

LINCOLN CENTER

— MANUFACTURING, LLC —

Employee Handbook

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** ALL SIGNATURE SHEETS MUST BE RETURNED TO HUMAN RESOURCES UPON COMPLETION. PAGES 35-40**

Section 1- Introduction

1.1 Lincoln Center Manufacturing, LLC.'s Mission

Lincoln Center Manufacturing, LLC. recognizes the diminishing availability of jobs. We are striving to be the premier supplier of machined parts by:

- Providing OEM quality products that meet or exceed customer expectations
- Providing on time delivery to our customers
- Providing a positive work environment for our associates
- Our commitment to excellence and continual improvement
- Developing a long term relationship with both our customers and our suppliers

1.2 Equal Employment Opportunity Policy and Affirmative Action Plan

Lincoln Center Manufacturing, LLC. is built upon teamwork, equal opportunity, and is committed to developing and implementing a program of nondiscrimination and affirmative action. The company subscribes to the principles of an equal opportunity employer and shall recruit, interview, hire, classify, train, promote, demote, discipline, transfer, terminate, and set rates of pay or other compensation on the basis of merit and qualification without regard to race, religion, creed, color, national origin, physical disability, sex, sexual orientation, gender identity, age or any other legally protected characteristic.

Lincoln Center Manufacturing, LLC. also subscribes to an equal employment practice for any individual with a qualifying disability who can perform the essential functions of their position with, or without a reasonable accommodation. If you need accommodation to perform your job duties please contact Michelle Mounts. Any violations of Lincoln Center Manufacturing, LLC.'s "Equal Employment Opportunity Policy" by an employee must be reported immediately to management. Further, management and supervisory personnel shall be responsible for maintaining a work environment that is free of racial, sexual, or any other form of harassment.

Lincoln Center Manufacturing, LLC. shall cooperate with federal, state, or local government agencies that have the responsibility to ensure our compliance with various laws relating to employment. Management will furnish such reports, records, and other matters as requested in order to foster the program of equal opportunity for all persons regardless of race, creed, religion, color, sex, sexual orientation, gender identity, age, national origin, disabled or Vietnam Era veteran status, disability, or any other legally protected characteristic according to the policies stated in the previous paragraphs.

Management, individually and collectively, has the overall responsibility of carrying out the company's Equal Employment Opportunity Policy in their respective work areas.

1.3 Employment-At-Will

All employees of Lincoln Center Manufacturing, LLC. are considered employees "at-will", meaning that Lincoln Center Manufacturing, LLC. may dismiss at any time any employee, for any reason or no reason, without incurring any liability to the employee, likewise, any employee is free to end their employment relationship with the Company at any time. Nothing in this handbook should be construed as granting or guaranteeing any employment for any set length of time. This handbook does not and is not intended to create any contractual rights for any employee.

Neither the company, any of its managers, nor any other employee can guarantee a specific duration of employment. Lincoln Center Manufacturing, LLC. recognizes that circumstances change with the passage of time and that some employees may seek opportunities elsewhere or choose to leave the company for other reasons.

Others may not fulfill the operational needs of the company or changed circumstances may reduce available employment opportunities, which may result in involuntary terminations.

1.4 Workplace Harassment

Consistent with the company's policy on sexual harassment, it is also strictly against policy for employees to be harassed by co-workers, supervisors, clients and/or vendors on the basis of race, color, sex, sexual orientation, gender identity, national origin, age, disability or any other characteristic protected by the law.

Harassment under this policy is verbal, non-verbal or physical conduct that denigrates or shows hostility or aversion toward another individual because of any legally protected characteristic that:

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

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the premises, or is circulated in the workplace.

1.4.1 Sexual Harassment

Sexual harassment, whether it occurs between a supervisor and a subordinate, or between coworkers, cannot and will not be tolerated by Lincoln Center Manufacturing, LLC..

DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 and it is against our policy for any employee, male or female, to sexually harass other employees by:

- Making unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's employment or
- Making submission to or rejection of such conduct the basis for employment decisions affecting the employee, or creating an intimidating, hostile or offensive working environment by such conduct.

1.4.2 Types of Sexual Harassment

Sexual harassment may take different forms. Below are examples of some types:

VERBAL - Sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions or sexual threats

NON-VERBAL- Sexual suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling or obscene gestures

PHYSICAL - Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse or assault

1.4.3 How to File a Complaint

Employees who believe they are the victims of sexual harassment and/or workplace harassment are to immediately contact their supervisor, a manager, or **Corp. Headquarters (419-253-2119)** for appropriate action. For the comfort of the employee complaining of sexual harassment, upon request from the individual who files the complaint, a management representative who is the same gender as the employee will be made available to receive the complaint. Complaints will be investigated in a timely and thorough manner, and will be kept confidential to the extent practicable within the context of the Company's obligation to complete a fair investigation of the allegations.

1.4.4 Appropriate Discipline

If an investigation into a sexual harassment and/or workplace harassment complaint concludes that an employee violated this policy by harassing another employee, or otherwise conducted themselves in a manner that violates Company policy, the violator will be subjected to discipline, which may include termination of employment.

1.4.5 Retaliation is Prohibited

The company will not retaliate against an employee who, in good faith, makes a complaint or report of sexual harassment or workplace harassment, or who participates in the investigation of such a complaint or report. Retaliation against any individual for good faith reporting of a claim of harassment or for cooperating in the investigation of the same will not be tolerated and will itself be cause for appropriate disciplinary action, up to and including termination of employment.

1.5 Safety

Lincoln Center Manufacturing, LLC. is committed to the safety of its employees and its property and equipment. To this end, we shall utilize a safety program in our daily activities. Disregarding any company safety rules and regulations may result in disciplinary action including termination of employment for the first offense.

It is necessary that the company's established safety rules and regulations be observed by all employees at all times. With regard to these rules, the following should be considered standard procedure for all employees:

- All questions concerning the reason for doing something in a certain manner may be asked of any member of management at any time. Should a safety regulation be modified so that an employee's safety is something less than it should be, the employee should inform Human Resources.
- Employees' decisions should always be guided by the company's commitment to safety. Should a hazardous situation or condition exist and a decision has to be made on safety or production, safety concerns should always take precedence over production.
- It is the responsibility of each manager and supervisor to see that every employee at Lincoln Center Manufacturing, LLC. is provided with safe working conditions, all safety regulations are observed and employees use good common sense to protect themselves as well as others. Management and supervisors should periodically inspect working conditions and may suspend all work activity until an unsafe condition is corrected.
- The most important part of safety is the employee himself. It is the responsibility of each employee to abide by the safety rules; these rules are made for your protection. Employees are expected to report any personal injury **immediately**, however minor. In the event of any injury the Employee may be required to complete an incident report. Failure to truthfully and accurately complete an incident report in a timely fashion is considered a violation of this policy. Employees shall report all dangerous conditions and practices to the appropriate member of the management team. If an employee has any questions about who a condition should be reported to, contact Human Resources.

1.5.1 Safety Rules

This company intends to provide a safe and healthy working environment. To do this, we must constantly be aware of the conditions in each individual's work area that can produce injuries. No employee is required to work at a job that is not safe or healthful. Employee cooperation in detecting hazards, and in turn controlling them, is a condition of employment. The following general rules and procedures govern all employees and all company operations.

1.5.2 General Directives

1. All employees of this company shall follow these safety rules and practices. Employees must inform their supervisor immediately of any situation beyond their ability or authority to correct.
2. Supervisors shall insist that employees observe and obey every safety rule, regulation, and order as necessary for the safe conduct of the work, and shall take such action as is necessary to obtain compliance.
3. Only qualified and/or licensed employees may operate any piece of equipment.
4. Anyone known to be under the influence of alcohol and/or drugs (including marijuana, even if used for medical purposes pursuant to a valid prescription) shall not be allowed on the job while in that condition. Anyone suspected of being under the influence may be required to submit to testing.
5. No one shall knowingly be permitted or required to work while his or her ability or alertness is so impaired by fatigue, illness, or other causes that might necessarily expose the individual or others to injury.
6. Work shall be planned and supervised to prevent injuries in all work processes, particularly when working with equipment and handling heavy materials.
7. Employees shall **immediately** report any personal injury or damage to property to their supervisor, no matter how trivial, regardless of the amount of damage and irrespective of cause or fault. As stated above, employees who report any injury may be required to complete an incident report, failure to do so truthfully and accurately is considered a violation of this policy.

1.5.3 Supervisor's Responsibilities

1. To set examples of safe practices by their own conduct.
2. To investigate and correct or have corrected promptly, unsafe conditions which have come to their attention.
3. To know, observe, and enforce all the general safety rules and such special instruction as are set up for their department and to require any employees they are supervising to follow the general safety rules.
4. To thoroughly acquaint each employee with safety instructions and practices including refresher training where necessary.
5. To take part in workplace safety and health program activities and contribute to their success.
6. To investigate and promptly report all personal injuries and illnesses sustained on the job by the personnel within their area of responsibility.
7. To investigate and report all property damage accidents.
8. To welcome, evaluate and utilize, as far as practical, the safety suggestions which may be made by the workers.
9. To thoroughly instruct new personnel on safety and carefully observe them at their work.
10. To see that PPE audits are conducted on all machines in their area of supervision and to ensure that the workers have and use personal protective equipment as determined by the safety director.
11. To see that all tools and equipment are and remain in safe and proper working conditions.

