expense must have been a part of the capital expenditures budget approved by the Board of Directors.

Where a department identifies a need to purchase products or services online, the person responsible for identifying the supplier to be used must sign the declaration in Annex 3 acknowledging their understanding of the risks associated with credit card purchases and the guidelines issued as part of the credit card policy and procedure document for purchasing online. Where a payment is made for hospitality and entertainment, it is important to note on the invoice/receipt the number and names of persons entertained.

Misuse of Credit Cards

Cards which show unreasonable, excessive or unauthorized expenditure will be subject to audit and may result in the withdrawal of the card from the cardholder. Unauthorized expenditure or expenditure of a private nature that is proven to be inappropriate will be recovered by deductions from the next payroll.

Records Management

All documentation associated with the payment of a corporate credit card will be maintained within the Accounting Office.

Reconciliation

A financial reconciliation of cardholder purchases will occur on a monthly basis by the cardholder by the date on the monthly close schedule. In addition, external auditors could carry out audits from time to time. Finance personnel will regularly review the credit card statements online for any unusual transactions. Credit card reconciliations are due to accounts payable monthly. Exact dates will be outlined each month on the close schedule sent the week before month-end. Any cardholder who fails to comply with the reconciliation deadlines will be subject to disciplinary action.

Disputed Transactions

Disputed transactions must be resolved with the Supplier and the Bank by the cardholder. The cardholder must notify the Bank immediately for resolution and Finance should be informed to provide further guidance and assistance.

Recommended Guidelines for Using a Credit Card on the Internet

Use of a corporate credit card, or the card number, is restricted to the approved cardholder(s). Outlined below are recommended guidelines from the Accounting Department to manage the risks associated with online transactions.

1. Take care of your card details online. Secure sites will start with https, not http. Secure sites have an added encrypted transaction layer. Other security systems include Secure Socket Layer (SSL), Secure Electronic Transaction (SET) and Hypertext Protocol Secure (HTTPS). Use these whenever possible.
2. Get to know a company before you buy. If you're not familiar with a supplier, it's a good idea to contact them first and ask for some company background before you buy. Are the company's registered details displayed on the home page? Keep a record of them and make sure that there is not a mobile telephone number. Is there some form of accreditation that can be verified? If you are unsure do not proceed with the purchase.
3. Be aware of private sellers. Do not use your card to buy from private sellers. The advice that follows is for completeness. Members of the public often use classified ads and auctions to sell online. However, if you do have any problems, your legal rights may not be the same as they would be if you

were dealing with a business. So always make sure you know who you are buying from.

4. Keep your passwords secret. If you register with a particular site, you'll be asked to enter a username and password. Keep your passwords completely secret - the same way, as you would look after your personal card ATM PIN. Never disclose it to anyone even if they claim to be from the bank or the police and never send it over the Internet. Close your browser after completing transactions to ensure that passwords are not retained in the cache.
5. Read the delivery and returns policy before you buy on the supplier's home page before completing an on-line transaction. Check whether you can return any unsatisfactory items and whether you will get a refund or a credit. The website ideally should also cover delivery methods, delivery cost, currency accepted, taxes applied, return and refund policy, and a contact telephone number or e-mail address.
6. Check for a secure connection before you enter your card details. First, make sure that you're using a secure browser (see point 1 above).
7. Save a record of your transactions. Keep receipts and a record of all online transactions. Print and save a copy of your completed order form and your order confirmation. Most reputable suppliers will e-mail you with an order confirmation within 24 hours. Always keep a record of the website address.
8. Inspect your goods carefully. When you take delivery of goods you buy online, be sure to check that they're exactly what you ordered. If you're unhappy with the quality, or have any other problem, first contact the supplier directly. If you have any difficulty resolving the query with the supplier, then contact the Finance Office. Keep track of impending delivery due dates. If the goods have not arrived, contact the supplier.

PERSONAL VEHICLES ON COMPANY BUSINESS

Occasionally, it may be necessary for you to drive your personal vehicle on Company business. Such travel should be authorized in advance by your

manager. While driving on Company business, you are expected to drive in a safe manner, obey all state and local driving laws, and refrain from the use of cellular phones (except in a hands-free capacity) and alcoholic beverages and drugs that may influence driving ability.

If you do not receive an auto allowance, you will be reimbursed at the Company approved mileage rate for all miles driven, plus tolls and parking expenses when your personal automobile is used for authorized travel for the Company's business. Any costs incurred in the event you are involved in an accident, receive a traffic or parking ticket or incur any other costs related to your automobile while on Company business, will be your responsibility. The mileage allotment or auto allowance is intended to cover all expenses pertaining to your vehicle including wear and tear, fuel, maintenance, insurance, etc.

If you use your personal vehicle for Company business, you are required to carry minimum amounts of comprehensive and/or liability insurance required by law.

USE OF COMPANY VEHICLES

It is the policy of the Company and the requirement of management for all Team Members who drive Company vehicles to observe the highest standards of driving safety. This is true for a number of reasons.

First of all, we want all Team Members to have a safe and healthful job, and we do not want any Team Member to be injured in a traffic accident.

Secondly, we want to continue to present the best image to customers and others who may see our vehicles on the road. Safe driving practices create a positive, professional image.

Thirdly, insurance regulations create a dramatically higher cost for Team Members who have poor driving records. In order to keep our costs as low as possible, we need to be sure to drive safely and to reduce or eliminate traffic violations.

For these reasons, Team Members with existing traffic violations or Team Members who incur traffic violations during their employment with the Company may be subject to driving restrictions in accordance with Company insurance guidelines. Additionally, Team Members who incur traffic violations may be subject to disciplinary action up to and including termination.

Because we may provide you with a vehicle to be used for Company business, you must recognize the responsibilities that come with this benefit. The manner in which you operate the Company vehicle is a direct reflection on all of us at the Company. Therefore, we require that:

- You drive safely and courteously at all times, obeying all traffic laws.
- You refrain from using your cellular phone while driving, except in a hands-free capacity. This prohibition includes, but is not limited to, receiving or placing calls, text messaging, surfing the Internet, receiving or responding to e-mails, and checking phone messages.
- You never exceed the posted speed limit or above a speed that would be safe. The weather, road and traffic conditions may dictate that you drive less than the posted speed limit.
- You pay for all traffic-related tickets and fines (to include parking tickets).
- You wear seat belts at all times while in a Company vehicle.
- You keep the vehicle neat and clean inside and out, free from papers and trash on the dashboard and throughout the vehicle at all times.
- Only authorized Company Team Members may drive Company vehicles.
- You never pick up hitchhikers.

Personal Use of Company Vehicles

Personal use of company vehicles is allowed under certain conditions but must be accounted for according to IRS regulations. IRS rules consider personal use of a company vehicle as a taxable fringe benefit, which must be reported on the employee's income.

The IRS defines personal use as:

- Commuting between home and work (except in specific circumstances).
- Personal errands or trips unrelated to business activities.
- Use for vacations or other personal travel.

Taxation of Personal Use

Under IRS guidelines, employees must be taxed on the value of personal use of a company vehicle. The following methods are commonly used to determine the taxable value of personal use:

- General Valuation Method: The IRS allows companies to use either the Lease Value Rule or the Commuting Rule to calculate the fair market value of personal use.
 - Lease Value Rule: This method calculates the personal use based on a monthly lease value, which varies depending on the make and model of the vehicle, the vehicle's fair market value, and the number of miles driven for personal purposes.
 - Commuting Rule: Under this rule, employees who commute to and from work using a company vehicle must include the value of that commuting as a taxable benefit. The IRS assigns a flat daily commuting value (usually \$1.50 per trip, but this is subject to change).
- Cents-per-Mile Rule: Alternatively, employees may elect to use the Standard Mileage Rate (published by the IRS each year) for personal use miles driven. This rate covers gas, maintenance, and other operating costs.
- Actual Expense Method: Alternatively, if detailed records are kept, employees can calculate the proportion of vehicle expenses (such as gas, maintenance, insurance, etc.) that correspond to personal use. This amount is then taxed as a fringe benefit.

Documentation and Reporting

Employees are required to maintain accurate records of both business and personal use of the company vehicle. This includes:

- Date, miles driven, and the purpose of each trip.
- Commuting mileage, if applicable.

The company will report the value of personal use on the employee's W-2 form at the end of the tax year, and it will be subject to income tax withholding, Social Security, and Medicare taxes.

Employee Responsibility

Employees who use a company vehicle for personal purposes must ensure:

- Personal use complies with the terms outlined in this policy.

- Accurate records are maintained and submitted to the HR department as requested.
- Any additional taxes associated with personal use are paid.

Consequences of Non-Compliance

Failure to adhere to the policy or failure to report personal use accurately may result in disciplinary action, up to and including termination, as well as potential tax penalties.

Conclusion: This policy ensures that the company remains compliant with IRS regulations regarding personal use of company vehicles. Employees are expected to follow these guidelines and report their personal use of company vehicles accurately to avoid any tax-related issues.

For any questions or clarifications regarding this policy or IRS rules, please contact the TLC department.

EMPLOYER PROVIDED TRANSPORTATION

The company will make transportation available to employees who reside in company provided housing and are assigned to eligible locations via a routed shuttle schedule. The shuttle is only intended for work purposes, which include transportation to or from a shift and other employment-related activities as deemed necessary by a TLC representative. Use of the company provided transportation is voluntary. Employees who utilize the company provided transportation understand and agree that the time spent being transported is not compensable work time.

Employees who are eligible for these transportation services and opt to use them will be charged a set daily rate which may be changed to reflect current economic climates. If a change in the cost of employer-provided transportation is set to occur, eligible employees will be notified at least 30 days in advance. The cost of services will be collected via a payroll deduction. In the event that weather conditions do not permit the safe operation of the shuttle, eligible employees will be notified within an hour of the scheduled route.

Employer provided transportation shuttle schedules will be altered during pre and post seasons to best accommodate employee residents. While the company will make all efforts to accommodate employee schedules, it may be required that eligible residents willingly opt for earlier scheduled routes to minimize shuttle overload. While utilizing these transportation services, eligible employees are expected to act in a professional and safe manner.

Therefore, we require that:

- You wear your seatbelt at all times.
- You remain seated while the shuttle is in motion.
- You refrain from loud, distractive, or inappropriate communication with the driver and or/ other passengers.
- You avoid smoking, the use of e-cigarettes or vapes, and consuming alcohol while on the shuttle.
- You refrain from eating or drinking while in the shuttle.
- You remove all items that you brought into the shuttle, including trash and debris.
- You complete all tracking requirements surrounding your use of the shuttle with honesty and clarity.
- You make all efforts to respect the operational schedule of the shuttle.
- You understand that if you are not in the designated pickup area in accordance with the shuttle schedule, accommodations are unable to be offered to you.

If an eligible employee does not act in accordance with professional or safe standards, transportation services may be denied after investigation occurs. If it is found that an employee does not adhere to the above professional manner or uses the shuttle outside of its intended purposes, corrective action up to and including termination may occur.

