

PORT EVERGLADES FRANCHISE APPLICATION

An application will not be deemed complete and ready for processing until all required documents and fees are received.

A separate application must be filed for each type of franchise applied for.

FRANCHISE TYPE
CHECK ONE

STEAMSHIP AGENT

STEVEDORE

CARGO HANDLER

TUGBOAT & TOWING

VESSEL BUNKERING

VESSEL OILY WASTE REMOVAL

VESSEL SANITARY WASTE WATER REMOVAL

MARINE TERMINAL SECURITY

MARINE TERMINAL SECURITY

FIREARMS CARRYING SECURITY PERSONNEL

NON-FIREARMS CARRYING SECURITY PERSONNEL

Note: Applicant is the legal entity applying for the franchise. If the Applicant is granted the franchise, it will be the named franchisee. All information contained in this application shall apply only to the Applicant, and not to any parent, affiliate, or subsidiary entities.

Applicant's

Name METRO SHORE SERVICES, LLC

(Name as it appears on the certificate of incorporation, charter, or other legal documentation as applicable, evidencing the legal formation of the Applicant)

Applicant's Business Address 3806 Worsham Avenue, Long Beach, CA 90808

Number /

Street

City/State/Zip

Phone # (305) 748-1197

E-mail address anthony.newman@metrocruiseservices.com

Fax #: (310) 816-6519

Name of the person authorized to bind the Applicant (Person's signature must appear on Page 13.)

Name ANTHONY NEWMAN

Title PRESIDENT

Business Address 3806 Worsham Avenue, Long Beach, CA 90808

Number /

Street

City/State/Zip

Phone # (305) 748-1197

E-mail address anthony.newman@metrocruiseservices.com

Fax #: (305) 816-6519

Provide the Name and Contact Information of Applicant's Representative to whom questions about this application are to be directed (if different from the person authorized to bind the Applicant):

Representative's Name Same as above

Representative's Title _____

Representative's Business Address _____

Number /

Street

City/State/Zip

Representative's Phone # () _____

Representative's E-mail address _____

@

Representative's Fax # () _____

PLEASE COMPLETE THIS APPLICATION AND LABEL ALL REQUIRED BACKUP DOCUMENTATION TO CLEARLY IDENTIFY THE SECTION OF THE APPLICATION TO WHICH THE DOCUMENTATION APPLIES (I.E., SECTION A, B, C, etc.).

Section A

1. List the name(s) of Applicant's officers, including, CEO, COO, CFO, director(s), member(s), partner(s), shareholder(s), principal(s), employee(s), agents, and local representative(s) active in the management of the Applicant.

Officers:

Title President
First Name Anthony Middle Name Rochford
Last Name Newman
Business Street Address 3806 Worsham Avenue
City, State, Zip Code Long Beach, CA 90808
Phone Number (310) 816-6500 Fax Number (310) 816-6519
Email Address anthony.newman @ metrocruiiseservices.com .

Title CFO
First Name John Middle Name _____
Last Name Hampton
Business Street Address 3806 Worsham Avenue
City, State, Zip Code Long Beach, CA 90808
Phone Number (310) 816-6500 Fax Number (310) 816-6519
Email Address john.hampton @ metroports.com .

Title _____
First Name _____ Middle Name _____
Last Name _____
Business Street Address _____
City, State, Zip Code _____
Phone Number () _____ Fax Number () _____
Email Address _____ @ _____ .

Title _____
First Name _____ Middle Name _____
Last Name _____
Business Street Address _____
City, State, Zip Code _____
Phone Number () _____ Fax Number () _____
Email Address _____ @ _____ .

Attach additional sheets if necessary.

2. RESUMES: Provide a resume for each officer, director, member, partner, shareholder, principal, employee, agent, and local representative(s) active in the management of the Applicant, as listed above. REFER TO ATTACHED RESUMES

SECTION A-2 - RESUMES

Anthony Newman - President

Anthony joined Metro Cruise Services in January 2019. Educated in the United Kingdom, Anthony is a Fellow of the Association of Chartered Certified Accountants with a B.S. in Economics. Over the past twelve years he has served in senior leadership positions (VP and above) at cruise line suppliers including Medov Logistics Group in Florida and Intercruises Shore Side and Port Services in the U.S. and Spain. Previously Anthony worked in the M&A departments of TUI Travel PLC and KPMG in the UK where he executed a number of domestic and international transactions.

John Hampton - CFO

John joined Metropolitan Stevedore Company ("Metropolitan") in 1992, overseeing and facilitating the movement of Chilean fruit through at the Port of San Diego. In 1997 John relocated to the corporate office and has held various positions within the organization. Assuming the role as Senior Vice President and Chief Financial Officer in July of 2003, John is responsible for the overall financial management and stability of Nautilus International Holding Corporation and its Subsidiaries (one of which is Metro Cruise Services LLC). John received his Masters of Business Administration Degree from Pepperdine University.

Section B

1. Place checkmark to describe the Applicant:
() Sole Proprietorship () Corporation () Partnership () Joint Venture (X) Limited Liability Company
2. Provide copies of the documents filed at the time the Applicant was formed including Articles of Incorporation (if a corporation); Articles of Organization (if an LLC); or Certificate of Limited Partnership or Limited Liability Limited Partnership (if a partnership). If the Applicant was not formed in the State of Florida, provide a copy of the documents demonstrating that the Applicant is authorized to conduct business in the State of Florida.
Refer to attached MSS Articles of Incorporation; Secretary of State Statement of Information; Sunbiz.Org - Detail, and MSS_2021 FOREIGN LLC ANNUAL REPORT


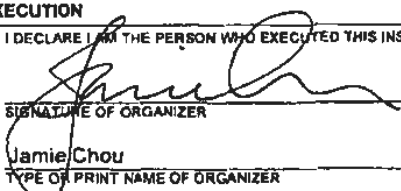
Section C

1. Has there been any change in the ownership of the Applicant within the last five (5) years? (e.g., any transfer of interest to another party)
Yes ___ No X If "Yes," please provide details in the space provided. Attach additional sheets if necessary.
2. Has there been any name change of the Applicant or has the Applicant operated under a different name within the last five (5) years?
Yes ___ No X If "Yes," please provide details in the space provided, including: Prior name(s) and Date of name change(s) filed with the State of Florida's Division of Corporations or other applicable state agency. Attach additional sheets if necessary.
3. Has there been any change in the officers, directors, executives, partners, shareholders, or members of the Applicant within the past five (5) years?
Yes X No ___ If "Yes," please provide details in the space provided, including:
Prior officers, directors, executives, partners, shareholders, members
Name(s) Stefano Borzone, President
New officers, directors, executives, partners, shareholders, members
Name(s) Anthony Newman, President
Also supply documentation evidencing the changes including resolution or minutes appointing new officers, list of new principals with titles and contact information, and effective date of changes. Attach additional sheets if necessary.


Section D

Provide copies of all fictitious name registrations filed by the Applicant with the State of Florida's Division of Corporations or other State agencies. If none, indicate "None" NONE.

Section B.2_MSS_Sec of Sate Statement of Info

 <p style="text-align: center;">State of California Secretary of State</p> <p style="text-align: center;">LIMITED LIABILITY COMPANY ARTICLES OF ORGANIZATION</p> <p style="text-align: center; font-size: small;">A \$70.00 filing fee must accompany this form.</p> <p style="text-align: center; font-weight: bold; font-size: small;">IMPORTANT - Read instructions before completing this form.</p>	<p style="text-align: right; font-weight: bold; font-size: large;">File # 200527810215</p> <p style="text-align: center; font-weight: bold; font-size: x-large; margin-top: 20px;">FILED</p> <p style="text-align: center; font-size: small;">In the office of the Secretary of State of the State of California</p> <p style="text-align: center; font-weight: bold; font-size: large; margin-top: 10px;">OCT 04 2005</p> <p style="text-align: center; font-size: x-small; margin-top: 10px;">This Space For Filing Use Only</p>									
<p>ENTITY NAME (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")</p>										
<p>1. NAME OF LIMITED LIABILITY COMPANY Metro Shore Services LLC</p>										
<p>PURPOSE (The following statement is required by statute and may not be altered.)</p>										
<p>2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.</p>										
<p>INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and item 3 must be completed (leave item 4 blank).)</p>										
<p>3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS James Callahan</p>										
<p>4. IF AN INDIVIDUAL ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">CITY</td> <td style="width: 10%; border: none;">STATE</td> <td style="width: 40%; border: none;">ZIP CODE</td> </tr> <tr> <td style="border: none;">720 East "E" Street</td> <td style="border: none;">CA</td> <td style="border: none;">90744</td> </tr> <tr> <td style="border: none; text-align: center;">Wilmington,</td> <td colspan="2" style="border: none;"></td> </tr> </table>		CITY	STATE	ZIP CODE	720 East "E" Street	CA	90744	Wilmington,		
CITY	STATE	ZIP CODE								
720 East "E" Street	CA	90744								
Wilmington,										
<p>MANAGEMENT (Check only one)</p>										
<p>5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY:</p> <p><input checked="" type="checkbox"/> ONE MANAGER</p> <p><input type="checkbox"/> MORE THAN ONE MANAGER</p> <p><input type="checkbox"/> ALL LIMITED LIABILITY COMPANY MEMBER(S)</p>										
<p>ADDITIONAL INFORMATION</p>										
<p>6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.</p>										
<p>EXECUTION</p>										
<p>7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.</p>										
<p> SIGNATURE OF ORGANIZER</p> <p>Jamie Chou TYPE OR PRINT NAME OF ORGANIZER</p>	<p>October 3, 2005 DATE</p>									
<p>RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned.)</p>										
<p>8. NAME Jamie Chou</p> <p>FIRM Cooper, White & Cooper LLP</p> <p>ADDRESS 201 California Street, 17th Floor</p> <p>CITY/STATE/ZIP San Francisco, CA 94111</p>										
<p>LLC-1 (REV 03/2005) APPROVED BY SECRETARY OF STATE</p>										

Section 5.2a_MSS_Secretary of State Statement of Information

 <p>Secretary of State Statement of Information (Limited Liability Company)</p>	LLC-12
	<p>IMPORTANT — Read instructions before completing this form.</p> <p>Filing Fee – \$20.00</p> <p>Copy Fees – First page \$1.00; each attachment page \$0.50; Certification Fee - \$5.00 plus copy fees</p>

19-D43875

FILED

In the office of the Secretary of State
of the State of California

SEP 10, 2019

This Space For Office Use Only

<p>1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)</p> <p>METRO SHORE SERVICES LLC</p>	
<p>2. 12-Digit Secretary of State File Number</p> <p>200527810215</p>	<p>3. State, Foreign Country or Place of Organization (only if formed outside of California)</p> <p>CALIFORNIA</p>

4. Business Addresses			
a. Street Address of Principal Office - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
3806 Worsham Avenue	Long Beach	CA	90808
b. Mailing Address of LLC, if different than Item 4a	City (no abbreviations)	State	Zip Code
3806 Worsham Avenue	Long Beach	CA	90808
c. Street Address of California Office, if item 4a is not in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
3806 Worsham Avenue	Long Beach	CA	90808

5. Manager(s) or Member(s) If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual - Do not complete Item 5b	Middle Name	Last Name	Suffix
b. Entity Name - Do not complete Item 5a			
Nautilus Management Services, Inc.			
c. Address	City (no abbreviations)	State	Zip Code
3806 Worsham Avenue	Long Beach	CA	90808

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL - Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box			
City (no abbreviations)			
State			
CA			
Zip Code			
90808			

CORPORATION - Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete item 6a or 6b
C T CORPORATION SYSTEM (C0168406)

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company
Services to cruise ships

B. Chief Executive Officer, if elected or appointed

a. First Name	Middle Name	Last Name	Suffix
b. Address			
City (no abbreviations)			
State			
CA			
Zip Code			
90808			

9. The information contained herein, including any attachments, is true and correct.

09/10/2019	Kelly Lettmann	Power of Attorney
Date	Type or Print Name of Person Completing the Form	Title
		Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name: []

Company:

Address:

City/State/Zip: []



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
METRO SHORE SERVICES LLC

Filing Information

Document Number M1000000471
FEI/EIN Number 20-3603228
Date Filed 02/02/2010
State CA
Status ACTIVE

Principal Address

3806 Worsham Avenue
Long Beach, CA 90808

Changed: 04/02/2021

Mailing Address

3806 Worsham Avenue
Long Beach, CA 90808

Changed: 04/02/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 04/18/2011

Address Changed: 04/18/2011

Authorized Person(s) Detail

Name & Address

Title Manager

Nautilus Management Services, Inc.
3806 Worsham Avenue
Long Beach, CA 90808

Annual Reports

Report Year	Filed Date
-------------	------------

4/5/2021

Detail by Entity Name

2019	03/19/2019
2020	05/29/2020
2021	04/02/2021

Document Images

04/02/2021 -- ANNUAL REPORT	View image in PDF format
05/29/2020 -- ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
04/03/2018 -- ANNUAL REPORT	View image in PDF format
04/13/2017 -- ANNUAL REPORT	View image in PDF format
04/06/2016 -- ANNUAL REPORT	View image in PDF format
04/23/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
01/04/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
04/18/2011 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2010 -- Foreign Limited	View image in PDF format



SECURITY_2021 FOREIGN LLC ANNUAL REPORT_4.2.2021
2021 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M10000000471

Entity Name: METRO SHORE SERVICES LLC

Current Principal Place of Business:

3806 WORSHAM AVENUE
LONG BEACH, CA 90808

Current Mailing Address:

3806 WORSHAM AVENUE
LONG BEACH, CA 90808 US

FEI Number: 20-3603228

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title MANAGER
Name NAUTILUS MANAGEMENT SERVICES,
 INC.
Address 3806 WORSHAM AVENUE
City-State-Zip: LONG BEACH CA 90808

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: NAUTILUS MANAGEMENT SERVICES, INC.

MANAGER

04/02/2021

_____ Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

Section E

1. Has the Applicant acquired another business entity within the last five (5) years?
Yes ___ No X If "Yes," please provide the full legal name of any business entity which the Applicant acquired during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" NONE.

2. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the acquired firm's officers, managers, employees and/or the acquired firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary. **NOT APPLICABLE**

3. Has the Applicant been acquired by another business entity within the last five (5) years?
Yes ___ No X If "Yes," provide the full legal name of any business entity which acquired the Applicant during the last five (5) years which engaged in a similar business activity as the business activity which is the subject of this Port Everglades Franchise Application.
If none, indicate "None" NONE.

4. Indicate in the space provided the date of the acquisition and whether the acquisition was by a stock purchase or asset purchase and whether the Applicant herein is relying on the background and history of the parent firm's officers, managers, employees and/or the parent firm's business reputation in the industry to describe the Applicant's experience or previous business history. Attach additional sheets if necessary. **NOT APPLICABLE**

Section F

Provide the Applicant's previous business history, including length of time in the same or similar business activities as planned at Port Everglades. **REFER TO ATTACHED INFORMATION**

Section G

1. Provide a list of the Applicant's current managerial employees, including supervisors, superintendents, and forepersons. **REFER TO ATTACHED INFORMATION**

2. List the previous work history/experience of the Applicant's current managerial employees, including their active involvement in seaports and length of time in the same or similar business activities as planned at Port Everglades. **REFER TO ATTACHED INFORMATION**

Section F_Business History

**Metro Shore Services, LLC. – Port Everglades Steamship Agent Renewal
Application**

Section F

Since 2005, Metro Shore Services, LLC. (MSS) has been providing comprehensive cruise agency and ground handling services in many U.S. ports, in support of clients such as Princess Cruises, Cunard Line, Crystal Cruises, Norwegian Cruise Line, Disney Cruise Line, Oceania Cruises, Regent Seven Seas and Silversea Cruises.

MSS currently operates in the following cruise ports:

- Port Everglades / Ft. Lauderdale, FL
- Galveston, Texas
- Long Beach, California
- Los Angeles, CA
- San Diego, CA
- San Francisco, CA
- Seattle, WA

Section G - Current Managers and Supervisors

1. Sabrina Edwards, Director of Operations – Ground Services, resume attached.
2. Kevin Wong, Regional Manager – Agency Services, resume attached.
3. Amy Nelson, Regional Manager – Agency Services, resume attached.
4. Paul Ramirez, Ground Services Manager, resume attached.

SABRINA EDWARDS

Contact

Address:
Available on request.

Phone:
+1 (954) 253-7780

Email:
Sabrina.Edwards03@gmail.
com

Languages
English - Fluent
Spanish – Conversational

Education
Associates of Arts:
Communication
(Incomplete)
Florida Atlantic University,
FL

References
Available upon request.

Summary

Ground handling and cruise industry professional with 16 plus years of experience working with cruise lines and transportation companies. Driven to excel and enjoys challenges. Have had great success with developing and motivating teams to create a positive work environment across multiple ports along the east coast of the US.

Skill Highlights

- Positive Leadership
- Great Interpersonal skills / communication
- Service-focused
- Complex problem solver
- Attention to detail and adaptability
- Training & Development Focused
- Multi-Site Team Management
- Transportation Coordination
- Commercial Awareness
- Microsoft Office & Above average computer competency

Experience

Senior Manager – August 2019 - Present
MLSBC Cruises; Miami, FL

- Oversee all aspects of operations for our main client – Carnival Cruise Lines – in Port Miami/Port Everglades and adjacent airports.
- Responsible for working alongside cruise line account manager to adhere to operational and staffing plans set forth by the cruise line.
- Ensure staffing levels are met on a consistent basis and find alternative staffing resources if needed to meet expectations.
- Ensure operational teams are completing and submitting all necessary reports in a timely manner.
- Carry out quality assurance tests to discover errors and optimize service delivery.
- Oversee office team in areas of recruitment, staffing, payroll and billing.
- Provide staffing system support for local team and work in conjunction with main office / HR to report and resolve challenges.

Regional Manager, South Florida – October 2013 – July 2019
Intercruises Shoreside & Port Services; Fort Lauderdale, FL

- Provide support to a full time team of 14 and part time work force of approximately 1200 agents from Tampa, Ft. Lauderdale, Miami occasional other ports.
- Oversee office team in areas of recruitment, staffing, payroll and related items to invoicing.

SABRINA EDWARDS

Contact

Address:

Available on request.

Phone:

+1 (954) 253-7780

Email:

Sabrina.Edwards03@gmail.com

Languages

English - Fluent

Spanish – Conversational

Education

Associates of Arts:

Communication

(Incomplete)

Florida Atlantic University,

FL

References

Available upon request.

Experience - continued

Regional Manager, South Florida – October 2013 – July 2019 (continued)

Intercruises Shoreside & Port Services; Fort Lauderdale, FL

- Work with Finance department to ensure invoicing of all regular and irregular or non-planned operations were accounted for and billed accordingly by port and client.
- Work with head office in Barcelona to test and implement new staffing systems, new payroll systems and other various in-house technology.
- Provide training to local teams for in house staffing system (IMS) and continual feedback via “wish lists” for IMS to ensure optimal usage for ports under my supervision as well as globally.
- Ensuring that Staffing Manager and area Operations Managers review and understand staffing levels, plans and transportation needs for the various operations for multiple cruise line clients.
- Ensure team is “on target” to achieving the budgeted profit amount for their operations.
- Responsible to train and support Staffing Manager to oversee scheduling & recruitment team and prompt feedback for any trends positively or negatively regarding staffing and recruitment levels.
- Work with Operations Managers in each port to develop a succession plan for each port.
- Oversee development of staff, supervisors and orientation programs.
- Ensuring yearly reviews on direct reports are completed in a timely manner.
- Travel to support various ports or implement new client technology and company systems (i.e facial recognition software, scheduling, timeclocks, etc.).
- Liaise with VP, Turnarounds North America in creating and managing budgets for each port, review monthly P&L statements for each port and take corrective action where/when required to guarantee budgeted targets are met or exceeded.
- Assist VP, Turnarounds NA in the creation of budgets and development of new business as well as looking for and developing new revenue streams in each port.
- Meet with clients to ensure that all their needs are met, and that services provided are exceeding their expectations.
- Meeting with all vendors to ensure that the equipment and services provided meets company and client expectations.
- Be aware or of or work directly with Human Resources to ensure requirements and procedures on a Federal and company level are adhered to as they pertain to the managers, staff and supervisors.
- Liaise with Port Officials and Company Health & Safety team to report any occupational hazards and take corrective actions for the team’s safety.
- Ensuring that all company Brand Standards are met and supply any necessary insurance policies to various ports or clients as requested.

SABRINA EDWARDS

Contact

Address:

Available on request.

Phone:

+1 (954) 253-7780

Email:

Sabrina.Edwards03@gmail.com

Languages

English - Fluent

Spanish – Conversational

Education

Associates of Arts:

Communication

(Incomplete)

Florida Atlantic University,

FL

References

Available upon request.

Experience - continued

Operations Manager, South Florida – October 2009 – October 2013
Intercruises Shoreside & Port Services; Fort Lauderdale, FL

- Responsible for managing the turnaround operations of all regular (MSC) and high niche cruise lines (Cunard, Regent, Seabourn) located in Port Everglades plus Costa Cruises in Miami.
- For Costa Cruise lines, 24hr a day main contact for overseas client. Responsible for transportation manifesting for three vessels and distribution of materials and manifests to FLL, MIA, PBI airports and pier.
- Responsible to work with local Port Authority, police and agencies.
- Travel to support Ops & Shore Excursions dept. in New England/Canada during May-October. Included working with finance for invoicing support.
- Port agency assistance in Port Everglades & Norfolk as needed during summer months.

Assistant Operations Manager, South Florida – August 2007 – October 2009
Destination Florida (DFL) / Intercruises Shoreside & Port Services;
Fort Lauderdale, FL

- Work with Operations Manager review and understand staffing levels, plans and transportation needs for the various Costa vessels.
- Assist Finance with invoicing for Shore Excursions in New England/Canada during May-October.

Staffing Coordinator/Pier Supervisor, Costa – January 2007 – August 2007
AlliedTPro/Kuoni; Fort Lauderdale, FL

- Work with Operations Manager review and understand staffing levels, plans and transportation needs for the various Costa vessels.
- Pier Supervisor duties similar to below previously mentioned position.

Reservations Agent – July 2006 – January 2007

Intercruises Shoreside & Port Services; Fort Lauderdale, FL

- Handle inbound calls from travel agents and direct guests to assist in booking or general info regarding cruise line.
- Service existing bookings take payments and enter travel documentation into reservation systems.

Pier Supervisor, Costa Cruise Lines – August 2007 – August 2010
Drake International; Fort Lauderdale, FL

- Turnaround day supervision of pier team of approximately 50 agents.
- Work with vessel to provide smooth operational assistance for debark and embark.
- Submission of vessel turn reports post turnaround and payroll for agents.

Agent / Lead Agent / Admin – January 2003 – August 2007

Worldwide Shore Services (WWSS)/ Holland America Line; Fort Lauderdale, FL

- Pier agent responsible for check in of guests at cruise terminal. Also provided meet & greet services at airport and pier for transportation operations.
- Assist in staffing for Costa Cruise Lines while contracted with WWSS.
- Transport manifesting for Carnival Cruise Lines guests. Sorting and printing of manifests for airport and pier teams providing meet & greet services.

Kevin Wong
Manager, Agency Services

Kevin Wong was born and raised in San Francisco, CA, and graduated with honors from the University of Utah in May 2002. His studies earned him a Bachelor's Degree of Science in Economics, with a Minor in International Finance.

His maritime career started in August of 2002 at General Steamship Corp, located in San Francisco, CA. While at General Steamship Corp, Kevin was a boarding agent for different types of vessels ranging from container vessels to bulk carriers. Kevin was also the lead agent for ship repair projects, and the San Francisco Dry Dock.

In 2003, Kevin transferred to the cruise team of General Steamship, Quay Cruise Agencies, and was a boarding agent for various cruise lines including, Celebrity, Royal Caribbean, Holland America, Crystal Cruises, Norwegian Cruise Lines and Disney Cruise Lines. While also in San Francisco Kevin represented high end Mega Yachts which berthed in San Francisco.

Kevin joined the Metro Shore Services team in October 2005 as the Agency Manager. In the 5 years of service, Kevin is successfully operating in various ports that include San Francisco, Los Angeles, San Diego, and Astoria. Kevin and his teams are currently the agents for Princess Cruise Lines, Norwegian Cruise Line, Regent, Oceania, Disney Cruise Lines, and Crystal Cruises.

Paul Ramirez

1308 East 7th Street Apt #03 Long Beach, CA. 90813
(424) 772-9385

Objective

To obtain a challenging position in which I can utilize my strengths and skills that can benefit the company with the potential of growth within.

Work History

Sept 2016 **Manager, Ground Services Metro Shore Service**
Current 3806 Worsham Ave. Long Beach CA 90806 310-816-6500

Responsible for embarkation and debarkation of cruise ship passengers. Guest check in process and general guest services. Supervised and overseen training of all staff. Managed an average daily staff of 85, five days a week. Completed time and attendance work schedules. Monitor dress code and ensure all staff are in compliance. Complete post ship paperwork including turnaround and follow up reports. Submitted billing information in a timely manner. Conducted interviews and completed the onboarding process of any new employees. React quickly to resolve unexpected situations while always keeping in mind the best interest of the client. Observe and reported operational issues to terminal management. Work closely with Terminal Manger and Port Agent to achieve success.

March 2015 **Assistant Pier Supervisor Guest Logistics, Metro Shore Services**
Sept 2016 231 Windsor Way 1st floor Long Beach, CA 90802 562-907-3334 Extension-25

The role of the Pier Supervisor is to oversee all operational aspects of the ship at the cruise ship port in Long Beach. The Pier Supervisor supervises all guest logistics agents during the disembarkation and embarkation processes as well as coordinates operations between the cruise ship. Addresses any guest questions, comments and concerns as well as resolves any guest service issues that may be present.