1.5.4 General Safety Rules

1. Be alert to see that all guards and other protective devices are in their proper places and adjusted. Report all deficiencies promptly to your supervisor.
2. Horseplay, scuffling, and other acts which tend to endanger the safety or well-being of employees are prohibited.
3. Follow safety rules applicable to their job and use safety devices and personal protective equipment as required and directed.
4. Only authorized employees may operate machines and equipment for which they are qualified.
5. Obey all posted warning and/or instructional signs.
6. Do not use equipment that has been tagged out until repairs have been made and the tags have been removed by authorized personnel.
7. You are responsible for housekeeping in your work areas and must keep the area clean.
8. Do not wear loose, frayed clothing, dangling items, finger rings, etc. around conveyors, moving machinery or other sources of entanglement.

9. The access to all fire extinguishers, fire hoses, sprinkler valves, electrical panel box boxes, and exits must be kept clear at all times. Report any blockage to your supervisor.
10. Keep flammable liquids only in the proper designated storage area.
11. Riders are prohibited on lift equipment unless the equipment is specially designed for this purpose.
12. Guards or safety devices are not to be removed, except by authorized personnel, for the purpose of making repairs or cleaning and must be replaced immediately thereafter.
13. Empty pallets must be accumulated, stacked not to exceed eight feet on dock areas and not to be left standing in an upright position. Empty pallets in other areas should not exceed four feet.
14. Broken pallets should not be used for storage of merchandise. Any broken pallets should be disposed of.
15. Do not walk on, climb over, or crawl under conveyors.
16. Pallet jack handles must be in the upright position when not in use.
17. The throwing of objects, such as merchandise, rolls of shrink-wrap or tape, tools, etc. is forbidden.
18. Smoking is prohibited in all buildings.
19. Adequate fire protection equipment, such as hoses, extinguishers, etc. is located at designated points in the plant. This equipment is provided for employee's protection as well as for the protection of property and equipment. All employees should help take care of this equipment.
20. Employees should report any defective, damaged or missing fire protection equipment to their supervisor.
21. All aisles must be kept clear and open for traffic.
22. Never walk under an up-raised load.

These rules are not meant to be all-inclusive since in many departments more specific rules are necessary for a smooth and safe operation. Additions to, and deletions from, or modification of these rules will be made anytime it is determined necessary for the safety and well-being of all personnel.

1.5.5 Safety Violation Procedure

Four (4) step corrective action procedure:

- First Occurrence: Verbal Warning, Documented in File**
- Second Occurrence: Written Warning, Documented in File**
- Third Occurrence: Three-Day Suspension, Unpaid, Documented in File**
- Fourth Occurrence: Termination**

Management will strive to follow these four steps in most instances, however the determination of the type and severity of the discipline issued following a safety violation remains at all times in the sole discretion of management and may include termination for the first violation. Violations will be handled on a case by case basis depending on their severity. They may result in expedited occurrences and/or immediate discharge on a first occurrence, pending an investigation.

Safety Violations Occurrences will be active for a twelve month period. After twelve months they will be removed from your file. Excessive occurrences either in quantity or severity of violation in any twelve month period will be grounds for termination.

Any manager and/or supervisor is authorized to issue safety violation notices, regardless of the employee's department. Violations will be recorded in the employee's personnel file.

1.5.6 Hazardous Wastes

The Environmental Protection Agency has classified certain chemicals and chemical groups into categories, which have been classified as toxic. This means that in concentrated forms or by accumulating and combining with other chemicals (even with air) these chemicals can be hazardous to human health if exposure occurs. As a company, we are committed to preventing the creation or disposal of hazardous wastes, which may contaminate the environment. We shall choose materials, which have been judged as non-hazardous whenever

feasible, and properly dispose of hazardous materials if used. We also will comply with all laws pertaining to disposal of the materials we use in our business.

We shall inform and train employees how to control hazardous wastes and what to do if they are exposed to hazardous wastes. If any employee suspects that the wastes they may encounter as an employee are hazardous they should inform management immediately.

1.5.7 Reporting Injuries and Accidents

Employees must advise management of all accidents, injuries or illnesses that occur while at work. All accidents, injuries or illnesses that occur while at work must be reported immediately no matter how slight they may appear.

The company shall provide the proper forms for reporting job related accidents, injuries and illnesses. Failure to report these occurrences may be cause for disciplinary action up to and including termination of employment. In the event of a vehicular accident involving a company owned vehicle or while on company business, employees should report all information as soon as possible to management. In no instance should any employee take or indicate responsibility for an accident until the proper person in the company has been notified and permission has been obtained to make statements.

1.6 Statement of Substance Policy

Lincoln Center Manufacturing, LLC.'s Substance-Free Workplace Policy is being implemented to ensure, to the greatest extent possible, that we have a work environment free of the negative effects of drug and alcohol abuse. Our company is concerned with the health and well-being of all employees. Behaviors related to substance use can endanger all employees, not just substance users. We can't condone and won't tolerate behaviors on the part of employees that relate to substance use, such as:

- 1) Use of illegal drugs;
- 2) Misuse of alcohol;
- 3) Sale, purchase, transfer, trafficking, use or possession of any illegal drugs or drug paraphernalia;
- 4) Arrival or return to work under the influence of any drug or alcohol substances.

For the purposes of this policy illegal drugs includes but is not limited to, marijuana even if the employee has a valid prescription. We believe that early recognition and treatment are critical to successful rehabilitation and to the minimization of business, personal, family and social disruption. Therefore, we strongly encourage employees who are experiencing problems related to drug or alcohol abuse to seek help.

Employees who are injured while on the job may be required to take a drug or alcohol test if the Company believes there is cause to suspect the employee was intoxicated or under the influence of drugs (including medical marijuana). (Examples of such causes include physical symptoms, abnormal or erratic conduct, absenteeism, information from a reliable source, etc.). You should be aware that an employee who tests positive or refuses to submit to chemical testing for alcohol or controlled substances (not prescribed by a treating physician) after a work-related injury faces a rebuttable presumption that the alcohol or controlled substance proximately caused the injury. The burden of proof will be on the employee to prove that the presence of alcohol or a controlled substance (including medical marijuana) was not the proximate cause of the work-related injury, and failure to overcome this rebuttable presumption will disqualify the employee for compensation and benefits under the Workers' Compensation Act.

Except where required or permitted by federal or state law or regulation (such as workers' compensation premium reduction programs or medical marijuana statutes), post-accident drug or alcohol testing will occur only when the Company believes there is a reasonable possibility that drug or alcohol use by the reporting employee was a contributing factor to the reported illness or injury (e.g., no testing for allergic reactions, insect

bites, muscle spasms caused my exhaustion, etc.), and for which the drug test may be supportive or probative of an impairment caused by drug/alcohol use.

1.6.1 Drug and Alcohol Testing

Testing will be used to detect problems to ensure employees are not using substances in a way that violates our policy and then allow us to take appropriate action to correct the situation.

1.6.2 When Will a Test Occur?

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below:

A. Post-Offer, Pre-Employment Drug Testing

As part of the company's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical drug screen/test that is conducted by a contractor designated by the company. Any offer of employment depends upon satisfactory completion of this screening.

B. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of the Drug Free Workplace Policy (DFWP). The suspicion will be documented prior to the release of the test findings. A reasonable suspicion test may occur based on:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
2. In the sole discretion of the Company, a pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. The employee is responsible for notification to the company, within five working days, of any drug-related arrest;
4. Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use; or
5. Evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere "hunches" are not sufficient to justify testing. Testing may be for drugs or alcohol or both.

C. Post-Accident Testing

Post-accident testing will be conducted whenever an accident occurs, regardless of whether there is an injury. We consider an accident an unplanned, unexpected or unintended event that occurs on our property, during the conduct of business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting company business, or is within the scope of employment, and which results in any of the following:

- A fatality of anyone involved in the accident;
 - Bodily injury to the employee and/or another person that requires off-site medical attention away from the company's place of employment;
 - Vehicular damage in apparent excess of \$1,000.00; or
 - Non-vehicular damage in apparent excess of \$1,000.00.
- When such an accident results in one of the situations above, any employee who may be involved in the accident will be tested for drugs or alcohol use or both.

D. Drug and/or Alcohol Testing after an Accident

Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. Breath or saliva alcohol testing will be performed as quickly as possible and

usually no later than eight hours after the incident or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, **it is a condition of employment that the employee grants the company the right to request that attending medical personnel obtain appropriate specimens (breath, urine and/or blood)** for the purpose of conducting alcohol and/or drug testing. Any employee who refuses to submit for a drug test shall be treated as having failed that test. Further, all employees must grant the company access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment. Management reserves the right to determine who may have caused or contributed to a work-related accident and may in its sole discretion choose whether or not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

E. Follow up Testing after Return-to-Duty from Assessment or Treatment

This test occurs when an employee who has previously tested positive and the decision is made to not terminate the employee. A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, management may choose to do additional unannounced tests for as long as we deem necessary. Any employee with a second positive test result will be terminated.