COMPANY PROPERTY/ INTELLECTUAL PROPERTY

Our Team Members take pride in being able to use some of the most up-to-date equipment available in our industry. The Company has a large investment in equipment and each Team Member is asked to help protect the equipment as though it were their own. Team Members are responsible for Company equipment assigned to them.

Business equipment is provided for use on Company business only. Team Members should not take any equipment, supplies, or other Company property from the premises without express written or electronic mail permission from a member of management.

Intellectual property is considered the sole property of the Company. It includes all documents, forms, software, etc. developed by the Company or Team Members of the Company, on behalf of the Company. Team Members may not use or disclose the Company's intellectual property except as expressly authorized by the Company.

SECURITY

Maintaining the security of Company buildings and vehicles is every Team Member's responsibility. The habits that ensure security are as follows:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform a manager.
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them should the need arise.
- When you leave the Company premises, make sure that all entrances are properly locked and secured and the security alarm is armed.

SOLICITATIONS/DISTRIBUTION

Solicitations and distribution can put undue pressure on Team Members and interfere with work activities. Therefore, the following shall apply to solicitations or distribution of literature:

1. There will be no solicitation or distribution of literature during working time or at any time in working areas, unless approved in writing by the Head of TLC.
2. Working time means the period of time that is spent in the performance of actual job duties, either by the person soliciting or by the person(s) being solicited.
3. There will be no solicitation or distribution of literature on Company premises at any time by non-Team Members without the prior written approval of the Head of TLC.

Solicitations which are forbidden include, but are not limited to, solicitations for magazines or periodicals, subscriptions, memberships in organizations and political contributions.

Distributions which are forbidden include, but are not limited to, political or religious literature, advertising brochures, packages of materials, leaflets or information bulletins.

Strict compliance with this rule is required of all Team Members. Violation of this rule will be grounds for discipline up to and including termination. In

general, access will be granted to non-Team Members only for non-denominational charitable purposes.

WORKPLACE VIOLENCE AND WEAPONS

The Company prohibits and does not tolerate any type of workplace violence committed by or against Team Members. You are prohibited from making threats or engaging in violent activities. Any Team Member determined to have committed such acts will be subject to disciplinary action, up to and including termination.

If you receive a threat of violence from any Team Member, vendor, customer or anyone else at work, you should report it to your manager and TLC immediately.

All activities related to the situation will be held in strict confidence and promptly investigated in such a manner as to protect the privacy of all concerned, to the extent allowed by law.

The Company does not allow explosive devices of any kind on property owned or managed by the Company. In addition, you may not possess an explosive device while on Company business. The exception to this is for Timberland Team Members who use these devices in their line of work in the field.

Guns are not permitted on Company property unless you possess a valid concealed weapons permit, and it remains locked in your vehicle. At no time is a gun/weapon permitted in any of our offices or facilities. Timberland Team Members working in the field may carry weapons to protect themselves from dangerous wildlife and Powder Room Team Members may carry weapons consistent with the policies and procedures specifically relating to the Powder Room.

All persons who apply for a protective order or restraining order that lists the Company as a protected area must provide a copy to TLC.

INFORMATION SYSTEMS – ACCEPTABLE USE & SECURITY POLICY

The Company is committed to providing tools that will promote and facilitate resource sharing, innovation and communication, for the purpose of improving efficiency and productivity. E-mail, telephones, voicemail, access to the Internet, personal computers, networks, electronic disk storage, fax machines and other similar electronic devices, referred to as “resources”, are

tools intended to facilitate the performance of required responsibilities and should not be used for personal purposes. Company Team Members, referred to in this policy as “Users”, are responsible for adhering to the procedures defined in this policy.

Purpose

The purpose of this policy is to:

- (a) Set forth appropriate and inappropriate uses of the Company’s electronic resources.
- (b) Define permitted and prohibited email and Internet practices.
- (c) Inform Users of their responsibility to protect the Company’s information assets.
- (d) Define best practices which when implemented enhance the value and usefulness of company resources.
- (e) Prevent negative consequences, such as damage to the Company’s reputation or adverse legal actions against the Company, that could result from the improper use of Company systems.
- (f) Promote cybersecurity.

1.0 Resource Ownership and Privacy

E-mail, telephones, voicemail, personal computers, networks, electronic disk storage, fax machines, other similar electronic resources and data are the property of the Company. Users have no right to or expectation of privacy with respect to information sent or saved on Company systems. The Company reserves the right (but does not have the obligation) to monitor and log the use of all resources, including but not limited to the contents of all files, data and other materials on any work or business-related computer system or equipment, e-mail, voice mail, Internet access and usage and the contents of any electronic storage devices.

Users may not use the Company’s confidential information, trade secrets, marketing materials, operational procedures, personal information or financial information, software source code, or technical information for unauthorized purposes, such as for personal gain or profit.

2.0 Software Licensing

The Company purchases and tracks software licenses so as to ensure that all of the legal requirements for the use of such software are met. Unauthorized duplication or use of software violates copyright laws and could

subject the individual User and the Company to civil and criminal penalties under the United States Copyright Act (fines of up to \$250,000 and terms of imprisonment of up to five years). Accordingly, it is the policy of the Company that:

- (a) Software must be requested by contacting the Company Help Desk and must be installed by the IS Department or vendors specifically authorized by the IS Department.
- (b) Installed software may only be used in accordance with the applicable purchase or license agreement.
- (c) Users may not acquire, create, distribute or knowingly utilize unauthorized copies of software or copyrighted materials.
- (d) Users may not copy programs or other software from one device to another.
- (e) Users may not download any public domain, freeware or shareware programs onto Company owned equipment without approval of the IS Department, which may be requested by contacting the Company Help Desk. (f) In the course of using computer resources, Users may be asked to accept the terms of a "License Agreement" or "Terms of Use" agreement or other legally binding contract. Such contracts generally provide textual information outlining the User's responsibilities, rights, or limitations of use, and generally require an action such as clicking on the word "Agree" or "I Agree" to signify acceptance. Users may not accept or agree to be bound by any contracts, terms and conditions of use, license agreements, or other types of online agreements which they have not been authorized by management to accept, agree to, or be bound.

3.0 Use of Company Systems

Company owned resources are intended for business-related activities. Use of such resources, including e-mail and the Internet, for informal or personal purposes is permissible within reasonable limits when done during non-working time and provided that the use is consistent with professional conduct and does not unduly interfere with the User's job responsibilities. Some guidelines regarding personal use include but are not limited to the following:

- (a) Telephones and fax machines may be used for occasional personal use provided that no tolls are incurred, and that the activity occurs during non- working time.
- (b) Use of resources to transmit jokes, humorous anecdotes or other similar content should be kept to a minimum and should always be in good taste, and not offensive, harassing or pornographic.
- (c) Use of resources to transmit chain letters or other similar content is not permitted.
- (d) Use of Company systems for political purposes (for example, using e-mail to circulate advertising for political candidates) is prohibited except when done under specific exemption which can be requested by contacting the Help Desk.
- (e) Use of resources to harass, intimidate or otherwise annoy another person (for example, sending unsolicited messages or unwanted mail after being told it is unwanted) is prohibited.
- (f) Use of the Internet or e-mail to transmit messages, pictures, or material that is offensive or discriminates against individuals on the basis of race, creed, color, national origin, religion, political affiliation, age, sex, sexual orientation, disability, or any other protected class or that violates the Company's Equal Employment Opportunity or Sexual Harassment Policy is prohibited.
- (g) Use of the Internet or e-mail to access or transmit obscene, harassing, offensive, unlawful or pornographic material is prohibited.
- (h) Use of computer games on Company equipment is prohibited.
- (i) Use of computer systems to download music or video files is prohibited except when required by business need, and provided that the content is properly licensed and utilized.
- (j) Users should be conscious of the amount of bandwidth consumed for personal activities. (For example, use of streaming audio to listen to radio stations or streaming video to watch news reports should be avoided.)
- (k) Posting information to public forums, including to Internet newsgroups, UseNet, Web Sites, Web Logs, also known as "blogs", is prohibited unless done in the course of performing required job duties. Posts

made in the course of performing required job duties must contain the following disclaimer: "The opinions expressed herein are strictly my own and are not necessarily those of The Company or its management."

- (l) Use of "Messenger" applications such as AOL instant messenger, Windows Messenger, ICQ etc., to communicate with other internal or external Users is prohibited.
- (m) E-mail and voicemail messages of a personal nature (for example, messages from a spouse or messages from a coworker regarding lunch plans) should be read or listened to and then promptly deleted to conserve system resources.
- (n) Even though the Company makes a significant effort to maintain a professional and pleasant technological work environment through the use of automatic filtering mechanisms and its policies, the potential remains that users may be exposed to offensive, sexually explicit and inappropriate material which has an unfortunate and pervasive internet and e-mail presence. In cases where offensive, inappropriate or explicit content is displayed as a result of the inappropriate actions of another User, the conduct should be immediately reported to a manager or manager. In cases where the exposure is a result of innocuous activity or occurs in the normal course of performing one's responsibilities, display of the content should be eliminated immediately. Users may report contact with offensive or inappropriate content to the Help Desk. Such reports will be used by the technology department to facilitate the improvement and tuning of filtering technologies.
- (o) Computers and other devices are configured by the IS Department in a way intended to ensure efficient, safe, and legal operation, and to minimize unique or unusual configurations which can hinder support efforts. Users are prohibited from making changes to their system configurations, other than changing aesthetic or cosmetic preferences. Users must contact the Help Desk if configuration changes are required or desired. Examples of configuration changes which are prohibited, except under specific authorization from the Help Desk, include:
 - (i) Installation or use of any software, device driver, utility, applet, control or alternate operating system of any kind, regardless of the function or purpose.

- (ii) Use of any hardware device, removable media device, or removable media when used as a boot device, or boot media.
- (iii) Disabling any security or auditing software
- (iv) Taking any action or using any means that has the intention or result of increasing the capabilities or permissions of a local or network account above those granted by the IS Department, even if the increased capability or permission is temporary.

4.0 Use of Non-Company Owned Computing Equipment or Software

- (a) Use of non-Company owned equipment on the Company network is prohibited.
- (b) Use of non-Company owned software on Company owned computers is prohibited.

Exemptions to this policy section can be requested by contacting the Help Desk.

5.0 E-Mail Procedures

Users should understand that the e-mail system does not guarantee privacy, proof of origin or proof of receipt.

When sending an e-mail message to an Internet recipient, be aware that the e-mail message could potentially be read by many parties throughout the transport of the message (including parties not affiliated with the Company). Messages requiring privacy, such as messages containing personal health or financial information, must be encrypted.

Due to the nature of e-mail, it is possible for someone either outside or inside the Company to forge an e-mail message, making it appear to have been sent by someone other than the actual sender of the message. Users should be aware that there is no assurance that a message was actually sent by the person listed in the "From" field of any e-mail message. Although this type of forgery is not common, Users should keep this possibility in mind when acting on or responding to information contained in any e-mail message. Cases of suspected forgery should be reported to the Help Desk.