Jan 2014 **Guest Logistics, Carnival Cruise Line**
March 2015 231 Windsor Way 1st floor Long Beach, CA 90802 562-907-3334 Extension-25

Nov. 2010 **Cashier/Attraction Attendant, Mulligan Family Fun Center**
Dec 2013 **Chris Seaton General Manager**
1351 West Sepulveda Blvd. Torrance, CA 90501 (310)325-3950

Assist guest in purchasing attraction tickets and placing food orders. Operated several attractions including Rock Wall, Laser Tag, Go Carts, Paddle Boats, Mini Golf, and Batting Cages While always providing a safe, fun, memorable experience

April 2008 **Front End Supervisor, Department Lead, K-mart #4987**
Present **Maribel Garcia, Human Resources Manager - Naomi Person, Front-end Manager**
500 Carson Town Center Carson, CA. 90745 (310) 533-0285

Responsibilities included supervising 10-15 cashiers, ensuring all transactions were being handled quickly and correctly. Accounting for all cash currencies before and after each supervisor shift, picked up cash drops as needed, verifying of all cashier's cash drawers. Processed Western Union money orders and money transfers. Maintaining Customer Service Desk insuring that all returns, exchanges and refunds were handled promptly and correctly also handled customer comments and complaints in a timely and professional

manner while ensuring overall customer satisfaction.

Feb. 2005 Customer Service Representative, Blockbuster Inc
March 2006 Jennifer Gibson, General Manager
1900 Pacific Coast Highway #A Redondo Beach, CA 90277 (310) 316-8957

Employee Records Department
Blockbuster Inc.
120 Corporate Center Suite E
Spartanburg, SC 29303
www.theworkingnumber.com
(800) 367-5690 Code 11789

Assisted customers check in/check out. Maintained floor presence during peak periods, kept interior/exterior of the store clean and organized. Stocked products on shelves and displays as needed. Maintained an effective inventory by keeping products on display, following visual merchandise programs, and communicating sales and marketing promotions to the customer. Assisted customers in the completion and administration of new memberships. Complied with all cash handling procedures and (SOP's) standard operating procedures. Followed the direction of store management including attending meetings and training classes as required.

Dec. 1999 Assistant Manager, International Coffee Bean & Tea Leaf, LLC
Jan. 2002 Roseangela Benito, District Manager Kirsten Cole, Regional Manager
1945 South La Cienega Blvd. Los Angeles, CA 90034 (310) 237-2326 (800) 854-6252

Assisted the General Manager in managing a store of 10-15 employees. Responsibilities included opening and closing the store, creating employees weekly work schedules according to a matrix system, controlling and cutting food and waste cost as needed, maintained and ordered any and all supplies as needed twice weekly according to a P.A.R. System. Responsible for all interviewing, hiring, training, certifying, promoting and terminating employees, as necessary. Handled Human Resources issues which included completing employees new hire/transfer, bar certifications, reviews/evaluations, pay increases, disciplinary actions/terminations and employee/customer incident reports. Banking duties that included accounting for all cash currencies, daily cash deposits, daily sales worksheets, monthly inventory counts and audits. Also in charge of forecasting the stores projected spending budget monthly to prevent the store from exceeding its allowed monthly budget. Handled all employee and customer comments and complaints in a timely and professional manner to maintain a good business relationship and always ensuring overall customer satisfaction. Assisted GM in raising customer counts and average sales per customer and insured the method (product promotions, plan-o-grams, product sampling etc.) was implemented immediately with positive results while always maintaining excellent customer service/satisfaction.

Education

4 Diploma, Hawthorne High School
1998 4839 West El Segundo Blvd, Hawthorne CA 90250

Amy Nelson

C: 409-502-8261 • Email: Amymnelson@yahoo.com

Regional Manager – Gulf Coast Cruise Line Logistics

Take-charge logistics executive with 26 years experience leading logistics for major cruise companies. Develops and executes strategic plans, mission critical solutions that support cruise business and government requirements for cruise companies in highly regulated industries. Excellent integration and execution expertise specific to all aspects of operational logistics, creating new operations, accounting and retention of large teams.

- Builds, motivates and inspires top-performing logistic teams for major cruise lines.
- Brings people together and encourages contributions from all aspects of the team.
- Excellent strategic vision developing a long term operational roadmap with commitment and execution to drive the business initiatives, raising the quality of service while reducing costs.

Professional Experience

Metro Cruise Services, Galveston, TX

National company with multiple business lines including Stevedoring, Port Agency, Ground Meet/Greet Services, Cargo and Event planning.

2013-Current

Regional Manager of Guest Operations, Gulf Coast

I started and managed two major cruise operations simultaneously, managed one cruise line port agency operations with 3 ships.

- Developed the strategic plan for the Executive team to begin two new cruise operations and was recognized for my leadership and execution.
- Simultaneously created two different & new cruise operations hiring two separate teams of shore pier, airport, hotel and port agency operations.
- Achieved the highest ratings for both new cruise operations nationally for three years.
- Improved efficiencies between three cruise ship operations
- Oversaw payroll of 2 cruise ship operations
- Responsible for creation and submission of all accounts payable for three operations
- Provided assistance to several other cruise line operations through out the country

Port Agent, Gulf Coast Logistics - Gulf Coast

- Responsible for but not limited to
 - four cruise vessels safe arrival and departure in and out of port
 - compliance and adherence to government and cruise line regulations
 - ensuring cruise lines approved for arrival with all government and port authorities
 - clearance of two thousand crew upon each arrival of each vessel
 - mitigate any issues or concerns that arise on each ship arrival of each individual crew
 - reporting concerns to USCG, CBP and Port Authorities
 - submit federal paperwork to government agencies in timely manner
 - arranging medical appointments, safeguard and required government paperwork on behalf of the cruise lines crew.
- Streamlined agency operations and improved rapport with port and government officials
- Managed the procedures of repatriating crew Covid operations due to pause on cruise operations. This was an anomaly to our cruise operations thus had zero guidelines. I assisted in coordination of the logistics alongside state and government agencies.

Holland America Line, Galveston, TX

2000-2013

Regional Manager, Gulf Coast Cruise Operations

Cruise Line company with multiple cruise line brands including Carnival Cruise Line, Princess Cruise Lines
Leadership of multiple cruise line operations, hiring and retention of two large teams of over 200 employees, responsible for government compliance and adherence to government and cruise line regulations.

- Created the most successful cruise line operation for a major cruise line
- Hired and retained 200 employees over the 13 years I was with this company
- Received the highest rated port for customer service three years in a row; my operation was rated 2nd best for customer service two years thereafter for Carnival Cruise Line.
- Received highest ratings in customer services for Princess Cruise Lines during the four years they were in Galveston, TX.
- Traveled extensively overseeing cruise line logistic operations globally in Singapore, New Zealand, Australia, Italy, Vancouver, BC, Costa Rica, San Juan, Puerto Rico, Hawaii, San Diego, Florida and Alaska.
- Reduced operations budgets in several key areas
- Streamlined debarkation processes with Customs and Border Protection that led to reduced operational efficiencies
- Initiated delayed sailing operational plans still currently followed
- Participated in new terminal design to accommodate larger cruise ships
- Received, initiated and successfully ran new cruise ship operations for 10 of the 30+ cruise ships in the Carnival Cruise Line fleet
- Started and sustained successful operations with little higher managerial oversight
- Responsible for local HR management, payroll and accounting of my operation
- Liasoned with Government & Port officials, Ship Pilots and local governmental entities
- Restarted cruise operations at the Port of Houston for Carnival Cruise Line after Hurricane Ike destroyed cruise terminals in Galveston, TX from 208-2009
- Restarted cruise operations in Galveston post Hurricane in 2009 with the Port of Galveston
- Successfully handled multiple delayed ship operations due to weather
- Requested to manage cruise operations for Carnival Cruise Line in San Juan, PR
 - Oversaw entire cruise operations
 - Retained staff of 120
 - Responsible for all payroll
 - Traveled extensively to PR to work with CBP and other local government officials
 - Increased customer service ratings of port to 2nd amongst entire Carnival brand in the U.S.

Holland America Line, Ft. Lauderdale, FL

1999-2000

Cruise Line company with multiple cruise line brands including Carnival Cruise Line, Princess Cruise Lines

Pier & Airport Supervisor, Ft. Lauderdale and Miami

Oversight of all facets of both international and domestic arrivals for multiple cruise brands into MIA and FTL airports. Coordinated between bus companies, airlines and cruise lines regarding guests arrival. Hired and retained staff of over 100.

- Directly responsible for overseeing airline arrivals and transportation of all guests to/from cruise port.
- Created and managed staff schedules of over 100 employees in multiple locations
- Responsible for enforcing HR requirements of all staff
- Coordinated cruise ops at the pier for multiple operations
- Worked directly with the cruise guests ensuring expectations met; if not quickly resolved to meet guest satisfaction

Amy Nelson • 409-502-8261 • Amymnelson724@yahoo.com • Page 3

Holland America Line, Seattle, WA. 1996-2000

Cruise Line company with multiple cruise line brands including Carnival Cruise Line, Princess Cruise Lines

Hotel & Airport Supervisor, Seattle, WA.

Oversight of all facets of hotel operations & international and domestic arrivals for multiple cruise brands into Seattle International Airport. Coordinated between bus companies, airlines, hotels cruise lines regarding guests arrival. Hired and retained staff of over 100.

- Directly responsible for overseeing airline arrivals and transportation of all guests to/from cruise port.
- Responsible for staffing multiple high end hotels with staff to welcome cruise guests
- Liasoned with hotel management to ensure cruise brand was working well with hotel staff

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport Port Everglades/Ft. Lauderdale, FL Number of Years Operating at this Seaport 4

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Princess Cruises	4
Cunard	4

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport San Francisco, CA Number of Years Operating at this Seaport 16

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Princess / Holland America Group	16
Cunard	16
Crystal	14

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport Los Angeles, CA Number of Years Operating at this Seaport 16

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Princess / Holland America Group	12
Cunard	12
Crystal	10

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport Long Beach, CA Number of Years Operating at this Seaport 6

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Carnival Cruise Line	6

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport San Diego, CA Number of Years Operating at this Seaport 12

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Princess Cruises / Holland America Group	12
Cunard	12
Crystal	10
Royal Caribbean	2

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport Seattle, WA Number of Years Operating at this Seaport 15

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Princess Cruises / Holland America Group	10
Carnival Cruise Line	2
Royal Caribbean	2
Crystal	15

Section H

List all seaports, including Port Everglades (if application is for renewal), where the Applicant is currently performing the services/operation which is the subject of this Franchise application. Use this form for each seaport listed. Photocopy additional pages as needed (one page for each seaport listed).

If none, state "None" _____.

Seaport Galveston, TX Number of Years Operating at this Seaport 8

List below all of the Applicant's Clients for which it provides services at the seaport listed above.

Client Name (Company)	Number of Years Applicant has Provided Services to this Client
Disney Cruise Line	8
Carnival Cruise Line	7

Section I

1. Provide a description of all past (within the last five (5) years) and pending litigation and legal claims where the Applicant is a named party, whether in the State of Florida or in another jurisdiction, involving allegations that Applicant has violated or otherwise failed to comply with environmental laws, rules, or regulations or committed a public entity crime as defined by Chapter 287, Florida Statutes, or theft-related crime such as fraud, bribery, smuggling, embezzlement or misappropriation of funds or acts of moral turpitude, meaning conduct or acts that tend to degrade persons in society or ridicule public morals.

The description must include all of the following:

- a) The case title and docket number
- b) The name and location of the court before which it is pending or was heard
- c) The identification of all parties to the litigation
- d) General nature of all claims being made

If none, indicate "None" NONE.

2. Indicate whether in the last five (5) years the Applicant or an officer, director, executive, partner, or a shareholder, employee or agent who is or was (during the time period in which the illegal conduct or activity took place) active in the management of the Applicant was charged, indicted, found guilty or convicted of illegal conduct or activity (with or without an adjudication of guilt) as a result of a jury verdict, nonjury trial, entry of a plea of guilty or nolo contendere where the illegal conduct or activity (1) is considered to be a public entity crime as defined by Chapter 287, Florida Statutes, as amended from time to time, or (2) is customarily considered to be a white-collar crime or theft-related crime such as fraud, smuggling, bribery, embezzlement, or misappropriation of funds, etc. or (3) results in a felony conviction where the crime is directly related to the business activities for which the franchise is sought.

Yes No X

If you responded "Yes," please provide all of the following information for each indictment, charge, or conviction:

- a) A description of the case style and docket number
- b) The nature of the charge or indictment
- c) Date of the charge or indictment
- d) Location of the court before which the proceeding is pending or was heard
- e) The disposition (e.g., convicted, acquitted, dismissed, etc.)
- f) Any sentence imposed
- g) Any evidence which the County (in its discretion) may determine that the Applicant and/or person found guilty or convicted of illegal conduct or activity has conducted itself, himself or herself in a manner as to warrant the granting or renewal of the franchise.

Section J

The Applicant must provide a current certificate(s) of insurance. Franchise insurance requirements are determined by Broward County's Risk Management Division and are contained in the Port Everglades Tariff No. 12 as amended, revised or reissued from time to time. The Port Everglades Tariff is contained in the Broward County Administrative Code, Chapter 42, and is available for inspection on line at: <http://www.porteverglades.net/development/tariff>.

SEE ATTACHED CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

3/1/2022 DATE (MM/DD/YYYY)
2/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														
INSURED 1302057 Nautilus International Holding Corporation See Attached Addendum 3806 Worsham Avenue Long Beach CA 90808														

COVERAGES NAUIN01 **CERTIFICATE NUMBER:** 12227167 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Phys. Damage	N	N	CF1CA00240-211	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Col Ded. \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate is issued as evidence of insurance only.

George D...
Norma Dmytruk
Risk Manager
 3-17-2021

CERTIFICATE HOLDER 12227167 Broward County 1850 Eller Drive Fort Lauderdale FL 33316	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2022 2/28/2020

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PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE INSURER A : Everest National Insurance Company NAIC # 10120 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____	
INSURED 1302057 Nautilus International Holding Corporation See Attached Addendum 3806 Worsham Avenue Long Beach CA 90808		

COVERAGES NAUIN01 **CERTIFICATE NUMBER:** 12227167 **REVISION NUMBER:** XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Phys. Damage <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	CF1CA00240-211	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Comp/Coll Ded. \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate is issued as evidence of insurance only.

CERTIFICATE HOLDER 12227167 Broward County 1850 Eller Drive Fort Lauderdale FL 33316	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Attachment Code: D561035 Master ID: 1302057, Certificate ID: 12227167

NAUTILUS INTERNATIONAL HOLDING CORPORATION

ENTITIES TO BE NAMED INSUREDS

Nautilus International Holding Corporation
Metropolitan Stevedore Company
Pacific Cruise Ship Terminals LLC
Pacific Warehouse Company
Metro Cruise Services LLC
Southeast Crescent Shipping Company
Metro Shore Services LLC
Nautilus Management Services, Inc.
Metro Ports Canada Ltd.
Suderman Contracting Stevedores, Inc.
Terminal Security Solutions Inc.
Bulk Warehouse Services Company
Great Lakes Stevedoring LLC
Metro Events LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2022 4/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Landmark American Insurance Company	33138	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Landmark American Insurance Company	33138													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1490350 Nautilus International Holding Co. See Attached Addendum 3806 Worsham Avenue Long Beach CA 90808														

COVERAGES NAUTIN01 **CERTIFICATE NUMBER:** 17424124 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/POP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Errors & Omissions (TSS)	N	N	LHR842859	4/15/2021	4/15/2022	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Evidence of Coverage

Yana Dmytruk
Risk Manager
4/27/2021

CERTIFICATE HOLDER 17424124 Broward County 1850 Eller Drive Fort Lauderdale FL 33316	CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

Attachment Code: D561035 Certificate ID: 17424124

NAUTILUS INTERNATIONAL HOLDING CORPORATION

ENTITIES TO BE NAMED INSUREDS

Nautilus International Holding Corporation
Metropolitan Stevedore Company
Pacific Cruise Ship Terminals LLC
Pacific Warehouse Company
Metro Cruise Services LLC
Southeast Crescent Shipping Company
Metro Shore Services LLC
Nautilus Management Services, Inc.
Metro Ports Canada Ltd.
Suderman Contracting Stevedores, Inc.
Terminal Security Solutions Inc.
Bulk Warehouse Services Company
Great Lakes Stevedoring LLC
Metro Events LLC



CERTIFICATE OF LIABILITY INSURANCE

3/1/2022

DATE (MM/DD/YYYY)
3/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : TT Club Mutual Insurance Limited		84975
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES NAUIN01 **CERTIFICATE NUMBER:** 14649929 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y N	93847/2021/001	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 10,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Broward County is included as an Additional Insured (Supplier Joint Assured) in accordance to policy terms and conditions, but only as respects to the commercial operations of the named insured on behalf of the additional insureds and to the extent provided by the policy language or endorsements issued or approved by the insurance carrier. Sudden and Accidental Pollution coverage is included.

Norma Agene-Dmitriou
Risk Manager
3-18-2021

CERTIFICATE HOLDER 14649929 Broward County 1850 Eller Drive Fort Lauderdale FL 33316	CANCELLATION See Attachments 3-18-2021 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Adam D. McDermott</i>
---	---

Attachment Code: D561035 Master ID: 1411540, Certificate ID: 14649929

NAUTILUS INTERNATIONAL HOLDING CORPORATION

ENTITIES TO BE NAMED INSUREDS

Nautilus International Holding Corporation
Metropolitan Stevedore Company
Pacific Cruise Ship Terminals LLC
Pacific Warehouse Company
Metro Cruise Services LLC
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Metro Shore Services LLC
Nautilus Management Services, Inc.
Metro Ports Canada Ltd.
Suderman Contracting Stevedores, Inc.
Terminal Security Solutions Inc.
Bulk Warehouse Services Company
Great Lakes Stevedoring LLC
Metro Events LLC

Attachment Code: D588808 Certificate ID: 14649929

**Supplier Joint Assured Schedule
Clause J4 refers**

TT Club Mutual Insurance Ltd
90 Fenchurch Street London EC3M 4ST
United Kingdom
www.tclub.com

Assured: **Nautilus International Holding
Corporation**
3806 Worsham Ave
Long Beach, CA 90808
United States of America

Certificate No: 93847 / 2021 / 001

Schedule No: JL/34

**Valid From: 01 March 2021
To: 28 February 2023**

This Schedule:

- forms part of the Certificate stated above
- replaces any previous Schedule from the date shown above.

Supplier Joint Assured :
Broward County

1850 Eller Drive Fort Lauderdale FL 33316

Agreements : Between Nautilus International Holding Corporation and Broward County

Additional Terms & Conditions :

None.

Underwriter
:

Date: 11 March 2021

Through Transport Mutual Services (Americas)
as Managing Agent of
TT Club Mutual Insurance Ltd

Attachment Code: D588808 Certificate ID: 14649929

Supplier Joint Assured Schedule Clause J4 refers

TT Club Mutual Insurance Ltd
90 Fenchurch Street London EC3M 4ST
United Kingdom
www.ttclub.com

J4 SUPPLIER JOINT ASSURED

1 The Schedule identifies

Joint assureds in respect of specified equipment, land or premises, which the joint assured supplies for use in the assured's insured services, and the agreements under which the equipment, land or premises is supplied

2 We insure a Joint Assured for:

Liabilities arising from the condition or use of equipment, land or premises specified at 1 above - to the extent that we insure the assured or an operational joint assured

QUALIFICATIONS

3 Terms of Joint Assurance

3.1 A joint assured under this Clause:

3.1.1 will comply fully with G2:32 (material information)

3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

4 Exclusions

We do not insure a joint assured under this clause for liabilities arising from the joint assured's:

- 4.1 own fault or negligence, or that of its servants, employees, subcontractors - or agents (except as defined at 3.1.2 above)
- 4.2 own interest in the equipment, land or premises specified at 1 above

5 Relationship of insureds*

5.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time

5.2 Insureds* are jointly and severally liable for amounts due to us

5.3 Receipt 12y one insured* of a sum from us relieves us of liability to all insureds*

5.4 Breach of the terms of this policy 12y one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if

5.4.1 the breach is causative of the loss or

5.4.2 the Directors exercise their discretion under G3:5 as a result of the breach

5.5 We deem a customer of one insured* to be a customer of all insureds*

5.6 We will deem communication between us (or our representative) and an insured* to be within the knowledge of all insureds*

5.7 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds

5.8 In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of "third party" in the Definitions is modified to this extent

*We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy

6 Cesser

Insurance of a joint assured will cease:

- 6.1 as specified in the Schedule
- 6.2 on cessation of the assured's relevant insured services
- 6.3 on expiry/termination of an agreement specified in the Schedule
- 6.4 on cancellation/cessation of the assured's insurance

Attachment Code: D588808 Certificate ID: 14649929

Supplier Joint Assured Schedule
Clause J4 refers

TT Club Mutual Insurance Ltd
90 Fenchurch Street London EC3M 4ST
United Kingdom
www.ttclub.com

Assured: **Nautilus International Holding Corporation**
3806 Worsham Ave
Long Beach, CA 90808
United States of America

Certificate No: 93847 / 2021 / 001

Schedule No: JL/34

Valid From: 01 March 2021
To: 28 February 2023

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- forms part of the Certificate stated above
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Supplier Joint Assured :
Broward County

1850 Eller Drive Fort Lauderdale FL 33316

Agreements : Between Nautilus International Holding Corporation and Broward County

Additional Terms & Conditions :

None.

Underwriter



Date: 11 March 2021

Through Transport Mutual Services (Americas)
as Managing Agent of
TT Club Mutual Insurance Ltd

Attachment Code: D588808 Certificate ID: 14649929

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TT Club Mutual Insurance Ltd
90 Fenchurch Street London EC3M 4ST
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3.1.2 is deemed to have appointed the assured (or applicant for insurance) as its agent for the purposes of this insurance, with whom we may deal exclusively

3.2 Insurance of a joint assured under this clause is subject to all the terms of the assured's insurance - as well as to terms relating to the joint assurance

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We do not insure a joint assured under this clause for liabilities arising from the joint assured's:

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4.2 own interest in the equipment, land or premises specified at 1 above

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5.1 If the assured's insurance ceases or is cancelled we will cease or cancel the insurance of all insureds* at the same time

5.2 Insureds* are jointly and severally liable for amounts due to us

5.3 Receipt 12y one insured* of a sum from us relieves us of liability to all insureds*

5.4 Breach of the terms of this policy 12y one insured* disentitling it to recovery from us disentitles all other insureds* to any recovery under the policy if

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5.4.2 the Directors exercise their discretion under G3:5 as a result of the breach

5.5 We deem a customer of one insured* to be a customer of all insureds*

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5.7 We deem service of notice on the assured (or its broker) to be service on the assured and all joint assureds

5.8 In the event of a claim by one insured* against another insured* we will deem the claimant to be a third party. The definition of "third party" in the Definitions is modified to this extent

"We define insured for the purposes of this paragraph 5 only as the assured and all joint assureds under the same policy"

6 Cesser

Insurance of a joint assured will cease:

6.1 as specified in the Schedule

6.2 on cessation of the assured's relevant insured services

6.3 on expiry/termination of an agreement specified in the Schedule

6.4 on cancellation/cessation of the assured's insurance

Section K

1. The Applicant must provide its most recent audited or reviewed financial statements prepared in accordance with generally accepted accounting principles, or other documents and information which demonstrate the Applicant's creditworthiness, financial responsibility, and resources, which the Port will consider in evaluating the Applicant's financial responsibility.
REFER TO ATTACHED ADDITIONAL INFORMATION

2. Has the Applicant or entity acquired by Applicant (discussed in Section E herein) sought relief under any provision of the Federal Bankruptcy Code or under any state insolvency law filed by or against it within the last five (5) year period?
Yes ___ No X

If "Yes," please provide the following information for each bankruptcy or insolvency proceeding:

- a) Date petition was filed or relief sought
- b) Title of case and docket number
- c) Name and address of court or agency
- d) Nature of judgment or relief
- e) Date entered

3. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for the business or property of the Applicant?
Yes ___ No X

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

4. Has any receiver, fiscal agent, trustee, reorganization trustee, or similar officer been appointed in the last five (5) year period by a court for any entity, business, or property acquired by the Applicant?
Yes ___ No X

If "Yes," please provide the following information for each appointment:

- a) Name of person appointed
- b) Date appointed
- c) Name and address of court
- d) Reason for appointment

Section L

List four (4) credit references for the Applicant, one of which must be a bank. Use this format:

Name of Reference _____ Nature of Business _____
Contact Name _____ Title _____
Legal Business Street Address _____
City, State, Zip Code _____
Phone Number (____) _____

(Provide on a separate sheet.) **REFER TO ATTACHED CREDIT REFERENCES**

Metro Shore Services, LLC. – Port Everglades Steamship Agent Renewal Application

Section K

Metro Shore Services, LLC, is a wholly owned subsidiary of Nautilus International Holding Company (NIHC). NIHC was formed under the laws of the state of California to be a holding company and is privately held. Due to the presumption that all records in the custody or possession of any public body are open to inspection and copying, NIHC audited financial statements, nor Federal income tax returns are not included within this proposal. However, a NIHC representative will arrange to meet with PEV representative to review NIHC audited financial statements and discuss its financial capability to the satisfaction of the Port.

Credit References Section "L"

City National Bank
100 Oceangate 10th Floor, Long Beach CA 90802
Contact Cheryl Gage
562-624-8635
562-624-8653 (Fax)

Unipro International
Sari Frei
390 Nye Ave. Irvington, NJ 07111
Work: 888-691-6200 Ext. 1001
Cell:347-236-5969

Israel Sheridan Wells LLC
4600 Sheridan Street, Hollywood, FL 33021
(954)455-1111

Sophlex Marine Management
PO Box 542349
Merritt Island, FL 32954

Section M

1. Security: Pursuant to Port Everglades Tariff 12, Item 960, all Franchisees are required to furnish an Indemnity and Payment Bond or Irrevocable Letter of Credit drawn on a U.S. bank in a format and an amount not less than \$20,000 as required by Broward County Port Everglades Department. REFER TO ATTACHMENT
2. Has the Applicant been denied a bond or letter of credit within the past five (5) years?
Yes ___ No X
If "Yes," please provide a summary explanation in the space provided of why the Applicant was denied. Use additional sheets if necessary.