F. Random Drug Testing

Random drug testing will include all employees and contract workers and is conducted on an unannounced basis. A non-company testing organization uses computer software that ensures a truly random selection process in which all employees in the testing pool have an equal statistical likelihood of being selected for testing. When the next random draw is conducted, all employees are again included in the pool with an equal chance of selection, regardless of whether an employee was previously selected. Random testing is designed to deter drug use in violation of the policy and ensure that we maintain confidence in our employees' abilities to perform their duties. The company has contracted with an outside vendor to perform the periodic selection of employees for inclusion in the random testing pools. The contractor selects employees at random for drug testing at any time during each calendar year. The company will provide employee identification numbers to be used in the random selection drawings. The contractor will, in turn, furnish the company with a list of individuals to be tested at the beginning of each selection period. It shall be the responsibility of the company to notify each employee who was selected with the date, time and location that random testing will be performed. When notified, it shall be the responsibility of the individual employee to provide a urine specimen for drug testing. An employee's failure to comply with the request for a specimen for random testing will result in termination of employment.

1.6.3 Substances to Be Tested for & Methods of Testing

The procedure that we are relying on is called systems presence testing. This is how qualified testing professionals identify the presence of one or more prohibited controlled substances or alcohol that may be present in the employee. There is an initial screening test. If it is negative, then a negative test is declared. If the initial test is positive (comes in at or higher than the cutoff level), a second test called a "confirmatory" test is done. This is a different test and is considered 100% accurate by experts and in court. Cut-off levels are standards that have been established in each of the tested drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for a pre-employment examination, reasonable suspicion test, post-accident test or follow up test.

Breath alcohol testing will be conducted by a medical clinic that uses only certified equipment and personnel. Breath alcohol concentrations exceeding .04 will be considered a verified positive result. In the event of an accident where an employee has "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than .04 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) will

typically be used to confirm any initial positive test result. The company also reserves the right to add or delete substances on the list above, especially if mandated by changes in existing Federal, State or local regulations or laws.

An employee who adulterates, attempts to adulterate or substitute a specimen or otherwise manipulates the testing process will be terminated. A refusal to produce/provide a specimen is considered a positive test unless there is a verifiable medical reason that the specimen could not be produced.

1.6.4 Specimen Collection Procedure

Urine specimens and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breath alcohol testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any alteration or substitution of the specimen.

Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

1.6.5 Reporting of Results

All test results will be reported to a Medical Review Officer (MRO) prior to the results being issued to the company. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The company will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the Federal Department of Health and Human Services.

1.6.6 Storage of Test Results and Rights to Review the Test Results

All records of drug/alcohol testing will be maintained under lock and key at all times. Access is limited to designated company officials. The information contained in these files shall be utilized only to properly administer this policy and to provide to certifying agencies for review as required by law. Designated company officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment.

Any employees tested under this policy have the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Coordinator, in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting that a copy of the test be provided. The company will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

1.6.7 Positive Test Results

Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination.

1.6.8 Termination Notices

In those cases, where substance testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause".

Section 2 - Employment

2.0 Personnel Administration

Lincoln Center Manufacturing, LLC. has established a Human Resources point-of-contact, who is responsible for personnel administration. Questions regarding your employment and this Employee Handbook should be addressed to Human Resources.

2.1 HR Personnel Records

Lincoln Center Manufacturing, LLC. shall maintain a personnel file on each employee. An employee's personnel record begins with their completed employment application form and/or resume. From time to time information may be added to this personnel record regarding an individual's employment status with the company. Personnel records are the property of Lincoln Center Manufacturing, LLC. and shall be treated the same as any other confidential company information.

The following provisions apply with respect to the company's standards for establishing, maintaining and handling employee personnel records:

- All official records concerning an employee shall be kept up to date and all employees should promptly report all pertinent personal information and data changes to Human Resources.
- The personnel file of an employee terminating employment will be maintained for a minimum of seven years.

2.1.1 Contents of Personnel Files

Employee personnel records may include the following (but may be filed separately):

- Original Employment Application.
- I-9 Form.
- Performance Appraisal Reports.
- Disciplinary action.
- Education achievement.
- Status changes affecting employee's work and salary history.
- Other relevant documents as determined by management.
- Employee's resume (if applicable).
- Federal W-4.
- Ohio IT 501.
- State of Ohio New Hire Reporting Form.
- Special commendations.

2.1.2 Employee Information

Employees are asked to help keep the company informed about any major change, which may affect their employment status. Important changes to report include:

- Name.
- Home telephone number.
- Number of dependents.
- Authorized payroll deductions.
- Emergency telephone numbers and whom to notify in case of emergency.
- Additional education and special training courses.
- Address.
- Marital Status.
- Any important health information.

2.1.3 Employees Request for Review of Personnel Records

The following provisions apply to an employee's request to review their personnel record:

- Human Resources shall have the responsibility of coordinating the review of an employee's personnel record with the employee's immediate supervisor.
- A member of HR must be present while the employee reviews their personnel file.
- The employee may take notes; but may not remove, photocopy, deface or otherwise make notations on the documents in their personnel file unless authorized by state or local law.

2.1.4 Management Review of Personnel Files

All information in employee personnel files is considered confidential. This information shall only be available to Human Resources, senior management personnel, supervisors or managers who are responsible for the employee, and the employee.

The supervisor of the department to which an employee may be transferred shall be allowed to review the employee's file with the approval of Human Resources and the employee's immediate supervisor. Violation of this policy is considered a very serious offense.

2.2 Service

Management shall make every effort to accommodate employees during their transition into or out of service with Lincoln Center Manufacturing, LLC..

2.2.1 Employee Categories

Lincoln Center Manufacturing, LLC. policies apply to all categories of employees. Employees are divided into the following categories for the purpose of compensation and benefits.

Full-Time: Employees hired full time (40 hours a week) on a full work week basis are considered full-time employees for compensation and benefit purposes.

Part-Time: Employees whose work schedule is less than full time (less than 40 hours a week) on a full work week basis are considered part-time employees and are not eligible for benefits.

Temporary: Employees hired as temporary replacement for full-time or part-time employees, or for short periods of employment such as summer months, peak periods and vacations are considered temporary employees. Temporary employees are not eligible for benefits regardless of the number of hours or weeks worked.

2.2.2 Employment of Relatives

LCM has no prohibition against hiring relatives, but usually employees will not be permitted to directly supervise their relative because the employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In the case of actual or potential problems, LCM will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

2.2.3 Employment of Minors

The company shall fully comply with the Child Labor provisions of the Fair Labor Standards Act and applicable state statutes, which govern the employment of minors.

2.2.4 Promotions

Promotions within the company shall be made in the sole discretion of the Company and shall be based on factors such as quality of work, prior job performance, experience, educational background, attendance, safety record, and the ability to work well with others. Our company policy is to promote from within when we have personnel fully qualified to perform the duties of the position.

2.2.5 Separation of Employment

Employees may be separated from employment voluntarily or involuntarily by retirement, voluntary resignation, lack of work, or termination. However, if any misconduct warranting discipline is severe enough, management may discharge an employee immediately.

In the case of termination all company property (including uniforms) in the employee's possession must be returned to Lincoln Center Manufacturing, LLC. upon separation from employment. The value of any unreturned company property will be deducted from the former employee's final paycheck as well as the cost of the drug-screening if the employee has not completed the 90-day probationary period.

2.2.6 Workforce Reductions

In the event that a reduction in the company's work force becomes necessary, the number of employees over and above those needed to perform the available work shall be laid off. In determining those employees to be retained, consideration will be given to the quality of each employee's past performance, the need for the position held by the employee and, with all other factors being equal, the length of service of each employee.

2.2.7 Probationary Period

During the first ninety days of employment, Lincoln Center Manufacturing, LLC. and the new employees are given an opportunity to evaluate whether the employment relationship should continue. At the end of this ninety day period, the employee should be notified of their future employment status by their management.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

If, during, or at the conclusion of the ninety day probationary period, either Lincoln Center Manufacturing, LLC. or the employee believes that employment should not continue, separation from employment will follow immediately, with or without cause or advance notice. Nothing in this policy is intended to modify the Company's employment at will policy in any way.

2.2.8 Extra Income

Lincoln Center Manufacturing, LLC. makes every effort to keep its employees as fully employed as possible and at a good rate of pay. When an employee is on the job, this means that 100% of their effort is required. If an employee chooses to work outside of their job and the outside work competes with the business of Lincoln Center Manufacturing, LLC. or negatively impacts the employee's ability to do what is expected of them as a Lincoln Center Manufacturing, LLC. employee, the Company may require that they terminate their employment with either LCM or the other employer.

If management feels that outside employment prohibits an employee from fulfilling their obligations to the company, they will be asked to resign or to leave their outside employment.

All management and supervisory personnel are expected to enforce this policy and, by example, refrain from conflicting outside employment. Employees may not receive any income or material gain from individuals outside LCM for materials produced or services rendered while working in the scope of their employment with LCM.

2.2.9 Performance Reviews

- A performance review will be conducted upon the completion of the probationary period at 90 days.
- The performance review shall be in writing and, at a minimum, consist of the employee and his/her immediate supervisor. Each review will be conducted privately.
- Based on performance, interim reviews may be required and will be conducted as deemed necessary by the employee's supervisor.

- Merit-based pay adjustments are awarded by LCM in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by the formal performance evaluation process.
- Top pay and performance reviews are based upon the following schedule: 90 days, 6 months, 1 year, 18 months, and 2 years.

Section 3 - Compensation and Benefits

3.0 Benefit Eligibility

The term “eligible employee(s)” used in the following sections of this handbook refers to full time employee(s) unless otherwise designated. Employees shall be advised of the status of their position when they are hired.

- Full-time employees are entitled to the benefits stated in this handbook provided they qualify for each individual benefit.
- Part-time employees are not usually eligible for benefits.
- Temporary employees are not eligible for benefits.