Due to the nature of internet communications, receipt of a message by a recipient is not guaranteed, even if the message appears to have been sent successfully, and even if you do not receive any notices of non-delivery. As a result, communications requiring guaranteed receipt of the message or proof that the recipient received the message should not be conducted via e-mail.

The following general guidelines must be observed with respect to the use of the e-mail system:

- (a) Due to the special handling requirements of potentially sensitive data that you may receive requiring message encryption, do not automatically forward any e-mail to any other e-mail account, such as by creating an auto-forwarding rule to send incoming mail from your work e-mail account to your home e-mail account.
- (b) Due to the risk associated with forwarding loops, e-mail bombs, excessive unsolicited e-mail messages (SPAM) etc., do not automatically forward any e-mail from a personal e-mail account to your Company e-mail account.
- (c) To minimize receipt of unsolicited e-mail (SPAM), do not post your Company e-mail address on any web sites or in any public forums.
- (d) Do not use a Company e-mail account to receive non-work-related content, such as daily newsletters, jokes-of-the-day, shopping rewards, etc., as these lists often share your e-mail address with other lists, resulting in the receipt of large amounts of unsolicited e-mail (SPAM).
- (e) If you receive an unsolicited e-mail message and recognize it as such, delete the message without opening it. If after opening an e-mail message, you discover that it is an unsolicited e-mail message, delete the message. Do not reply to the message or click on any links contained in the message, including links claiming to "remove" you from the list.
- (f) No unsolicited bulk emails may be sent by or on behalf of The Company or any of its subsidiaries to more than 25 external recipients without prior approval. Prior approval may be requested by contacting the Help Desk.

- (g) Solicitations for charity, political, personal affiliations or causes, regardless of the number of message recipients are prohibited without prior approval. Prior approval may be requested by contacting the Help Desk.
- (h) Use of the e-mail system to send large file attachments from one internal user to another internal user wastes resources and should be avoided. Placing files in a shared network location is the preferred method of sharing files. The Help Desk can assist in developing efficient file transfer procedures where necessary.
- (i) Employees should review an entire e-mail thread, including all of the previous replies and forwards, before retransmitting an e-mail message. Failure to do so may result in the inadvertent release of confidential or sensitive data to parties not authorized to view such information. E-mail messages containing attorney-client communications should not be forwarded without the permission of the sender or other authorized personnel and should be encrypted as necessary. All messages written by others should be forwarded “as-is” and with no changes, except to the extent that the changes are clearly indicated by using brackets “[]” or other characters to indicate changes were made.
- (j) Each User must take all appropriate precautions to ensure that confidential information of the Company is not improperly disclosed or otherwise compromised. If confidential information is transmitted via e-mail, the sender of the message is responsible for:
 - (i) ensuring that the message is clearly labeled in the subject line and the body of the message as “Confidential,” and/or “Privileged Attorney- Client Communication,” as applicable;
 - (ii) keeping the address list for the message to a minimum, need-to- know basis; and
 - (iii) ensuring all recipients are aware of the obligation to maintain the confidentiality of the information contained in the message.

- (k) Users should endeavor to compose every e-mail in an intelligent and thoughtful manner. E-mails, including confidential and internal e-mails, may be ordered to be disclosed during litigation. Even deleted e-mails may still be accessible and obtained by third parties. E-mails are sometimes composed in an informal manner without sufficient thought. An off-handed e-mail message or an e-mail message written in a way that could be taken out of context could prove damaging. Before sending an e-mail message, consider its possible future implications; ask yourself if it is an e-mail you would want to be seen on the front page of the local newspaper, by your manager.

Users accessing the e-mail system via Company provided webmail must adhere to the following additional guidelines:

- (a) Before accessing webmail from a home computer, Users must request a copy of the policy/checklist titled "Securing a Home or Personal Computer" by contacting the Help Desk and implement the security measures detailed in that document. After a home computer has been properly secured, use of webmail from that computer is acceptable.
- (b) Use of webmail from computers borrowed from others or from public terminals, such as those found at airports and cafés is discouraged as the security state of those devices cannot be determined. The presence of virus infections, spyware, and other software could lead to the capture or recording of your username and password, allowing unauthorized persons access to your e-mail. Never use webmail to transfer files onto any non-Company owned computing devices.
- (c) When you are finished using webmail, click the "log out" link, and if possible, also close the web browser. Failure to "log out" may allow others access to your e-mail.

A commercial E-mail is any e-mail which advertises or promotes any commercial product or service of the Company or any of its affiliates. Users must have all Commercial E-mails reviewed and approved by the legal department before sending.

6.0 Commercial Fax Procedures

Any fax advertising or marketing the availability or quality of any property, goods, or services is a “commercial fax”. Commercial faxes require compliance with all of the following requirements:

- (a) Each recipient must write and sign (electronic signature is acceptable) a statement consenting to receive faxed advertisements from the Sending Company. This consent document must include the fax number to which faxes may be sent.

Note: Upon receipt of a request by a recipient revoking consent, the request must be logged and complied with promptly.

- (b) The following information must be included on each Commercial fax:

- (i) Name of the Sending Company
- (ii) Date and time the fax was sent
- (iii) Telephone number of the Sending Company’s fax machine
- (iv) Telephone number of the Sending Company

A statement informing the recipient to call the telephone number if removal from the recipient list is desired.

It is not permissible to send commercial faxes to a recipient without meeting each of the above requirements, even if an affiliate company to the Company has already met these requirements.

Additionally, vendors or independent contractors hired by the Company to send commercial faxes on behalf of the Company:

Must agree in writing to comply with all of the above requirements

The agreement must provide for the right of immediate termination for failure to observe these requirements

The agreement must be kept on file.

7.0 Use of Company Provided Remote Access

Users may not use any means other than those approved and provided by the Company to gain external access to internal Company resources. Such means may include but are not limited to remote control software (e.g., PCAnywhere, VNC etc.), websites (e.g., GoToMyPc.com, GoToMyAssist.com, Webex.com etc.), or hardware devices such as modems. In addition, Users may not allow any person, contractor, or vendor to utilize such means to attach their devices to internal Company resources. If asked by any party to grant access using such means, refer that person to the Help Desk or to this policy.

Remote access into the corporate network is granted to individuals on an as-needed basis. Remote access requests are made by contacting the Help Desk. Upon approval of the request, Users will be provided with all software, instructions, passwords etc. required to configure and use the remote access solution.

Because remote access provides a similar level of access into the network as the access granted when using an internal workstation, all of the same precautionary measures must be observed with respect to securing the remote access software, instructions, passwords and any other credentials given to you. Loss of any of these items constitutes a potential breach in security and must be immediately reported to the Help Desk. Loss or theft of a laptop or desktop computer configured with remote access capability must be immediately reported to the Help Desk.

8.0 Data Storage Procedures

Data should be stored only on network storage devices, which can be accessed through mapped network drive letters by right clicking on the 'Start' button and then left clicking 'Explore'. Network storage devices will always be assigned drive letters greater than "C". Data should never be stored on the "C" drive of any workstation, as workstations are not backed up and are subject to hardware or software failures which may result in data loss. Users of mobile computing devices may create and store data on the local device as may be necessary, but only until it is practical to move that data to a secure network storage location. Data containing personal health or financial information must be stored in an encrypted state. Contact the Help Desk for obtaining encryption software as may be required.

Users should be aware that deleting files or reformatting media may not permanently erase data. Because of this, computers, hard drives, USB drives, writeable CD-ROMs, writeable DVD's etc. must be returned to the Help Desk for proper sanitization prior to disposal. Media may not be disposed of in trash or other refuse receptacles.

Conservation of network storage disk space is essential to the effective functioning of the network infrastructure. Excessive use of sound clips, animations, video clips and other such items that utilize large amounts of bandwidth and storage space are discouraged, and in certain instances as described elsewhere in this Policy, strictly prohibited. Users should exercise sound housekeeping practices by properly labeling and filing electronic data files. Data stored on the system should occasionally be reviewed for pertinence and applicability. Data found to be obsolete, unneeded or redundant should be deleted from the system.

9.0 Understanding Backups

Data must be backed up in order for that data to be recoverable at a later date. Files which are open, such as Word, Excel and PowerPoint documents, cannot be backed up by the backup operation. Files must be closed in order to be backed up.

Data stored locally on the “C” drive of an individual desktop or laptop computer is not backed up. Data must be stored on a network storage device, (which will always be lettered higher than “C”) in order to be backed up. Employees should store all data on network servers.

File or e-mail restores may be requested by contacting the Help Desk.

10.0 Virus Protection Practices

All workstation computers shall be equipped with automatically updating Anti-Virus software, which continually monitors the system for virus infection. Disabling anti-virus protection software is prohibited.

It is possible that newly released viruses are not yet recognized and blocked by Anti-Virus software due to the potential time lag between release of the virus and release of anti-virus signature files which recognize the virus. Because of this, Users should continuously take precautions to minimize the chance of infection by observing the following practices:

- (a) If you notice for any reason that Anti-virus software is not present or not running on your computer, turn off the computer and notify the Help Desk.
- (b) Saving an e-mail attachment to disk and then virus scanning the attachment decreases the probability of an infected file being allowed to run. This practice, unlike opening the attachment directly from an e-mail message, provides

additional security by allowing the workstation anti-virus scanner an opportunity to examine the attachment. This practice increases security above that provided by the e-mail anti-virus software alone and should be observed in cases where additional anti-virus protection is deemed appropriate or desirable. Contact the Help Desk to request training in the use of this technique, if necessary.

- (c) Anti-Virus software is unable to properly scan encrypted e-mail messages. Caution should be exercised during message decryption to ensure that attachments are not run or opened prior to scanning the decrypted file for viruses.
- (d) E-mail attachments ending in “.vbs”, “.vbe”, “.js”, “.jse”, “.ws”, “.wsc”, “.wsh”, “.wsf”, “.pif”, “.exe”, “.bat”, “.com”, and “.scr” are commonly malicious, and should not be run or opened unless you understand what function these applications will perform when run or opened.
- (e) Avoid opening e-mails from known senders having a subject line that appears inappropriate given the existing relationship. (For example, an e-mail with the subject “I love you” from a professional colleague, or generic subjects such as “Look at this, it’s interesting”). Forward these e-mails without opening, to the Help Desk for further investigation. Contact the Help Desk to request training in the use of this technique, if necessary.
- (f) Never download files from unknown or suspicious sources.
- (g) Avoid the use of USB drives unless required by business need.
- (h) If use of a USB drive is necessary, scan the disk with antivirus software before saving data to or reading data from the disk.
- (i) Perform a virus check before installing, running or opening any files downloaded from the Internet, including document files such as Microsoft Word and Excel.

In spite of all efforts, there remains a possibility that a system may become infected with a virus. Users should be familiar with the symptoms of virus infection and be prepared to take action to minimize the adverse effects.