Section N

1. Provide a list and description of all equipment currently owned and/or leased by the Applicant and intended to be used by the Applicant for the type of service(s) intended to be performed at Port Everglades including the age, type of equipment and model number.
MSS HAS NO EQUIPMENT IN PEV TO REPORT AT THIS TIME, AND IS NOT APPLICABLE.
2. Identify the type of fuel used for each piece of equipment. NOT APPLICABLE
3. Indicate which equipment, if any, is to be domiciled at Port Everglades. NONE
4. Will all equipment operators be employees of the Applicant, on the payroll of the Applicant, with wages, taxes, benefits, and insurance paid by the Applicant?
Yes X No ___
If "No," please explain in the space provided who will operate the equipment and pay wages, taxes, benefits, and insurance, if the franchise is granted. Use additional sheets if necessary.

Section O

Provide a copy of the Applicant's current Broward County Business Tax Receipt (formerly Occupational License). ATTACHED BROWARD COUNTY LOCAL TAX RECEIPT

Section P

1. Provide a copy of Applicant's safety program. SEE ATTACHED IIPP
2. Provide a copy of Applicant's substance abuse policy. REFER TO ATTACHED POLICY
3. Provide a copy of Applicant's employee job training program/policy. REFER TO ATTACHED POLICY
4. Provide information regarding frequency of training. REFER TO ATTACHED INFORMATION
5. Include equipment operator certificates, if any. NOT APPLICABLE



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196946

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Leona Evangelista, Sandra L. Gingras, Robert Joseph Irvin, Adam McDonough, Laura L. Plaisant, Jeffrey Prevost, Rae Lynn Zachary

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, no loan, letter of credit, currency rate, interest rate, residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Ulewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of June, 2020.



By: Renee C. Ulewellyn
Renee C. Ulewellyn, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco)

On June 17, 2020, before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Leona Evangelista
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shawndrae N. Johnston
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Section M_MSS_Bond #674016896 Broward Co., FL



Interchange Corporate Center 450
Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-
1644 Ph. (610) 832-8240

CONTINUATION CERTIFICATE

To be attached to and form a part of bond number 674016896 (the "Bond"),
dated the 5th day of August, 2010 issued by Liberty Mutual
Insurance Company, a Massachusetts stock insurance company, as Surety (the "Surety"), on behalf of

Metro Shore Services LLC; a California Limited Liability Corporation, as principal (the "Principal"),
in favor of

Broward County, as obligee (the "Obligee").

The Surety hereby certifies that this Bond is continued in full force and effect until the 5th
day of August, 2021, subject to all covenants and conditions of said Bond.

Said Bond has been continued in force upon the express condition that the full extent of the Surety's
liability under said Bond, and this and all continuations thereof, for any loss or series of losses occurring during the
entire time the Surety remains on said Bond, shall in no event, either individually or in the aggregate, exceed the
penal sum of the Bond.

IN WITNESS WHEREOF, the Surety has set its hand and seal this 17th day of June
2020

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By:  (Seal)
Leona Evangelista, Attorney-In-Fact

Section O_BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DEA: **Business Name:** METRO SHORE SERVICES LLC **Receipt #:** 379-234183
Business Type: ALL OTHERS (SHIPS AGENCY)

Owner Name: METRO SHORE SERVICES LLC **Business Opened:** 06/21/2010
Business Location: 3806 WORSHAM AVE **State/County/Cert/Reg:**
 OUT OF STATE **Exemption Code:**
Business Phone: 310-816-6506

Rooms Seats Employees Machines Professionals

Tax Amount	For Vending Business Only				Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost		
45.00	0.00	0.00	0.00	0.00	0.00		45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 METRO SHORE SERVICES LLC
 3806 WORSHAM AVE
 LONG BEACH, CA 90808

**Receipt #05A-19-00010914
 Paid 09/09/2020 45.00**

2020 – 2021



BROWARD COUNTY LOCAL BUSINESS TAX RENEWAL

Contractors must send proof of current Broward County Certificate of Competency or State License. The following must present a current state license, registration or exempt letter: automobile repair, ballroom dancing, detectives, food production, manufacturing or retail; funeral director/home, health studios, pawnshops/brokers, pest control, security guards, specialty contractor, telemarketing, travel.

The following must present current proof of registration from Permitting, Licensing and Consumer Protection Division: Auto Body/Paint/Repair, Limousines, and Movers. Auto Body/Paint/Repair must also submit State MV license.

If business is in unincorporated Broward County, a "Certificate of Use" obtained from Permitting, Licensing and Consumer Protection Division must be presented in correct ownership name, for change of business location or change of ownership.

TRANSFER OF OWNERSHIP/NAME OF BUSINESS/BUSINESS LOCATION

Your request for changes will not be processed without the transfer fee, which is 10% of the base annual fee, not less than \$3.00 or more than \$25.00.

Submit current receipt with your changes indicated in the spaces provided below.

If you cannot submit the current receipt, please fill out affidavit for transfer. The form may be found at: <http://www.co.broward.fl.us/revenue/rvi00506.pdf>

Businesses regulated by the State or local agencies, must show correction of name or address before the Business Tax Receipt can be transferred.

1. New ownership/Name of Business (submit current receipt and fee)	2. New business location (submit current receipt and fee)	3. Mailing address change only (no fee required)
_____	_____	_____
_____	_____	_____

New Fed. I.D. or SS# _____

- EXCEPTIONS:** A.) Exempt receipts are not transferable from one owner to a new owner.
 B.) Professional receipts are not transferable from one individual to another individual.

No longer doing business in Broward County. _____
Signature

NAUTILUS INTERNATIONAL HOLDING CORPORATION



**Injury and Illness
Prevention Program (IIPP)**

A handwritten signature in black ink, appearing to be the initials "M" or "J", located to the right of the main title.

Nautilus International Holding Corporation, hereinafter referred to as "Nautilus" or "Metro," headquartered in Wilmington, California, holds various operating companies. Each of the following companies utilizes the DBA of Metro Ports: Metropolitan Stevedore Company, Southeast Crescent Shipping Company, Southeast Maritime Services LLC, and Suderman Contracting Stevedores, Inc. Additional operating companies of Nautilus include: Metro Cruise Services LLC, Metro Shore Services LLC, Atlantic Cruise Ship Terminals LLC, Metro Risk Management, and Pacific Warehouse Company.



P.O. Box 647
Wilmington, CA 90748
720 East E Street
Wilmington, CA 90744
Tel: (310) 816-6500
Fax: (310) 816-6518
www.matsiteco.com

Statement of Safety Policy

It is the policy of Nautilus International Holding Corporation that all operations conducted by this Company shall be done in the safest manner possible. Safety is paramount in every aspect of our business, and at no time shall any operation be undertaken in an unsafe manner.

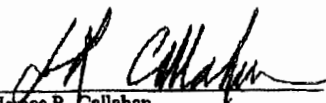
All regulations of the United States Department of Labor, Occupational Safety and Health Administration and other regulatory agencies shall be followed. Where these rules provide only a minimum safety standard, every effort shall be made to provide a greater safety factor.

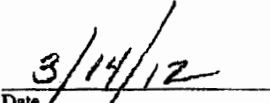
Our primary goal is to prevent injuries. All injuries are caused by accidents. In most instances, accidents are preventable. Each employee of the Company shall assume personal responsibility for assisting in the reduction of accidents and the continuing implementation of the Company Safety Program.

All supervisory personnel shall at all times keep the operation under their jurisdiction safe and abide by all requirements.

The officers and management of this Company are committed to the above safety policy and expect everyone in supervision to cooperate in maintaining a safe operation.

Supervisory personnel have the full backing of management in enforcing safety rules and regulations, and lack of enforcement of required rules will not be tolerated.


James R. Callahan
President & CEO


Date

Nautilus International Holding Corporation

Title: Chief Operating Officer:

Authority/Responsibility: Authorized and responsible for ensuring that all operations conducted at various locations are performed safely, in a safe work environment, in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP.

Title: President, Metro Ports:

Authority/Responsibility: Authorized and responsible for ensuring that cargo operations conducted at various locations are performed safely, in a safe work environment, in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP.

Title: President, Metro Cruise Services:

Authority/Responsibility: Authorized and responsible for ensuring that cruise services operations, including Metro Shore Services operations, are conducted at various locations under the auspices of the Cruise Division safely, in a safe work environment, in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP.

Title: Vice President, Cruise Operations – Metro Cruise Services:

Authority/Responsibility: Authorized by and accountable to the President, Metro Cruise Services for ensuring that cruise services operations are performed, at various locations under the auspices of the Cruise Division, safely, in a safe work environment, and in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP. The Vice President, Cruise Operations is also obligated to ensure that appropriate and/or required operational and safety training, safety meetings, site inspections, and recordkeeping are being conducted and maintained by terminal/site/operations managers subordinate to this position.

Title: Regional Vice President - Metro Ports - West Coast:

Authority/Responsibility: Authorized by and accountable to President, Metro Ports for ensuring that cargo operations conducted at various locations on the West Coast are performed safely, in a safe work environment, and in compliance with all federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with the provisions of the Metro IIPP. The Regional Vice President is also responsible for ensuring that appropriate and/or required operational and safety training, safety meetings, site inspections, and recordkeeping are being conducted and maintained by terminal/site/operations managers subordinate to this position.

Title: Vice President – Metro Risk Management:

Authority/Responsibility: Authorized and responsible for ensuring that operations of Metro Risk Management are performed safely, in a safe work environment, in compliance with all federal, state, and local safety regulations, and in accordance with the provisions of the Metro IIPP

Terminal/Site Manager is empowered and entrusted to ensure that the worksite is a safe environment to work and that workers at all levels are appropriately trained, skilled, and performing assigned tasks safely. The terminal/site/general manager is also responsible for maintaining required documentation including OSHA 300 logs and the 300A Annual Summary, appropriate local training records, site safety inspection records, local safety meeting records, and worksite safety talks.

Title: Superintendent – Metro Ports (Cargo Division) or Metro Cruise Services and Suderman Stevedores:

Authority/Responsibility: Authorized and accountable to the assigned terminal/site/operations manager. Responsible for his/her own safety and that of the labor force under their supervision, as well as for performing a site hazard assessment in the area of operation before work begins, and for correcting any hazards identified. It is the duty of the Superintendent to ensure that the work shift safety talk is conducted and documented before work begins. He/she is also responsible for ensuring the wearing/use of appropriate and required safety gear and Personal Protective Equipment (PPE) and for compliance with federal, state, and local safety regulations, labor contract safety requirements, port safety tariffs/rules, and in accordance with provisions of the Metro IIPP. Responsible for enforcement of all safety requirements on the job site, and during the operation from start until completion.

Title: Foreman/Boss/Leadman/Header – Anyone performing under this job title permanently or temporarily in any line of business (cargo or cruise):

Authority/Responsibility: Authorized by and accountable (to the site/job Superintendent) for providing the shift safety talk to the labor force, identifying general and specific actual or potential operational hazards, proper evacuation procedures, proper use and donning of safety gear and Personal Protective Equipment (PPE), and for ensuring that the labor force performs their duties safely and in accordance with the directions of the Superintendent.

Title: Longshoremen, general (casual) laborers, and all other Metro employees – all Metro businesses, all locations:

Authority/Responsibility: Responsible, by contract or agreement, for performing work safely in accordance with directions provided by the assigned foreman/supervisor and training received, for wearing required PPE, for utilizing other safety equipment (e.g. seatbelts) as necessary or required and for reporting any real or perceived safety issues or concerns immediately to the assigned foreman/supervisor.

appropriate) is communicated to workers by Foremen and Superintendents during the safety talk which is given on-site at the beginning of each work shift.

Employees are encouraged and required to report workplace hazards and incidents to supervision, both in provisions contained in the Pacific Coast Marine Safety Code, East Coast and Gulf ILA contracts, as well as through Company policy. Hazard awareness, site specific and general, is shared companywide through emails from the Safety Department on a frequent basis. Metro promotes the sharing of all safety related information at staff safety meetings and through shift safety talks with labor. Metro also conducts quarterly safety meetings, involving all operations, where additional information is shared by all managers.

An effective alternative method of communicating workplace safety and health policies to employees is through regular safety meetings. These are regularly held for both union and non-union employees. Pre-work gangway and other safety talks are held at the work site. At these meetings, known hazards are communicated to the employees that may be exposed in the area of work.

Hazards associated with specific cargoes (typically listed on the Material Safety Data Sheet - MSDS) and/or other materials used on a particular site or operation will be discussed with employees prior to commencement of work.

For non-collective bargaining unit employees ("permanent" and part-time, non-union employees), communication of safe working conditions work practices and required personal protective equipment is included in initial safety orientation and all subsequent training provided by supervisors during the shift operational briefing prior to beginning the day's operations. In addition, the Director of Safety and Security provides weekly reports that list all injuries reported throughout the Company's operating sites, as well as the root cause of the injury. Further, the weekly reports routinely provide information on injury prevention, safety topics of national interest, and appropriate safety training topics. The Safety Management System (SMS) is the overarching system in place to provide additional opportunities to communicate safe work practices; furthermore, it is designed to be fluid for both operations and administrative environments.

Each manager, supervisor, and superintendent shall maintain an open door policy for reporting and discussing any safety concern. Metro encourages all employees to take an active role in ensuring a safe workplace and may reward employees who identify significant hazards with a recommended solution under the "Bright Idea" award program. Under no circumstances will an employee identifying a safety concern be subject to reprisal.

Section 3. ASSURING EMPLOYEE COMPLIANCE WITH SAFE WORK PRACTICES

In addition to being a condition of employment and a key rating factor in performance evaluations, all employees have been advised that safe work conditions, safe work practices and required, personal protective equipment are mandatory for all operations, as prescribed in the Pacific Coast Marine Safety Code (PCMSC - labor safety contract) ILA agreements, as well as in

The primary method of identifying hazards in the workplace is through the use of workplace inspections by management (general managers, terminal managers, operations managers, maintenance managers, and superintendents). These types of inspections are required to be performed throughout the facility and documented routinely (generally monthly). In addition, specific work location safety inspections will be performed and documented at the beginning of each shift so that hazards can be identified and corrected as soon as they are discovered. Finally, hazards may be identified by on-scene work personnel during operations. Such hazards will be investigated and, if valid, addressed immediately.

As part of the shift operational safety inspections, superintendents will use a safety inspection check-off list as a guide for the items to be inspected prior to starting work. Naturally, this list can and should be added as warranted, based on the inspection taking place.

Managers conducting safety inspections/surveys shall pay particular attention to new substances, procedures and equipment for the purpose of identifying and correcting new workplace hazards and for identifying personnel protective equipment (PPE) required. Particular attention will be paid to hazards associated with prolonged exposure to loud noise (in accordance with Metro's Hearing Conservation Program) and atmospheric hazards (in accordance with Metro's Respiratory Protection Program). Also, seasonal exposure to high ambient temperatures in the work environment (inside and outside) shall be addressed in accordance with Metro's Heat Illness Prevention Program. Close attention should also be paid to low ambient temperatures and the hazards they may create with respect to ice and snow. Workplace safety inspection forms are available on network files and shall be used to document the routine site inspections. Documentation of routine site inspections will be kept on file locally for no less than one year.

All identified hazards or deviations from the provisions of the regulations or Metro's safety rules must be corrected, or if not immediately correctable, made safe through appropriate "work-around procedures" prior to commencement of operations. When an imminent hazard exists, which cannot be immediately corrected, all exposed employees must be removed from the area except those necessary to correct the hazardous condition. Employees remaining to correct the hazards must be provided with all available safeguards to protect them from the hazard.

EMPLOYEE REPORTING OF HAZARDS

On all operations, Metro encourages employees to report hazards as they are identified. Legitimate safety hazards will be corrected as soon as possible after they are reported to supervision and before operations commence or continue. Hazards that cannot be immediately corrected will be addressed through modified operations avoiding exposure by the workforce to the identified hazard.

The successful operation of this IIPP depends on the mutual effort and cooperation of all employees. When unsafe or unhealthy conditions are identified, it is incumbent upon both management and their subordinate employees to ensure that both immediate and long-term corrective and/or protective actions are taken to ensure that all employees are protected from injury, illness or unnecessary exposures. When employees are working at locations that are not

report form to avoid redundancy in those locations required by the insurance underwriter to prepare the LS202.

2. Employees Subject to Reporting

Injury and Illness Reports must be completed for any and all occupational injury to any person employed by Metro. All other persons must be referred to their own employers for injury reporting. However, any injury that occurs on Metro property to a person other than a Metro employee will be documented on an Incident Report form located on the IIRS and submitted to the corporate Risk Manager. Metro employees and supervisors must also notify the Insurance Department of any injuries to non-Metro employees.

3. Content of Form

Supervisors must personally ensure that all questions on the report forms are answered fully and correctly, and that a description of the manner in which the incident/injury occurred is given. This description is of the utmost importance. Provide only the known facts; do not try to guess or speculate.

4. Employee Signature

The supervisor, not the employee, must complete the form and ensure that the employee signs the form. Should the employee refuse or be unable to sign the Injury Report form, the supervisor must make a note to that effect on the form where the employees would have signed.

INVESTIGATION-REVIEW OF CAUSES OF INJURIES AND ILLNESSES AND THEIR CORRECTION

In general, an injury or incident investigation will answer the following questions:

1. **What happened?** The incident or injury report should begin by describing the circumstances surrounding the incident, the injuries or illnesses sustained, if any, the eyewitnesses, the date, time and location of the incident and the date and time of the report. Remember: who, what, when, where and how are the questions that the report must answer.
2. **Why did the incident or injury occur?** The ultimate causes or contributing factors of the incident may not be known for several days after all the data is analyzed. However, if one or more obvious causes suggest themselves, these will be noted at the time of the investigation.
3. **What should be done?** Once an investigation determines the cause(s) of an incident or injury, it should also suggest a method for avoiding future incidents or injuries. The ultimate responsibility for determining root cause and corrective measures rests with senior site management. The (SSEC) is available to provide assistance and guidance on incident investigation-review as provided in the IIRS. Additional information can be

periodically and provide technical assistance or advice in correcting identified safety issues as necessary.

Section 7. TRAINING

EMPLOYEE TRAINING

1. Training for Employees

General, Terminal, and/or Site Managers shall ensure that employees (permanent or casual) under their direction have been initially trained in all required areas of general workplace safety (PPE requirements, site specific hazards, safe procedures, IIPP, etc.) and in operational safety for specific chemical hazards (Hazard Communications) associated with cargo handling and hazardous materials on site. The generalized initial training may be conducted through a business association (e.g., PMA, WGMA, local labor association, etc.), by contracted third party, or by company personnel. Refresher training may be provided on-site through shift safety talks, safety meetings or other gatherings, as necessary. Specific training required for site particular operations and cargo handling will be provided prior to commencement of operations through safety talks on the dock or vessel.

Managers shall document the initial training of all employees (or have access to those training documents held by industry associations providing training) and maintain those records on file for the length of the individual's employment. Refresher training, shift safety training or other localized safety training will be maintained on file (ship file, safety file, etc.) for no less than one year from date of occurrence.

2. Training for Supervisors

General, Terminal, and/or Site Managers shall ensure that supervisors (superintendents, etc.) are trained on the content and use of this IIPP and shall provide specific safety training programs to supervisory personnel as necessary. All supervisors shall be trained in the safety and health hazards to which employees under their direction may be exposed. The Safety Department will assist with supervisory training as requested.

3. Schedule for Training

Ensure that employees are provided appropriate safety training according to the following schedule. Note: specialized training such as Power Industrialized Truck (PIT) may follow a different schedule.

- When this IIPP is first established or is significantly modified.
- Whenever a new employee is hired. Note: Union labor assigned out of a union hall to a job site is not necessarily a "new" employee. If "new" to the operating

OSHA Logs – maintain for five years plus current year

MSDS – maintain for 30 years (contact Safety Department for guidance)

PIT Certification – minimum three years or duration of employment

Hazard assessment – indefinitely (unless changed due to new/changed operation)

Industrial hygiene (I.H.) surveys – indefinitely (I.H. surveys of operations no longer performed should be forwarded to the SSEC Department for archiving)

Records of new employee orientation for those personnel assigned to the corporate office will be maintained by the Human Resources Department.

Records of general safety training, or job specific training, provided for collective bargaining unit (union) personnel through industry associations (e.g., PMA, WGMA) will be maintained by those associations and retrievable upon request.

MONITORING WORKPLACE INJURIES AND ILLNESS

Both State and Federal law require industrial injuries requiring more than just first aid to be reported.

Metro maintains the information regarding injuries reported on the OSHA 300 form, as well as any supplemental information which may be developed. Operating site managers will submit required injury report information in accordance with Section 5 above. The SSEC Department will compile and analyze injury report data companywide and provide routine summaries of activity to operating personnel for consideration in incident/injury prevention measures.

- The purpose of the review is to establish and document the root cause of the event and identify any appropriate actions to prevent a recurrence. The incident review must be completed by the superintendent/supervisor. Incident Review forms are not required for Notice Only injury reports unless specifically requested by the Director of SSEC, Site Manager or senior executive.
- Completed Injury Review forms shall be sent to the SSEC Department (not the Insurance dept) via IIRS or faxed to 310-816-6611 if the IIRS is not operating.

Late Reporting of Injury - If an injury is reported late by an injured party (after the shift in which it occurred), do not complete any forms without contacting the Insurance Department first at 310.877.2164

Photographs - Photographs must be taken of each incident requiring a report.

- Photos may be taken by a digital camera or cell phone camera.
- All photos must be forwarded to the Insurance Department ASAP.

Incident Review at Monthly Safety Committee Meeting - All injuries and serious damages should be discussed at the site-specific monthly safety meeting. This will ensure that the information learned through the review process will be shared amongst all operations personnel to avoid repeating similar incidents in the future.

OSHA and CalOSHA Requirements on Serious Injuries

When a serious injury occurs (i.e. inpatient hospitalization for treatment for more than 24 hours, loss of body part or dismemberment, serious disfigurement, or death) it may be necessary to notify OSHA or Cal-OSHA within eight hours. Therefore on serious injuries, please be especially vigilant in contacting Insurance and Safety to ensure the proper notifications will be made within the correct time.

POST-INCIDENT REVIEW AND/OR MEETING

After every employee injury report and every property damage incident report exceeding \$5,000, the operations management of the terminal where the incident occurred will ensure that an Incident Review Report form is completed as soon as practical but no longer than 24 hours after the incident. In the case of an injury report, the Incident Review form will be submitted to the SSSEC Director and SSEC Manager. The Incident Review form is not to be submitted to the Insurance Department.

Notice Only injury reports do not require completion of an Incident Review Form unless requested by the Director of SSEC, the Site Manager, or a senior executive. In addition, after a **SERIOUS INCIDENT** (see definition below), a Post-Incident Review Meeting may be required to discuss the event in further detail as determined by any of the following:

- the site Operations Management where the incident occurred
- Director of SSEC
- Risk Manager
- any senior company executive

If a meeting is required by any of the above, that individual will be responsible for setting up the meeting as soon as possible after the incident and will initiate the call. Please make note of the following:

- Note 1: The meeting should be conducted as soon as possible after the incident while memories are fresh but only after sufficient information is available to make the meeting productive (e.g. incident photos, witness statements, damage reports, etc.).
- Note 2: Preparation for the meeting should include advance distribution of relevant information (e.g. photos, statements, diagrams, etc.) associated with the incident to provide a common understanding of the events and location involved.
- Note 3: The person initiating the meeting should state in advance what their concerns are and intended outcome.

Definition of SERIOUS INCIDENT:

- Any employee personal injury requiring ambulance transport and inpatient hospitalization.
- Property damage of \$5000 or more.
- Any other incident that the Director of SSEC, Risk Manager, Terminal Management, or Senior Management deem as serious enough to require a meeting. When determined by any of the above, that person(s) shall notify the others of its determination and schedule the meeting accordingly.

The following attendees must attend the meeting (or on conference call):

Required attendees

- Operations Manager of the terminal where the incident occurred

7.2 Use of Drugs and Alcohol

Employees are the most valuable resource at The Company. For that reason, The Company has a critical interest in assuring the health, safety, and well-being of its employees and the maintenance of a safe and efficient work environment. The possession, use or sale of controlled substances (such as alcohol, marijuana, cocaine, heroin, opiates, methamphetamine, and other drugs or narcotics) in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful and efficient operations. Likewise, the possession, use or being under the influence of alcohol in the workplace poses safety and production risks. All employees must report to work in a drug free condition to perform their jobs safely and efficiently.

The unlawful manufacturing, use, sale, purchase, possession, distribution, or transportation of illegal drugs, alcohol, controlled substances or other intoxicants by any employee while on Company property or in a vehicle while performing Company business is strictly prohibited. An illegal drug is any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained or is being misused or abused. All employees are required to report to work in appropriate mental and physical condition. Reporting for work or remaining on duty while under the influence of any intoxicating beverage or intoxicant or having in your system any illegal drug or controlled substance at any detectable amount may be grounds for immediate suspension pending investigation for separation from employment.

This policy covers illegal drugs, including marijuana, as well as prescribed or over-the-counter drugs that are not legally obtained or are not being used for prescribed purposes. Using or being under the influence of any legally obtained drug while performing Company business or while in a Company facility or on Company property, or while operating a Company vehicle or equipment is prohibited to the extent that such use or influence affects job safety or efficiency. Impairment from the use of alcohol or drugs may affect the safety of co-workers, customers or members of the public, your job performance, and the safe and efficient operation of The Company facility.

Although the use of medical or recreational marijuana may be permitted in various states, its use is not permitted at any Company facility or client work location, or by an employee while on duty, when operating equipment to perform his/her job duties, or driving a vehicle on Company business.

Employees who are or will be using legal drugs that may affect their performance or impair their judgment should immediately inform their supervisor. The Company may consult with the prescribing physician or another qualified medical professional to learn the expected effect of the drug and/or require a written statement from the physician or medical professional that continued working would be safe and efficient. An employee may continue to work if The Company determines that the employee does not pose a safety threat and/or that job performance is not affected by use of the drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate measures.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or Human Resources for assistance in seeking help to address substance abuse and who can also help you determine coverage available under the Company's medical insurance plan. When work performance is impaired or violations of policy are committed, admission to or use of a treatment program does not preclude appropriate corrective or disciplinary action by the Company. Any violator of this substance abuse policy will be subject to disciplinary action, up to and including separation from employment.