In order to have a record of an employee’s benefits, a continuous service date should be maintained for each full time employee. The continuous service date should be the employee’s first day of employment and should continue uninterrupted as long as the employee remains a full-time employee. The following benefit programs are available to eligible employees: bereavement leave, holidays, jury duty leave, medical insurance, paid time off (PTO) and unpaid sick days.

3.1 Payroll Information

Immediately upon accepting employment, the new employee will be given federal and state tax forms to complete. The completed forms, the employment application form, and information regarding starting pay, starting date and other pay or benefit information should be forwarded to Human Resources. Payroll checks cannot be processed without these forms being completed.

3.1.1 Time Records

Employees are classified as either exempt or non-exempt for the purposes of the Fair Labor Standards Act (FLSA). Your supervisor will inform you of your status as either exempt or non-exempt. Government regulations require that the company keep an accurate record of hours worked by non-exempt employees. Non-exempt employees should accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Nonexempt employees must punch in no earlier than thirty minutes before their starting time and punch out no later than thirty minutes after their scheduled shift has ended unless approved by management (all overtime work must be approved before it’s performed).

3.1.2 Pay Periods

Employees are normally paid on a weekly basis. The payment occurs every Thursday for the work performed during the week period ending the Sunday prior to the date on the paychecks. In the event that a regularly scheduled payday falls on a day off, employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee’s vacation, the employee’s paycheck will be available **upon his/her return** (unless prior arrangements are made with management).

3.1.3 Payroll Deductions

The company shall deduct Federal, State and Local Income Taxes, Social Security Taxes, health coverage, back taxes, garnishments (including child support), for loss or destruction of company property, and for authorized voluntary deductions from an employee's gross pay.

- All deductions (other than statutory deductions) must be authorized in writing by the employee.
- Deductions shall be itemized on the employee's paycheck stub. Questions regarding payroll deductions should be directed to Human Resources.

3.1.4 Overtime

Hourly-paid employees (non-exempt employees) are expected to confine their work to the normal workday and workweek unless their manager authorizes overtime in advance, if determined necessary, in case of emergency or when it's in the best interests of the company, overtime work will be authorized by management for time spent beyond an employee's standard work week.

Hourly-paid employees will be paid one and one-half times their normal hourly rate of pay for approved overtime hours worked in excess of forty hours per week. PTO and holiday pay does not contribute to hours worked.

3.1.5 Payroll Errors

Every precaution is taken to ensure that employees are paid correctly. If an employee believes there is an error in their pay, they should notify Human Resources ASAP. In the event of an error, the company will make every attempt to adjust the error no later than the employee's next pay period.

3.1.6 Garnishment of Employee Wages

State law requires the company to honor garnishment of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs. Employees shall be notified of any ordered garnishments.

3.1.7 Authorized Check Pickup

Your manager distributes paychecks. If an employee is absent on payday and instructs someone to pick up his or her paycheck, Human Resources shall be notified by the employee before it is picked up. The employee may be required to provide written authorization indicating that another individual is permitted to pick up that employee's paycheck.

3.1.8 Pay at Time of Separation

Employees separated from employment shall be paid for time worked (less deductions) on the next regular payday according to the applicable federal and state laws.

The company shall determine if the terminating employee has any outstanding debt owed to the company and whether the individual has in their possession any company property (e.g. credit cards, uniforms, tools, etc.).

After a full accounting of the employee's and the company's accounts (as determined by the company) is completed, a final paycheck will be issued to the employee in accordance with state law.

The company shall issue a check, which is designated as the final payment for all services rendered.

Upon resignation or termination, the employee should consult Human Resources for possible conversion of their group insurance and to address any financial issues. Any employee terminating their employment is expected to return any company property in their possession. The value of any unreturned company property will be deducted from the final paycheck.

3.2 Attendance & Leave

We depend on you to be on the job, on time, every day. Absenteeism and tardiness impair the company's ability to operate efficiently and provide outstanding customer service. While we recognize that our employees get

sick and have emergencies, habitual absenteeism and/or tardiness will result in corrective action or termination of employment. The definition of excessive absenteeism depends on the particular circumstance of each case.

The following general rules governing absenteeism will be strictly enforced.

1. You are expected to meet your regular work schedule. Excessive absenteeism and/or tardiness will not be tolerated. (See below.)
2. You are required to call your supervisor within 1 hour of your shift start if you are unable to report for work at your regularly scheduled time. If your supervisor is unavailable, you must speak to another member of management. Telling a coworker is unacceptable.
3. If you are absent for a personal illness, you may be required to bring a doctor's statement indicating the nature of the illness, when you may return to work and whether you can return with or without restrictions or job modifications.
4. Failure to report or receive approval for an absence of two (2) consecutive work days is considered a voluntary termination of your employment with the company.

3.2.1 Attendance Policy Definitions

- Tardy: Employee shows up after the start of shift.
- Unscheduled Absence: Employee is unable to work their scheduled shift and has **not** requested the time off in advance.
- Scheduled Absence: Employee is unable to work their scheduled shift and has requested the time off in advance.
- Early departure: Leaving for lunch or the end of shift prior to the appropriate time without a work complete.
- Work Complete: Approved departure or absence from work by management when all operations needs are fulfilled.
- No-call, no-show: Not calling and then not reporting to work, or not calling in within 1 hour of your shift start time and then not reporting to work.

3.2.2 Calculation of Attendance Infractions

- Absent with call in: 1 point
- Absent, no call (No-call, no-show): 2 points
- Tardy: ½ point

- Early departure: ½ point
- Late return from lunch or break: 1 point (over 30 minutes)

Employees are required to report an absence by calling 419-253-2119 and either leaving a message at extension 301, or speaking to a member of management. Failure to call off within 1 hour of a scheduled shift start time will result in a no-call, no-show.

Attendance infractions restart annually on January 1.

3.2.3 Overview of Disciplinary Action for Attendance Issues

A. Point-related Infractions:

- **3 points: Verbal Warning**
- **4 points: Written Warning**
- **5 points: Meeting with manager/supervisor, possible suspension**
- **6 points: Employee is subject to termination**

B. Confinement in a Penal Institution

Confinement in a penal institution due to conviction of a felony shall result in automatic discharge. Confinement in a penal institution due to conviction of a misdemeanor in excess of three scheduled workdays shall result in suspension, pending investigation and final determination regarding employment consequences.

C. Falsification of Records

Falsification of records or giving other false or misleading information to company representatives is cause for immediate disciplinary action, up to and including discharge.

3.2.4 Excused, unpaid Absences without Disciplinary Action

Excused, unpaid absences can be granted for funerals, jury duty, bereavement, childbirth, a car accident, medical appointment, and unavoidable emergencies. In these cases, employees must provide documentation to prove a reason for the absence.

3.2.5 Failure to clock in or out

Employees must clock in and out for each shift. If there is any problem recording a clock in or out, employees should inform a manager immediately. Employees who consistently fail to clock in or out may receive disciplinary action, up to and including termination.

3.2.6 Attendance Policy Exceptions

Absences because of bereavement, jury duty, or military duty, are exempt from disciplinary action, as are FMLA and ADA related absences. Bereavement, jury duty, or military exemptions require proper documentation to be given to a manager within 48 hours of the absence.

3.2.7 Paid Time Off (PTO)

PTO consists of earned time off, based on length of employment at an employee’s anniversary date with a minimum of at least 1200 hours worked. Regular full-time employees are eligible for vacation time and the length of eligible service is calculated on the basis of a “benefit year.” This is the 12-month period that begins when the employee starts to earn vacation time. An employee’s benefit year may be extended for any significant leave of absence except military leave, as it has no effect on this calculation. Paid vacation time can be used in minimum increments of one-half day.

To take vacation, employees should request advance approval from their supervisors. Ordinarily, supervisors will not withhold approvals for any reason except to ensure the staffing of the business. Requests will be reviewed based on business needs and staffing requirements.

Employees will not be permitted to roll over vacation time in excess of 40 hours.

Any employee who is terminated, voluntarily or involuntarily, will be paid for unused vacation time that has been earned through the last day of work.

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following table:

Employment Year	Total
1 Year	40 Hours
2 Years	80 Hours
5 Years	100 Hours
7 Years	120 Hours
10 Years	140 Hours
15 Years	160 Hours
20 Years	200 Hours

25 Years	220 Hours
30 Years	240 Hours

All vacation requests should be submitted by January 31st. Requests will be approved based on seniority. Any requests after January 31st will be awarded on a first come/first serve basis.

All employees will be required to use PTO prior to requesting time off unpaid (including early out and half-day requests).

3.2.8 Bereavement Leave

Lincoln Center Manufacturing, LLC. shall, when satisfied by evidence presented, grant a regular full-time employee time off with pay in the case of death in the employee’s immediate family.

For the purpose of this rule, up to two paid 8-hour days will be allowed due to the death of the following family members: employee’s spouse, children, siblings, the employee’s spouse’s children, parents, and the employee’s grandparents or grandchildren. Additional unpaid time off may be available at the discretion of the supervisor.

3.2.9 Civic Leave or Jury Duty

When an employee is called for jury duty or as a witness, time off without pay will be granted. If desired, employees may use any available paid time off (ex: vacation time). An employee must show a jury duty summons to his or her supervisor as soon as possible so that the supervisor may make arrangements to accommodate the absence. Employees are expected to report for work whenever the court schedule permits.

Should the employee’s work duties with the company be vital to its operation, the court may be asked to excuse the employee from jury duty, by either the employee or LCM.