Symptoms of a virus infection may include:

1. Antivirus software indicates a virus is present.
2. E-mail applications inexplicably start rapidly sending mail messages.
3. Strange dialog boxes or message boxes appear on your screen.
4. Strange sounds or music inexplicably play from the speakers.
5. Mouse and keyboard activity on your screen seems as if someone is remotely controlling your computer.
6. Your antivirus program is inexplicably disabled or not present.
7. Out-of-memory error messages appear on your screen.
8. The computer spontaneously restarts.

If you experience any of the symptoms described above, take the following actions:

1. Immediately turn off the affected computer.
2. Isolate all diskettes that have been recently used on the computer. Do not allow these diskettes to be used on other computers until they have been evaluated for possible infection.
3. Take note of recently accessed network files or e-mail messages and be prepared to communicate this information to the Help Desk.
4. Contact the Help Desk for assistance in virus diagnosis and treatment.

E-mails containing warnings about viruses should not be forwarded to other Users as many warnings about viruses sent via e-mail are hoaxes which

result in wasted time and resources. The Help Desk will communicate all information regarding actual viruses as necessary.

11.0 Physical Security

Physical security has been implemented throughout the Company for the purpose of protecting Company resources from damage and theft, and in some cases, to provide an access audit trail.

If your access credentials are used by others, either with or without your consent, there may be no way to determine that you are not responsible for the actions taken by the individual using your credentials. For this reason, Users are required to take precautions to safeguard access cards, keys, door codes and other such access mechanisms by adhering to the following guidelines:

- (a) Do not loan or give your access codes, access cards, keys or any other security mechanisms to any individual under any circumstances.
- (b) Immediately report loss, suspected loss, theft, or suspected theft to the Help Desk. You may be held responsible for any actions performed under the access of your credentials up until the time that the loss is reported.
- (c) When two or more people enter through a secured door, each individual must enter or present their access credentials. (For example, when passing through a door which has already been opened by the access credentials of the person passing before you, you are still required to swipe your access card or enter your key code.)
- (d) Never copy access devices, such as keys.
- (e) Labeling keys, access cards or other access devices is discouraged. In the event that an access device is lost, labels showing information such as the name of the card owner, or the door that a particular key unlocks, would unnecessarily give information to the individual recovering the device.
- (f) Entering into any area for which you have not been authorized access is prohibited. Following another individual into a secured area to which you have not been authorized access is prohibited. Allowing anyone else to follow you into

a secured area, without verifying that the system has accepted their credentials is prohibited. If an individual demands that you allow them access, refer them to this policy, or to their manager.

- (g) An authorized individual may allow a guest to enter into a secured area, providing that the authorized individual is certain that doing so will in no way compromise security, and providing that the authorized person provides continuous supervision of the guest.

12.0 Password Security

Passwords are an important and essential aspect of data security which should be carefully selected and guarded. If someone uses your account without your knowledge, there may be no means to determine that the activity was not performed by you. Please carefully review the following password standards:

Attribute	Standard
Minimum Password Length	Password length must be a minimum of 8 characters.
Password Maximum Lifetime	Passwords have a 90-day maximum lifetime. You will be prompted to change your password 14 days before the password expires. Note: When changing your password, do not simply increment your current password. (For example, do not change your password from "mypassword1" to "mypassword2" as this negates the benefits of changing the password.
Password Minimum Lifetime	Your password cannot be changed within 15 days of the previous change.
Password Rotation	New Passwords cannot match any of your 3 previously used passwords.
Password Complexity	Contain at least three of these four-character types: <ol style="list-style-type: none"> 1. uppercase letters 2. lowercase letters 3. numerals 4. non-alphanumeric characters (e.g., *, %, &, !)
Initial Passwords	When your account is created, it will be assigned an initial password which you can calculate by plugging information that you know into a formula that will be given to you. When you log in using that password, you will be prompted to change the password to one of your choosing.

Displaying Passwords	Passwords must not be displayed anywhere and should be written down only if absolutely necessary. If passwords must be written down, they should be placed in secure locations. Passwords should never be placed in 'guessable' locations such as under a keyboard or in a desk drawer or on ANY computer system including iPads or similar devices. Do not allow others to watch you type your password, and do not watch others type their password.
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Attribute	Standard
Password Violations	The maximum number of times a password can be attempted is 5. After 5 unsuccessful attempts, the account will be locked. Accounts will automatically unlock after 15 minutes.
Locked Accounts	Help Desk assistance will be required to unlock a locked account if waiting for the account to automatically unlock is not an option. If the password must be changed by the Help Desk, the password will be set to an <i>initial password</i> .
Password Protection	You must never use the same password for St. Joe Companies accounts as for other non-St. Joe Companies accounts such as Hotmail or Yahoo accounts, online trading sites, etc.
Revealing Passwords	There is no legitimate reason that anyone will ever need to ask you for your password over the telephone or through e-mail. Never reveal your password to <u>anyone</u> over the telephone or through e-mail, including the IS staff or Help Desk. If someone demands your password over the telephone or in e-mail, refer them to this policy or to their manager. Don't reveal your password to a co-worker, such as when you go on vacation. Don't provide information about your password, such as describing to others how you chose your password.
Timing Password Changes	For ease of memory, it is a good practice to time the change of your password with the beginning of a new work week, and to try to avoid changing passwords at the end of the work week, or immediately before a vacation.
Reporting Suspected Violations	If a password is suspected to have been compromised, change the password. If you feel that the situation warrants, also call the helpdesk to alert them of the situation. If you require assistance changing your password, call the helpdesk.

Password Creation Guidelines

These guidelines are provided to help you select passwords that are both hard for others to guess or for programs to crack, and yet easy for you to remember, so that you do not need to write them down.

Weak passwords have the following characteristics:

1. Are dictionary words in any language, including slang

2. Are derivatives of personal information, which others may be able to learn, such as your name, spouse's name, pet's name, favorite places, birth dates, phone numbers, social security numbers, or any part of your address.
3. Are based on, or are any derivative of the "St. Joe" name.
4. Are word or number patterns such as abc123, qwerty, 12345, etc.
5. Are any derivation of your login name, either as-is, capitalized, doubled, etc.
6. Any of the above spelled backwards or reversed.
7. Any of the above preceded or followed by 1 or more digits (e.g., secret1)

Strong passwords have the following characteristics:

1. Total at least eight characters in overall length.
2. Contain at least three of these four-character types:
 - a. uppercase letters
 - b. lowercase letters
 - c. numerals
 - d. non-alphanumeric characters (e.g., *, %, &, !)
3. Extremely strong passwords can be created by introducing one or more extended ASCII characters into the password (This is done by holding down the left "ALT" key while typing a number between 128 and 255 on the keyboard number pad, then releasing the ALT key)
Note: Numbers must be typed on the keyboard number pad and not the number keys located at the top of the keyboard.

Password Creation Tips

The following techniques, which can be combined as desired, will assist in the creation of passwords that are both strong and memorable:

1. Make up a mnemonic which could be based on a song or book title or other memorable phrase. For example, a mnemonic phrase might be: "I love to drive my new Dodge Stratus", and the resulting password could be: "il2dmnDS!"

2. Pick a word or phrase and then substitute symbols and numbers for certain letters. For example, if your phrase was "GoJaguars" your password might be "G0J@gu@rs".
3. Remove all the vowels from a short phrase. For example: m2ctSrgry* ("my two cats are gray")
4. Introduce "silent" characters into the word. Example: va7ni9lla&
5. Deliberately misspell the word or phrase. Example: vany11a ^
6. Use a memorable word but move the hands up or down a row from the home row on the keyboard when typing it. In this way, "GoFishing" might become "T9R8wy8ht".
7. Merge unrelated adjectives and nouns, such as "funnyclock" or "smartbottle", and then add a number and a symbol, to create "funny(l0ck" or "sm@rtbott1e"
8. Add random capitalization to your passwords. Example: "thebeaCH!"
9. Use extended ASCII characters. In this way "thebeaCH!" could become "thebeaCH!ϕ"
10. Create a password in the same way a vanity license plate could be constructed. For example, the phrase "I hate mayonnaise" could be written "IH8Mayo". Adding symbols, the password could be written "IH8_Mayo!"

Note: Capitalizing only the first letter or only adding numbers to the end of a password does not increase password strength, as common password crackers automatically try capitalization of the initial letter and add numbers to the end. Adding capitals anywhere other than the beginning or adding numbers anywhere except the beginning or end does increase password strength.

Securing Unattended Devices

All PCs, laptops and workstations should be secured when unattended by logging-off, by locking or use of password protected screen saver.

Compliance Verification

Password cracking or guessing may be performed on a periodic or random basis by the IS Department. If a password is guessed or cracked during one

of these scans, you will be notified and will be required to change the password.

13.0 Document Security

Documents containing personal health, financial, or other potentially sensitive content must be handled according to the procedures defined in the policy titled "Information Classification and Handling Policy", which includes the following precautions:

Documents containing sensitive data must:

- (a) Only be printed to private printers.
- (b) Must not be left in plain view of others or left unattended.
- (c) Must be disposed of properly.

14.0 Portable Computing Devices

Portable computing devices such as laptop computers, tablet PC's, and cell phones provide important functions which improve efficiency and productivity, but which also present additional and unique security risks that must be mitigated. Users are required to observe the following procedures with reference to the use of portable computing devices: (a) Mobile computing devices should be configured with only the minimal amount of information necessary to perform required job duties. This minimal configuration requirement is intended to minimize the impact that loss of the device would have on the Company. Information not necessary to the performance of immediately required job duties should be either deleted or moved off of the mobile device and onto Company provided network storage.

- (a) Mobile computing devices that can be password protected must be configured to require a password before access to the device is granted. Users must either lock or turn off the device when unattended to prevent unauthorized access.
- (b) Sensitive data such as personal health or financial information must not be stored on any mobile computing device unless that data is required for the performance of currently required job duties and the approved encryption mechanisms have been installed and configured by the IS Department to protect that data.

- (c) Mobile computing devices should only be connected to Company owned equipment. Mobile computing devices should not be attached to any non- Company owned equipment or foreign network, unless doing so is required in the performance of necessary job duties. For the purpose of this document, the term “connected” is defined as any form of communication including but not limited to local area network, dial-up modem, infrared, wireless radio, cellular, serial, parallel or USB.
- (d) If attachment to foreign equipment is necessary, the mobile computing equipment must be configured with a software firewall, if supported, that blocks all non-solicited incoming communication. Additionally, if supported, antivirus software must also be installed and operating prior to the attachment to any foreign equipment. Software firewalls, or antivirus software, must never be disabled for any reason, even momentarily.
- (e) Data contained on any mobile computing device must be copied to network storage or backed up using IT Department provided backup procedures at intervals consistent with the relative value of the data. Users of mobile computing devices should use sound judgment when determining when and how often to back up data. The IS Department can assist in determining appropriate backup intervals if necessary.
- (f) Due to the relatively high value and the ease with which mobile computing devices can be transported, these devices should be considered to be at high-risk for theft and loss. Because of this, the following physical precautions are recommended with regard to the use of mobile computing devices:
 - (i) Tape a business card to the laptop to increase the chance of recovering the device if lost.
 - (ii) When possible, maintain continuous physical possession of mobile computing devices. If physical possession is not possible, lock the device in an unusable state to an object that is immovable.
 - (iii) Never leave mobile computing devices unattended in insecure or public settings.
 - (iv) Never store mobile computing devices in plain view in an automobile.