Inspections of Company/customer facilities and property inspections of Company facilities, The Company, port operators, or cruise lines may provide offices, desks, cabinets, furniture, lockers, computers, equipment, machinery, vehicles, and other property that employees use in the performance of their job duties. The equipment and facilities are the sole and exclusive property of the issuing entity.

In order to prevent possession of illegal drugs, stolen property, weapons, or other improper materials at the workplace, The Company, port operators, port authority, port security or authorized cruise line personnel retains the right to search and inspect all property and premises, including common areas used by employees or question employees and inspect any of their packages or belongings when entering or leaving to detect the presence of drugs, controlled substances or alcohol. Such inspections may occur at any time, with or without advance notice. As a term and condition of employment, every employee is expected and required to fully cooperate with any search being conducted to detect the presence of drugs or alcohol on Company property.

This policy applies to all company or port property, regardless of whether it is for your exclusive use and regardless of whether you are allowed to maintain a lock or other means to limit access to the property. Any employee who wants to avoid inspection of any articles or materials should not bring such items onto the premises.

You are expected to cooperate in such inspections, and your consent to inspection is required as a condition of employment. Refusal to consent may result in disciplinary action, up to and including separation from employment.

Nautilus International Holding Corporation Family of Brands Employee Handbook

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7.2.1 Alcohol and Drug Rehabilitation

An employee who may have an alcohol or drug problem is encouraged to seek treatment before their performance or conduct is affected. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, unless it imposes an undue hardship on The Company. You may use any available sick leave as well as any accrued, unused vacation benefits to which you are entitled for the purpose of entering and participating in such a rehabilitation program.

A request by an employee for assistance or participation in an alcohol or drug rehabilitation program may not be used by the employee as means of avoiding any disciplinary action, up to and including separation from employment, when there has been a violation of this policy.

7.2.2 Workplace Violence Prevention Policy

The Company is committed to providing a workplace that is free from acts or threats of violence being exhibited from or towards an employee, vendor, or customer. Violence presents a serious occupational safety hazard to our organization, staff, and customers and adherence to this policy to increase protection for employees and provide a secure workplace. The Company believes prevention of workplace violence begins with recognition and awareness of potential early warning signs of a situation that presents the possibility of violence. Accordingly, The Company prohibits any employee from threatening or committing any act of violence in the workplace or while on company business.

Be aware of persons loitering on Company property for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas), and you are encouraged to recommend appropriate corrective actions to prevent workplace violence and limit access to work areas by unauthorized persons.

You are expected to cooperate in helping to keep the workplace free from problems that are associated with activities that appear to be illegal, unauthorized or potentially violent. Accordingly, you must immediately notify your supervisor or any other management personnel of the existence of any such activities or security hazards that you may become aware of during your employment and are required to participate in any investigations regarding violations or potential violations of this policy. All reports of workplace violence will be taken seriously, reviewed promptly, and appropriate corrective actions will be taken.

You should request assistance from the nearest available manager to help resolve any difficult situation or security problem. Do not confront any person who is hostile or overly agitated. Instead, you should immediately report to management any persons who act in a suspicious, hostile, or violent manner.

This prohibition against threats and acts of violence applies to all persons involved in Company operations, including, but not limited to, all company personnel, contract workers, temporary employees, and anyone else conducting Company business off Company property. Violations of this policy, by any individual, may lead to disciplinary and/or legal action as appropriate.

7.2.3 Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more employees. Workplace violence may involve any threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the Company or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve employees, agents, or individuals acting as a representative of the Company, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

Workplace violence includes but may not be limited to

- Threats of any kind.
- Threats or acts of physical or aggressive contact or behavior directed toward another individual, their family, friends, employees or property.
- Physical assault.

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Section P – 3 & 4

Metro Shore Services, LLC training for seasonal ports typically occurs at the start of each season leading up to the first turn. We may hold periodic customer service training sessions based on recruitment needs and/or staffing levels.

Operations for year round ports typically occurs in the month leading up the busier time of the year. Several sessions will be scheduled to accommodate various staff schedules and clients needs. Refresher training is held every 6-12 months thereafter depending on needs and/or in the event circumstances mandate due to a client requirements.

2021

Employee Handbook



Nautilus Group of Companies



EMPLOYEE HANDBOOK
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1 INTRODUCTION

1.1 Welcome to Nautilus International Holding Corporation

Welcome to Nautilus International Holding Corporation, which includes Metropolitan Stevedore Company, Pacific Warehouse Company, Metro Cruise Services LLC., Southeast Crescent Shipping Company, Metro Shore Services LLC., Nautilus Management Services Inc., Suderman Contracting Stevedores, Inc., Terminal Security Solutions Inc., Great Lakes Stevedoring LLC., and Metro Events LLC., hereinafter referred to as, The Company.

A large and important part of our lives is spent on the job. Our employees have been the basis of our success and are the foundation of our future. You were hired because we believe you can contribute to the success of our business and know you will provide your best efforts in the performance of your job and becoming a successful member of our team. The Company is committed to quality and unparalleled customer service in all aspects of our business. As part of the team, we hope you will discover that the pursuit of excellence is a rewarding aspect of your career.

This employee handbook contains the key policies, goals, benefits, expectations of the Company, and other information you will need. We hope your employment with us is pleasant and mutually beneficial.

1.2 About the Employee Handbook

This employee handbook tells you about our organization and explains our policies, employee benefits and operating procedures currently in effect, as well as your responsibilities as an employee of The Company. It supersedes and replaces any previously issued Handbook. This handbook should not be interpreted to create any express or implied contractual rights between The Company and any employee, or to create any promise or representation of continued employment for any employee. Your employment with us is on an at-will basis. This means that your employment relationship may be terminated at any time either by you or The Company whether for cause or without cause, unless expressly prohibited by law.

This handbook does not cover every aspect of your employment with The Company, and it is not intended to provide all policies, practices and procedures. Consequently, The Company may amend the contents of this handbook at any time at its sole discretion. The Company retains the right to change, modify, add, suspend, interpret or discontinue any of its policies, procedures, practices, work rules or benefits, whether or not included in this handbook and changes will be communicated to you through a memo or handbook update. No oral statements or representations can change the provisions of this employee handbook.

Many of the guidelines and benefits contained in this handbook have been summarized from policy statements, insurance contracts, and benefit plan documents. As it pertains to a more current provision of a policy, contract or benefit plan document, the current policy, contract, or plan document will prevail. You should keep this handbook as a guide and reference. If you have any questions as you read through this handbook or when questions arise which are not answered in this handbook, please do not hesitate to ask your supervisor or Human Resources.

This handbook is the property of The Company. The information contained herein is proprietary to this Company and may not be copied or reproduced without the express written permission of management. This handbook has been prepared for the express use of personnel employed by The Company.

1.3 About The Nautilus Family of Companies

A. PRESIDENT'S MESSAGE

I want to congratulate and thank you for making the decision to join Nautilus International Holding Corporation's family of companies. Our greatest asset and a critical key to our success over the past century is our people. Our people, our culture and our history differentiate us from others who provide similar services within our industry. We have hired you because we believe your experience, skills and character align with our organization and will contribute to our ongoing success. We expect and depend upon you and each employee of the Company to perform your role to the best of your abilities and in alignment with our Mission, Vision and Values of the Company.

Mission

To consistently deliver safe, efficient, innovative and environmentally responsible maritime operational solutions for our customers.

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Vision

Nautilus International Holding Corporation will continue to grow our business by leveraging 100+ years of stevedore experience to deliver innovating and efficient operational solutions to our customers. We will focus our growth efforts within our core competencies while seeking opportunities to bring value added services to our customers through business adjacencies. By leveraging standardized business processes, empirical data and industry best practices, Nautilus International Holding Corporation will ensure scalability across all existing and new operations.

Values

- Safety First
- Environmental Stewardship
- Integrity
- Continuous Improvement
- Reliable and Responsive

We are pleased to have you as a member of our team. We hope that your employment proves mutually beneficial and we are confident that you will make an important contribution to our future. Every employee within the Company has an important role to play in our success.

Welcome aboard!

Robert Owens
President and CEO

B. ABOUT METRO PORTS

The Metro Ports brand is composed of four independent entities:

1. The Metropolitan Stevedore Company,
2. Suderman Contracting Stevedores, Inc.,
3. Southeast Crescent Shipping Company, and
4. Southeast Maritime Services LLC.



For ease of reference and convenience only, this handbook refers to Metro Ports and its independent subsidiaries collectively as The Company. The Company is then used to refer to your specific employer entity, and this handbook applies as uniform general policy for all employees of The Metropolitan Stevedore Company, Suderman Contracting Stevedores, Inc., Southeast Crescent Shipping Company, and Southeast Maritime Services LLC, except to the extent that any distinct policies of employment may be adopted by the written authorization of the president of a particular employer entity within The Company. Any employees covered by a union collective bargaining agreement are governed by the terms of that agreement to the extent there is any express conflict with this handbook.



The utilization of the Metro Ports name in branding key operating companies pays homage to the rich experience and history of The Metropolitan Stevedore Company, formed as a California corporation in 1923 but having business roots dating back to its original parent corporation in San Francisco, California, which formed in the 1850s and incorporated in 1901. As the decades passed, The Metropolitan Stevedore Company became generally known as Metro Ports, so the decision was made to use Metro Ports as the new brand of various operating companies.

Whether you have just joined our staff or have been with The Company for a while, we are confident that you will find our Company a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider our employees to be one of our most valuable resources.

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C. ABOUT METRO EVENTS



For the world traveler, Pier 27 and Pier 35 are cruise terminals. For the facilitators of commerce, Pier 29 is a warehouse. For the savvy event planner, these spaces are blank canvases ready for the imagination. The three San Francisco waterfront venues of Metro Events are large, flexible, and customizable spaces, perfect for corporate receptions, private parties, fundraisers, tasting events, expos, etc. The possibilities are endless! Our Event spaces offer water and city views, outdoor spaces, and expansive windows to frame the iconic skyline of San Francisco. Innovators and established brands like Salesforce, eBay and Johnson & Johnson have hosted events with Metro Events.

D. ABOUT METRO CRUISE & METRO SHORE



Specializing in cruise terminal and stevedoring operations, Metro Cruise and Shore are the preeminent cruise service providers for all major cruise ship lines. Metro Cruise is a solution-based company that strives to set the bar for individualized service to the cruise industry. We are committed to the seamless delivery of personalized service and memorable experiences for

clients and guests from all over the world.

For over 150 years, we have upheld a tradition of excellence. We provide cruise terminal management, stevedoring, ship's agency, terminal security services, shore excursions, and ground guest services. As cruise industry veterans, we are driven by our strong reputation of integrity, efficiency, and execution.

E. ABOUT TERMINAL SECURITY SOLUTIONS



Terminal Security Solutions (TSS) is a maritime security services firm providing customer service-focused, manned security solutions coupled with tailored operating procedures, cutting-edge training programs, security equipment and the requisite oversight to operate in today's heavily regulated and fast-paced cruise, port and cargo terminal industries.

TSS' specially trained personnel, integrated screening equipment, training programs, U.S. Coast Guard accredited certification courses and consulting services are exportable to all Maritime Transportation Security Act & International Ship and Port Facility Security Code regulated facilities and vessels.

TSS is led by dynamic maritime industry professionals that not only understand the requirements of the MTSA and the ISPS Code, but have the experience of implementing such regulations in a very challenging environment.

1.4 Company Philosophy on Employee Relations

No company is free from day-to-day problems, but we make every effort to provide satisfactory working conditions and wages and benefits that are comparable to employers and industries in the area in which we operate. If you have questions or concerns about working conditions or our employment practices, you are welcomed and encouraged to talk openly and directly with your supervisor, the Human Resources Department, or any member of management.

Our experience has shown that when employees engage directly with their supervisors and managers, the work environment can be outstanding, communications can be clear, and attitudes and working relationships can be positive. We believe that The Company has demonstrated and will continue to demonstrate its commitment to our employees by responding effectively to employee suggestions, questions and issues.

To maintain direct employee communications and the harmonious relations we enjoy with our employees we will respect and protect the rights of employees to speak for themselves and will continue to work with our employees directly rather than through any outside third party.

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1.5 Customer Relations

Satisfied customers are our most valuable assets since they are the ones who can assure us of success. Our company has never wavered from its commitment to satisfying our customers. All employees contribute toward customer satisfaction. Any time customers come into contact with any aspect of The Company, it is our opportunity to form a positive and lasting impression of our business and our dedicated employees.

Satisfaction is a composite of many things – professionalism, courtesy, responsiveness, professional appearance, a friendly atmosphere, and a genuine concern for the customer – things that cost little but are so important to customers. Successful customer relations also involve providing quality products and services that consistently meet and exceed the expectations of our customer; such as meeting deadlines and bringing projects or work assignments to completion on time.

Customers are to be treated courteously and always given proper attention. Never regard a customer's question or concern as an interruption or an annoyance. You must respond to inquiries from customers, whether in person or by telephone, promptly and professionally. Never argue with a customer. If a problem develops or if a customer remains dissatisfied, ask your supervisor or manager to intervene or for assistance.

Please do not place a telephone caller on hold for an extended period of time. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show your desire to assist the customer in obtaining the help he or she needs. If you are unable to help a customer, find someone who can.

All correspondence and documents, whether to customers or others, must be neatly prepared, professionally written and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

It is; therefore, the responsibility of every employee to be pleasant, have a positive attitude, and always provide prompt and courteous services to our customers.

1.6 Business Ethics and Company Integrity Policy

The successful business operation and reputation of The Company is built upon the principles of fair dealing and ethical conduct of our employees. Employees are expected to act ethically, honestly, and with the highest standard of personal integrity in the performance of their job responsibilities. For example, offering or accepting any bribes, kickbacks or anything else of value to obtain or retain business or secure some other improper advantage is strictly prohibited. Employees must comply with applicable laws and regulations governing our operations and must conduct their business affairs according to the highest legal and ethical standards.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your supervisor, the manager, the president/Chief Executive Officer (CEO) or the Human Resources Department for advice and consultation. Reports of alleged or suspected violations of corporate policies and regulations will be kept private and confidential to the extent possible consistent with the need to conduct an adequate investigation. Employees can raise concerns, report problems, or make complaints without fear of reprisal.

For additional guidance, employees should refer to the Business Ethics Policy last revised 2012 and the Advance Notice of Company Integrity policy last revised 09/26/2018, which they received and signed upon employment with The Company or at time of revision.

2 EMPLOYMENT

2.1 Equal Employment Opportunity and Anti-Discrimination

The Company is an equal opportunity employer and makes all employment decisions without regard to race, color, ethnicity, religion (including religious dress or grooming practice), sex or gender (including gender identity and gender expression), sexual orientation, pregnancy (including childbirth, breastfeeding or related medical conditions), age, disability status, national origin or citizenship status, marital status, ancestry, medical condition, genetic characteristics or genetic information, military service, military obligations or protected veteran status, or any other characteristics protected by federal, state, or local laws prohibiting discrimination.

This equal employment opportunity (EEO) and anti-discrimination policy applies to all employment terms and conditions including but not limited to recruitment, employment, wages and salary administration, employee benefits, discipline and performance management, training, promotions, transfers, working conditions, layoffs, and terminations. Job aptitude, ability and other job-related tests may be

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given to help determine a person's qualifications and abilities to perform the essential functions of a specific job. Accommodations for such can be provided if needed.

Any employee with questions or concerns about any type of discrimination in the workplace should bring these issues to the attention of his/her supervisor, the manager, Human Resources, or any other member of management, including the president/CEO of The Company. Employees can raise concerns, report problems, or make complaints without fear of reprisal. Anyone found to be engaging in any type of prohibited discrimination would be subject to disciplinary action, up to and including separation from employment.

2.2 Disabled Employees and Job Applicants

The employment related provisions of the Americans with Disabilities Act (ADA) apply to all employees and job applicants seeking employment with The Company. Under the ADA a qualified individual with a disability is an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

The Company will attempt to provide reasonable accommodation for known physical or mental limitations, if a job applicant or employee is otherwise qualified, unless undue hardship would result. In general, a disabled individual is one who currently has, is regarded as having, or has had a record of a physical or mental impairment that limits or substantially limits one or more of the major life activities of such individual. Such major life activities include, but not limited to, walking, seeing, hearing, speaking, standing, sitting, reaching, lifting, bending, eating, breathing, sleeping, reading, learning, concentrating, thinking, communicating, performing manual tasks, and caring for oneself.

An applicant or employee who requires accommodation to perform the essential functions of the job should inform The Company and request an accommodation. The individual with the disability should specify what restrictions they have and what accommodation he or she believes would enable them to perform the job. The Company will engage in a timely, interactive process with the applicant or employee to determine an effective reasonable accommodation.

2.3 Policy Against Harassment

The Company is committed to maintaining a work environment that provides equality, respect and dignity and is free of harassment, bullying or other abusive conduct. In keeping with this commitment, we will not tolerate harassment of any person, including any applicant, employee, manager, supervisor, co-worker, customer, independent contractor, supplier, vendor, visitor, or anyone who conducts, attempts to conduct or is solicited for business with The Company.

Harassment is any unwelcome or unwanted speech, action or conduct that is offensive or abusive that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), and the Americans with Disabilities Act of 1990 (ADA). *Harassment of any kind whether verbal, physical, or visual that is based upon an individual's race, color, religion (including religious dress or grooming practice), sex or gender (including gender identity and gender expression), sexual orientation, pregnancy (including childbirth, breastfeeding or related medical conditions), age, physical or mental disability, national origin or citizenship status, marital status, ancestry, medical condition, genetic characteristics or genetic information, military service or veteran status, or any other characteristics protected by federal and state laws prohibiting discrimination, harassment and retaliation is specifically prohibited.* Examples of prohibited harassment include derogatory remarks or slurs, negative stereotyping or off-colored jokes or comments; circulation of offensive written or graphic materials, jokes, cartoons, pictures, e-mails, texting, instant messaging or computer transmissions; and gestures that demean, intimidate, ridicule, torment, or show hostility toward an individual because of their protected personal characteristics.

The Company will not tolerate harassing behavior that affects tangible job benefits, that interferes with an individual's job performance, or that creates an intimidating, hostile, or offensive working environment for employees, visitors or anyone conducting business with The Company. The Company also prohibits abusive conduct or bullying in the workplace such as repeated verbal abuse, derogatory remarks, insults and epithets; verbal or physical conduct that is threatening, intimidating or humiliating; or gratuitous sabotage or undermining of a person's work performance.

Sexual harassment is one specifically prohibited type of harassment. Unwelcome or unwanted sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment. It is harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct had the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment can also be based on gender, but it does not

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need to be sexual in nature. For instance, jokes that are based on gender or offensive comments that are directed specifically at one's gender can constitute sexual harassment.

Other examples of sexual harassment may include sexual propositions, advances, favors, demands, threats, or assaults or stalking; sexual favoritism; sexual innuendoes, suggestive comments, or excessive flattery; questioning of a personal nature such as sexual remarks about a person's physical appearance or dress; unwelcome discussion of one's sexual experiences, desires, etc.; repeated requests for dates; sexually oriented "kidding," "teasing," or "practical jokes;" offensive or obscene language or gestures; leering or staring; whistling or hooting; offensive, obscene or sexually suggestive or explicit printed materials, pictures, posters, cartoons, graffiti, calendars, e-mails, texting, instant messaging, or computer transmissions (e.g., inappropriate screen savers or transmitting or displaying sexually provocative pictures or text); and inappropriate physical contact or touching of a sexual nature (e.g., brushing, patting, hugging, pinching or shoulder rubs).

2.3.1 Management Responsibilities

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.
- Ensure your direct manager and HR are made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

2.3.2 Procedures for Reporting and Investigating Harassment and Discrimination

All employees are responsible for helping to ensure a workplace is free from discrimination or harassment. If an employee feels they have been subjected to any form of harassment or discrimination, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, the employee should firmly and clearly tell the person engaging in the harassing and/or discriminating conduct that it is unwelcome, offensive, and should stop at once. The employee who has experienced or witnessed harassment or discrimination is required to immediately report the situation by providing the facts and other details of the incident(s), names of the individuals involved, and any witnesses to their supervisor, manager, Human Resources, or any other member of management, including the president/CEO of The Company. These are the individuals who are authorized by this policy to receive and act upon reports or complaints of harassment or discrimination on behalf of The Company.

Delay or failure to report harassment hurts both The Company and the alleged victim. Any employee, supervisor or manager who believes they have been harassed or who becomes aware of alleged incidents of harassment or discrimination is to immediately report such incidents or refer any complaints to Human Resources. Retaliation against any employee for reporting a problem, filing a complaint, bringing inappropriate conduct to The Company's attention, or participating in an investigation or proceeding is strictly prohibited and may result in disciplinary action up to and including separation from employment.

All employees must recognize that harassment, discrimination and retaliation not only violate the rules of common courtesy and are a violation of The Company's policy, but also are illegal under federal and state employment discrimination laws. It is our policy to investigate all reports or complaints of harassment or discrimination thoroughly, promptly, and discreetly. All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment will be given an opportunity to defend themselves verbally or in writing during the investigation. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge. Investigations may also include review of email, text messages, photographs, camera footage, etc. Failure to provide company property for review may result in immediate separation of employment.

To the extent practicable, the confidentiality of an employee or any other person who has reported a problem and that of any witnesses and the alleged offending party will be protected against unnecessary disclosure consistent with the need to conduct an adequate investigation. The outcome of the investigation and a timely resolution of each complaint will be reached and communicated to the employee and the other parties involved.

2.4 Penalties for Violation of Anti-Harassment and Discrimination Policy

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct and take such action as is appropriate under the circumstances. Such action may range from counseling to separation from employment and may include such other forms of disciplinary action (such as, for example, suspension), as the Company deems appropriate under the circumstances and in accordance with applicable law.

2.5 Conditional Offers of Employment

Offers of employment are conditioned on the results of pre-employment screenings based on the role and location. These may include reference checks, background checks, chemical substance screen and/or Department of Motor Vehicle record check, which will be at the sole expense of The Company. Those candidates who accept such offers will also be required to complete the required new hire paperwork, which includes signing the Handbook Acknowledgement and Agreement, and any other Company policy statements or agreements. Individuals, who do not successfully complete all pre-employment processes required for employment, sign the Handbook Acknowledgement and Agreement, or meet any other condition associated with the employment offer may have their offer of employment withdrawn or their employment terminated. Furthermore, any misrepresentation, falsification or omission of information in an employment application may result in the denial of employment or, if hired, may result in immediate dismissal regardless of the time elapsed before discovery.

2.6 Employment Eligibility Verification (I-9)

The Immigration Reform and Control Act of 1986 makes it unlawful for employers to knowingly hire an individual who is not authorized to work in the United States or to continue to employ an individual once the employer becomes aware that an employee is not authorized to work in this country. Accordingly, we must verify the employment status and the personal identity of all new hires or re-hires by examining certain documents that have been approved by the U. S. Citizenship and Immigration Services as acceptable proof of employment eligibility. Within three (3) business days of the date employment begins, the employer must examine documents presented by a new hire that give evidence of the employee's identity and employment eligibility to work in the U.S. by completing the employment eligibility verification form (I-9). Likewise, the employer must re-verify the employment authorization when a former employee is rehired within three (3) years of the date that the I-9 form was originally completed or complete a new I-9 form on the rehired employee.

For all employees hired, the employer must state on a special federal form (I-9) that the employee's right to work status has been verified, and the employee must also attest to their lawful right to work in the United States on this form. In addition, The Company participates in the E-Verify program to verify the employment eligibility of newly hired employees. E-Verify is an internet-based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA). The E-Verify program allows employers to electronically validate information taken from the I-9 form against the SSA's database on social security numbers and DHS' immigration databases. If an employee's unauthorized work status becomes known after the employee is hired, it would be unlawful for the employer to retain that employee.

2.7 At-Will Employment

It must be remembered that the continuing employment relationship is based upon the mutual consent of the employee and The Company. All employment with The Company is for an unspecified period and is "at-will." This means that the employment relationship between you and The Company may be terminated either by you or by The Company at any time, with or without notice, for any or for no reason, and with or without cause. Nothing in this policy or any other policy of The Company should be interpreted to conflict with or to eliminate or modify in any way, the at will employment status of The Company's employees. Nothing in this handbook is intended to constitute a contract of employment, express or implied.

Additionally, the terms of your employment at The Company, including but not limited to, promotion, demotion, discipline, transfer, compensation, benefits, duties, and location of work, may be changed by The Company at any time, with or without notice, and for any or for no reason. Although other terms or conditions of employment may change, this at-will employment relationship will remain in effect throughout your employment with The Company, unless there is a written agreement to the contrary. No employee or representative of The Company other than the president/CEO has any authority to enter into an agreement to employ an employee for any specified period or to make any agreement inconsistent with the terms of this policy. This at-will nature of your employment relationship cannot be changed, modified, waived, or rescinded except by an individual written agreement signed by you (or by an authorized representative on your behalf) and the president/CEO of The Company. Any verbal or written representations by anyone to the contrary are invalid and should not be relied upon by anyone.

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2.8 New Employee Orientation and Your Job Duties

During the initial weeks of work, relevant staff members will normally conduct a new employee orientation to assist new personnel in becoming acquainted with The Company. Some of the items covered during the orientation may include the history and mission of The Company, departmental responsibilities, job duties and performance standards, applicable personnel policies, operational policies and procedures, employee benefits, safety, and proper use of Company tools and equipment. Employees are encouraged to ask their supervisor, manager or Human Resources any questions to become better informed about their job responsibilities and The Company.

Be aware that your job responsibilities or work hours may change at any time during your employment. From time to time, you may be asked to work outside the hours you are usually scheduled or different work hours. Your cooperation and assistance in performing such additional work or working a different work schedule is expected. The Company reserves the right, at any time, with or without notice, to change work schedules, to alter or change job duties, reassign or transfer any employee to another job position, or assign additional job responsibilities.