Vacation and holiday benefits will continue to accrue during unpaid jury duty leave.

3.2.10 Pregnancy-Related Absences

LCM will not discriminate against any employee who requests an excused absence for medical conditions associated with a pregnancy. Such leave requests will be made and evaluated in accordance with the medical leave policy provisions outlined in this handbook.

Requests for time off associated with pregnancy and/or childbirth (apart from medical disabilities associated with these conditions) will be considered in the same manner as any other request for an unpaid personal or medical leave.

3.2.11 Holidays

Lincoln Center Manufacturing, LLC. will grant holiday time off to all employees on the holidays listed: New Year’s Day (January 1), Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first

Monday in September), Thanksgiving (fourth Thursday in November), Christmas Eve (December 24) and Christmas (December 25). Full-time employees will be compensated at their normal rate of pay for eight hours on a paid holiday. Employees must work their full regular shift, or have approved paid time off, for both the work day preceding the holiday and the work day following the holiday to be compensated for the holiday. New employees joining the company must satisfy their 90-day probationary period to qualify for holiday pay.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday and a recognized holiday that falls on a Sunday will be observed on the following Monday. If a recognized holiday falls during an eligible employee's paid absence (sick leave, vacation), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If an eligible non-exempt employee works on a recognized holiday, he/she will receive holiday pay plus wages at one and one-half times his or her straight-time rate for the wages hours worked on the holiday; as long as they have 40 hours of regular pay fulfilled before receiving holiday pay.

3.3 Insurance & Benefits

Lincoln Center Manufacturing, LLC. provides a variety of employee benefits and insurance. The following list is just a brief summary of these benefits and Lincoln Center Manufacturing, LLC. urges all employees to refer to the original policy documents in order to understand the full implications of all these policies. Employees are always welcome to ask questions and discuss certain aspects of these policies with Human Resources.

3.3.1 Hospitalization and Medical Insurance

The company maintains a group health insurance program. Every full time employee becomes eligible for coverage under this program after 90 days of full-time employment with the company provided all proper applications are made.

The company pays a portion of the premium for the coverage of the employee and their dependents. For convenience, the employee's share of the cost of this insurance will be deducted from the employee's pay and paid along with the company's contribution to the insurance company.

As health care costs continue to rise, the company shall attempt to provide the best possible health coverage to its employees at an affordable cost. Details of the various insurance programs are set forth in the original insurance documents.

3.3.2 Continuation of Group Health Insurance (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue purchasing health insurance under LCM's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at LCM's group rates plus an administration fee. LCM provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible to purchase coverage under LCM's health insurance plan. The notice contains important information about the employee's rights and obligations.

3.3.3 Social Security

The cost of Social Security is shared between the employees and the company. For every dollar an employee puts into Social Security, Lincoln Center Manufacturing, LLC. puts in a dollar.

Social Security provides benefits for employees and their families as specified by law in the event of retirement, hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death at any time. For details, contact the local Social Security Office.

3.3.4 Workers' Compensation

All employees are covered by Workers Compensation Insurance, which is purchased by the company in the state in which it operates. This insurance provides an employee with compensation for illness, accidental injury, or death suffered in the course of or as a result of their employment with the company. Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as soon as possible.

Eligibility for benefits under Workers' Compensation insurance is automatic and is effective on the date of hire. Workers' Compensation provides weekly payments based upon the employee's regular earnings as well as payments for medical and hospital expenses arising out of an occupational illness or injury. All state and federal laws pertaining to Workers' Occupational Diseases and Workers' Compensation are fully complied with by the company.

3.3.5 Unemployment Compensation

Federal and State Unemployment Compensation Insurance are paid for entirely by the company. It helps an employee meet a loss of income resulting from unemployment beyond their control by paying certain benefits while they are out of work. Contact the local State Unemployment Office for details on the program.

3.3.6 Break Room/Meal Time

All full-time employees are provided with one meal period each workday. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. The company provides break areas for the convenience of the employees. The primary break area contains a refrigerator and microwave.

Employees are encouraged to use the break areas for their scheduled break and lunch period. Consumption of food is only permitted in the break area and other designated areas. All employees are required to take a 30 break after 6 hours of pay and any pay received for 6 hours will be reduced by 30 minutes to reflect time used for break. This policy is used to ensure that the employees are energized and well-rested in order to have a safe and efficient workplace.

Section 4 - Employee Responsibilities

Each employee is expected to complete a normal workday, workweek, and work whatever reasonable additional hours are required in meeting company needs.

4.1.1 Working Hours

The company's regular workweek begins at 6:00 a.m. on Monday and ends at 5:00 p.m. on Friday. Regular working hours are as follows:

- Office: 8:30 a.m. to 5:00 p.m. weekdays.
 - Plant: 6:00 a.m. to 4:30 p.m. Monday - Thursday, or 6:00 a.m. to 2:30 p.m. Monday - Friday, weekdays.*
- *Occasionally positions are offered and altered start and end time.
- Included lunch break: thirty minutes.

Management shall inform employees of scheduled break and lunch periods. Normal lunch or meal periods shall be scheduled for thirty minutes at 11:30 a.m.

Employees are expected back at their workstation ready to start work at the end of each scheduled break and lunch break period. If overtime is required, employees should be expected to work any additional time necessary.

Severe Weather:

- If there is a severe weather warning and the hours of operation are not affected, a two hour unpaid grace period will be allowed to report to work. If possible the employee should call and notify his/her supervisor of this occurrence. The employee will not be considered tardy within the grace period. Reporting after the grace period will result in a tardy. Not reporting to work will result in an unexcused absence. Extenuating circumstances will be reviewed by the supervisor on a case by case basis.

4.1.2 Salary Employees

The appropriate manager shall establish salaried employees work schedules.

4.1.3 Hourly Employees

Regular work schedules shall be established according to production requirements, and employees will be notified in advance of changes in the starting time of their shifts.

The company has adopted a 5-day work schedule of 8 hours per day, as well as a 4-day work schedule of ten hours per day, repeating approximately every 4 weeks Monday-Thursday/Tuesday-Friday by position. This rotation schedule is set each year on or before January 1. However, because of varying production requirements, there may be an occasional reduction in hours or you may be required to work overtime hours. When overtime is required, the company will make every reasonable effort to notify employees affected as early in the day as practical. In order to avoid or minimize layoffs during slack seasons the company may try to preserve everyone's job by reducing total hours and balancing the work among employees.

4.1.4 Clean Work-Place

A clean work environment everywhere in the company is essential for smooth and productive operations. The following rules for cleaning the workplace apply:

Office - Everyone on the premises of the company working in an office is responsible for keeping his/her office area in a neat and clean condition at all times.

Plant - Employees working in the plant shall be given adequate time to clean their own work area. Within this time period and after they have completed the work area clean up, employees may then wash up. This does not mean that employees should line up at the time clock or punch out early.

4.2 Legal & Ethical Conduct

It is the policy of the company that each employee conducts his/her business affairs with such standards of integrity that no conflict of interest exists or can be reasonably implied or construed. The following paragraphs set forth legal and moral restrictions with respect to legal and ethical business conduct.

4.2.1 Ethical Standards

All employees should comply with the ethical standards of the company as set forth in this handbook. If a situation feels awkward, then the employees should ask themselves:

- Is my action legal and ethical?
- Does my action comply with corporate policy?
- Is my action appropriate in the situation?
- Does my action agree with my personal ethics or behavior?

An employee should be able to answer “yes” to all of these questions before taking action or compromising themselves in the situation.

Unethical business conduct, actions, or even the appearance of unethical behavior is unacceptable under any conditions. The reputation of the company depends on each employee applying common sense in situations where specific rules of conduct are insufficient to provide clear direction. A strong sense of personal ethics, which should extend beyond compliance with applicable laws, is necessary to guide the behavior of all employees.

4.2.2 Conflicts of Interest

A conflict of interest can arise in dealings with anyone with whom Lincoln Center Manufacturing, LLC. transact business: Customers, clients, owners, buyers, suppliers, banks, insurance companies, and people in other organizations with whom we contact and make agreements.

The following actions and conditions are specifically prohibited, but are not intended to enumerate all actions or situations, which might be avoided:

- Working for any of the groups mentioned above for personal gain. Employees should not have any direct interest in any company which competes with Lincoln Center Manufacturing, LLC., which sells or supplies to, or buys from Lincoln Center Manufacturing, LLC. any products or property, or which furnishes any service to the company.
- Borrowing from, or lending money to, individuals representing organizations with which business dealings are conducted.
- Employee shall not borrow money or accept advances or other personal payments or gifts or entertainment, from any company or firm (or any person acting directly or indirectly for any company or firm), which has transactions with Lincoln Center Manufacturing, LLC., as described above.
- Engaging in part-time activity for profit or gain in any field in which the company is engaged.
- Employee shall not enter into any transaction, acquire any interest or take any action, which, in his/her own judgment, is contrary to the interest of Lincoln Center Manufacturing, LLC. or is incompatible with loyalty and obligation inherent to his/her employment.

The foregoing prohibitions apply not only to the employee personally, but also to the employee's spouse and dependent minor children.

Any situation involving a possible conflict of interest, which arises in relation to the above outlined policies, must be brought to the attention of the employee's immediate supervisor or manager for possible action.