- (v) Keep mobile equipment in plain view. (For example, do not place a laptop carrying case under your seat in an airport lounge.)
- (vi) Do not check mobile equipment as luggage when traveling by commercial airline.
- (vii) When traveling by airline, place equipment bags in overhead storage bins that are within your view or stow them under the seat in front of you.
- (viii) Continuously watch your mobile computing device after placing it on an airport conveyer belt at the airport metal detector checkpoint. Thieves frequently target this area due to the fact that travelers are separated from their valuables at this checkpoint.
- (ix) All service or maintenance performed on any mobile computing devices must be facilitated by the Help Desk. (For example, do not take a mobile computing device to a repair facility while on a business trip unless instructed to do so by the IS Department. Doing so places the device and the data on that device at risk, potentially voids the equipment warranty, and may violate data handling regulations.)
- (x) Airport security checkpoints, ticket counters, restrooms, meeting rooms, and registration lines are common locations where theft of mobile computing devices often occurs. Extra care at these locations is warranted.

15.0 Cybersecurity:

No ACH Payments for Construction Related Activities

We will no longer be processing ACH payments for general contractors, site contractors, or any other construction-related vendors or activities that involve developing or constructing a new asset or expanding an existing asset. Contractor payments typically involve a specific project with a commencement date, a completion date, and relatively high payments. All construction-related payments must be processed with paper checks. We will continue ACH payments for other types of vendors that are not covered by this policy. If you have a question about whether this policy applies to a

particular vendor, please ask a team member in the Accounting Department. For vendors that we will continue to pay via ACH, we are adopting a new verification process addressed below.

Redundant Verbal Verification of New Vendor Accounts or Changes to Existing Accounts

For each new vendor, and for any change to an existing vendor's payment process, an independent third source must be identified and contacted verbally (not by email) to confirm the correct vendor payment information. This will apply to payments made by check, credit card, ACH transfer, and wire transfer.

16.0 Intentionally Circumventing Security

- (a) Users may not bypass Company monitoring efforts by using anonymizing websites, utilities or other technologies.
- (b) Users may not attempt to learn other users' passwords by any means, including the use of computer programs.
- (c) Users may not knowingly engage in any activity that causes harm to systems or to any information stored thereon, such as creating or propagating viruses, disrupting services or damaging files.
- (d) Users may not intercept, disclose, or assist in intercepting or disclosing, e- mail communications.
- (e) Users may not log into foreign networks (for example, AOL) or install any software that enables connecting to foreign networks.
- (f) No equipment of any kind is to be connected to the corporate network infrastructure without the prior approval of the Help Desk.
- (g) Users may not use Hotmail, Yahoo Mail, NetZero, America Online or any other personal (non-Company provided) e-mail system to send or receive business e- mail of any kind, at any time, for any reason. Doing so constitutes a serious lapse of security.

17.0 Violation Reporting

Users must immediately report the following to the Help Desk:

- (a) Use of Company resources in support of illegal activities;
- (b) Suspicious events relating to your computer security or access, such as attempts by others to learn your password or key code, to access your computer, or to misappropriate your access card or door key;
- (c) Any attempt by unauthorized persons to gain access to any secured area;
- (d) Perceived security risks and potentially harmful activity, even if that activity is not specifically addressed in this policy.

18.0 Penalties for Violation

Any User found to be in violation of this policy may be subject to disciplinary action, up to and including termination. Additionally, the Company reserves the right to charge Users for costs incurred resulting from willful abuse or misappropriation of Company resources.

SOCIAL MEDIA POLICY

In general, the Company views social media positively, and it respects the right of Team Members to use them as a medium of self-expression. As a condition of your employment, you agreed to abide by the policies contained in this Team Member Handbook. These policies also apply to your personal social media activities. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow Team Members or otherwise adversely affects the Company's legitimate business interests may result in disciplinary action, up to and including termination.

We suggest you take time to review the Team Member Handbook and the Code of Business Conduct & Ethics to ensure you are not in violation of any of our policies.

Please ensure you observe the following guidelines in your personal social media activities:

1. Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If you choose to identify yourself as a Company Team Member, or to discuss matters related to our business on your personal social media, understand that some readers may view you

as a spokesperson for our Company. Please make it clear that the views you express are yours and do not necessarily reflect the views of the Company. You may respectfully disagree with Company actions, policies, or management.

2. Be respectful, fair and courteous to others and keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting online. However, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, co-workers or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.
3. Respect the Company's confidentiality and proprietary information. Talking about our material, non-public information is a violation of the Insider Trading Policy which can be found on the Paycom Learning System.
4. Please be aware that the Company may request that you temporarily confine your social media activity to topics unrelated to the Company (or, in rare cases, that you temporarily suspend your social media activity altogether) if it believes this is necessary or advisable to ensure compliance with securities regulations or other laws.
5. Ensure that your social media activity does not interfere with your work.
6. Do not use the Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Nothing in this policy is intended to preclude or dissuade Team Members from engaging in legally protected activities, such as discussing wages, benefits, or other terms and conditions of employment, forming, joining or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their own and their fellow Team Members' mutual aid or protection, or legally required activities.

If you have any questions about these guidelines or any matter relating to your site that these guidelines do not address, please direct them to TLC. Failure to adhere to these guidelines may lead to disciplinary action, up to and including termination of employment.

CONFIDENTIAL INFORMATION

During the course of your employment with the Company, you may have access to information of a highly sensitive and confidential nature. This information will be contained in Company records, correspondence with customers and other similar documents. As a Team Member of the Company, you are in a position of trust, and you have an obligation to this Company and to its customers to see that the confidentiality of this information is strictly maintained and protected. Unauthorized use or disclosure, even if inadvertent, compromises both you and the Company and seriously erodes client confidence.

Information regarding the Company or its customers, including the names of these customers or descriptions of their business with us is considered confidential and proprietary information. You may not disclose, duplicate or use this information except as required in the performance of your duties with the Company.

Removal or unauthorized use of official documents including Company letterhead is prohibited. Failure to comply with this policy may result in discipline, up to and including discharge.

RULES OF CONDUCT

The purpose of these rules is not to restrict, but to define and protect all Team Members. Certain rules and regulations are required to safely and efficiently operate a business. As circumstances change, rules often must change. Therefore, the Company may from time to time amend these rules. These rules shall not be interpreted to affect the *at-will* nature of employment. The Company reserves the right at any time to terminate employment with or without cause.

You may be subject to discipline, up to and including suspension or termination and loss of any accrued benefits, in accordance with applicable law, if any of the following rules are violated:

- Unprofessional or disrespectful behavior towards coworkers, Guest, Members, or others you interact with at work.
- Disregard any safety regulations or procedures.
- Any action that may cause harm to other Team Members.
- Any case of dishonesty, falsification, or theft.
- Refusal or failure to comply with any Company's Directive.
- Misuse of any Company's property.
- Use of any intoxicant at the workplace.
- Failure or refusal to comply with any guideline or protocol.
- Any other sort of violation of the conduct policy defined.
- Failure to correct unsatisfactory work performance for which you are primarily responsible.
- Failure to give notification to or receive authorization from your manager before leaving the workstation, work site, or leaving the job.
- Reporting to work under the influence of intoxicants, including alcohol, illegal drugs or narcotics or the bringing of intoxicants, illegal drugs or narcotics onto Company property, including parking areas.
- Limiting one's output or directly or indirectly encouraging another Team Member to cut down production.
- Failure to observe any special rules/notices posted or distributed by management.
- Carelessness or neglect of duty in carrying out assignments or instructions from those in authority or insubordination of any kind.
- Falsification of employment, personnel or other records. This includes, but is not limited to, applications, all reports, time

records, and statements under the responsibility of the Team Member.

- Excessive absenteeism or excessive lateness.
- Accepting payment or gifts for favoritism or services.
- Failure to follow policies, procedures and guidelines contained in the Team Member Handbook, Code of Business Conduct & Ethics, or posted on Company intranet or bulletin boards.
- Conviction of a serious crime, the nature of which would be considered to render an individual unreliable as a Team Member.
- Failure to follow safety rules and regulations.
- Non-disclosure of an interest in, or connection with any business which competes with the Company.
- Threatening, intimidating, coercing, or interfering with the performance of other Team Members.
- Engaging in such other practices inconsistent with the ordinary and reasonable rules of conduct necessary for the welfare of the Company, its Team Members or our customers.
- Pilferage, removal or destruction of Company property, property of customers, fellow Team Members or others.
- Fighting or disorderly conduct on Company premises.
- Willful destruction of Company property.
- Any solicitations/distribution in violation of Company policy.
- Carrying dangerous or illegally concealed weapons.
- Sleeping on the job.
- Any form of unlawful harassment or discrimination.

- Falsely stating or making a claim of occupational or non-occupational injury or illness.
- Failure to report accidents immediately (or as soon as possible) including accidents on the job and failure to report personal injury resulting from an on-the-job work situation.
- Horseplay.
- Discourtesy or impoliteness to customers, vendors, or coworkers.
- Making false, vicious, profane, abusive or malicious statements.
- Making physical or verbal threats or engaging in violent activities.
- Holding unauthorized meetings on Company premises.
- Disregarding prescribed cash handling procedure.
- Disclosure, or use of confidential information not available to the general public for personal gain or benefit.
- Possession of firearms or explosives or other weapons on Company premises (including parking areas used by Company Team Members or customers), unless otherwise permitted under this Team Member Handbook.
- Conduct off the job that could cause loss of patronage.
- Violation of the Policies referenced in this Team Member Handbook

NOTE:

This list of Company rules is not a complete list of all activities that will be considered improper conduct. The Company reserves the right to discipline, up to and including termination, a Team Member regardless of whether or not the conduct or performance is described in the list of Company rules. Management reserves the right to take any form of disciplinary action at any time. This policy in no way implies any kind of contract or obligation to follow any particular disciplinary procedure. This policy does not alter the employment at will relationship.

SOME THINGS YOU SHOULD KNOW

CUSTOMER/GUEST/MEMBER RELATIONS

The Company expects all Team Members who interact with customers, guests and members to be responsive to their requests and treat them with respect. You should keep your social interactions with customers on a professional level.