2.9 Employment Categories

The Company has established various categories of employment to meet its operating needs and to permit options in hiring employees. A change in an employee's classification is effective only if made in writing by The Company. All employees are to be classified into one of the following categories:

1. **REGULAR FULL-TIME:** Employees hired for regular, continuous service and who regularly work 30 or more hours per week. Full-time employees normally work 40 hours per week. Generally, full-time employees are eligible for The Company's benefit package, subject to the terms, conditions and limitations of each benefit program.
2. **REGULAR PART-TIME:** Employees hired for regular, continuous service and who regularly work less than 30 hours per week.
3. **TEMPORARY:** Employees hired on a day-to-day or "as needed" basis for a limited duration or for a specific project or projects who will not work more than 1,000 hours in any 12 consecutive calendar months. Temporary positions are not intended to be a part of continuing operations. Temporary full-time and part-time employees are not eligible for employer-sponsored employee benefits, unless otherwise specified by Company policies or required by applicable law.

None of The Company's categories guarantee the actual number of hours scheduled to be worked or employment for any specific length of time. Therefore, either The Company or the employee may terminate the employment of any employee, at any time, for any or for no reason, with or without cause or notice.

2.10 Exempt and Non-Exempt Status

Depending on an employee's job duties and responsibilities, each employee is classified as either "Exempt" or "Non-exempt" for payroll purposes. These two terms refer to whether an employee is exempt from the overtime provisions of applicable state and federal laws. If you have questions regarding your status as an exempt or non-exempt employee direct them to Human Resources.

Exempt Status

Employees whose positions meet the necessary legal requirements are classified as "Exempt." Employees who are exempt from state and federal overtime provisions do not receive overtime pay even though they may work more than eight hours in a workday or more than 40 hours in a week from time to time. Exempt employees are paid on a salaried basis and are primarily engaged in performing exempt managerial, administrative and professional duties, as well as employees who are outside salespersons.

Non-Exempt Status

Employees whose positions do not meet certain legal requirements necessary for exemption from applicable overtime laws are classified as "Non-exempt." Non-exempt employees are entitled to overtime rates for each hour of daily or weekly overtime work. Non-exempt employees may also be entitled to meal break and rest breaks. No overtime work is permitted unless approved in advance by the employee's supervisor. Federal or state wage and hour laws govern the overtime rates.

2.11 Personnel Records

The Company maintains files of current and former employees consistent with its own needs and to comply with other requirements established by federal, state or local law, and restricts access or disclosure of your personnel file to only authorized individuals. Any

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health or medical information or documents are confidential and kept separate from the personnel file. The Company will safeguard them from disclosure and will divulge such information to others only as permitted or required by law, to others with permission of the employee, or as required for workers' compensation regulations.

Employees wishing to review their personnel files must request an appointment to do so with their supervisor during normal working hours. Files will be reviewed under the supervision of your supervisor or Human Resources.

Employees may take notes related to documents in their personnel file; however, no alterations of these records are permitted nor can a document be added to or removed from the file at the time of an employee's review. Employees may request and receive a copy of any document containing their signature as well as other pertinent documents relating to an employee's performance or to any grievance concerning the employee, or as required by applicable state law.

2.12 Change of Personal Information

It is important that all personal information about each employee always be up to date. To facilitate the maintenance of accurate personal information, any time an address, telephone number, name, emergency contact, or other personal information changes, employees must immediately update personal information via their access to a convenient, web-based, self-service portal. To facilitate the maintenance of accurate benefits information, employees are to also notify the Human Resources Department when there has been a change in beneficiary designations as in the case of marital or domestic partnership status and names and numbers of dependents.

2.13 Employment Verification Requests

All employment verification requests, either verbal or written, must be forwarded to Human Resources. All responses by The Company to such requests will be restricted to dates of employment and the last or current job title held by an employee. Requests for salary and any other additional information must be made in writing and accompanied by your signed authorization to release this information.

2.14 Employment of Relatives

The Company does not prohibit relatives, spouses, and domestic partners from applying for job openings. However, such relatives, spouses, and domestic partners will not be given priority or preference over other applicants. Should a relative, spouse or domestic partner of an employee be hired, he or she may not supervise or be supervised by their relative, spouse or domestic partner, or be placed in a position that may cause difficulties for supervision, safety, security, morale, or create a potential conflict of interest.

For the purposes of this policy, a relative is defined as any person related to an employee by blood, marriage, domestic partnership, or adoption; or whose relationship with the employee is similar to that of persons who are related by blood, marriage, domestic partnership, or adoption. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

2.15 Re-employment or Rehiring of Former Employees

Former employees who voluntarily terminate their employment with The Company may be eligible for rehire. Consideration will be given to factors concerning prior work experience, work record while employed at The Company, and circumstances involving the prior separation from The Company. Employees who had been terminated for violating company policies or workplace conduct rules, or who resign in lieu of discharge are barred from re-employment.

Employees who become re-employed are considered new employees unless their break in service was for 90 days or less. Consequently, all employees who are rehired with a break of service of more than 90 days are not credited with any prior service they may have had with The Company. Eligible employees may re-enroll in The Company's group insurance and retirement plans in accordance with the benefit plan requirements or as permitted by applicable law and become eligible for vacation or paid sick leave per regular new hire standards and/or state regulations. For those returning prior to 90 days, any break in service time will be deducted from the employee's original service date for purposes of vacation and sick leave accruals.

2.16 Outside Employment or Activities

Any "outside" employment or business activity must be considered secondary to your employment with The Company. The Company prefers that employees not accept employment outside of The Company. The Company is not only concerned with the possibility of a conflict of interest, but also the possibility of negative effects on the employee's job performance and commitment to our organization.

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Employees are to conduct only Company business while at work. Employees may not conduct personal business or business for another employer or organization during their scheduled working hours.

Employees may engage in work outside their regular work schedule at The Company, provided the work does not detract from their job performance, is not harmful to The Company's best interests, does not present a conflict of interest, or breach confidentiality as outlined in Section 2.17 or 2.18 of this handbook. Any outside employment or business activity that interferes with an employee's ability to perform their job duties or to be available for work, creates a direct conflict of interest, or would constitute a material and substantial disruption of The Company's operation is prohibited. Employees cannot work for a competitor of The Company nor can they work on their own if it competes in any way with the sales of products or services we provide our customers.

You are to disclose and discuss any outside work or business activities with the manager prior to undertaking such activities to ensure that a conflict of interest will not arise. The Company's Workers' Compensation Insurance will not pay for illness or injury arising from any outside employment or outside business activity.

If you are unable to maintain acceptable performance standards while engaged in any outside employment or business activity, you may be subject to disciplinary action, up to and including separation from employment.

2.17 Conflicts of Interest

Employees must avoid entering into transactions where it may appear that they are improperly benefiting from their employment with The Company. In general, a "conflict of interest" describes any situation in which the employee's own interest may influence the way he or she handles Company business. This includes the use of an employee's position or relationship with The Company for personal profit or advantage, either directly or indirectly. Situations that may involve a conflict of interest between personal interests and the interests of The Company must be discussed with the manager, vice president of Human Resources or the president/CEO in order to protect the employee and The Company and obtain written approval of such activities.

Employees must not engage in any conduct that would create an actual or potential conflict of interest or create the appearance of such a conflict. While it is impossible to list every circumstance that may create a possible conflict of interest, the following should serve as a guide to the types of activities that may cause such a conflict:

1. Having a direct or indirect financial or ownership interest in an outside concern that does business with or is a competitor of The Company (except where such financial or ownership interest consists of securities of a publicly owned corporation regularly traded on a public stock exchange).
2. Providing managerial, consulting or other services to any outside concern that does business with, renders any services to, or is a competitor of The Company; except with the knowledge and written consent of the president/CEO.
3. Soliciting business for any individual or another entity, redirecting business away from The Company, or interfering with any contractual relations or business dealings of The Company.
4. Accepting or giving gifts or gratuities of more than token value, loans, excessive entertainment, or other substantial favors from or to any outside concern, which does or is seeking to do business with, or is a competitor of The Company. For the purposes of this policy, gift of "token value" means a value of not more than fifty (\$50) dollars. Acceptance of all such gifts, entertainment and/or favors that may have a value in excess of fifty (\$50) dollars must have the prior written approval of the president/CEO.
5. Offering or accepting any bribes, kickbacks or other illegal payments to obtain or retain business or secure some other improper advantage is strictly prohibited.
6. Representing The Company in any transaction in which there may be or is a conflict of interest.
7. Disclosing or using confidential information relating to The Company for personal profit, advantage, or any other reason. This does not pertain to employees discussing or disclosing their own wages or salaries as well as working conditions with others.
8. Engaging in a supervisor-subordinate or co-worker romantic relationship that can result in favoritism, morale problems, or possible claims of sexual harassment.
9. Accepting outside employment or work, directly or through an intermediary, which can or will adversely affect an employee's productivity or availability for their position with The Company.

This list is not intended to be used as a substitute for good judgment. If you find yourself in a relationship or situation that may possibly give rise to a conflict of interest, you must make an immediate disclosure to the manager or Human Resources to protect the interests of both The Company and you. If the existence of any conflict of interest is determined, The Company will take appropriate corrective action. Failure to disclose a conflict of interest and any relevant facts may result in disciplinary action, up to and including separation from employment.

2.18 Trade Secrets and Confidentiality

All employees must treat any information relating to the business of The Company and any of its activities, projects, or customers as confidential, and not divulge or disclose any of this information to outside parties, including family and friends, without the prior written consent of the president/CEO. All such information must be kept completely confidential during, and after, employment with The Company. The following examples are intended to serve as a guide to the types of such information and material:

1. Matters of a business nature such as proprietary information and trade secrets regarding the development of systems, processes, know-how and technology; business plans, projects and proposals; disbursements, revenues, costs, and delivery volumes; contracts and forms; fees, billing practices, business records, financial statements, sales records, invoices, pricing, and profits; client information and lists; vendor lists and information contained in vendor files; and all data regarding marketing activities, clients, distributors and vendors; and plans for future expansion or business development.
2. Matters of a non-public, technical nature such as manner of operations, processes, company reports, computer programs, software and supporting documentation, security codes, training programs, procedure manuals and related methods or technologies.
3. Confidential data about employees, including employee pay rates and performance evaluations. This does not pertain to employees discussing or disclosing their own wages or salaries, or those of others, as well as working conditions with others.
4. Information pertaining to the development, modifications and improvements of any services or products and the results of all such services or products provided to The Company's customers.
5. Any information, which, if disclosed, could adversely affect The Company's business.

Because employees will gain knowledge of The Company's business affairs, customers and methods, including The Company's computer systems, techniques and processes devised and used by The Company at The Company's expense, all records, notes, files, memoranda, reports, drives, emails and other tangible expressions and all copies of such records relating to The Company's business prepared by employees or disclosed to employees will remain the sole and exclusive property of The Company.

Employees are expected to comply with the terms of any confidentiality, non-disclosure, non-solicitation and non-compete agreements. Except as required in the performance of your duties, employees must not at any time during or after their employment use, disclose or disseminate any confidential information or any other information of a secret, proprietary, or generally undisclosed nature relating to The Company, or its products, services, customers, plans, procedures or processes. Upon separation of the employment relationship or at any time upon The Company's request, employees must deliver to The Company any and all copies of confidential information, or other company property.

2.19 Performance Evaluations for Full-Time Employees

Performance reviews are conducted annually for full-time employees. During the performance evaluation, you and your supervisor will discuss the work being done, your progress, strengths, performance areas that need improvement, new skills to be learned, and goals to be considered or requirements to be met.

An initial review may be conducted after the completion of an employee's introductory period. Thereafter, employees may receive performance reviews annually generally conducted in July or as determined by management. Employees should not construe or assume that any delay by management to conduct a performance review or not receiving a periodic performance evaluation indicates that they are performing their job duties in a satisfactory manner. Employees who have not received a performance review should ask for feedback from their Supervisor and arrange a time to discuss their performance with their Supervisor.

When conducted, performance reviews do not guarantee a wage or salary increase. In the event of unusual economic conditions or other business reasons, The Company may elect to freeze or reduce pay rates. Performance reviews do not alter or change the at will nature of employment.

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2.19.1 Wage and Salary Reviews

Salary and wage rates are based upon an employee's job duties and responsibilities, work performance, potential for promotion, pay practices in the area, and the economic conditions of The Company. Pay increases are not automatic and are solely within the discretion of management and depend upon many factors in addition to performance. Any wage and salary review of employees will depend, in part, based on either meeting or surpassing performance standards and demonstrating effectiveness in defined performance competencies such as: Customer Focus, Decision Quality, Action Oriented, Drives Results, Collaborates, Communicates Effectively, Demonstrates Self-Awareness, as well as other performance factors as deemed appropriate by management. The pay rates for part-time and temporary employees are not reviewed on a regular basis and may be adjusted when considered appropriate by The Company.

Performance reviews, salary or wage increases, and promotions do not in any way modify the at-will employment policy, which permits either the employee or The Company to separate the employment relationship at any time with or without cause or notice.

2.20 Separation from Employment

2.20.1 Exit Interviews

At management's discretion, exit interviews, may be conducted with employees due to a separation of employment. This interview allows you to communicate your views on working at The Company as well as the job requirements, operations and training needs of the position.

2.20.2 Voluntary Separation from Employment

When an employee resigns for personal or other reasons, the separation is considered voluntary. If you decide to voluntarily resign from your position, please give written notice, and please include all reasons for your resignation to your Supervisor.

Except for any qualifying FMLA triggering events, an employee who has been absent for three (3) consecutive scheduled shifts, unless otherwise specified by your location, without notification to their Supervisor will be considered to have abandoned their job and voluntarily resigned employment without notice. Failure to return from an approved leave of absence or vacation within the time limits established also will be considered as a voluntary separation from employment without notice. The date of the expiration of the leave or vacation will be the separation date.

2.20.3 Involuntary Separation from Employment

An involuntary separation is one that is initiated by The Company for any reason other than reduction in force. A layoff is an involuntary separation that is initiated by The Company because of reorganization, position elimination or declining operations.

2.20.4 Final Pay

At the time of separation, all wages in addition to applicable accrued and/or earned paid time off benefits due to employees, whether voluntary or involuntary will be paid in accordance with the employee's respective state or local laws.

2.20.5 Return of Company Issued Property

It is the responsibility of any separating employee to return all property issued by The Company to him or her at any time during their term of employment that has not previously been returned to The Company. All such property, including any keys, badges, uniforms, laptops, cell phone or other equipment, company credit cards, manuals, documents, and other items that separating employee may have in their possession, must be returned on or before the last day of work.

3 BENEFITS

3.1 Communication of Benefit Programs for Full-Time Employees

All employees will receive information regarding benefits during the new employee orientation and from the Employee Handbook. Summary Plan Descriptions (SPDs) and/or access to more detailed benefit documents will also be provided in accordance with benefit plan regulations. If you have any questions regarding benefit matters, direct your questions or concerns to Human Resources who will be available to assist you.

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The Company reserves the right to change, suspend or terminate any benefit as well as to require or change employee contributions toward group insurance premiums at its sole discretion. Employees will be notified of any changes in employee benefit programs during open enrollment, at employee meetings or through memos.

This section of the handbook is intended to provide a general overview of the benefits currently available to eligible employees of The Company. State and/or federal law govern some of these benefits, while others are determined by The Company or governed by a benefit provider. When a difference exists between this handbook and a provision of an applicable law, benefits plan or contract, then the law, plan document or contract will prevail.

3.2 Group Insurance

3.2.1 Eligibility and Enrollment

Full-time employees who have completed the required waiting period from date of hire or rehire are eligible to enroll in the group insurance plans. All other employees are not eligible for coverage under any of The Company's group insurance plans.

For the purpose of group insurance benefits, a full-time employee is defined as an employee who has an average of 30 or more hours of service per week or 130 hours of service per month using the 12-month look-back measurement period.

Eligible employees must take the initiative to enroll themselves and their dependents in the group insurance plans by completing and submitting the insurance enrollment forms in a timely manner. After enrollment, coverage is effective on the first day of the month following date of hire or date of qualifying event.

Employees who are enrolled in The Company's group insurance plans may not make any changes to their insurance coverage, or employees who fail to timely enroll or who decline insurance coverage are not allowed to enroll in any of the group insurance plans until the next open enrollment period unless there is a change in family status (e.g., marriage, domestic partnership, divorce, birth or adoption of a child, etc.), or the employee becomes eligible for a special enrollment period due to a loss of prior insurance coverage within the time allotted by the benefit plan or applicable law.

3.2.2 Open Enrollment

At the time you are hired, you are given an opportunity to elect certain benefits. If you waive participation or fail to enroll in any of these programs for either yourself or your eligible dependents, you will generally be allowed to apply for entry into the various plans only during Open Enrollment. The Open Enrollment period allows employees to add to or change their benefits coverage. Changes, additions and other elections made during Open Enrollment will take effect on the effective date following the Open Enrollment period. Once you have made your selections or changes, you generally cannot change that selection until the next Open Enrollment period (except in the case of certain life events; see Special Enrollment).

3.2.3 Special Enrollment

Special enrollment allows individuals who previously declined coverage to enroll in the plan upon loss of eligibility for other coverage and upon certain life events, such as marriage and the birth, adoption, or placement for adoption of a child. Employees must generally request enrollment within 30 days of the loss of coverage or life event triggering the special enrollment. For specific details regarding special enrollment, please refer to your Summary Plan Description.

3.2.4 Types of Insurance Plans

The Company offers group medical and life insurance plans to all eligible full-time employees. Qualified dependents of enrolled employees may also enroll in the group insurance plans selected by the employee.

For details on these insurance plans, together with a schedule of specific benefits provided by each plan, refer to the plan booklets and the Summary Plan Descriptions (SPD). For additional information on group insurance plans, contact Human Resources.

3.2.5 Premium Payments

Monthly insurance premiums for eligible employees enrolled in the group medical insurance coverage are paid in part by The Company and in part by the employee; depending upon the coverage chosen by the employee. Company management determines employee contributions. Currently, The Company pays the cost for basic life, Long Term Disability (LTD) and Accidental Death and Dismemberment (AD&D) insurance coverage of employees. Employees pay the monthly insurance premiums for any voluntary or additional insurance coverage (e.g., dental, vision, supplemental life, spouse/child life, spouse/child AD&D) that they choose for themselves and their

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dependents. Employees pay their portion of the required monthly insurance premiums for themselves and their dependents enrolled in The Company's group insurance plans through regular payroll deductions.

3.2.6 Section 125 Tax Reduction Plan (Premium Only Plan)

The Company is pleased to sponsor an employee benefit program known as the Pre-Tax Premium Plan. Under this plan, if an employee enrolls in the group health insurance coverage, their monthly insurance premium payments for the group insurance coverage are automatically deducted from pre-tax income so as to reduce the employee's income tax liability. By participating in this plan, the employee saves money by not paying social security and income taxes on the amount of their earnings used to pay for the insurance premiums through payroll deductions.

3.2.7 Certificate of Coverage

Under the Health Insurance Portability & Accountability Act of 1996 (HIPAA), The Company or the benefit provider will provide a certificate of prior insurance coverage whenever:

1. An employee loses coverage or when COBRA coverage begins;
2. When COBRA coverage ends; or
3. Upon request by employee within 24 months after coverage under The Company's health insurance plan ends.

3.3 Continuation of Group Health Insurance Coverage (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) law generally requires employers with 20 or more employees to give employees and their qualified beneficiaries the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce, and other qualifying events. "Qualifying events" include resignation, separation from employment, or death of an employee, a reduction in an employee's hours, employee's leave of absence, employee's divorce or legal separation, and when a dependent child no longer meets the eligibility requirements as a dependent.

COBRA requires that continuation coverage extend from the date of the qualifying event for a limited period of 18 or 36 months. The length of time depends on the type of qualifying event that gave rise to the COBRA rights.

Under COBRA, the employee or beneficiary pays the full cost of coverage at The Company's group rates plus an administration fee. When you become eligible for health insurance, we will also give you a written notice describing the rights granted under COBRA. Because the COBRA notice contains important information about your rights and your obligations, please read it carefully.

3.4 401(k) Retirement Plan

The Company provides eligible employees with the opportunity to save for retirement on a tax-advantaged basis. This plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. Effective January 1, 2021, this plan has been modified and will hereinafter be referred to as a safe harbor 401(k) plan. A Summary Plan Description (SPD) contains more details about this plan, which should be requested and referred to for specifics governing the plan. In the event of any conflict between the information contained in this handbook and in the Company's SPDs, the SPDs shall govern. This plan is subject to change at the Company's discretion.

The Plan allows eligible employees to defer part of their earnings on a pre-taxed basis into their retirement account up to the maximum contributions permitted by law. Employees make their contributions through regular payroll deductions.

Eligible employees are those not excluded by the plan as outlined in the Summary Plan Description (SPD). If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- Union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining unless the collective bargaining agreement requires the employee to be included within the plan;
- Certain nonresident aliens who have no earned income from sources within the United States;
- Part-time, temporary or seasonal employees (employees whose regularly scheduled service is less than 1,000 hours of service per computation period). However, if as a part-time, temporary or seasonal employee, you complete one (1) year of service in any year of employment, you will no longer be part of this excluded class; or
- Employees of a 410(b)(6)(c) transaction are excluded until the employer extends coverage.

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Eligible employees may participate in the plan when you have satisfied the following eligibility condition(s):

- Attainment of age 21, and
- Completion of one (1) year of service.

In order to maintain "safe harbor" status, your employer will make a safe harbor matching contribution. This safe harbor matching contribution is 100% vested and is equal to the following:

- 100% of your salary deferrals that do not exceed 4% of your compensation, plus
- 25% of your salary deferrals that exceed 4% of your compensation but do not exceed 6% of your compensation.

For purposes of calculating the safe harbor matching contribution, your compensation and deferrals will be determined on a payroll period basis.

The Company does **not** consider any employee qualified to provide, and has **not** authorized anyone to offer, advice or recommendations regarding the plan's investment options.

3.5 Unemployment Insurance

The Company pays contributions to all state Unemployment Compensation Reserve accounts. Unemployment Compensation provides a weekly benefit for a specified period of time should employees be terminated through no fault of their own. These benefits change periodically and are established by state law. Unemployment insurance benefits are not available to employees who voluntarily quit without good cause or who are terminated for misconduct.

3.6 Workers' Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, effective the first day of employment, you are covered by workers' compensation insurance, provided by The Company and based on your respective state's regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law.

If you are injured or become ill on the job, you must immediately report the injury or illness to your supervisor, Safety or Human Resources. This ensures that The Company can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to Risk Management.

The Company and its workers' compensation insurance carrier have chosen a medical provider network (MPN) to provide medical treatment when an employee is injured at work. Employees are provided with written notification and information about using this workers' compensation physician network for on-the-job injuries or illnesses.

If employees sustain a job-related illness or injury, they **must** report the illness or injury to their supervisor, Risk Management or Human Resources during the same shift in which an illness or injury occurs.

If employees sustain a job-related illness or injury that requires medical treatment, they will be paid in full for the day such injury occurs or illness begins. All other payments for lost wages or salary due to a job-related illness or injury, medical treatment, and any other benefits will be made by the workers' compensation insurance carrier as required by law. Workers' compensation insurance payments are coordinated with any paid sick leave or vacation taken as part of a medical or disability leave of absence. Contact Risk Management for more information about workers' compensation insurance benefits.

If medical treatment is needed for a work-related injury or illness, the supervisor, or Risk Management will make immediate arrangements to have your injury or illness examined at a nearby Company-approved medical facility. Work-related injuries or disabilities requiring absence from work will be authorized as a leave of absence, subject to recommendations by an authorized medical practitioner. You must be authorized by The Company to visit a designated physician or an emergency clinic or hospital for examination and treatment of work-incurred injuries or illnesses. If further treatment or return medical visits are needed, the injured employee is required to schedule

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such visits outside of normal working hours when requested by management or during working hours with prior approval by your supervisor. The Company reserves the right to require documentation that treatment was required and given.

The Company's policy is to investigate all questionable or suspicious workers' compensation claims and to refer them to the state's Bureau of Fraudulent Claims. A person convicted of filing a fraudulent worker's compensation claim will be terminated, and may be sentenced to state prison for up to five years, be subject to fines as mandated by state laws, or both.

3.7 State Disability Insurance and Paid Family Leave

State Disability Insurance and Paid Family Leave vary by state. Employees are to refer to their respective State's Employee Handbook Addendum for specific eligibility.

3.8 Holidays for Full-Time Employees

3.8.1 Eligibility

Full-time employees are eligible for holiday pay beginning on their date of hire or rehire.

Eligible employees must work their regularly scheduled workdays before and after a holiday observed by The Company, unless the absence from work was approved in advance by their supervisor or excused by management, or they will not receive holiday pay. Eligible employees also receive holiday pay whenever they are on an approved vacation during which The Company observes a holiday.

Employees who are on an unpaid leave of absence as of the date The Company observes a holiday are not eligible for holiday pay. Part-time and temporary employees are not eligible for holiday benefits.

3.8.2 Holidays Normally Observed

The Company observes the following holidays each year:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

If a holiday observed by The Company occurs on a Saturday, the holiday will generally be observed on the preceding Friday. If an observed holiday occurs on a Sunday, it will generally be observed the following Monday. The Company may eliminate or change holidays, or designate additional holidays so please check with your Supervisor or Human Resources for the current holiday schedule.

3.8.3 Holiday Work

When a full-time non-exempt employee has been authorized and is required by their Supervisor to work on a holiday observed by The Company, the employee will receive holiday pay (if eligible) plus their regular rate of pay for the hours actually worked on the holiday.

3.8.4 Holiday Pay

If a holiday is observed by The Company on a day that a full-time non-exempt employee ordinarily would not be scheduled to work, the employee will be ineligible for holiday pay for that day. Eligible exempt employees receive their regular salary. Eligible full-time non-exempt employees will receive their regular straight time hourly wage rate for the number of hours that they normally and regularly would work on the day a holiday is observed by The Company. Holiday benefit hours that are paid are not considered to be hours worked for purposes of overtime pay eligibility.

3.8.5 Religious Holiday

To accommodate religious holidays, time off for religious observances that are not scheduled paid holidays observed by The Company may be taken without pay. Employees must give reasonable advance notice in writing to their supervisor and obtain prior approval so that another employee may be assigned, if required, to the work being performed by the employee requesting the time off. Reasonable notice is considered to be a minimum of 14 consecutive calendar days. At the employee's option, unused vacation, if available, may be taken for religious holiday absences.