4.2.3 Personal Conduct

The company expects that all of its employees shall conduct themselves with the pride and respect associated with their positions, their fellow employees, customers, suppliers and everyone else associated with the company in one form or another. Employees should always use good judgment, discretion, and the highest standards of ethical conduct in carrying out the company's business.

4.2.4 Confidentiality

Lincoln Center Manufacturing, LLC. is engaged in manufacturing and distribution, which requires that a strict code of confidentiality of information be maintained.

Additionally, Lincoln Center Manufacturing, LLC. maintains and fiercely protects all trade secrets of the company. Dissemination of trade secrets could potentially cause harm to Lincoln Center Manufacturing, LLC.. Trade secrets means all information, including, but not limited to, the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement of any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following:

- (1) It derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.
- (2) It is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

No trade secret shall be misappropriated by any person. Misappropriation means any of the following:

- (1) Acquisition of a trade secret of another by a person who knows or has reason to know that the trade secret was acquired by improper means;
- (2) Disclosure or use of a trade secret of another without express or implied consent of the other person by a person who did any of the following:
 - (a) Used improper means to acquire knowledge of the trade secret;
 - (b) At the time of disclosure or use, knew or had reason to know that the knowledge of the trade secret that the person acquired was derived from or through a person who had utilized improper means to acquire it, was acquired under circumstances giving rise to a duty to maintain its secrecy or limit its use, or was derived from or through a person who owed a duty to the person seeking relief to maintain its secrecy or limit its use;
 - (c) Before a material change of their position, knew or had reason to know that it was a trade secret and that knowledge of it had been acquired by accident or mistake.

In addition; idle gossip, or dissemination of confidential information within the company, such as personal information; financial information, etc. shall subject the responsible employee to disciplinary action or possible termination.

4.2.5 Bribes, Kickbacks and Illegal Payments

Bribes, kickbacks, and other illegal payments to or from any individual with which we conduct business (in any form and for any purpose) are prohibited. Certain types of rebates to the company from suppliers (but not to or from an individual employee) are legitimate to correct commercial inequity if done within government trade regulations.

4.2.6 Patents and Copyrights

Any patent or copyright developed by an employee of Lincoln Center Manufacturing, LLC. is property of the company. Any information pertaining to such patent or copyright must remain on company premises. An employee sharing any internal information relating to the company must have prior approval of management to do so.

If an employee attends conferences, publishes information, or passes on any company related information to third parties which he or she attained, accumulated or learned on the job, any monetary compensation awarded to the employee in relation to this form of information sharing is property of Lincoln Center Manufacturing, LLC..

An employee willing to use his/her own time to work on projects related to the company or the industry the company is part of, must have prior approval of management. Projects not related to the company are at the employee's discretion and may not interfere in any way with the employees work. All related activities must take place on the employee's own time and not on Lincoln Center Manufacturing, LLC.'s premises.

Any violation of these policies can lead to the immediate termination of employment and might have legal consequences. (See also Section 4.2.4)

4.3 Misconduct

It is the policy of Lincoln Center Manufacturing, LLC. to expect all employees to abide by certain work rules of general conduct and performance at all times. Management, supervisors, and all employees are expected to monitor and enforce these work rules equally.

Generally, there are four types of transgressions, but not limited to, that constitute misconduct:

1. Excessive absenteeism and tardiness.
2. Policy and procedure violations.
3. Substandard performance.
4. Behavior and conduct infractions.

These transgressions can occur simultaneously and then be written up individually or grouped together on one report. For disciplinary purposes, misconduct offenses will be viewed and taken into account on a rolling twelve month basis. The disciplinary action taken is a result of the severity and frequency of the offense(s) during the previous twelve month period.

As it is impossible to list all the forms of behavior that are considered unacceptable in the workplace, the following are only a few examples of infractions that may result in disciplinary action or termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs (including marijuana even if under a valid prescription)
- Possession, distribution, sale, transfer, or use of alcohol, illegal drugs or illegal drug paraphernalia (including marijuana even if under a valid prescription) in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice

- Violation of personnel policies
- Unsatisfactory performance or conduct

For a more detailed listing of employee conduct and work rules, please refer to page 31-32. Each employee is responsible for learning and following the aforementioned rules.

Notations shall be made in the employee’s file recording any offense committed. Management reserves the right to terminate or discipline any employee in individual circumstances at any time, with or without cause, and with or without advance notice.

4.3.1 Rules of Conduct & Shop Rules

PURPOSE

These Rules of Conduct and Shop Rules are issued to provide guidelines for personnel actions and to help employees understand what is expected of them. These rules may be changed by the company whenever needed. If you have any questions about any rules, please ask your supervisor or contact Lincoln Center Manufacturing, LLC. officer.

SOLICITATION AND DISTRIBUTION

Distribution of printed material or solicitation for any purpose by non-employees on company premises is not permitted at any time. Any visitor engaging in solicitation or distribution will be required to leave the company premises immediately.

Solicitation by employees or the collection of contributions for any purpose (civic, charitable, political, etc.) is not permitted during working time. Working time includes either the working time of the employee doing the soliciting or the employee being solicited.

Distribution of literature, petitions of printed matter of any kind by employees is not permitted in working areas at any time.

SHOP RULES

GROUP “A”

The following rules in Group A may have penalties normally applied in the following manner:

1 st Offense.....	Verbal Warning
2 nd Offense.....	Written Warning
3 rd Offense.....	Three Day Suspension
4 th Offense.....	Subject to Discharge

1. Failure to properly perform work to the company standards of quality and/or quantity.
2. Creating or contributing to unsatisfactory conditions because of uncleanliness or carelessness, throwing refuse or trash on floors.
3. The improper use and/or care of company equipment, tools, materials, etc. (such as mishandling respirators, not properly cleaning paint equipment, using pipe or tubing to pry instead of pry bars, etc.)
4. Unauthorized use of company equipment (i.e., phones, copy machines, etc.)
5. Reporting late to your workstation or leaving your work area early or leaving your work area without permission.
6. Failure to observe plant safety rules or common safety practices (not wearing safety glasses, ear protection, welding helmets, welding sleeves, aprons, or gloves, careless operation of company vehicles, etc.)
7. Failure to work scheduled overtime.
8. Failure to report in or report out.
9. Repeated failure to properly complete the daily time report.

GROUP “B”

The following group of rules may have penalties applied in the following manner:

1 st Offense.....	Written Warning
2 nd Offense.....	Five Day Suspension
3 rd Offense.....	Subject to Discharge

1. Engaging in horseplay, loafing, loitering or causing disruption during work hours.
2. Posting (or removal) of notices, signs, literature, petitions, written or printed matter, without the specific authority of management.
3. The making of false, vicious or malicious statements concerning any employee, supervisor, the company or its products.
4. Failure to immediately report any accident or personal injury.
5. Negligent, careless or sloppy workmanship.
6. Retaining company tools in personal toolboxes without specific company authorization.
7. Wage garnishment from the second creditor within a twelve month period.

GROUP “C”

The following group of rules may have penalties applied in the following manner:

1 st Offense.....	Subject to Discharge
------------------------------	----------------------

1. Dishonesty, misrepresentation, or failure to supply pertinent facts with regard to employment or falsification of any company record.
2. Willful or intentional disrespect or disobedience to supervisors; threatening, intimidating, or coercing other employees or supervisors at any time.
3. Willful or negligent destruction of company property.
4. Sleeping during work hours.
5. Bringing or consuming alcohol, hallucinogens, narcotics, or dangerous drugs while on company property or being on company property under the influence of alcohol, hallucinogens, narcotics, or dangerous drugs.
6. Gambling with cards, dice, etc.; selling lottery tickets or other games of chance on company premises.
7. Physical violence or fighting while on company premises.
8. Removing – without proper authorization – property belonging to the company, other employees, or property located on the company premises.
9. Refusal or failure to perform a job assignment or follow instructions of supervisors which do not endanger life or limb of the employee.
10. Knowingly restricting or hampering production.
11. Marking another employee’s time card or allowing your time card to be marked by another employee, turning in false records, etc.
12. Failure to cooperate with company directives issued by management in the performance of their duties.
13. Unauthorized possession or use of weapons, firearms or fireworks on company premises.
14. Immoral conduct or indecency.
15. Entering company premises other than during working hours without authorization. Leaving the plant without permission during working hours.

The Company strives to follow these disciplinary schedules in most instances, however any violation, of any kind or category may lead to discipline that is in excess of what is prescribed herein, for the first offense. In the case of what we feel is a serious violation, an employee may be immediately dismissed from employment without having received any prior warnings. We may utilize verbal or written warnings, or even suspensions

without pay, as disciplinary measures. The degree of corrective action taken will be determined by how we view the seriousness of the incident(s) and the surrounding circumstances.

4.3.2 Misconduct Investigations

Lincoln Center Manufacturing, LLC. may be required to investigate suspected employee misconduct. Investigations may be conducted by outside investigators, management or law enforcement personnel. All employees are expected to assist any investigation to the best of their abilities. Depending on the circumstances and severity of the alleged misconduct, an employee may be placed on unpaid leave during an investigation.

4.4 Appearance & Belongings

Employees are expected to use their good judgment and common sense in presenting themselves as “appropriate” for their positions. Clothing, hairstyle, or personal hygiene should not pose a safety hazard or create an unacceptable appearance.

Personal appearance, proper hygiene, and appropriate attire are important to the work environment. Clients may gauge the quality of the company by the attention Lincoln Center Manufacturing, LLC.’s employees’ show to their personal appearance and attire. Employees are expected to report to work wearing clean clothing appropriate to their position.