Personal information regarding guests or members should never be disclosed to anyone, except as permitted by law and by the Company. Before sharing personal information with anyone – inside or outside of the Company – make sure the recipient is authorized to receive the information, that he or she knows the information is confidential and understands how the information is to be used or disseminated and that it is legally permitted to share that information. You should contact the Legal Department if you have any questions. Limit the amount of information shared to only what is needed to accomplish the business requirement. Be sure to obtain a confidentiality or privacy agreement, if required, before disclosing personal or confidential information to individuals outside of our Company.

Do not hesitate to ask your manager for assistance if a customer, guest or member becomes abusive or irate, if he/she specifically asks to speak with a manager, or if you would feel more comfortable having your manager assist the customer, guest or member. Management has the authority and training to deal with problem situations and may be able to resolve conflicts more easily if you encounter difficulty.

PERSONAL TELEPHONE CALLS AND VISITS

We have a limited number of telephone lines, and it is essential that we keep those lines open for customers, guest and member calls. Therefore, we ask you to limit making or receiving personal calls, except, of course, in emergencies.

Personal cell phones are to be turned off during work hours, unless required for your job. Checking personal text and phone messages, social media postings and returning personal phone calls, text messages and emails, may be done during break and meal periods only, unless authorized by your manager in an emergency situation.

Furthermore, visits by friends or relatives can be disruptive to our operations. Therefore, any visitors to the workplace must be approved in advance by management.

PERSONAL PROPERTY

The Company cannot assume responsibility for the loss or theft of your personal property or valuables. You are encouraged to keep such property in a safe place.

VOTING

The Company encourages you to exercise your right to vote. The polls are open a sufficient number of hours to allow you to vote either before or after your regular work hours. You will not receive pay for time taken during work hours for voting purposes.

BULLETIN BOARDS

All bulletin boards are owned by the Company and are considered Company property. Only authorized representatives of the Company are allowed to post notices on the bulletin boards. Team Members are expected to read the bulletin boards and are considered to have knowledge of all information posted by the Company. Team Members are prohibited from removing, altering, or defacing any posting on the bulletin boards.

PARKING

Your manager will explain the parking accommodations available at your work location. Special spaces may be individually assigned to certain Team Members and disabled individuals.

You should keep your car locked while in the Company parking lot. The Company is not responsible for loss, damage or theft of any vehicle or personal property left in vehicles while on Company premises.

MEAL/BREAK PERIODS

Meal periods will be scheduled by your manager. To maintain continuous service to our customers, guests and members, some Team Members may

be scheduled for meal periods earlier than others. Eating should be done away from your desk and/or out of sight of the public.

You may take a break when your workload permits and with your manager's approval, provided that your absence will not affect the smooth operation of your department and this privilege is not abused.

When taking a meal or break periods off the clock, Team Members are prohibited from performing any work functions or job duties.

ANTI-HUMAN-TRAFFICKING POLICY

Purpose

The Company and the United States Government prohibit trafficking in persons. The U.S. Government's policy prohibiting trafficking in persons is available at 48 CFR § 52.222-50 and is summarized below under the heading: "Summary of U.S. Government Policy of Prohibiting Trafficking in Persons."

The Company is committed to a work environment that is free from human trafficking and slavery, which for purposes of this policy includes forced labor and unlawful child labor. The Company will not tolerate or condone human trafficking or slavery in any part of our global organization.

The Company's Team Members, subsidiaries, contractors, subcontractors, vendors, suppliers, partners and others through whom the Company conducts business must avoid complicity in any practice that constitutes trafficking in persons or slavery.

Scope

This policy applies to all personnel employed by or engaged to provide services to the Company, including, but not limited to, Team Members, officers, and temporary Team Members of the Company and its U.S. and international subsidiaries, and independent contractors (for ease of reference throughout this policy, "Team Members").

Every Team Member is responsible for reading, understanding and complying with this policy. Managers are responsible for ensuring that Team Members who report to them, directly or indirectly, comply with this policy and complete any certification or training required of them. If you have any questions or concerns relating to this policy, consult with TLC.

Procedures

Report any conduct that you believe to be a violation of this policy to TLC. A TLC Team Member Hotline (**866-STJOEHR**) has also been established to allow confidential 24-hour reporting.

Team Members who fail to report actual or suspected misconduct may be deemed in violation of this policy.

Disciplinary Actions

The Company will not tolerate retaliation against a Team Member for reporting a concern in good faith or for cooperating with a compliance investigation, even when no evidence is found to substantiate the report.

Any violation of this policy may be grounds for disciplinary action, up to and including termination. The Company has the exclusive right to interpret this policy regarding their respective Team Members.

Violation of the U.S. Government's policy against human trafficking may also result in criminal prosecution of responsible individuals.

Summary of U.S. Government Policy of Prohibiting Trafficking in Persons

U.S. Government policy prohibits trafficking in persons and slavery. Government contractors and their Team Members, subcontractors, subcontractor Team Members, and agents must not engage in any practice that constitutes trafficking in persons or slavery. This includes, but is not limited to, the following activities:

- Engaging in any form of trafficking in persons.
- Procuring commercial sex acts.
- Using forced labor in the performance of any work.
- Destroying, concealing, confiscating, or otherwise denying access by a Team Member to the Team Member's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority.
- Using misleading or fraudulent practices during the recruitment of Team Members or offering of employment/contract positions, such as failing to disclose, in a format and language understood by the Team Member or applicant, basic information; or making material misrepresentations during the recruitment of Team Members

regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing, and associated costs (if provided by the employer or agent), any significant cost to be charged to the Team Member or applicant, and, if applicable, the hazardous nature of the work.

- Using recruiters that do not comply with local labor laws of the country in which the recruiting takes place.
- Charging applicants recruitment fees.
- If required by law or contract, failing to provide return transportation or failing to pay for the cost of return transportation upon the end of employment.
- If required by law or contract, failing to provide or arrange housing that meets the host country's housing and safety standards.
- If required by law or contract, failing to provide an employment contract, recruitment agreement, or other required work document in writing with legally required information and in a language the Team Member understands.

SUMMARY AND CLOSING WORDS

This Team Member Handbook is a summary of the principles for which we stand, the benefits we offer, and the obligations you assume as a Team Member. We hope that you have read your Team Member Handbook carefully and will keep it for future reference. If you have any questions concerning the policies or benefits outlined in this Team Member Handbook, please ask your manager or consult with TLC.

We may occasionally revise some of the policies that are outlined in this Team Member Handbook or add new policies and new benefits that we feel will make the Company a better place to work. The dynamic nature of our business, our steady growth, and ever-changing business conditions will undoubtedly require changes in our policies and procedures. Be sure to keep

any notification of policy changes that come to you. You are now a part of the team, and we hope your association with us will be happy and rewarding. Your job is important to our continued growth and success. With all of us working together in a spirit of cooperation and teamwork, our Company will be unsurpassed for its quality, integrity and service.

ADDENDUM

The St. Joe Company **Business Expenditure Policy**

OVERVIEW

It is The St. Joe Company's practice to reimburse Team Members for reasonable expenses incurred during the period they are employed by The St. Joe Company in connection with travel and other business on behalf of The St. Joe Company, subject to the guidelines and procedures set out in this policy. The specific types of expenses that may be reimbursed and procedures for requesting reimbursement are set out below. Additionally, a Travel & Business Expense Reimbursement Guide is located on page 15 of this policy.

The St. Joe Company's implementation of policies and procedures regarding company-issued credit cards aims to ensure that the operational risks associated with company credit card use are minimized while providing cardholders with a convenient method of purchasing goods and services on behalf of The St. Joe Company.

Team Members are responsible for complying with this Business Expense Reimbursement and Company Credit Card Policy. St. Joe assumes no obligation to reimburse Team Members for expenses not in compliance with this policy. Team Members who do not comply with this policy may be subject to delay or denial of reimbursement or disciplinary action, up to and including termination.

Reimbursable Expenses:

The following expenses may be reimbursed as detailed throughout this policy:

- Business travel expenses, including transportation, lodging, and meals;
- Meals and entertainment;
- Miscellaneous expenses, such as business expenditures, professional dues, reasonable and customary gratuities, and publications directly related to the Team Member's position;

Non-Reimbursable Expenses:

Expenses that will **not** be reimbursed by The St. Joe Company, include but are not limited to:

- Spouse and companion travel;
- Childcare and Pet Care
- Personal entertainment; and
- Parking tickets, vehicle repairs, maintenance, fines for moving violations, and vehicle towing charges incurred while on company business.

BUSINESS TRAVEL EXPENSES

The St. Joe Company will generally reimburse Team Members for business travel expenses incurred in accordance with the guidelines set out below, so long as the expenses are properly documented and in compliance with this travel policy.

Points Programs/Memberships

Team Members will not be reimbursed for accommodations, flights, or other travel expenses purchased with airline, hotel, rental car or other rewards

program points. Airline frequent flyer points, rental car loyalty points, hotel rewards programs or other rewards-type programs points accrued by the Team Member from business travel may be retained by the Team Member. However, participation in these programs must not influence selection of a provider if it results in a higher cost to the Company. Membership fees associated with joining these programs and charges for receiving and using points will not be reimbursed by the Company.

Hotels and Lodging

Hotel Spending Guidelines

The Company will reimburse Team Members for the cost of standard accommodations in a reasonably priced hotel for overnight stays during business travel. Tips for hotel staff are reimbursable within reasonable limits, as determined by the services required and received (please refer to the Tip and Gratuity Guide located on page 16 of this document).

Hotel Upgrades

Travelers will be reimbursed for a standard single room at a business class hotel. Travelers may upgrade to suites or executive floor rooms only if the upgrade is at no additional cost to the Company.

Hotel Cancellation

It is the traveler's responsibility to ensure the hotel has been notified of cancellations in order to avoid any cancellation charges. If the traveler does not take the proper steps to avoid cancellation charges, the traveler may not be reimbursed for the cancellation charges and associated fees and costs. If the cancellation is unavoidable due to legitimate business purpose or reason, associated fees and costs will be reimbursed.

Transportation

Transportation to destinations should be by the most reasonably effective and cost-efficient means.

Air Travel

Team Members should travel on the lowest-priced coach airfare available, taking into consideration preferred airports, preferred arrival and departure times, connection times, and other restrictions, including cancellation and change fees. The use of non-refundable fares is encouraged, and advanced

bookings should be used whenever possible to take advantage of discounted rates. The credit card receipt (or other proof of payment) is required for reimbursement.

Baggage Fees

Airline charges for checked baggage are reimbursable in each of the following circumstances:

1. The Team Member is transporting materials belonging to the Company;
2. The Team Member is traveling for business for longer than four (4) days; or
3. The Team Member's Manager approves the expense in advance of the flight.

Unused Airline Tickets

Unused airline tickets (flight vouchers) have a cash value and, therefore, must never be discarded or destroyed. These tickets are required to be used for the Team Member's next business trip and may not be used for personal travel.

In the event that Company commitments or extenuating circumstances require a change in travel plans, service charges incurred as a result of using non-refundable fares will be reimbursed.

Automobile Travel

The Company will generally reimburse Team Members for travel by car as delineated below:

Rental Cars

Travelers should utilize a standard full-size car, depending upon their needs. The credit card receipt (or other proof of payment) is required for reimbursement.