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3.9 Vacation

The Company recognizes the importance and necessity of time away from the job for the purposes of leisure, recreation, relaxation, and personal obligations. Accordingly, The Company offers a paid time off program for eligible employees to use for vacation as well as for personal time off due to personal appointments, family matters, school activities, religious observances, and other personal obligations. Time off for illness is covered by The Company's paid sick leave policy.

3.9.1 Eligibility

Eligible full-time employees begin accruing vacation benefits from date of hire on a pay period basis to their anniversary date of each succeeding year based upon length of continuous service with The Company. Part-time and temporary employees are not eligible for vacation benefits.

Eligible employees may begin taking vacation after completing 60 days of continuous employment and only after accruing sufficient vacation benefits to take time off from work. No advance paid vacation may be taken.

Based on the length of continuous service, the following vacation accrual schedule is for full-time employees who are regularly scheduled to work at least 40 hours per week:

Excepting any written new hire agreements or defined benefits as outlined in the previously distributed handbooks, eligible employees accrue Vacation on an annual basis up to a maximum of 160 hours, as follows:

Years of Service	Vacation Annual Accrual	Vacation Maximum Accrual
0-5 Years	80 hours	240 hours
Over 5 Through 12 Years	120 hours	240 hours
12 + Years	160 hours	240 hours

Vacation benefits do not accrue during any unpaid leaves of absence, unless that leave is FMLA eligible, at which time vacation accrual will continue for the protected period, with a maximum of 12 weeks. Eligible full-time non-exempt employees who work less than 40 hours accrue vacation benefits on a pro-rated basis based on regular hours worked during the workweek. Full-time exempt employees accrue vacation benefits as if they worked 40 hours per week. If a full-time employee has their hours reduced for a temporary period of time, at the direction of The Company, accruals will be pro-rated.

3.9.2 Scheduling a Vacation

Because of business requirements and project schedules, you must schedule your vacation at a time that has been approved in advance. Vacation requests are to be submitted in writing to your supervisor for approval by management at least thirty (30) days in advance of the desired vacation time in order to determine staffing requirements and allow scheduling of coverage in your department.

Vacation requests will generally be approved on a first come, first served basis. The Company will make every effort to accommodate vacation requests. If a conflict arises where two or more employees submit their vacation requests for the same dates, approval by management will be based on The Company's business needs, the timeliness of the requests, the amount of time off each employee has taken in the preceding and current year, each employee's performance record, and the employee's length of service with The Company. To avoid disappointment, it is highly recommended that employees schedule their vacations and submit requests at the earliest possible opportunity rather than wait until the last moment to request time off from work.

Vacation benefits for eligible non-exempt employees will be paid in one-hour minimum increments up to eight hours for a workday when taking time off from work. Vacation benefits for eligible exempt employees will be paid in minimum increments of a half day or a full day when taking time off from work. Vacation will only be paid for absences specifically authorized prior to the absence or subsequently approved by the employee's supervisor for an unforeseen absence or an absence that management deems as an emergency. Vacation

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pay will be based on the employee's base pay rate in effect at the time such vacation is taken. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses. Payment for vacation time off will be made on an employee's regularly scheduled payday.

3.9.3 Accrued and Unused Vacation

Employees are to use their accrued vacation benefits during the calendar year (January 1st through December 31st each year). Unused vacation hours or days may be carried over to a subsequent calendar year. The maximum number of vacation hours that an employee may have at any time shall equal no more than 240 hours (30 vacation days). In the event an employee's earned but unused vacation benefits reach the maximum vacation cap of 240 hours, the employee will not earn or accrue any additional vacation benefits. Vacation benefits will cease to accrue until the employee takes enough vacation to fall below the maximum vacation cap or accruals. Earning vacation benefits will thereafter resume until available vacation hours again total or reach the maximum vacation cap. There is no payout of unused vacation benefits in lieu of taking time off from work other than at separation from employment, unless otherwise approved by the president of the division.

The Company reserves the right, if necessary, to designate vacation periods during which employees are expected to schedule their vacations to accommodate overall work schedules and/or to insure employees use all of their accrued vacation benefits.

3.9.4 Payment of Vacation at Separation

Eligible employees will be paid in a lump sum for all accrued, unused vacation benefits through the date of separation at their current regular pay rate at the time of separation. Any vacation that has been improperly paid to an employee will be owed to The Company upon separation.

3.10 Paid Sick Leave

Unless otherwise regulated by state law, full time employees are eligible and begin accruing sick time on their first day of employment. Sick time is accrued at eight hours per month (four hours per pay period) with a maximum accrual of 160 hours.

Last minute unscheduled time off (calling in sick) disrupts business operations, creates scheduling issues and should be avoided. For a non-emergency reason or for a foreseeable situation, employees are to provide reasonable advance notification to their supervisor at least one week's notice in advance or as soon as possible of a need for paid sick leave. For an emergency situation, or if the need for paid sick leave is unforeseeable, employees are to notify their supervisor of an intended absence as soon as practicable.

Unless otherwise regulated by state law, sick leave is to be used for absences due to medical or doctor appointments, personal illness, personal incapacity due to injury; or to attend to an illness of the employee's child, parent, spouse or domestic partner, or the child of the domestic partner. A child is defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. A "parent" is defined broadly as the biological, adoptive, step, or foster parent of an employee or an individual who stood in loco parentis to the employee when the employee was a son or daughter. An employee who is a victim of domestic violence, sexual assault or stalking as specified by applicable law may also use paid sick leave. Paid sick days will be compensated at the same wage or salary as the employee normally earns during regular work hours. The rate of pay will normally be based on the employee's hourly wage or regular pay rate currently in effect. Sick leave would be paid on the payday for the next regular payroll period after the sick leave was taken. Sick leave payments will be coordinated with state disability/paid family leave, STD, LTD, or workers' compensation insurance benefit payments (when applicable) so that all such payments will not exceed the employee's normal weekly gross earnings.

The purpose for sick leave benefits is to provide salary or wage continuation to eligible employees who are absent due to illness or injury. Employees should conserve their sick leave bank in case of an unexpected illness or injury. Sick leave is not to be abused or misused. Sick leave benefits accrue only during paid work weeks and any paid FMLA or leave of absence periods.

Full or partial days off due to illness or injury in excess of available sick leave that is allowed each year by non-exempt employees will be taken without pay. Exempt employees who have used all of their available sick leave, that is allowed each year, continue to receive their salary for an occasional illness that is less than a full day under this sick leave policy. However, the salary of exempt employees who have exhausted their sick leave allowance may be deducted for absences of a full day or more due to illness or disability. Use of sick leave beyond the accrued balance is also subject to disciplinary action.

Available and unused sick leave may **not** be used for personal time-off (other than for an absence due to illness, medical appointments or another qualifying reason as specified by applicable state laws), additional vacation time or in conjunction with other types of days off. If all accrued sick leave benefits have been used and your supervisor has approved additional time off, employees may use available vacation benefits for the additional time off.

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Employees who are absent for more than three (3) consecutive days due to illness or injury are required to submit a physician's statement to substantiate the absence, unless restricted by state law. Furthermore, The Company may require proof of illness, injury and/or a doctor or dental appointment in connection with any medically related absence of a shorter duration, including any absence taken on a day immediately prior to or immediately after a holiday or weekend, in order to verify the absence. In addition, before an employee may return to work, The Company may require a doctor's written verification stating that the employee is capable of resuming their job responsibilities. Any misrepresentations regarding sick leave may result in disciplinary action, up to and including separation from employment.

Unless permitted by specific state/local law, unused sick leave benefits have no cash value upon separation from employment for any reason. There is no pay out of unused sick days upon separation from employment for any reason or at any time during employment. However, employees should refer to their respective State's Employee Handbook Addendum for additional information.

3.11 Bereavement (Funeral) Leave

The Company provides full-time employees with bereavement leave of up to three (3) days of paid time-off from work to prepare for/attend a funeral when there is a death in the employee's immediate family. Eligible employees will receive the pay they would have earned for the workdays missed. Part-time and temporary employees are not eligible for paid bereavement benefits but may take unpaid leave to arrange or attend funeral services with the approval of their supervisor.

When granting time off from work, consideration would be given to funeral location, travel time and business needs. The employee's supervisor, if approved by the manager and depending upon the circumstances involved, may grant additional time off without pay. Employees who are granted additional time off may use available vacation benefits.

Immediate family is defined as the employee's current spouse, domestic partner, child, stepchild, sister/step sister, brother/stepbrother, mother, father, stepparent, grandparent, and grandchild. No other relatives are considered as immediate family for purposes of receiving paid bereavement leave under this policy. Bereavement leave for any other family member or a friend is without pay, or employees may use any accrued and available vacation time with the approval of their supervisor. Employees who have a death of any family member or a friend must immediately notify their supervisor and obtain prior approval of an intended absence from work. The Company reserves the right to require acceptable evidence of death of the family member or friend and attendance at a funeral as a condition of approval for a leave of absence and/or to receive bereavement pay under this policy.

3.12 Jury Duty

The Company encourages employees to fulfill their civic duties. The Company will provide time off from work for employees who have been summoned for jury duty. The Company will compensate full-time exempt and non-exempt employees for the difference between jury duty compensation and your current daily pay for the first ten days you serve as a juror (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay. If needed, employees may use their accrued vacation time. The salary of exempt employees will not be reduced for any workweek in which they perform any work and serve on a jury but may be offset by any amounts received by the employee as jury duty fees.

Within three days upon receiving a jury duty notice, an employee must immediately provide a copy of this notice to their supervisor that specifies the dates that the employee will be serving as a juror. An employee must also give a copy of the jury duty notice to Human Resources for retention in their personnel file **before** reporting for jury duty service.

When on jury duty, employees must report for work whenever their presence is not required at court, including during "phone in" or "on call" status. Employees who cannot report to work due to jury duty may be required to show proof of jury service or appearance.

The Company may request an employee to postpone their jury duty service if such a postponement is necessary for business reasons.

The following states, in which we operate, should check the respective State's Employee Handbook Addendum (Alabama, Indiana, Louisiana, Massachusetts, New York), which may require the location to pay employees or specifically prohibits employers from requiring employees to take paid vacation, sick, personal, or other types of leave while serving jury duty.

3.13 Witness Duty and Subpoenas

Employees will be paid their normal wage or salary if required to be a witness or required by a subpoena to appear in court or other legal proceeding on Company business. Employees will not be paid for their time off if summoned as a witness or because of a subpoena on

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matters not pertaining to Company business or on matters in which they are personally involved in the legal action. Employees must notify their Supervisor immediately when they are required to appear as a witness in a legal proceeding, and provide a copy of the notice to appear, trial summons or witness subpoena to their supervisor as well as to Human Resources. While taking time off from work, employees may use their accrued vacation benefits during any witness duty leave.

3.14 Company Sponsored Social and Recreational Activities

Employees are not required to attend or participate in any post-work recreational, social or athletic activities. The Company periodically may sponsor such activities for employees and their immediate families. The purpose of these events is to promote fellowship among employees and their families.

Participation in any off-duty Company sponsored recreational, athletic or social activity is strictly voluntary and at the employee's own risk. No one is required to participate in these activities, and when they occur, they do not constitute a part of any employee's work-related duties, unless The Company notifies employees in writing that participation is mandatory. The Company assumes no liability for any injury or accident arising out of any post-work event. It is important to remember also that any injuries or illnesses that may result from participation in a Company sponsored recreational, athletic or social activities are not covered by workers' compensation insurance.

If alcohol is being provided at a company-sponsored function, employees are expected to exercise moderation in their consumption. Employees are expected to refrain from drinking alcoholic beverages or engaging in any other activity to the extent that it would cause him or her to be unfit for the safe operation of a motor vehicle or to behave in an intoxicated or disorderly manner. Nevertheless, if any employee feels unsafe in driving or has consumed alcoholic beverages that would make it unsafe or not advisable to drive a vehicle, that employee is expected to engage an alternative method to get home safely.

The behavior of all employees and their guests attending a Company sponsored social event is expected to conform to the Guidelines for Employee Conduct in this Handbook.

4 LEAVES OF ABSENCE

4.1 Leaves Without Pay

The Company recognizes that circumstances beyond an employee's control may require absence from work for medical and other compelling reasons. Therefore, The Company has established guidelines in granting leaves of absence without pay to assist employees during these periods.

Unless required by law, during a leave of absence, an employee is not eligible for holiday pay and does not earn any vacation, paid sick leave or other employee benefits based on continuous employment. Employee performance and wage and salary review dates will be adjusted and any merit increase, if earned, will not take effect until the employee has returned to work.

The Company may hold in abeyance or proceed with any counseling, performance review, or disciplinary action that was contemplated prior to any employee's request for a leave of absence or that come to The Company's attention during the employee's leave. If any personnel action is held in abeyance during the leave of absence, The Company reserves the right to proceed with the action upon the employee's return to work.

Group health insurance that is normally provided to eligible employees during employment will continue in effect during an approved leave of absence up to the last day of a calendar month in which a leave of absence begins. Group health insurance coverage for employees who are on leaves of absence may be continued in accordance with Company practices and the applicable provisions of state and federal law (e.g., FMLA/CFRA, California Pregnancy Disability Leave law and USERRA military duty leave). Employees must continue to pay their portion of the monthly insurance premiums for group health insurance coverage while on a leave of absence. If the employee elects, such payments can be taken from their vacation and sick leave benefits. Once vacation and sick leave benefits have been exhausted, The Company will send a letter or an invoice to the employee as to the monthly insurance premiums to be paid by the employee while on a leave of absence. The Company must receive all payments by the due dates as required by Human Resources. Failure to pay your share of the premium payment may result in loss of insurance coverage as determined by management or as permitted by applicable law. Employees whose group health insurance will be discontinued due to a reduction of employment hours or for another qualifying event, and who wish to continue their health coverage may do so by assuming responsibility for the full payment of monthly insurance premiums. See Section 3.3 on Continuation of Group Health Insurance Coverage (COBRA). For further information, contact Human Resources.

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Leaves of absence are not granted to employees who cannot report for work because they have been incarcerated or convicted of a crime.

4.2 Conditions of Leave

Employees may be eligible to take a leave of absence, without pay, subject to the following general conditions and applicable law:

1. Any employee who expects to be absent for any reason must submit a request for an approved leave of absence, which will begin as of the first day of absence. Requests for leaves are to be submitted **in writing** and must be approved by your Supervisor as well as be submitted to the Human Resources Department.
2. Each request for a leave must include the reason(s) for the leave, as well as the specific dates that the leave is expected to begin and end. For a medical leave, it is not necessary to provide a medical diagnosis.
3. When requesting a leave for non-emergency reasons, employees must normally submit their request at least 30 calendar days in advance of the date the leave is to begin. If the leave is for unforeseen or emergency reasons, an employee is required to give their supervisor as much notice as possible if the 30-day requirement cannot be met.
4. An extension may be granted when feasible and consistent with Company policies, business needs, operational concerns, and workload. However, the extension must be obtained **before** the agreed upon date of return. When on any type of medical leave, an employee must provide a physician's statement verifying the need for an extension and the expected date of return.
5. Employees must return to work on or before the agreed upon date. Failure of any employee to return to work on or before the agreed upon date, with a physician's release (if required), will be interpreted as a voluntary resignation.
6. Employees are to use their accrued paid sick leave and/or The Company may require available vacation benefits for leaves of absence to be utilized, unless otherwise specified by law (e.g., FMLA, Pregnancy Disability Leave, jury duty, military duty, etc.). Any sick leave and/or vacation payments will be integrated with all other pay an employee may be eligible to receive from Short Term Disability, Long Term Disability, State Disability Insurance, Family Temporary Disability Insurance (Paid Family Leave), Workers' Compensation Insurance, or military duty to equal the amount of pay that would have been received from The Company during a leave of absence.

For information regarding the types of leave, eligibility for leave, and the length of leave normally authorized, see the individual descriptions of each type of leave that follow.

4.3 Family and Medical Leave (FMLA)

Employees in California, Massachusetts, New Jersey, New York and Washington should refer to their State's Employee Handbook Addendum for any expanded state specific Family Leave Benefits.

If The Company employs 50 or more employees on its payroll during any 20 or more calendar weeks in the current or preceding calendar year, The Company provides eligible employees with family and medical care leave as required by the federal Family & Medical Leave Act (FMLA). This policy is merely a summary of The Company's obligations under such laws. Employees may obtain additional information from posted notices and from Human Resources.

An employee is eligible for family and medical care leave if 1) he or she has worked for The Company for at least 12 months (consecutive or nonconsecutive), 2) has worked at least 1,250 hours during the previous 12 months preceding the start of the leave, and 3) is employed at a worksite where The Company employs 50 or more employees either at the worksite or within 75 miles of the worksite. The determination of whether the employee has satisfied the first two eligibility requirements is made as of the date the FMLA leave is going to start, and the third eligibility criterion is made at the time the employee gives notice of the need for a leave. Once the employee has met the first two eligibility requirements and takes a leave for a qualifying event, the employee does not have to re-qualify, in terms of the number of hours worked, in order to take additional leave for the same qualifying event during the employee's 12-month leave period. In addition, once the employee meets the third eligibility criterion and takes a leave for a qualifying event, The Company will not cut short the leave or deny any subsequent leave taken for the same qualifying event during the employee's 12-month period, even if the number of employees within the relevant 75-mile radius falls below 50 employees. Certain other conditions may also apply.

If the above conditions are met under FMLA, eligible employees may take unpaid family and medical care leave up to a maximum of twelve (12) work weeks within a 12-month period for a) the birth of their child or to care for the employee's newborn child; b) to care for a child placed with the employee for adoption or foster care; c) to care for the employee's child, spouse, domestic partner, or parent who has a serious health condition; or d) to care for the employee's own serious health condition that prevents the employee from performing

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the essential functions of their job duties. For purposes of this policy, the 12-month period is measured forward from the date the employee's first FMLA leave begins. The Company would notify an employee as to their eligibility to take a FMLA leave.

Employees who are not eligible for family and medical care leave under FMLA may request a personal leave (See Section 4.4 General, Personal, Medical or Disability Leaves of Absence), which may be granted at the sole discretion of The Company.

Employees generally must give advance notice of 30 days prior to the leave or as much advance notice as is practicable. Whenever a serious health condition is involved, the employee must submit a written certification from a physician or health care provider certifying that the employee is either unable to perform his/her job due to the serious health condition, or is needed to care for his/her child, spouse, domestic partner, or parent who has a serious health condition; specify the date when the leave is to begin; and indicate the estimated or probable duration of the leave. The employee should submit the medical certification when leave is requested, but no later than 15 calendar days after the employer's request for a medical certification. Family and medical care leaves for the serious health condition of the employee or an immediate family member may be taken intermittently or on a reduced schedule. The certification should also note whether intermittent or a reduced schedule leave is required. For planned medical treatment, the employee should schedule the treatment to avoid undue disruption of The Company's operations. The medical certification should document the dates and duration of any medical treatments.

If a leave is due to the birth or placement for adoption or foster care of a child, the leave may be taken intermittently but not less than two weeks in duration, except on two occasions the duration of leave can be less than two weeks. Leaves for this purpose must conclude 12 months after the birth, adoption or placement. If both parents are employed by The Company, the combined amount of leave available for both spouses may not total more than 12 weeks during the 12-month period when the leave is for the birth, adoption, or foster care placement of their child.

The Company will give an employee a timely written notice that a particular leave is "designated" as a leave that qualifies under FMLA as soon as The Company obtains knowledge that the leave is for family and medical care leave purposes. The notice may be oral; however, an employee will confirm it in writing as soon as possible after receiving notice of the need for leave.

If eligible for a FMLA leave, The Company will give employees written notice that a particular leave is "designated" as a leave under this family and medical care leave policy. This designation will generally be made at the commencement of a leave; however, it can be made later if The Company did not know the reasons for an employee's leave of absence. In such cases, The Company may designate the entire leave as a family and medical care leave by giving a written notice to employees as soon as The Company has become aware that the reason for the leave qualifies under FMLA. The notice may be oral; however, it will be confirmed in writing. A leave may be retroactively designated as a family and medical care leave such as when The Company does not learn the reason for a leave until an employee returns to work or when The Company is awaiting receipt from an employee of a medical certification or other reasonable documentation.

During the family and medical care leave period under FMLA, The Company will maintain and pay for the employee's group health insurance coverage under the same conditions as if he or she had remained actively employed for up to 12 weeks unless otherwise specified by applicable law. The employee must continue to pay their portion of the required monthly insurance premiums, if any, while on leave. If an employee fails to return to work at the conclusion of their family and medical care leave, The Company may recover its share of health premiums paid on behalf of the employee for the duration of the leave unless the inability to return to work is due to a serious health condition of the employee (or his/her child, parent, spouse or domestic partner), or circumstances beyond the employee's control. The employee will not lose any seniority and employee benefits that have been accrued or earned prior to taking a family/medical care leave.

The Company may require an employee on a family/medical care leave of absence to submit an updated written certification and report from the employee's physician or practitioner beyond the date or estimate the employee originally needed for the family or medical leave regarding his/her medical status or the requirement for continued care of the family member who prompted the need for the leave, and the employee's ability to return to work. If additional leave is requested at the end of the period the employee's health care practitioner originally estimated that the employee needed for a FMLA leave, the employer may require the employee to obtain recertification.

FMLA leaves approved by The Company under this policy will normally be charged to the employee's unused sick leave and/or available vacation benefits. Leaves in excess of available sick leave and/or vacation benefits will be without pay. During leaves paid pursuant to a temporary disability benefit plan or workers' compensation, The Company does not require the employee to use their available sick leave and/or vacation benefits, but the employee may elect to use available sick leave or vacation benefits for an applicable FMLA leave to supplement payments covered under a temporary disability plan or workers' compensation as permitted by applicable state law so long as all such payments will not exceed the employee's normal weekly gross earnings. Employees may also be eligible for either State Disability Insurance (SDI) or Family Temporary Disability Insurance (Paid Family Leave) benefits and should contact EDD for information about SDI or PFL benefits. The Company may require employees to use one week of their accrued vacation benefits prior to receiving PFL benefits when on an FMLA leave.

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In any leave situation where an employee is eligible for a family and medical care leave as well as another Company provided leave (except for an organ or bone marrow donation leave under California law), the leave of absence period will run simultaneously rather than one leave period being added onto the other.

Employees granted leave generally are guaranteed reinstatement to the same or an equivalent job position at the end of the leave not to exceed 12 workweeks within a twelve-month period, unless the job ceased to exist for legitimate business reasons or other circumstances allowed by law. An employee who is ready to return to work from a family/medical care leave due to his/her own serious illness, must first submit a medical certification to their Supervisor and the Human Resources Department verifying his/her ability to resume work.

Please contact the Human Resources Department for additional information on eligibility requirements and specific guidelines on requesting leaves under this policy.

4.4 General, Personal, Medical or Disability Leaves of Absence

Full-time and part-time employees who do not meet the eligibility requirements for Family and Medical Care Leave (FMLA) but have completed 90 days of continuous employment may be granted an unpaid leave of absence for **temporary, non-job related** medical conditions up to 30 calendar days. Temporary employees are not eligible for medical leaves of absence. Medical leaves are granted on the basis of a physician's written statement certifying that the employee is unable to work and cannot perform the essential functions of the job. The Company may require periodic physician's verification of an employee's inability to work. Continuation of the employee's group medical insurance benefits will be in accordance with the Continuation of Group Health Insurance provision of this Handbook. If an employee does not return to work on the first day following the expiration of the approved leave of absence, the employee will be considered to have voluntarily resigned from The Company.

A medical leave of absence for a period longer than 30 calendar days or an extension of a medical leave of absence beyond 90 calendar days may be granted at the sole discretion of management on the basis of a physician's written statement certifying that the employee is still unable to work because of a medical disability. The business needs and operational concerns of The Company will also be taken into account.

Furthermore, a medical leave of absence would also be granted as a reasonable accommodation to an employee who has a disability that is covered by applicable federal and/or state employment laws (see 2.2 Disabled Employees and Job Applicants).

An employee who is ready to return to work from a leave of absence must submit a medical release to The Company verifying their fitness or ability to resume work at least three business days prior to the expected date of return to work. An employee who is granted a medical leave of absence is not guaranteed reinstatement to the same or comparable position or that a position will be available upon their release to return to work. Consideration for return to work status is at the sole discretion of The Company. An employee may be considered for reinstatement to the same or comparable position or for another position for which he or she is fully qualified, and that may be available when the leave of absence ends and the employee has been released to return to work. If no such position is available, the employee's employment with The Company will be terminated.

4.5 Workers' Compensation Leave

Workers' Compensation leaves without pay are granted for situations in which there is a physician's written statement that a leave is required because of **"work related"** illness, injury, or other physical disability. The physician's statement must provide details acceptable to The Company regarding the nature of the disability and the anticipated length of absence from work. Leaves involving questionable work-related disabilities, as permitted by prevailing state and federal laws, may receive special attention from The Company and the workers' compensation insurance carrier.

Employees who are ill or injured because of a work-related incident and who are eligible for family and medical leave under the Family Medical & Leave Act and some state provisions, will be placed on FMLA during the time they are disabled and not released to return to work provided that the employee's work-related illness or disability is also a serious health condition under FMLA. The leave under these laws runs concurrently, and eligible employees will be on FMLA for a maximum of 12 weeks in a 12-month period.

An approved leave for a **"work-related disability"** generally will be extended for the duration of the disability until an employee is released for either full or partial duty, is determined to be permanently disabled and is unable to return to work, has no eminent prospect of return to work or informs The Company that he or she does not intend to return to work.

Prior to returning to work, an employee must obtain and provide their Supervisor with a physician's written release. The release must include specific restrictions, if any, that affect the employee's ability to return to work and the anticipated duration. Failure to provide such

physician's release may result in separation from employment. In some cases, another medical release at company's expense may be required from a physician appointed by The Company.

4.6 Pregnancy Related Disability

An employee who is pregnant will be permitted to work during their period of pregnancy if they are able to perform assigned duties in a safe and effective manner. The Company will grant a request for reasonable accommodation made by the employee, on the advice of their health care provider, for pregnancy, childbirth or related medical conditions. The employee may continue to work until the leave commencement date established by her physician. If, for any reason, the employee is unable to maintain the regular duties of their job, The Company will explore, under reasonable accommodation, job modifications or reassignment to a temporary, appropriate and alternative job assignment (and pay rate), if available, for the employee.