4.4.1 Alcohol and Drugs

Consumption of, possession of, or being under the influence of alcohol or illegal drugs on company property, in the office, or in company vehicles is strictly prohibited. Violation of this policy is cause for immediate termination of employment. For the purposes of this policy, medical marijuana is considered an illegal drug, even if the employee has a valid prescription.

Employees should notify the Company of any prescription medication or any other medication they are taking that contains a warning relating to working or operating heavy machinery while on the medication. Employees may be required to provide written documentation from a doctor indicating they can safely perform their job duties while on the medication before being permitted to work while on prescription medication.

The company reserves the right to have employees tested, screened and/or searched on company property for drug and alcohol use, as it deems necessary. The company further reserves the right to search belongings (including but not limited to bags, purses, lunch kits) or vehicles located on company premises at any time and without prior approval/consent of any employee.

4.4.2 Smoking Policy

Smoking is prohibited in all areas inside the building. Smoking outside the building is only permitted in designated areas. Areas where smoking is permitted will be clearly marked. If you cannot find the designated smoking area contact your supervisor.

4.5 Equipment & Facilities

All employees should be concerned with the care and safe use of company-owned equipment and facilities. Good housekeeping is expected from everyone.

4.5.1 Parking

An adequate parking area is provided for employees. Employees may park in any space that is not marked reserved. Please cooperate by not blocking any gate, driveway, or the dock of the shipping and receiving area. The company assumes no responsibility for employee’s vehicles or their contents while on company property.

4.5.2 Telephone Use

Company telephones are important to our everyday operation and are provided to facilitate official company business. Employees should restrict their personal telephone calls to emergency matters only. **Personal cell phone use is not permitted on the shop floor in any department.**

4.5.3 Motor Vehicle and Workplace Equipment Operation

Employees authorized to drive a company vehicle are completely responsible for fines resulting from traffic violations. Only Lincoln Center Manufacturing, LLC. employees are authorized to ride in or operate a company vehicle. Any changes to your driving record must be reported to Human Resources in a timely manner. Absent expressed authorization from management no employee is permitted to carry a weapon in a Company vehicle, regardless of that employee's licenses or qualifications to carry a weapon.

4.5.4 Company Tools

The company shall furnish all necessary tools and equipment to complete job assignments. Each employee is reminded that all items purchased by the company remain the property of Lincoln Center Manufacturing, LLC. and represent a very valuable asset of the company.

It is the responsibility of the employee, to whom tools and equipment are assigned, to maintain and safeguard these assets as if they were their personal property. Please notify the supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair as it is important to get fixed right away. When leaving a work area, it is recommended that all tools that cannot be secured in locked storage be removed from the work area. All company property must be returned upon separation of employment. Any value of unreturned property will be deducted from the employees' final paycheck.

Any tools brought in by employees need to be documented on the Personal Property Declaration Form and submitted to Human Resources and it is the employee's responsibility to update the form accordingly. This sheet will be checked off when employment is terminated by either party.

4.5.5 Security

All doors, files, desks, gates, and any other equipment with locks must be kept locked securely when not in direct use and at each day's end. Locks should be checked regularly. Company vehicles should be kept locked at all times. Lost keys must be reported to the office immediately. Any concerns about security should be directed to Human Resources.

4.5.6 Bulletin Board

The company maintains a bulletin board to keep employees informed of current items of general interest. Employees should check the bulletin board regularly. Posting and removal of notices must have the approval of management.

Section 5 - Confidentiality and Assignment Agreement

CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

This Agreement is made and entered into by and between Lincoln Center Manufacturing, LLC., Inc., an Ohio Corporation having an address of 2896 OH-61 Fulton, OH 43334 (hereinafter “Lincoln Center Manufacturing, LLC.”), and _____ (hereinafter “Employee”).

WHEREAS, Lincoln Center Manufacturing, LLC. is in the business of vacuum trucks and restaurant equipment; WHEREAS, Employee is an agent/representative or otherwise receives compensation in any way from Lincoln Center Manufacturing, LLC.;

WHEREAS, Lincoln Center Manufacturing, LLC. desires to retain the services of Employee to perform certain research, testing, engineering, product development or other services for Lincoln Center Manufacturing, LLC. (hereinafter the “Services”), provided that Employee agrees to maintain all information obtained from secret information of Lincoln Center Manufacturing, LLC. and provided that any inventions, processes, reports, and other proprietary materials or information developed in whole or in part by Employee during the course of performing the Services, or otherwise derived from the confidential information of Lincoln Center Manufacturing, LLC., shall be owned exclusively by Lincoln Center Manufacturing, LLC.; and

WHEREAS, Employee desires to provide the Services on the basis of such terms and conditions.

NOW THEREFORE; in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

1. Confidential Information. “Confidential Information” shall include any and all information or materials disclosed or made accessible by Lincoln Center Manufacturing, LLC. or its representatives to Employee relating to its business including, but not limited to, inventions, concepts, designs, processes, specifications, schematics, equipment, processing techniques, technical information, drawings, diagrams, software (including source code), hardware, control systems, research, test results, plant layout, feasibility studies, procedures or standards, know-how, manuals, patent information, the identity of or information concerning current and prospective customers, suppliers, consultants, licensors, licensees, contractors, subcontractors and/or other agents, financial and sales information, current or planned commercial activities, business strategies, records, marketing plans, or other information relating to its business activities or operations and those of its affiliates, customers, suppliers, consultants, licensors, contractors, subcontractors, agents and/or any others to whom Lincoln Center Manufacturing, LLC. owes a duty of confidentiality, except to the extent such information (i) is or becomes generally available to and/or known by the public through no fault of Employee, or (ii) is or becomes generally available to Employee on a non-confidential basis from a source other than Lincoln Center Manufacturing, LLC. or its representatives, provided that such source was not known to Employee to be bound by a confidentiality agreement with Lincoln Center Manufacturing, LLC., or (iii) was previously known to Employee as evidenced by their written records. Specific disclosures shall not be deemed to be within the forging exceptions merely because they are embraced by more general information within the exceptions. In addition, any combination of features disclosed shall not be deemed to be within the foregoing exceptions merely because individual features may be within the exceptions.

2. Restrictions on Exposure and Use. Employee agrees that: (i) as between the parties, all Confidential Information shall remain the exclusive property of Lincoln Center Manufacturing, LLC., and (ii) Employee shall use the Confidential Information solely in connection with providing the Services and for no other reason, and (iii) Employee shall limit

his/her disclosure of Confidential Information to those of its employees with a “need-to-know” such information for the purpose of providing the Services and shall not disclose the Confidential Information (in whole or in part) to any other party, and will retain records of the persons to whom Confidential Information has been provided, and will provide such record for review by Lincoln Center Manufacturing, LLC. on its request, and (iv) Employee shall ensure that any employees to whom the Confidential Information is disclosed are obligated in writing to abide by confidentiality and non-use restrictions at least as stringent as those set forth in this Agreement, and (v) Employee shall protect the Confidential Information of Lincoln Center Manufacturing, LLC. to the same extent Employee protects his/her own like trade secrets and confidential information, but in no event less than commercially reasonable care.

3. Employee acknowledges and agrees that as between the Employee and Lincoln Center Manufacturing, LLC., Lincoln Center Manufacturing, LLC. shall exclusively own all right title and interest in and to any inventions, concepts, designs, processes, specifications, schematics, equipment processing techniques, technical information, drawings, diagrams, software (including source code), hardware, control systems, research, test results, plant layout, feasibility studies, procedures or standards, know-how, manuals conceived or developed by Employee in connection with and/or during the performance of the Services, or otherwise derived from the Confidential Information, including any and all patent, copyright trade secret or other proprietary rights in the same (hereinafter the “Proprietary Rights”). Employee hereby assigns and agrees to assign in the future any and all right, title and interest in and to the Proprietary Rights to Lincoln Center Manufacturing, LLC.. The Proprietary Rights shall be considered Confidential Information of Lincoln Center Manufacturing, LLC. subject to the confidentiality and non-use provisions of this Agreement. Employee agrees to execute any assignments or other documents needed in the future to vest full ownership of the Proprietary Rights in Lincoln Center Manufacturing, LLC. and to secure any U.S. or foreign patents, registrations or protections for the same. Employee further agrees to assure that any employees or agents having access to the Confidential Information or assisting in providing the Services shall be obligated in writing to assign all rights in the Proprietary Rights to Employee such that the same can be assigned from Employee to Lincoln Center Manufacturing, LLC.. Employee agrees to assist Lincoln Center Manufacturing, LLC. in pursuing patent protection on any inventions conceived or developed in whole or in part by Employee including (1) providing needed information and insight respecting the invention and any known prior art, and (2) signing the necessary declaration of inventor-ship, but Employee shall not be obligated to pay any expenses associated with such patent protection.

4. Legally Required Disclosures. In the event Employee receives a request or is required by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process to disclose all or any part of the Confidential Information, Employee agrees to (i) immediately notify Lincoln Center Manufacturing, LLC. in writing of the existence, terms and circumstances surrounding such a request or requirement, and (ii) assist Lincoln Center Manufacturing, LLC. in seeking a protective order or other appropriate remedy satisfactory to Lincoln Center Manufacturing, LLC. (at the expense of Lincoln Center Manufacturing, LLC.). In the event that such protective order or other remedy is not obtained (or that Lincoln Center Manufacturing, LLC. waives compliance with the provisions hereof), (i) Employee may disclose that portion of the Confidential Information which it is legally required to disclose, and (ii) Employee shall exercise reasonable efforts to obtain assurance that confidential treatment will be accorded the Confidential Information to be disclosed, and (iii) Employee shall give written notice to Lincoln Center Manufacturing, LLC. of the information to be so disclosed as far in advance of its disclosure as practicable.