Rental Car Insurance Coverage

The St. Joe Company and all subsidiaries are covered under a Corporate Automobile Liability policy which extends liability coverage to rented vehicles. Therefore, insurance coverage offered by rental car companies is not a

reimbursable expense. If you are renting a passenger vehicle on company business, you should decline all insurance offered by the rental car company.

Physical Damage Insurance offered by rental car companies, which is the equivalent of the Comprehensive and Collision coverage on your personal automobile policy, should also be declined. The Company self-insures against this exposure. Rental car companies use a variety of names for this coverage, LDW (Loss Damage Waiver), CDW (Collision Damage Waiver), or Collision Damage/Loss Insurance.

Exceptions to the above guidelines may occur in the following instances:

- Rental of vehicles in a foreign country;
- Rental of multi-passenger vehicles exceeding 12 passengers;
- Rental of motor homes/buses;
- Rental of heavy equipment

In the event you are involved in an accident while on Company business, you should notify your immediate supervisor as soon as possible, whether in a company car, a rental car, or your personal vehicle.

Rental Car Fueling

Travelers should decline any fuel options offered by rental car companies. When time permits, travelers should refuel vehicles (especially when considerable fuel has been used) at local gas stations to avoid excessive refueling charges. In the event that there is insufficient time to refuel the vehicle prior to returning it, the circumstances surrounding the necessity of incurring the refueling charge should be documented along with the request for reimbursement of the charge.

Personal Vehicles on Company Business

Team Members may use their personal vehicle for business purposes if it is less expensive than renting a car, taking a taxi or using alternate transportation. If use of a Team Member's personal vehicle is required for business purposes, the Company will reimburse employees at the mileage rate set by the Internal Revenue Service (IRS).

Mileage reimbursement may only be claimed on the mileage between work locations, not from the Team Member's home. A Team Member's ordinary commute to and from his or her usual workplace is also ineligible for reimbursement.

It is the personal responsibility of the owners of vehicles being used for company business to carry adequate insurance coverage for their protection and for the protection of any passengers. Team Members using a personal vehicle for business purposes should ensure that their automobile insurance covers business travel.

To be reimbursed for use of their personal car for business, travelers must include the following information on their reimbursement requests:

- The business purpose of the trip;
- The origin and destination;
- The date of travel; and
- The distance traveled (i.e., miles driven)

Company Vehicles

There are a limited number of Company vehicles at many of our locations. Team Members who meet the criteria for driving a Company vehicle should check on availability of these vehicles prior to renting a car for business use. Team Members must have a valid driver's license and meet other eligibility requirements, as defined by our insurance carrier, in order to drive Company vehicles.

Ground Transportation To and From Airports

Team members will be reimbursed for ordinary and reasonably priced ground transportation between the airport and the Team Member's hotel or other business-related location. The most economical mode of transportation should be used to and from airports. The following modes of transportation should be considered:

- Buses, subways or taxis/ride share
- Hotel or airport shuttle services;
- Rental cars; and
- Personal cars.

Spouse and Companion Travel

St. Joe will not reimburse travel and entertainment expenses incurred by a spouse or other individual accompanying a Team Member on business unless:

- There is a bona fide business purpose for taking the spouse or other individual; and
- The expense incurred would otherwise be reimbursable.

A spouse or other individual may accompany a Team Member on a business trip solely at the Team Member's expense so long as it does not interfere with company business.

Combining Personal Travel with Business Travel

Personal or vacation travel may be combined with business travel with permission from the Team Member's Manager. Any incremental costs of this travel will not be reimbursed.

BUSINESS MEALS

Actual and reasonable costs for meals for business purposes and while out-of-town on business trips are reimbursable.

Meals with clients, customers, prospects or consultants during which a specific business discussion takes place are reimbursable. Meals where only Team Members (and no non-employees) are present are reimbursable only when they are specifically business related or when related to out- of-town travel.

Team Members should submit proper documentation when seeking reimbursement, which includes itemized meal receipts.

BUSINESS ENTERTAINMENT

Entertainment expenses include events such as restaurants, theaters, and sporting events, whereby a business discussion takes place during, immediately before, or immediately after the event.

Expenses for business entertainment should be reasonable in relation to the nature of the meal or function and the resulting business benefit that is anticipated.

Team Members will be reimbursed for entertaining customers under the following circumstances:

1. The person entertained has a potential or actual business relationship with the Company; and
2. The expenditure directly precedes, includes, or follows a business discussion that benefits the Company.

When entertaining guests for business purposes, Team Members should dine at Company-owned restaurants in an effort to control costs. If you are unable to do so, use of a more economical restaurant is encouraged. When more than one Team Member is present at a business meal, the most senior level Team Member should pay the bill and request reimbursement.

For business entertainment expenses, the following documentation required by the IRS must be recorded on the expense report:

- Names of individuals present, their titles and company name;
- Name and location of the venue where the meal or event took place;
- Exact amount and date of the expense;
- An itemized list of expenditures;
- The business purpose served by the event;
- Specific topic discussed; and
- Specific time the business discussion(s) took place (i.e., before, during, or after the event) and the nature of the discussion(s).

MISCELLANEOUS EXPENSES

Gratuities

Team Members will be reimbursed for reasonable and customary gratuities. Any tips considered excessive will not be reimbursed. Please be alert to restaurants that automatically add a gratuity to the check so as not to over-tip the wait staff (see the Tip and Gratuity Guide located on p. 16 of this document).

Subscriptions, Books, and Publications

Team Members will be reimbursed for the costs of books, publications, or manuals directly related to the Team Member's position with prior approval from their manager. Annual subscriptions and memberships will also be reimbursed to the extent of a one-year timeframe that directly relate to the Team Member's position with the Manager's approval.

Professional Dues

Dues paid for membership in professional or public services organizations are reimbursable if paid for business reasons and the organization's primary purpose is not to conduct entertainment activities for its members. Dues paid for public service organizations must be approved in advance by the Team Member's manager. Monthly meeting fees in conjunction with these types of memberships are also reimbursable with advanced approval.

Club Dues

Dues paid for social, athletic, sporting, luncheon, etc. purposes are not reimbursable unless specifically approved in advance and in writing by the Team Member's Manager.

Seminars/Conferences and Professional Development

The Company will reimburse Team Members for registration fees paid for seminars, conferences, professional development or continuing education programs if approved in advance by their Manager, provided that that content of the program is of a substantive nature that relates directly to the Team Member's current job responsibilities. These fees will be reimbursed upon submission of proper documentation of expense. Team Members should attempt to take advantage of any early registration or other discounts that may be available.

The Company will not reimburse any costs for continuing education programs required to maintain a professional certification or license not directly related to the Team Member's current position.

METHOD OF PAYMENT FOR BUSINESS EXPENSES

For documentation purposes, credit cards must be used in lieu of cash whenever possible. There are to be no direct bill arrangements to the Company, with the exception of catered events with prior approval by your manager.

COMPANY ISSUED CREDIT CARDS

The St. Joe Company may, in its sole discretion, issue Company credit cards to certain Team Members for business-related purposes. The issuance of a corporate credit card must be approved and authorized by the Chief Financial Officer and the Chief Administrative Officer. Team Members interested in receiving a company credit card may apply by executing the Application for Corporate Credit Card attached to this Policy.

Responsibilities for Company Credit Card Users:

1. All charges on the corporate credit card's statement shall be accompanied by receipts and supporting documents.
2. Reimbursement for return of goods and/or services must be credited directly to the card account. No cash should be received by the Cardholder.
3. Staff issued with a corporate credit card are in a position of trust. Improper or unauthorized use of the card may result in the cardholder being held liable for expenditures, legal and/or disciplinary action being brought against the cardholder, termination of card-use and/or termination from the Organization.

Use of Company Credit Cards

Team Members may only use their St. Joe Company credit card to incur reasonable expenses under this policy. Team Members may not incur personal expenses on the Company credit card. It is the responsibility of the Team Member to ensure that any business expenses charged to a Company credit card align with the expenditures previously approved by the Company. Otherwise, the Team Member may be liable for the payment of expenses in excess of the previously approved amount.

Credit cards shall only be used for purchases of goods and services in the performance of official duties for which there is a budget provision. Use of a corporate credit card, or the card number, is restricted to the approved cardholder(s) (or someone acting on her/his behalf). It is not permissible for the card to be used for personal or private purposes or for the withdrawal of cash through a bank branch or any automatic teller machine by holders of the card number. Corporate credit cards may be held by the Administrative Assistant, except in instances where use of the physical card is required by the cardholder. In such instances, the cardholder (person requesting use of the card) and the Administrative Assistant must sign and date when the card was taken out and sign and date when the card was returned. Any transactions made with the Corporate Card must be reported and receipts turned into the Administrative Assistant with the card. Any card returned without proper receipts will be reported to the Senior Vice President / Chief Administrative Officer.

Purchases may be made online, over the phone, or by fax. **UNDER NO CIRCUMSTANCES IS A PHOTOCOPY TO BE MADE OF THE CORPORATE CREDIT CARD OR FOR A PHOTOCOPY TO BE SCANNED AND FAXED OUTSIDE OF THE OFFICE.**

All staff with access to the credit card or the credit card numbers must sign the declaration in Annex 1 or Annex 2, as applicable, acknowledging their understanding of the credit card policy and procedures and their responsibilities with respect to credit card usage.

Purchases for capital expenses must have all supporting documentation, including the capex form with all required approvals and signatures before the purchase is completed. The capital expense must have been a part of the capital expenditures budget approved by the Board of Directors.

Where a department identifies a need to purchase products or services online, the person responsible for identifying the supplier to be used must sign the declaration in Annex 3 acknowledging their understanding of the risks associated with credit card purchases and the guidelines issued as part of the credit card policy and procedure document for purchasing online. Where a payment is made for hospitality and entertainment, it is important to note on the invoice/receipt the number and names of persons entertained.

Misuse of Company Credit Cards:

Use of The St. Joe Company credit cards is a privilege and may be withdrawn by the Company at any time in its sole discretion. Misuse of Company credit cards will be subject to disciplinary action, up to and including termination.

Cards which show unreasonable, excessive or unauthorized expenditure will be subject to an audit and may result in the withdrawal of the card from the cardholder. Unauthorized expenditure or expenditure of a private nature that is proven to be inappropriate will be recovered by deductions from the next payroll.

Lost or Stolen Credit Cards:

Lost or stolen corporate credit cards shall be reported immediately (in person, via email or by telephone where possible) to the cardholder's Manager, St. Joe's Treasury Manager, and the Controller.

Records Management:

All documentation associated with the payment of a corporate credit card will be maintained within the Accounting Office.

Reconciliation:

A financial reconciliation of cardholder purchases will occur on a monthly basis by the cardholder by the date on the monthly close schedule. In

addition, external auditors may carry out audits from time to time. Finance personnel will regularly review the credit card statements online for any unusual transactions. Credit card reconciliations are due to accounts payable monthly. Exact dates will be outlined each month on the close schedule sent the week before month-end. Any cardholder who fails to comply with the reconciliation deadlines will be subject to disciplinary action.