The Company requires a medical certification from the employee's physician in order to grant a request for a reasonable accommodation or transfer to a different job position. The medical certification is to include the following information:

1. The specific restrictions of the employee.
2. The duration of those restrictions.

An employee may take a leave of absence without pay for a disability caused by pregnancy, childbirth, or related medical conditions. Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically advisable as determined by the employee's physician. Such leave will run concurrently with FMLA and state leave laws, unless prohibited.

An employee requesting a pregnancy-related disability leave of absence must first provide The Company with a statement from their physician certifying they are unable to work at all or unable to perform one or more of the essential functions of their position, and confirming:

1. The date the physician recommends discontinuance of work.
2. Any restrictions with regard to the employee's work that the physician may recommend before beginning a leave of absence.
3. The probable duration of the employee's pregnancy related disability leave.
4. The estimated date the employee will be released to return to work.

An employee may use, at their option, any available accrued vacation benefits during the pregnancy disability leave but is not required to do so. The Company does not require the employee to use their available sick leave and/or vacation benefits, but the employee may elect to use available sick leave or vacation benefits for an applicable pregnancy leave to supplement payments covered under a temporary disability plan as permitted by applicable state law so long as all such payments will not exceed the employee's normal weekly gross earnings. Employees may also be eligible for either State Disability Insurance (SDI) or Family Temporary Disability Insurance (Paid Family Leave) benefits and should contact EDD for information about SDI or PFL benefits.

The Company will continue to maintain and pay for the employee's group health insurance under the same terms and conditions as if the employee has remained actively employed during the duration of their pregnancy disability leave up to a maximum of four calendar months. The employee is required to continue to pay their portion of the required monthly insurance premiums during the leave.

The employee must present a physician's statement verifying that the employee is able to return to work to her supervisor prior to returning to work. The statement (release) must include specific restrictions, if any, that affect the employee's ability to return to work and the anticipated duration. An employee returning from a pregnancy related disability leave would be returned to their original position or a substantially similar position to the one that was previously held. However, in the event The Company has to lay off employees due to economic or other business reasons, a pregnant employee will have no greater right to reinstatement than any other Company employee. If the original or a substantially similar position is not available due to legitimate business reasons, the employee may be offered a lesser position for which they are qualified or may be permanently laid off.

Employees in California, Louisiana, Massachusetts, New York, New Jersey and Washington should refer to their respective State's Employee Handbook Addendums for additional information.

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4.7 School or Day Care Activities Leave

As provided by state law, employees may take time off without pay to attend a conference with a school administrator or a teacher due to the suspension of the employee's child. Additionally, The Company will grant employees time off to participate in school activities for their children.

Where The Company employs 25 or more employees at the same location or as specified by state law, an employee who is a parent, guardian or custodial grandparent of a dependent child enrolled in a licensed day care center, kindergarten, or grades one (1) through 12 may take up to 40 hours off work without pay each calendar year to participate in the activities of the child's school.

An employee may not use more than eight hours of leave from scheduled work time in any month and must schedule all such absences with their supervisor by giving reasonable notice of the planned absence of at least one (1) week prior to the time requested to take time off from work. When both parents of a child are employed by The Company, and both request time off work for the same date, only the employee who made the first request will be granted time off unless the other employee obtains approval from their supervisor for the requested time off.

Employees are required to use their unused, accrued vacation time while taking time off to attend the school activity of their child. Days of absence more than available, accrued vacation time will be without pay. When requested, employees must provide written verification to their supervisor from the child's teacher or principal regarding their participation in a school activity.

4.8 Military Duty and Military Family Leave

Leaves of absence and re-employment resulting from service in the National Guard or U.S. Military Armed Forces will be in accordance with applicable state and federal laws. A copy of the applicable, official military orders for training or active duty must accompany an employee's request for a leave of absence.

An employee who is a member of the U.S. Military Armed Forces Reserve or the National Guard and is subject to active or inactive duty training will be granted leaves of absence without pay, generally for up to two (2) weeks or longer if required, plus applicable travel time. An employee may use their accrued, unused vacation benefits, but is not required to do so for all or part of an unpaid leave of absence for reserve training to supplement their military pay so as to equal the amount of pay that would have been received from The Company during the leave of absence. Any portion of a leave that occurs after all available accrued vacation benefits have been used will be without pay.

A military leave of absence without pay will be granted to an employee who is called to active duty in the U. S. Military Armed Forces. An employee who leaves their job to perform military service may elect to continue their health insurance coverage for up to 24 months while in the military in accordance with Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA). If the uniformed service is less than 31 days, The Company will continue to maintain and pay the employee's group health insurance under the same terms and conditions as if the employee has remained actively employed but the employee will be charged the usual employee contribution amount for the continued coverage. If the time period of military duty service goes beyond 31 days, then the employee would be charged no more than 102% of the full premium cost for the continued group health insurance coverage in accordance with USERRA.

An employee returning from military duty shall be offered re-employment in accordance with USERRA. If an employee fails to notify The Company of their intent to return to work within the time period allowed by law, the employee will be considered to have resigned.

4.8.1 Military Family Leave (Family & Medical Leave Act)

The federal Family & Medical Leave Act (FMLA), as amended, provides a service member family caregiver leave. An employee who meets the eligibility requirements under FMLA, and who is the spouse, child, parent or next of kin (i.e., closest blood relative) of a covered service member, is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the service member injured during active duty who is undergoing medical treatment, recuperation, or therapy for the serious injury or illness. During the FMLA military caregiver leave, The Company will maintain the employee's group health plan on the same conditions as coverage would have been provided if the employee has been continuously employed during the leave period. This leave to care for covered service members with military injuries also applies to veterans who were released from military service during the five year period prior to the first date an eligible employee takes a FMLA leave to care for the covered veteran who is undergoing medical treatment for a serious injury or illness.

Additionally, FMLA permits an eligible employee to take up to 12 weeks of unpaid leave in a 12-month period as a result of any qualifying exigency as determined by the Department of Labor because the employee's spouse, son, daughter, or parent is on active duty or has been notified of an impending call to active duty in the Armed Forces deployed in a foreign country or in support of a contingency operation. The Department of Labor has indicated that a "qualifying exigency" includes making arrangements for child care or parental

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care, making financial or legal arrangements, attending counseling relating to the active duty of the service member, or attending to farewell or arrival arrangements for the service member.

The maximum amount of leave in a 12-month period that is available to an eligible employee is a combined total of 26 weeks of all types of FMLA leave. Please contact Human Resources for additional information on eligibility requirements and specific guidelines on requesting leaves under FMLA's military family leave.

4.8.2 Military Spouse Leave

Employees should refer to their respective State's Employee Handbook Addendum for further information.

4.9 Other Leaves or Time Off

The Company will provide employees with time off or other leaves of absences that may be required by applicable state law such as for employee literacy assistance, voting in a statewide election, organ or bone marrow donation, victim of domestic violence or sexual assault or stalking, victim of a serious or violent crime, volunteer civil service (e.g., employees who serve as a volunteer firefighter, reserve peace officer, or an emergency rescue worker who takes time off to perform emergency duty), volunteer member of the Civil Air Patrol to respond to an emergency operation mission, or volunteer firefighter training in accordance with applicable state law requirements. For additional information about these leaves, contact Human Resources.

4.10 Return from a Leave of Absence

When an employee is returning from an approved leave, the employee must notify their supervisor at least three business days **prior** to the scheduled return date. The Company at its discretion, based on anticipated business needs and operational concerns, may or may not be able to hold an employee's position open during a leave of absence. If the position held no longer exists upon an employee's return, placement in another position, if available, for which such employee is reasonably qualified will be made, if feasible. If placement in another position cannot be accomplished, such employee will be permanently laid off. Reinstatement after leaves involving Family & Medical Care (FMLA), Pregnancy Related Disabilities, Military Duty, those leaves covered by workers' compensation, or other leaves regulated by law will be in accordance with applicable state and federal laws in effect at that time.

4.11 Separation from Employment During Leaves of Absence

An employee may be replaced or terminated during a leave of absence for any of the following reasons:

1. Notice of intent to resign or demonstration of intentions to not return to work is given.
2. Employee fails to return to work within the time specified for the leave without having obtained a Company approved extension of the original leave expiration date.
3. Employee fails to supply a doctor's certificate or other requested documentation to substantiate the need for, or an extension of, a leave.
4. Employee fails to accept their former position upon return, or if not available, another position for which the employee may be reasonably qualified.
5. Employee refuses to undergo a medical evaluation by an appointed doctor at Company expense when requested.
6. Employee accepts other employment at any time during the leave of absence that renders the employee unavailable to accept work at The Company when the employee can return to work and performing his/her essential job duties.
7. Employee's position has been eliminated or no longer exists at the conclusion of their leave.
8. Any violation of company policy that would have otherwise resulted in separation from employment (e.g., investigatory results, discovery of company policy violation while on leave, etc.).

5 HOURS OF WORK AND PAYROLL PRACTICES

5.1 Work Schedules and Job Assignments

Operating hours vary by company, department and location, depending upon customer orders, workloads and business requirements. Company management determines scheduled work hours for individual workers. Employees may be required to work after normal working hours or on weekends or holidays as determined by workloads and business requirements. Various factors such as workloads,

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operational efficiency, and staffing needs may require variations in an employee's starting and ending times as well as total hours worked each workday or workweek. Your supervisor will announce changes in your work schedule as far in advance as practical. Employees are to check with their supervisor regarding their individual work schedules. The Company reserves the right to change work schedules, and assign employees to jobs, shifts, and locations other than their usual assignments when required with or without notice.

5.1.1 Rest Periods

The federal Fair Labor Standards Act (FLSA) does not require employers to provide meal periods or rest breaks for non-exempt employees, except for break time for nursing mothers.

The Company complies with all state regulations governing meal periods and rest breaks (paid or unpaid). Where both the FLSA and a state labor law apply, the employee is entitled to the most beneficial provisions of each law.

Rest breaks are counted as hours worked for purposes of minimum wage and overtime requirements under federal law. These breaks include short periods (usually 15 minutes or fewer) when employees are permitted to step away from work for any reason—for example, restroom breaks, breaks to make personal phone calls or to get a snack.

Rest breaks may not be combined or added to a meal period and cannot be skipped in order to arrive late, leave early, or work extra time. Non-exempt employees will be relieved of all duties during rest breaks; employees do not need to clock in and out for rest breaks. Employees are free to leave the work premises while on paid rest breaks.

5.1.2 Lunch or Meal Period

Unless otherwise governed by state laws, non-exempt employees are provided with at least a 30-minute meal period. Lunch periods are generally for one hour, but not less than 30 minutes, unless otherwise determined by your supervisor or the manager. Employees are expected to promptly return to work after a rest break or lunch period. Managers and supervisors have been instructed not to impede or discourage employees from taking their meal period.

During an unpaid meal period, employees are relieved of all duty or employer control, are free to come and go as they please, and are permitted a reasonable opportunity to take at least an uninterrupted 30-minute meal period. All meal periods must be regularly recorded by employees on their timesheet or by using the time clock. Employees who fail to record the unpaid meal periods taken, who return to work late, or who otherwise violate The Company's rest and meal period policies are subject to disciplinary action, up to and including separation from employment.

During a paid meal period, employees may not be relieved of all duty, but are to remain on company property, as instructed by management.

Employees under 18 or those working in California, Massachusetts, New Jersey, New York and Washington should refer to their respective State's Employee Handbook Addendum for further information.

5.2 Lactation Accommodation

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Company will provide a reasonable amount of break time to accommodate an employee who is a nursing mother desiring to express breast milk for her infant child. When a mother returns to work after her pregnancy disability leave and childbirth, she should meet with her supervisor to establish a schedule for breaks that will allow her sufficient time to express milk in a private area or room of The Company if she has decided to continue to breastfeed her infant child. The employee is to use the 15-minute rest break time that is already provided by The Company and may choose to use her meal period to express breast milk as well. If the employee needs a reasonable amount of additional time beyond the normal rest breaks and meal period for expressing milk, the additional break time that is provided would be without pay. The Company may not be able to provide additional break time if doing so would seriously disrupt its operations.

The Company will provide a room or a place, other than a bathroom stall, that is shielded from view and free from intrusion from co-workers, which may be used by an employee to express breast milk.

Before a supervisor or a manager makes a determination to deny a private area or a lactation break time, they must consult with Human Resources. Likewise, an employee who feels she has been unreasonably denied proper and appropriate lactation accommodation is to contact Human Resources.

5.3 Time Records

The Company is required to maintain time records for all hours worked by non-exempt employees in accordance with applicable federal and state wage and hour laws. If you are a non-exempt employee, you are responsible for maintaining an accurate record of your hours worked by using your location's timekeeping system to record your time. You must record the time when you start to work, begin and end your lunch or meal period, and end your work shift for each day. You must also record any split shifts or time you leave your work location for any reason other than for Company business.

Employees are to complete their time records daily. By using your location's timekeeping system, you are certifying that all hours of work that have been recorded are accurate. Unworked time off such as vacation, sick leave or personal time off that occur during the workweek should also be recorded. Following the end of the pay period, your time record will be reviewed by your supervisor and verified by Human Resources when processing payroll. Failure to follow the timekeeping procedure may result in a delay in processing an employee's paycheck or an error on an employee's paycheck, and any adjustments required may not be made until the following pay period.

Under no circumstances may you record time on another employee's timesheet or clock in using the automated time and attendance system for another employee. Time records must be completed accurately. No non-exempt employee is permitted to "work off the clock" or otherwise not record all actual time worked.

If you make an error clocking or recording your time or if there are any inaccuracies in your recorded time, you must immediately notify your Supervisor. For those employees utilizing the automated time and attendance system you may not edit or make changes to your own time records and all time edits that affect pay (e.g., daily hours, overtime, meal breaks, premium pay, changed/added/deleted punches, etc.) require the completion of a Time and Attendance Correction form and must be signed by the employee and direct supervisor authorizing and confirming the accuracy of the edit.

Your timesheet is an official legal document and a personal certification of all hours worked; therefore, it must be accurately maintained. Violating or disregarding the timekeeping procedure or falsifying or altering your time may result in disciplinary action, up to and including separation from employment.

5.4 Workweek and Pay Periods

For payroll purposes, the workweek for all employees begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on the following Sunday. Wages and salaries are paid as outlined in the chart below based on your Company.

Employees should arrange to have their paycheck directly deposited into their bank account by completing the direct deposit setup process in the employee self-service portal. If a regular payday falls on a holiday or a weekend, employees will be paid on the preceding workday. Paychecks will not be given to anyone other than employees, except with their prior written authorization naming a designated person. The Company reserves the right to take all necessary steps to verify the identity of the designated person.

At the time of hire, The Company will provide newly hired non-exempt employees with a notice of pay details specifying the rate of pay and the basis (e.g., hourly, salary, piece rate, commissions, or otherwise) for the employee's wages, including any applicable rates for overtime as well as any other information required by state law. If an employee has not received a wage information notice at the time of hire or has misplaced it, then request a copy from the Human Resources Department. If there is any change to the wage information notice, The Company will notify the employee in writing of the change(s) in an updated wage information notice or such changes would be reflected on the employee's itemized wage or pay statement.

Your paycheck will contain the itemized various deductions required by law or authorized by you. You should keep these itemized pay statements for your personal records. Employees are expected to report any errors in a paycheck to Human Resources. The Company does not permit any wage or salary advances to any employee.

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CO ID	Name	Pay Cycle	Work Week	Pay Period	Pay Day if Weekend / Holiday
112861	Nautilus Management Services Inc	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112862	Great Lakes Stevedoring LLC	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112863	Great Lakes Stevedoring LLC (Union Employees)	Weekly	Monday - Sunday	Mon - Sun, paid following Friday	Business day prior
112864	Metro Cruise Services LLC	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112865	Metro Cruise Services LLC (Union Employees)	Weekly	Monday - Sunday	Mon - Sun, paid following Thursday	Business day prior
112866	Metro Events LLC	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112867	Metro Shore Services LLC	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112868	Metropolitan Stevedore Company	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
115515	Metropolitan Stevedore Company (Union Employees)	Weekly	Saturday - Friday	Sat - Fri, paid following Thursday	Business day prior
112869	Pacific Cruise Ship Terminals	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112870	Pacific Warehouse Company	Weekly	Saturday - Friday	Sat - Fri, paid following Thursday	Business day prior
112871	Southeast Crescent Shipping Co.	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112872	Southeast Crescent Shipping Co. (Union Employees)	Weekly	Wednesday - Tuesday	Wed - Tuesday, paid following Friday	Business day prior
112872	Southeast Crescent Shipping Co. (Union Employees - Charleston only)	Weekly	Wednesday - Tuesday	Wed - Tuesday, paid following Wednesday	Business day prior
112873	Suderman Contracting Stevedore	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112874	Terminal Security Solutions	Weekly	Monday - Sunday	Mon - Sun, paid following Friday	Business day prior
112874	Terminal Security Solutions (Full Time)	Semi-Monthly	Monday - Sunday	16th-End of Month is paid on 7th; 1st-15th is paid on 21st	Business day prior
112874	Terminal Security Solutions Long Beach/Eagle Rock (Union Employees)	Bi-Weekly	Sunday to Saturday	Sun - Sat, paid following Friday	Business day prior

5.5 Payroll Deductions

The Company is required by federal, state or local law to withhold a portion of an employee's pay for tax or government-mandated benefit programs and other mandatory deductions. These legally required deductions include, but are not limited to, Federal Income Tax, State Income Tax (where applicable), Federal Social Security Insurance (FICA), Medicare Deduction, State Disability Insurance (SDI), Court Ordered Deductions (such as garnishments), and Tax Liens etc. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions.

Additionally, employees may authorize certain deductions to be made from their paychecks each month for reasons such as payment of group insurance premiums and SEP/IRA contributions. All deductions, whether they are legally required or voluntary, are itemized on each employee's paycheck stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

5.6 Exempt Employee Deductions from Salary

It is the policy of the Company that exempt employee pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the Company may make deductions from an employee's salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act.

The Company will not make deductions that are prohibited by the Fair Labor Standards Act or state laws from its exempt employee's pay.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Human Resources Department. If an error is found, you will receive an immediate adjustment, which will be paid no later than the next regularly scheduled payroll.

5.7 Overtime Pay

All non-exempt employees will be paid overtime in accordance with federal, state and local law. Employees who qualify for exemption within the meaning of the state and federal wage and hour laws do not receive overtime pay and are not subject to this policy.

Hours paid that are not actually worked, including but not limited to, holidays, vacation, and sick leave are not considered time worked for purposes of computing overtime pay.

Due to business needs and operating requirements, your supervisor may require employees to work beyond their normally scheduled work hours, including weekends. All overtime work must be planned and approved **in advance** by management. Overtime is authorized only when necessary. Supervisors are required to obtain advance approval from management prior to authorizing overtime or using overtime hours in order to complete work assignments and projects during the workweek.

All employees must have approval from their supervisor **before** working any overtime. Employees are not permitted to work in excess of their regularly scheduled work hours without obtaining advanced approval from their supervisor. Additionally, employees are not permitted to work on their own initiative before or after their scheduled work hours or during meal periods. Because unauthorized overtime is against The Company's policy, non-exempt employees who work unauthorized overtime as well as supervisors who permit employees to work overtime without obtaining prior approval from management are subject to discipline, up to and including separation from employment. When overtime is required, your supervisor will attempt to provide as much notice as possible to employees. Employees must record all overtime worked.

An employee who refuses to work overtime without a compelling or satisfactory reason is not fulfilling the requirements of their position. Unless prohibited by law, refusal to work overtime may result in disciplinary action, up to and including separation from employment.

5.8 Voluntary Make-Up Time

See California State's Employee Handbook Addendum.

5.9 Mandatory Meetings and Training

From time to time, The Company may conduct meetings and training sessions in which employees are required to attend. The Company will pay non-exempt employees for attending meetings, lectures, and training programs that are conducted outside the employee's regularly scheduled working hours as well as any applicable travel time (if any) in accordance with applicable wage and hour laws.

5.10 Travel Status

Ordinary commuting time from the employee's home to the employee's regular workplace is not considered work time, unless otherwise specified by applicable wage & hour regulations.

The Company will reimburse employees for legitimate, necessary, and reasonable expenses in accordance with The Company's Travel and Business Expense Policy. When a non-exempt employee is authorized to travel to a site other than his/her regular or usual workplace, the work shift begins for such employee upon arrival at the work site *provided* that the travel time to the site is no longer than the employee's travel time to his/her regular work site. Otherwise, such employee will be paid for the difference between the travel times when required travel time is longer than the employee's normal commute. Likewise, if a non-exempt employee reports to the regular workplace and is then required to travel to another work site during the workday, the employee would be paid travel time to the other assigned workplace.

Non-exempt employees will normally be paid for their travel time at their regular wage rate. However, The Company may establish a separate rate of pay for travel (e.g., such as when traveling as a passenger on an airline) that is less than the employee's normal rate of pay *provided* that the employee is notified of this separate pay rate before traveling on Company business and the pay rate is not less

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than minimum wage. Since travel time is counted as work time, employees are expected to record the time of day they leave home, arrive at the airport or work site, the time of day they arrive at their destination if traveling by car (or airplane), and any additional periods of work that may occur thereafter on their timesheets.

Employees who qualify for an exemption within the meaning of state and federal wage and hour laws are not subject to this policy.

5.11 Reporting Time Pay or Emergency Closing of Facilities

Unless otherwise regulated by specific state laws, Reporting Time Pay will be paid at a minimum of at least one hour of work, unless the employee works the minimum number of hours of work previously agreed upon for that day. Employees in California, Massachusetts, New Jersey and New York should refer to their respective State's Employee Handbook Addendum for further information.

At times, emergencies such as public utility failures, severe weather, earthquakes, fires or other emergency situations can disrupt company operations. Under such circumstances, The Company may have to temporarily close its facilities and send employees home. At the option of The Company, employees in these circumstances may be assigned to other work not normally performed instead of being sent home.

Reporting time pay is not applicable when business operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities; when public utilities fail to supply electricity, water, gas, or there is a failure in the public utilities or sewer system; when the interruption of work is caused by an Act of God or other causes not within the employer's control; or the employee is notified in advance not to report for work.

Because of the nature of our organization, we need to be open and operating during business hours. Inclement weather rarely warrants closing our facilities during operation. We do not expect any employee to take unnecessary risks to their personal safety in traveling to and from work, but our facilities will remain open despite difficult weather conditions. Employees are to report to work and remain at work during regular work hours, unless otherwise notified by management that our facilities are closed or will be closing, or an advisory has been issued by a public official about road closures and not to travel to and from work due to safety.

Unless otherwise specified in this policy, when an employee does not report to work, due to an emergency closing, such time will be unpaid. Employees may use their accrued vacation days if approved by management.

Exempt employees will receive their regular salary for any absences occasioned by the employer or by the operating requirements of the business in accordance with applicable state and federal wage and hour laws. If you are uncertain as to whether our facility is or will be closed, you are to contact your supervisor, the manager or Human Resources for further information and instructions.

5.12 Call-Back Pay

Occasionally, a non-exempt employee may be asked or required to return to work after he or she has left the premises for the day. If this occurs, unless otherwise regulated by state laws, the employee will be paid a minimum of two (2) hours of pay at their regular rate of pay or at the appropriate overtime rate, if applicable. If the employee works longer than two (2) hours, the employee will be paid for the time actually worked. Call back pay is not required where employees are asked during their normal shift to work beyond their normal work schedule or where employees are scheduled to work overtime.

5.13 Call-In Pay

If non-exempt employees are called and required to report to work on a day other than their normally scheduled workday for an unscheduled meeting or for a work period of unspecified length of time, they will be paid for at least two (2) hours of work at their regular rate of pay or at the appropriate overtime rate, if applicable. If the employee works longer than two (2) hours, the employee will be paid for the time actually worked.

5.14 Garnishment of Pay

A garnishment is a legal levy by a creditor against an employee's pay. The Company expects all employees to manage their personal finances so as not to involve The Company. All garnishments and other attachment orders that are required by law will be honored. An employee who suspects this may happen should review the situation with Human Resources immediately.

5.15 Reimbursement of Business Expenses

Certain employees may incur business expenses in the course of their duties. You must be authorized in advance to incur business expenses and all such expenditures must be documented on an expense report that is submitted within 30 days to your Supervisor for review and approval. All receipts for expenses are to be included with your expense report with an explanation as to the nature of the expense. In the case of promotional or entertainment expenditure, the names of the persons and the business purpose for the meeting must be included.

The Company must authorize all expenses, including meals, airline travel or hotel reservations before they are incurred. Expenses will be paid by the employee and reimbursed upon submitting an expense report and receipts unless a travel advance, corporate credit card, or other arrangements have been made. Employees are expected to exercise restraint and good judgment when incurring expenses. If you have any questions regarding how your particular expenses should be handled, please check with your supervisor before incurring the expenses.

For detailed policy information refer to the Travel and Business Expense Policy revised April 5, 2019.

6 EMPLOYEE CONDUCT AND WORKING CONDITIONS

6.1 Company Communications

6.1.1 Media Communications

The media can be a powerful ally. Media members are to be treated cordially and with respect. Reporters should be referred to the president of the Company and division presidents regarding any inquiries. The president of the Company is the only spokesperson for the Company which includes, but may not be limited to feature stories, promotions and public relations. No other employee is authorized to speak to the media, unless they are specifically designated to do so by the president of the Company.

Human Resources should be notified whenever employees are involved in an event that has or may result in media attention.

6.1.2 Bulletin Boards and Electronic Messages

Bulletin boards (physical or electronic) are used to display required job notices and to provide employees with information about job openings, changes in The Company, or information of general interest and Company emails are used to disseminate information to employees. From time to time, The Company will post special notices and information for employees on the bulletin boards. Please check the boards periodically for these notices. Posting of any notice or document on bulletin boards or anywhere else on Company premises must be approved by management. Employees are not permitted to post personal notices and solicitations on Company bulletin boards and electronic message boards.