5. Publicity. Neither party shall disclose the existence or subject matter of this Agreement without the express written consent of the other party.

6. Injunctive Relief. The parties agree that any violation of this Agreement by the Employee, its employees, or any parties to whom the Confidential Information is disclosed may be enforced by Lincoln Center Manufacturing, LLC. by obtaining injunctive or specific relief from a court of competent jurisdiction. Such relief shall be cumulative and not exclusive of any other remedies available to Lincoln Center Manufacturing, LLC. at law or in equity, including, but not limited to, damages and reasonable attorneys’ fees.

7. Return or Destruction of Confidential Information. Upon the request of Lincoln Center Manufacturing, LLC., Employee shall promptly return to Lincoln Center Manufacturing, LLC., all original and copies of Lincoln Center Manufacturing, LLC.’s Confidential Information and any materials or data containing or derived there from, including hard copy and electronic records, and will purge from all computer storage devices any image or copies of such Confidential Information, materials or data.

8. Term. The term of this Agreement shall be for the lifetime of the employee and any heirs, assigns or other individuals that may obtain any information covered under this agreement, whether by legal or illegal means. Lincoln Center

Manufacturing, LLC. may terminate this Agreement earlier without cause by providing written notice of termination. Employee's obligations of confidentiality and non-use hereunder shall apply to all disclosures of Confidential Information occurring prior to and during the term of this Agreement and as to such information, shall extend beyond the term of this Agreement as long as the information comprises Confidential Information as defined herein.

9. Reservation of Rights. Except as expressly set forth herein, nothing contained in this Agreement shall be construed as granting or conferring on one party any rights by license or otherwise in any Confidential Information disclosed hereunder. All rights to the Confidential Information are reserved by Lincoln Center Manufacturing, LLC., and all such information disclosed is and will remain the property of Lincoln Center Manufacturing, LLC..

10. Assignment. Employee may not assign, cede or transfer any of its rights or obligations under this Agreement without the express written consent of Lincoln Center Manufacturing, LLC.; except that such consent is not required to assign, cede or transfer its rights or obligations in connection with the transfer or sale of all or the majority of all of its assets or business or its merger or consolidation with another entity.

11. Notice. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and sent to the address first listed above via any commercially acceptable means including personal delivery, express mail (registered or certified), facsimile or overnight courier. Notices shall be deemed delivered upon receipt or upon attempted delivery where such delivery is refused or mail unclaimed; provided, however, that with respect to a fax, delivery shall be deemed effective four (4) business hours after transmission, with a confirmation copy sent via overnight mail.

12. Severability. If any one or more of the provisions of this Agreement should for any reason be held by any court of authority having jurisdiction over this Agreement or either of the parties hereto to be invalid, illegal or unenforceable, such provision or provisions shall be reformed to approximate as nearly as possible the intent of the parties, and the validity of the remaining provisions shall not be affected, and to this end the provisions of this Agreement are declared to be severable.

13. Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the Confidential Information and supersedes any prior or contemporaneous communications, negotiations, agreements, understandings, or representations. This Agreement shall not be modified or amended except pursuant to written instrument executed by both parties.

14. Governing Law. This Agreement and any dispute arising under or in connection with this Agreement, including any action in tort, will be governed and construed by the laws of the State of Ohio, United States of America, without regard to any conflict of laws principles which may direct the application of laws of any other jurisdiction.

15. Waiver. No waiver by Lincoln Center Manufacturing, LLC. of any provision hereof shall be effective except by written instrument executed by Lincoln Center Manufacturing, LLC..

16. Counterparts. This Agreement may be executed in multiple counterparts, by original or facsimile signature, each of which shall be deemed an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below, the Agreement being effective as of the last date of signature:

Employee's Signature: _____

Date: _____

Section 6

Employee Forms

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

Read and Sign Immediately and Return to Human Resources

I understand and agree that:

The statements contained in the Employee Handbook are intended to serve as general information concerning Lincoln Center Manufacturing, LLC. and its subsidiaries with respect to its existing policies, procedures, practices of employment, and employee benefits and are not in any way intended to create, nor shall be construed as creating, an expressed or implied contract or guarantee of employment for a definite or indefinite term. I understand that Lincoln Center Manufacturing, LLC. is an “at will” employer and as such employment may be terminated by either the company or employee without cause or notice.

From time to time Lincoln Center Manufacturing, LLC. may need to clarify, amend and/or supplement the information contained in the Employee Handbook and the company shall inform me when changes occur.

I have received a copy of Lincoln Center Manufacturing, LLC.’s Employee Handbook, have read and understand the information outlined in the handbook, including, but not limited to the Sexual Harassment Policies, Safety Rules and Procedures, and the Attendance Policy. I have asked any questions I may have concerning its contents and will comply with all policies and procedures to the best of my ability.

I have been told that the Company has a workplace harassment policy, which is contained in this Handbook, and that the Company will not tolerate harassment in the workplace. I understand that I am to immediately report any harassment that occurs at work, and that the Company will not permit any retaliation because a complaint was made.

I understand I may retain this copy of the booklet in my possession while the company employs me, or until its return is requested. I will not reveal the contents of this booklet to anybody outside Lincoln Center Manufacturing, LLC. without express permission of the President.

My employer has also informed me of my rights under the OSHA Act of 1970 and has given me a copy of the rules and regulations which are applicable to me on my job and as an employee in this plant.

I have also read and understand Lincoln Center Manufacturing, LLC.’s Rules of Conduct and Shop Rules, Safety & Health Compliance Requirements, Sexual/Workplace Harassment Statement, and Attendance Policy. I understand and realize that my compliance with such rules and regulations is a condition of my employment and that my failure to comply may result in disciplinary action up to and including termination.

I understand and agree that I must utilize the procedure set forth in the Handbook for any question regarding involuntary termination of my employment with the Company. If hired and in consideration of the Company agreement to hire me, I further agree that, except for a wage-hour claim, any claim or lawsuit relating to my employment with the Company must be filed no more than six months after the date of the employment action that is the subject of the claim or lawsuit. I waive any statute of limitations to the contrary.

Employee's Signature: _____

Date: _____

STATEMENT OF LEGAL AND ETHICAL BUSINESS CONDUCT

Read and Sign Immediately and Return to Human Resources.

I have read and understand the section from the Employee Handbook titled "Conflict of Interests". The following questions are answered completely and honestly in accordance to my full knowledge.

Within the intent and meaning of the section titled "Conflicts of Interest", please answer the following questions with "Yes" or "No" if not otherwise indicated:

1) Have you read and fully understood the section from the Employee Handbook titled "Conflicts of Interest"?

2) Are you a stockholder or do you hold a financial interest in any way in:

- A competing company? _____
- A supplier of goods or services or other principal dealings with Lincoln Center Manufacturing, LLC.?

• A customer of Lincoln Center Manufacturing, LLC. or in any business venture with a customer concern that you have access to privileged information by reason of your position in Lincoln Center Manufacturing, LLC.?

3) Are you a director of any business operated for profit? _____

(If "Yes", please list the names of the companies.)

4) Are there circumstances or any other matters involving you or any family members which create a conflict of interest or the appearance of a conflict of interest? (If "Yes", please explain.) _____

If, in the future, any situation involving a possible conflict of interest should arise, I shall notify my immediate supervisor before taking any action, which, without the required approval from management, might be incompatible with the outlined policy in the Employee Handbook under the Section "Conflicts of Interest".

As an employee of Lincoln Center Manufacturing, LLC., I will honor to the full extent all rules and regulations discussed in the Employee Handbook, Section "Conflict of Interest" with regard to policies in relation to Patents and Copyrights. I acknowledge that any violation of these policies can lead to immediate termination of my employment at the company.

Employee's Signature: _____

Date: _____

DRUG-FREE WORKPLACE POLICY EMPLOYEE ACKNOWLEDGEMENT

Read and Sign Immediately

This is a formal notice of Lincoln Center Manufacturing, LLC.'s intent to take disciplinary action, up to and including termination of employment, against any employee who violates Lincoln Center Manufacturing, LLC.'s Drug-Free Workplace Policy.

Lincoln Center Manufacturing, LLC.'s Drug-Free Workplace Policy prohibits the use, sale, distribution, manufacture or possession of all controlled substances as listed in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

Company policy also prohibits the performance of work or presence at any company building, facility, equipment or work area/site while under the influence of a controlled substance.

Lincoln Center Manufacturing, LLC. reserves the right to deduct the cost of the drug screening from the employee's final paycheck if the employee is terminated or decides to leave the company for any reason during the 90-day probationary period. I also agree that the Company may deduct from my pay any costs related to any tools I damage while employed or Company property I fail to return to the Company upon termination.

I understand and agree that:

I have received a copy of Lincoln Center Manufacturing, LLC.'s Drug- Free Workplace Policy.

I have carefully and thoroughly read Lincoln Center Manufacturing, LLC.'s Drug-Free Workplace Policy.

I understand the requirement of Lincoln Center Manufacturing, LLC.'s Drug-Free Workplace Policy and agree, without reservation, to follow this policy.

Employee's Signature: _____

Date: _____