Disputed Transactions:

Disputed transactions must be resolved with the Supplier and the Bank by the cardholder. The cardholder must notify the Bank immediately for resolution and Finance should be informed to provide further guidance and assistance.

TIMING AND PROCESS FOR EXPENSE REPORT SUBMISSION

Team Members may request reimbursement for business-related expenses incurred in accordance with this policy by completing the expense report form. The expense report form and all appropriate substantiating documentation must be submitted to the Accounting Department **within 30 days** of incurring the expense with the appropriate approvals.

All expense report forms must be signed and verified by both the Team Member and the approver.

All items listed on the reimbursement request report should show date, business location, and business purpose. At a minimum, original receipts must be submitted in order to receive payment. If submitting a credit card statement or bank statement as proof of expense, it must be accompanied by its original supporting documentation.

Expense reporting forms require you to clearly explain the business purpose of your reimbursement request and provide a listing of anyone in attendance and their business affiliation. Not only does the IRS require this information, it will also be used to determine how much the company can deduct for tax purposes. Please ensure you document the meeting, meal, entertainment, etc. clearly on your reimbursement request to assist us in classifying your expenses correctly.

It is the Company's policy to reimburse Team Member's promptly following the date on which the Team Member submits a completed expense reimbursement report that includes all required approvals and substantiating documentation, but in any event, no later than December 31 of the calendar year following the calendar year in which the expense is incurred.

RETURN OF EXCESS REIMBURSEMENTS

Upon receiving reimbursements, Team Members must review the reimbursement to ensure its accuracy. If a Team Member receives an excess reimbursement, the Team Member must report and return any excess amounts to the Company within **30 days** of receiving the reimbursement and return the excess reimbursement within 120 days. Team Members should contact the Accounting Department regarding return of excess reimbursements.

SECTION 409A OF THE INTERNAL REVENUE CODE

Reimbursements under this policy are intended to comply with Internal Revenue Code Section 409A and applicable guidance issued thereunder or an exemption from the application of Section 409A.

Accordingly, all provisions of this policy shall be construed and administered in accordance with Section 409A. The amount of reimbursements provided under this policy in any calendar year shall not affect the amount of reimbursements provided during any other calendar year and the right to reimbursements hereunder cannot be liquidated or exchanged for any other benefit.

Notwithstanding any provision of this policy, the Company shall not be liable to any Team Member for any taxes or penalties imposed under Section 409A on any reimbursements hereunder.

ABUSE OF POLICY

Any Team Member who abuses this policy, for example by submitting fraudulent expense reimbursement reports, will be subject to disciplinary action, up to and including termination.

QUESTIONS ON POLICY

Any questions, concerns or suggestions regarding this travel and business reimbursement policy may be directed to Talent, Leadership and Culture Department (HR) at 1-866- STJOEHR.

TRAVEL & BUSINESS EXPENSE REFERENCE GUIDE

Please note this is not an all-inclusive list of reimbursable and non-reimbursable items. Any exceptions should be approved in advance by the Chief Administrative Officer.

Reimbursable Items	Non-Reimbursable Items
Business Lodging	Personal travel
Business travel, including airfare, rental cars, mileage for personal vehicle use	Personal entertainment
Business meals	Spouse travel
Business entertainment	Spouse entertainment
Reasonable tips/gratuities (as detailed in the guidelines below)	Frequent flier/promotional program fees
Business-related publications, books, and subscriptions	Hotel reward fees
Professional dues and monthly meeting fees	Insurance (rental car, travel life, etc.)
Flowers for hospitalization, bereavement or other appropriate event with approval of Manager	Loss/theft of personal property
	Sporting event tickets
	Golf greens fees/cart rental
	Movie rentals/admission
	Laundry or dry cleaning
	Credit card late fees/finance charges
	Babysitting or pet care
	Shoeshine
	Health club facilities
	Parking tickets, moving violations, etc.
	Any damage to personal vehicle or property while on company business
	Reading materials
	Toiletries
	Political or charitable contributions
	Souvenirs
	Cancellation charges for hotel or rental cars as a result of the carelessness or neglect on the part of the Team Member

TIP AND GRATUITY GUIDE

The company will reimburse reasonable gratuities based on the following guidelines:

- Airport Porters up to \$2.00 per bag
- Hotel Bell People up to \$2.00-\$5.00 per bag
- Restaurant Wait Staff 20% of bill*

Please pay close attention to restaurant bills that include an automatic gratuity to ensure you do not over-tip the wait staff.

*Team Members will be reimbursed for tipping based upon total bill before the Team Member discount at company-owned food.

Application for a St. Joe Company Corporate Credit Card

Employee Name: _____

Position: _____

Last 4 digits of Card: _____

I am applying for a corporate credit card.

I understand and agree that:

- I bear ultimate responsibility for the card.
- I will not use the corporate credit card to withdraw cash.
- I will not use the corporate credit card for personal expenses and will use it only for official business on behalf of the company.
- If I misuse the card (i.e., use it otherwise than in accordance with the instructions given to me in this agreement or related policies) or otherwise fail to reconcile my expenditures within the prescribed procedures and timeframe, I authorize the company to recover the funds through payroll deductions for any amounts incorrectly claimed or for reconciliations that are one month in arrears of the statement date.
- If the corporate credit card is lost or stolen, I will report it immediately to Accounting

**130 Richard Jackson Blvd, Suite 200
Panama City Beach, FL 32407
Phone: 850-231-6528
Fax: 850-231-6596**

- If I resign from the company, I will return the card with a final reconciliation of all expenditures prior to departure.

Signature of Cardholder

Date

Signature of Manager

Date

Signature of Treasury Management

Date



ANNEX 1

CARDHOLDER AND CARD NUMBER HOLDER AGREEMENT

I, _____, hereby acknowledge receipt of the following credit card or have been given access to the credit card number ending in _____.

I understand that improper use of this card and the card number may result in disciplinary action, as outlined in the corporate credit card policy, as well as personal liability for any improper purchases.

As a cardholder or designated employee with access to the credit card number, I agree to comply with the terms and conditions of this agreement, including the attached Credit Card Policies and Procedures agreement.

I acknowledge receipt of said Agreement and Policies/Procedures and confirm that I have read and understand the terms and conditions.

I understand that by using this card or the card number, I will be making financial commitments on behalf of the The St. Joe Company and that the Company will be liable to Trustmark Bank for all charges made on this card.

I will strive to obtain the best value for the Company when purchasing merchandise and/or services with this card or card number.

As a holder of this card or card number, I agree to accept the responsibility and accountability for the protection and proper use of the card or card number, as mentioned above.

I will return the card to the Treasury Manager upon demand, during the period of my employment.

I further agree to return the card upon termination of employment.

I understand that the card or card number is not to be used for personal purchases. If the card or card number is used for personal purchases or for purchases for any other entity, the Company will be entitled to reimbursement from me of such purchases. The Company shall be entitled to pursue legal action, if required, to recover the cost of such purchases, together with the costs of collection and reasonable attorney fees.

Signature and date _____



ANNEX 2

AGREEMENT FOR STAFF MEMBERS IDENTIFYING PURCHASES REQUIRING CREDIT CARD PAYMENT (But who are not cardholders or card number holders)

By signing this agreement, I declare that for all purchases or subscriptions that I identify requiring credit card purchases:

- I understand the risks associated with credit card purchases.
- I have first determined whether it is possible to pay via check, by bank transfer or by other more secure method.
- I have confirmed the payee is not an established vendor whose history is maintained in JD Edwards.
- I understand that if the Organization uses this card for a payment or subscription requested by me that I will be making financial commitments on behalf of The St. Joe Company and that the Company will be liable to Visa for all charges made on this card.
- I will strive to obtain the best value for the Company when purchasing merchandise and/or services via credit card.
- I understand that the card is not to be utilized for personal purchases.
- I have made all reasonable efforts to ensure that the company identified for the purchase is a reputable company.
- I have made all reasonable efforts to ensure that the website requiring the credit card transaction is a secure website.
- I have followed all procedures for purchasing and obtained all required authorizations required to proceed with the purchase.
- In the case of an ongoing subscription, I will immediately inform the Subscription Service Company and the Accounting Department as soon as a subscription is no longer needed with a copy of the subscription cancellation, where applicable.

I understand that failure to follow these policies may result in disciplinary action.

Signature and Date _____



ANNEX 3

RECOMMENDED GUIDELINES FOR USING A CREDIT CARD ON THE INTERNET

Use of a corporate credit card, or the card number, is restricted to the approved cardholder(s). Outlined below are recommended guidelines from the Accounting Department to manage the risks associated with online transactions.

1. Take care of your card details online Secure sites will start with https, not http. Secure sites have an added encrypted transaction layer. Other security systems include Secure Socket Layer (SSL), Secure Electronic Transaction (SET) and Hypertext Protocol Secure (HTTPS). Use these whenever possible.
2. Get to know a company before you buy If you're not familiar with a supplier, it's a good idea to contact them first and ask for some company background before you buy. Are the company's registered details displayed on the home page? Keep a record of them and make sure that there is not a mobile telephone number. Is there some form of accreditation that can be verified? If you are unsure do not proceed with the purchase.
3. Be aware of private sellers. Do not use your card to buy from private sellers. The advice that follows is for completeness. Members of the public often use classified ads and auctions to sell online. However, if you do have any problems, your legal rights may not be the same as they would be if you were dealing with a business. So always make sure you know who you are buying from.
4. Keep your passwords secret If you register with a particular site, you'll be asked to enter a username and password. Keep your passwords completely secret - the same way, as you would look after your personal card ATM PIN. Never disclose it to anyone even if they claim to be from the bank or the police and never send it over the Internet. Close your browser after completing transactions to ensure that passwords are not retained in the cache.
5. Read the delivery and returns policy before you buy on the supplier's home page before completing an on-line transaction. Check whether you can return any unsatisfactory items and whether you will get a refund or a credit. The website ideally should also cover delivery methods, delivery cost, currency accepted, taxes applied, return and refund policy, and a contact telephone number or e-mail address.
6. Check for a secure connection before you enter your card details First, make sure that you're using a secure browser (see point 1 above).
 - a. Save a record of your transactions:
 - b. Keep receipts and a record of all online transactions.

- c. Print and save a copy of your completed order form and your order confirmation. Most reputable suppliers will e-mail you with an order confirmation within 24 hours.
- 7. Always keep a record of the website address.
- 8. Inspect your goods carefully when you take delivery of goods you buy online, be sure to check that they're exactly what you ordered. If you're unhappy with the quality, or have any other problem, first contact the supplier directly. If you have any difficulty resolving the query with the supplier, then contact the Finance Office. Keep track of impending delivery due dates. If the goods have not arrived, contact the supplier.

Signature and date _____