6.2 Professionalism and Working Relations with Fellow Employees

The Company strives to maintain a workplace that fosters mutual respect and promotes cordial, productive working relationships. We expect our employees to observe certain standards of behavior, always maintain a professional demeanor, to treat each other in a manner in which they would like to be treated, and to give to others the respect that is due to every individual.

All employees must conduct themselves in a professional manner. Professional demeanor includes, but is not limited to, being trustworthy and dependable, remaining flexible and cooperative, using good judgment, showing initiative, being accurate, maintaining confidentiality, attending meetings, and maintaining your commitment with The Company. Unprofessional behavior in the workplace includes, but is not limited to, being rude, using foul language or swearing, bullying, shouting, making inappropriate jokes, making comments that demeans another, engaging in name calling or nicknames that may be offensive or upsetting to another, gossiping or spreading rumors about another individual, breaching confidentiality, harassing or touching another person inappropriately, and participating in horseplay.

All employees are expected to be courteous and considerate of one another and to work with a "team player" attitude. Teamwork means being focused on finding a solution rather than being focused on arguing over a problem. If you are unhappy with the way something is being done, propose a solution at the same time you raise a problem to management. Problems should be discussed in private. If differences persist, employees should discuss them with their supervisor or the manager to work out a solution.

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6.3 Employee Suggestions and Problem-Solving Procedure

The Company promotes an "Open Door" policy and encourages its employees to express their views on policies, practices, or working conditions either verbally, or preferably, in writing. We are always looking for better ways of operating our business, serving our customers, and helping our employees to be successful in their jobs. Employees are welcome to give their suggestions to their supervisor or Human Resources who will forward them, as appropriate, to the president/CEO. Suggestions and questions will be reviewed and discussed with employees as quickly as possible.

The Company strongly encourages all employees to discuss any work-related problems or concerns with their Supervisor and to review them with a higher level of management, if necessary. Working out problems early or when they are small often prevents misunderstandings that occur when communications break down. Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that The Company amply demonstrates its commitment to employees by responding effectively to employee concerns.

You may use the following procedure to resolve any work-related problems or concerns without fear of ridicule, retaliation, or reprisal:

1. *See Your Supervisor or Manager.* Discuss the problem or dissatisfaction with your immediate supervisor or manager, who will attempt to resolve the problem to the mutual satisfaction of all concerned. If you are not satisfied with the decision or resolution or if you feel you cannot go to your immediate supervisor or manager for any reason, you may discuss your situation with the Human Resources Department.
2. *Discuss the Problem with Human Resources.* Human Resources will discuss the problem with you and any other concerned party. Human Resources will attempt to resolve the problem, and a reply will be communicated to you as soon as possible. If you are not satisfied with the resolution, you can always discuss the matter with senior management.
3. *Refer the Problem to Senior Management.* If the matter is not resolved, you are encouraged to refer the problem to the president who will review the problem and make The Company's final response to the problem or complaint.

Additionally, if you are not comfortable discussing a problem or concern with your supervisor or manager, you may discuss the matter privately with Human Resources. If you feel that you have experienced retaliation as a result of reporting a problem or filing a complaint, you should immediately contact Human Resources or a senior member of management, including the president.

The Company Open Door policy assures you the right to discuss your concerns with these individuals without penalty or fear of retaliation. Any employee, regardless of position, who has exhausted the steps above or believes that there has been accounting irregularities, unethical, dishonest or illegal conduct or retaliation as a result of an employee using this Open Door Policy, should report it to Human Resources, the president and CEO of Nautilus International Holding Corporation or call the Ethics In-Touch hotline at: 1-844-464-3273. You may also make a report online at: imheard@getintouch.com.

6.4 Guidelines for Employee Conduct

We expect all employees to behave professionally while at work. The Company considers certain conduct inappropriate and unacceptable. It is not possible or practical to list every type of conduct that is inappropriate. However, in order to provide employees with some guidance concerning unacceptable behavior, set forth below are examples of conduct that should not take place in the work environment. This list should not be considered as all-inclusive.

These conduct guidelines do not in any way modify the at-will employment policy of The Company, which permits either the employee or The Company to terminate the employment relationship at-will, at any time, with or without cause or notice. Without waiving the foregoing, and to provide employees with guidelines concerning management's expectations of appropriate employee behavior, the following are examples of unacceptable conduct that will normally result in discipline up to and including separation from employment:

1. Obtaining employment based on false or misleading information, falsifying information or making material omissions in any Company documents or records.
2. Malicious, willful or neglectful destruction or damage to Company property or supplies, or to the property belonging to another employee, customer, supplier, or visitor.
3. Theft or unauthorized removal of property from Company premises or the premises of a customer that belongs to or is in the possession of Company, another employee, customer, supplier, or visitor.

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4. Misappropriation or unauthorized use of money, credit, property or equipment of Company or belonging to another employee, customer, supplier, or visitor.
 5. Dishonesty of any kind including asking another employee to lie, withholding the truth from management, or falsifying timesheets or any company documents or files.
 6. Offering or accepting kickbacks or bribes of any kind to obtain new business or continue to do business with our Company or with another organization or government agency.
 7. Being rude or discourteous to employees or customers, or using profane, abusive or threatening language or outbursts of anger toward management, employees, customers, or others.
 8. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices or chemicals on Company property.
 9. Willful violation of any law, rule or regulation (other than traffic violations or similar offenses); pleading guilty to or being convicted of a felony or a misdemeanor that affects your suitability for continued employment.
 10. Engaging in any action on or off Company premises that reflects unfavorably on the organization and its reputation, such as criminal or illegal behavior of any kind.
 11. Violation of Company policies on business ethics and confidentiality.
 12. Committing a fraudulent act or breach of trust in any circumstance.
 13. Possessing confidential information that has not been explicitly authorized or is not permitted to have or communicating confidential or proprietary information to unauthorized persons or entities. This does not pertain to employees discussing or disclosing their own wages or salaries, or those of others, as well as working conditions with others.
 14. Failing to notify the appropriate manager when unable to report to work, or absence of three or more consecutive days without authorization or proper notification to management.
 15. Unsatisfactory job performance, including but not limited to failure to perform assigned duties; excessive sloppiness, negligence or incompetence; doing personal work during work time; failure to treat a customer in a courteous, friendly manner, etc.
 16. Excessive personal conversation on non-work-related matters during an employee's working hours (excluding authorized rest breaks and meal periods).
 17. Malicious gossip and/or spreading rumors or interfering with another employee's work.
 18. Unsatisfactory attendance, excessive absenteeism, repeated tardiness, not being ready to work at the start of a workday, failing to observe work schedules, stopping work before the end of the workday, or failing to obtain permission to leave work for any reason during working hours.
 19. Failing to provide a physician's statement or medical certification when requested to do so.
 20. Sleeping or malingering on the job or loitering while on or off duty.
 21. Moonlighting or engaging in activities that create a conflict of interest.
 22. Fighting or provoking a fight while on the job or on Company property.
 23. Insubordination, including failure to follow job instructions, refusal to do assigned work, or refusal to perform work in the manner described by an employee's supervisor.
 24. Unlawful or unauthorized possession of alcohol or drugs while on duty or on Company premises or reporting to work under the influence of alcohol or drugs.
 25. Engaging in the illegal sale or distribution of narcotics, drugs or controlled substances while on the job or on Company property, or any violation of the Drug and Alcohol Policy, see Section 7.2
 26. Participating in an unsafe work practice, failing to observe safety rules or procedures, or disregarding any established safety rule, including not wearing required safety equipment or tampering with Company equipment.
 27. Negligence, horseplay or any other action that endangers other people or Company property or that disrupts work.
 28. Gambling while on the job or on Company premises.
 29. Smoking in designated non-smoking areas.

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30. Violating any security rules or procedures.
 31. Harassing, threatening, intimidating or coercing any employee or another person, including violation of The Company's Policy Against Harassment, see Section 2.3.
 32. Inappropriate, excessive and/or misuse of the internet during working time (e.g., sending offensive e-mail or text messages, accessing inappropriate or non-work-related websites, engaging in chat rooms or social media networking such as non-work-related tweeting or blogging, downloading inappropriate materials, etc.)
 33. Failure to abide by set standards for lunch and break periods, working unauthorized overtime, or refusing to work assigned overtime.
 34. Soliciting of any type, distributing literature, redirecting business or employees away from The Company, or selling or passing out any products, information or documents during work time or in work areas.
 35. Posting of any notices on the premises without prior authorization from management.
 36. For employees in positions requiring the use of a vehicle for Company business, becoming uninsurable based on the standards of the organization's insurance carrier due to a Department of Motor Vehicles record, driver's license suspension or revocation, or cancellation of the employee's automobile liability insurance policy.
 37. Any other violations of rules and policies of The Company.

6.5 Employee Counseling and Discipline

To ensure proper employee conduct in the workplace, violations of Company policies or standards will result in corrective action appropriate to the employee's conduct. Nothing in this employee handbook or management's discretionary use of corrective discipline in any circumstance creates any express or implied contract modifying an at-will employment relationship. Furthermore, no one has the authority to change this at-will relationship by any actions, practices, course of conduct, length of service, awards, transfers, promotions, promises or statements. Without modifying this mutual at-will relationship in any way, The Company may choose to utilize corrective discipline in some circumstances as described in this policy.

Corrective or disciplinary action may include oral counseling, written corrective disciplinary warning, performance improvement plan (PIP), demotion, suspension, or immediate separation from employment. When unsatisfactory performance or unacceptable conduct persists or is not corrected, separation from employment can be expected.

The Company may use any form of discipline or corrective action deemed appropriate to the situation. The use of any corrective or disciplinary action is completely within the sole discretion of management. The Company makes no promises, express or implied, that employees will necessarily be warned prior to having their employment terminated. Giving a disciplinary warning or warnings in one instance does not require The Company to use such warning or warnings in any other instances nor does it modify the at-will employment relationship in any way. Accordingly, The Company reserves the right to utilize any corrective or disciplinary action, including separation from employment, on a "first time" basis.

Depending upon the seriousness of the suspected offense or misconduct, The Company may administratively suspend an employee to permit management to investigate and review the circumstances of a situation. The Company may terminate an employee for any offense that it deems a violation of a Company policy or performance standards.

6.5.1 Progressive Discipline

The Company may use progressive discipline at its discretion solely for the purpose of redirecting and improving employee performance through feedback. Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or separation of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Verbal Counseling

Your manager will discuss the circumstances that have prompted the need for verbal counseling and will advise you of ways to improve your job performance in writing.

Written Warning

Your manager may feel that it is necessary to advise you in writing of poor performance in a certain area of responsibility or the failure

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to comply with an applicable Company policy or procedure. Depending on the severity of the situation, you may be given a written warning without first being given verbal counseling. A written warning indicates that the problem is serious or may be related to a problem that was previously addressed in a verbal counseling session.

Written Warnings will strictly adhere to The Company's progressive discipline procedure and will include:

- The specific reason why you were disciplined.
- The specific policy, which you violated.
- The means by which you can improve performance.
- The next disciplinary measure in case of recurrence.

Your manager will review the written warning with you and will allow you the opportunity to discuss the issues raised with the warning. You will be asked to sign the written warning, which acknowledges receipt but does not necessarily indicate agreement.

Suspension

If you receive one or two written warnings in any 90-day period, three warnings in any 12-month period, or commit an act of misconduct, you may be suspended for a time, which will normally be for three (3) days without pay (or longer if it is reasonably required). This allows The Company time to evaluate the case and to verify the facts on which the suspension has been based. Management will review any warning or acts of misconduct and determine whether the suspension will be upheld and result in your separation of employment.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; the next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to suspension pending investigation for separation of employment. When investigation is necessary, its purpose is to determine whether policy infractions have occurred and to determine the appropriate disciplinary action. You will be notified of the anticipated investigation period and be provided a date and time when you should return to work to discuss the outcome and determination of your employment. If you fail to return to discuss the outcome and determination, The Company will consider this a voluntary resignation of your position and the end of your employment.

There are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, separation of employment without going through the usual progressive discipline steps. While it is impossible to list every type of behavior that may be considered a serious offense, See Section 6.4 Guidelines for Employee Conduct includes examples of problems that may result in immediate suspension or separation of employment. However, the problems listed are not all necessarily serious offenses but may be examples of unsatisfactory conduct that will trigger progressive discipline.

6.6 Gifts Gratuities

In order to avoid conflicts of interest or any appearance of impropriety, employees may not accept a gift or gratuity valued in excess of fifty (\$50) dollars from any customer, vendor, supplier, or any organization or its representatives doing business with The Company. All personal gifts regardless of the value must be reported to your supervisor and Human Resources. Gifts include, but not limited to, decorative accessories, apparel items, electronic devices, travel or trips, entertainment events (including movie tickets), lunches or dinners, food items, alcohol or other beverages, money, or gift cards. Receiving gifts at home is strictly prohibited. Please also discuss in advance with your supervisor and the Human Resources Department any expenses for business meals, entertainment or trips paid by any person or organization that does or wants to do business with The Company. For additional information, please refer to Section 2.17 on Conflicts of Interest in the handbook as well as The Company's Business Ethics Policy, which employees have received and signed upon employment with The Company or at time of reissuance.

6.6.1 Tip/Gratuity Reporting

While the solicitation of tips/gratuities or gifts is prohibited and may result in disciplinary action, up to and including separation from employment, if unsolicited tips are received, the IRS mandates that all cash tips must be reported at the end of every shift. According to IRS guidelines, all tips – defined as cash, credit, or otherwise – must be reported. As has always been required by IRS Regulations, we expect employees to report ALL tips and gratuities. Tips received by each employee will be recorded by a manager to ensure compliance. The employee is required to review the amount that has been recorded and sign off that they have received the indicated tip/gratuity

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amount. The tip/gratuity amount recorded will then be provided to Human Resources for payroll reporting purposes. If you have any questions regarding this procedure, please notify your manager for additional clarification.

As a reminder, tips that are not reported as per IRS guidelines are subject to the following:

1. A penalty equal to 50% of the Social Security and Medicare taxes you owe on the unreported tips.
2. Income tax owed plus penalty and interest for under reporting tips that are considered wages and subject to Federal Income Taxes.

For additional information regarding your tip reporting obligations, please obtain a copy of "Tips on Tip Reporting" and IRS Publication 1244 that contain information that may provide you additional clarification as to the importance and benefits of 100% tip reporting.

6.7 Employee Dating and Non-Fraternization

The Company is concerned about behavior and personal conduct that creates workplace problems posed by dating and romantic relationships with other employees, customers or vendors. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. It is The Company's responsibility to provide guidelines and to caution employees to avoid potential problems that may jeopardize The Company or undermine its operations in any way. All employees must avoid dating or romantic relationships with other employees that create a conflict of interest, produce discord or distractions that interfere with employee productivity, or can result in potential complaints of sexual harassment.

These problems can be particularly serious in situations in which one person has authority over another. Accordingly, The Company prohibits any employee from dating or engaging in a romantic relationship with another employee to whom they directly report or any employee who directly reports to them. Additionally, managers and supervisors are required to take steps to resolve actual or potential conflict of interest or impropriety created by the relationship, including disclosing such relationship to the next highest manager in the supervisory chain of command or to Human Resources.

This policy is not intended to discourage friendships or congeniality between co-workers or between supervisory and non-supervisory personnel. The restrictions on dating and romantic relationships apply regardless of gender or the sexual orientation of the employees involved. Thus, this policy applies to opposite-sex and same-sex relationships.

Where a problem or a conflict or potential conflict arises between employees who are dating or who are in a dating or romantic relationship, The Company reserves the right to separate the employees by reassignment or other action deemed to be required by The Company up to and including separation of employment.

If an employee asks a fellow employee out for a date, and if the answer is no, employees are reminded to respect that *no means no*, thereby avoiding any appearance or claims of harassment. The Company's policy against harassment strictly prohibits any unwanted behavior of a sexual nature. Failure to comply with The Company's policy on dating and non-fraternization, and its policy prohibiting workplace harassment, will result in disciplinary action, up to and including separation from employment.

6.8 Nepotism, Employment of Relatives and Personal Relationships

The employment of relatives or individuals involved in a dating relationship in the same area of The Company may cause a real or perceived conflict of interest, problems with favoritism, and employee morale. In addition, personal conflicts from outside the work environment can be carried over into day-to-day working relationships. To avoid these problems, The Company may refuse to hire or place a relative in a position where the potential for favoritism, conflict, or appearance of impropriety exists. All requests for employment of relatives needs to be presented in writing and approved by the Human Resources Department.

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

Relatives of current employees may not directly work for or supervise a relative. Individuals involved in a dating relationship with an employee may also not directly work for or supervise the employee with whom they are involved in a dating relationship. The Company also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

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If a relative or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the employees involved in the relationship to disclose the existence of the relationship to the Human Resources Department. Upon receipt of this information, the Human Resources Department will work with the affected employees to identify a solution acceptable to all concerned. However, The Company retains the right to maintain an environment free of actual or perceived conflicts of interest.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, The Company reserves the right to take appropriate action and employees may be separated by reassignment, transfer or other action deemed to be required by The Company up to and including separation of employment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

6.9 Off-Duty Conduct

While The Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with The Company's legitimate business interests or harm the reputation of The Company. It is important that all employees, management and non-management alike, reflect a positive image of The Company in the community. Therefore, when off duty and in any part of a uniform that contains a logo or identifies the company or its clients in any way, all employees are reminded to conduct themselves in a manner that presents a positive reflection on The Company and its clients..

Employees are expected to conduct their personal affairs in a manner that does not adversely harm or damage The Company's reputation or credibility. Off-duty conduct that adversely affects The Company's legitimate business interests, or the employee's suitability for continued employment, or ability to perform their job would not be tolerated and may result in disciplinary action, up to and including separation from employment.

6.10 Attendance and Punctuality

Good attendance is an essential element in determining satisfactory job performance. Upon hire, all employees are provided their respective attendance policies for their specific locations and are responsible for adherence to the respective procedures for communicating absences and tardiness. If for any reason you are unaware of your locations attendance policy contact your direct supervisor.

The Company expects that you will be punctual and arrive to work on time and maintain regular attendance to avoid placing an additional burden on your fellow employees or re-scheduling of work assignments.

If you are ill or an emergency arises that prevents you from coming to work as scheduled, you are to ensure adherence to the procedure in accordance with your locations' attendance policy indicating the reason for your absence and when you expect to arrive or return to work. If your absence is longer than one workday, your locations attendance procedure must be followed each workday unless other specific arrangements have been made with your supervisor. In the event you are absent due to an emergency, such as sudden illness or hospitalization, ensure you or your designated emergency contact complies with your locations attendance policy.

An absence is the failure of an employee to be at a designated work area to perform assigned work as required, not reporting for work on time as scheduled, not ending a rest break or meal period and returning to work on time, and/or leaving prior to the end of a workday as scheduled. Such absences include lost time (partial or full day) due to illness, injury, personal reasons, or other reasons for which The Company is not responsible.

Except for FMLA triggering events, if you are absent for three (3) consecutively scheduled shifts, and fail to contact your supervisor, it will be considered that you have abandoned your position, and a separation from employment will be processed accordingly.

Unsatisfactory tardiness includes not reporting to work at the scheduled starting time, not ending or returning from a rest break or meal period on time, and/or leaving work prior to the end of a workday as scheduled.

In the event, due to an unexpected emergency, you need to leave during working hours (other than in connection with your job responsibilities or Company business) or prior to the end of your scheduled work shift, it is your responsibility to notify and obtain approval from your supervisor **before** leaving work. If your supervisor is not available, then contact your manager via phone or cell phone as well as notify the Human Resources Department before you leave work.

An unsatisfactory attendance record of tardiness and absences, even if for a justifiable reason, or failure to follow the call-in procedure or properly notify management of your absence can result in disciplinary action, up to and including separation from employment.

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6.10.1 Reporting Your Absence and Doctor's Statement

For any absence or tardiness, employees who speak or leave a message with anyone other than their supervisor, the manager or the Human Resources Department do not meet The Company's reporting requirements.

Unless prohibited by state or local law, a physician's statement may be required, to verify an absence was due to illness or injury. Furthermore, The Company may require a doctor's verification that an employee is capable of resuming their job responsibilities before being permitted to return to work. Alternatively, The Company may request an evaluation of an employee's medical condition from an appointed physician at Company expense to verify that the employee can perform the essential job functions and will not pose a direct threat due to a medical condition in accordance with the ADA.

Any falsification, misrepresentation or other violation of an attendance obligation to The Company can result in disciplinary action, up to and including separation from employment.

6.11 Personal Possessions

Employees are encouraged to avoid bringing expensive items, personal documents, or personal possessions that have sentimental value to work and to take all precautions to safeguard all such items and possessions if brought to work, especially wallets and purses. Please secure your desk or workstation at the end of the workday or when called away from your work area for an extended length of time, and do not leave valuable items or personal articles in or around your work area that may be accessible to others.

Employees who bring any kind of personal items and possessions to work do so at their own risk because The Company accepts no responsibility for any items or possessions that are stolen, lost or damaged in any way.

Employees whose employment ends voluntarily or involuntarily should remove any personal items at the time they leave The Company. Personal items left in the workplace by former employees are subject to disposal if not claimed at the time of the employee's separation of employment.

6.12 Personal Telephone Calls or Cellular Phones, Visitors and Mail at Work

While at work, employees are expected to perform their job duties. Accordingly, personal calls on Company telephones or personal cell phones during an employee's work hours are not permitted.

Personal telephone calls, including making or receiving calls or text messages or any form of digital communications from your cell phone or personal communication device, are to be handled away from guest contact areas and during non-work time (before work, during a rest break and meal period, and after work). During working hours, let your cell phone calls go to voice mail, and check for messages later and return calls during your break time. If a family member or a friend needs to contact an employee because of an emergency, then that person needs to call the office so a message can be taken and given to the employee, or a Supervisor will notify the employee to take the phone call.

During working hours, employees are to turn off their cell phone ringer or keep their personal cell phone on silent or vibrate mode so as not to disturb other workers. This does not apply for employees who may have a company-provided cell phone. Find a private place to make or receive personal calls from your cell phone during non-work time so your conversations cannot be overheard by others or would disturb other employees who are working. Also, please avoid bringing or using your cell phone in the restrooms as well as using your cell phone during staff meetings.

Employees who have cell phones are not to use these phones to record private conversations of co-workers, customers or others; or download from the Internet and/or share inappropriate or obscene pictures or items with others at work. Employees are prohibited from taking or transmitting unauthorized photographs or videos of co-workers or others in the workplace or during business-related events without the other person's express consent. Additionally, employees are not to use these phones where photographs or videos may be taken of Company's proprietary information or where The Company's proprietary or confidential information may be transmitted to unauthorized persons.

All visitors must enter and exit through the front entrance and check in at the reception area. Visitors should be escorted to their destination and not be left unattended and unescorted while in the facility. Visitors are not permitted to enter restricted or unauthorized areas unless with prior management approval. If family or friends are visiting, please ensure that they do not disrupt or interfere with your work or the work of others or disturb others. For safety and insurance reasons, minor children of employees should not be left unattended or unsupervised in our facilities at any time. It is not appropriate to bring your minor children to work as a substitute for making arrangements for proper childcare while at work.

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Additionally, The Company will assume that all mail addressed and/or delivered to The Company is official business mail, even though it may be addressed to an individual. Employees should not have personal mail or packages sent to them at The Company, or send personal mail or parcels using The Company's mail services unless permission is requested and reimbursement is made. If you do not wish to have your mail or packages opened or returned to the sender, please have your mail or packages delivered to your home. The Company's postage and parcel mailing services as well as company letterhead and stationery may not be used for personal correspondence or packages.

Violation of this policy may result in disciplinary action, up to and including separation from employment.

6.13 Employee Parking

Parking is available to employees on Company premises, if space permits. As a courtesy to others, employees are expected to park only in designated areas on Company premises. Please do not park in reserved spaces or in a fire zone or any other restricted areas. Also, please do not block any gate, door or driveway, or shipping and receiving areas. When parking is not available, employees are to park their vehicles off Company property. The Company assumes no responsibility for damage or theft of any vehicle, or the contents in any vehicle while parked on Company property.

6.14 Use of Company Equipment and Personal Use of Company Property

The Company furnishes employees with equipment or tools needed to perform their jobs. When using equipment or tools in performing tasks, employees are expected to exercise care and follow all operating and maintenance instructions, safety standards, and guidelines. Use equipment and tools only for the purpose for which they are designed. Do not attempt to operate any equipment or machine until you have been properly trained on the correct use. Please notify your supervisor of any equipment or tool that is broken, malfunctioning, damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Company resources are to be used only for legitimate business purposes. Company property and equipment are not to be used for personal use by employees unless specifically authorized. Company property includes vehicles, equipment and tools, cell phones, telephones, fax and other communication equipment, computers, copy machines, postage, office supplies, etc. Borrowing any Company property for personal use, removing Company property without approval, or using the organization's time and resources for personal gain is prohibited. Unauthorized use or removal of Company property or resources by an employee is subject to disciplinary action, up to and including separation from employment.

6.15 Off-Duty Use of Company Facilities

Employees are prohibited from remaining or loitering on Company premises or making use of Company facilities after work while not on duty, unless with prior approval by management. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

6.16 Solicitation and Distribution of Literature or Other Items at Work

In order to avoid disruption of operations, the following rules apply to solicitations and distribution of literature, goods, or other items on Company property or premises.

6.16.1 Non-Employees

Persons who are not employed by The Company may not solicit or promote support for any cause or organization, nor distribute literature, goods or other items on Company premises or property at any time for any purpose. Loitering by non-employees on Company premises is prohibited at all times. Any non-employee violating this policy will be required to leave Company premises.

6.16.2 Employees

Employees may not solicit others, promote support for any cause or organization; distribute literature, goods, or other items, or circulate any written or printed materials during "working time" or in "working areas" at any time for any purpose. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include rest breaks, meal periods, off-duty hours, or any other specific periods during the workday when employees are properly not engaged in performing their work assignments. Working areas are those areas where employees are performing their assigned work duties or conducting business.

6.17 Use of Social Media

The Company recognizes the increasing use of online social media networks as a communication tool such as personal websites, web logs (blogs), wikis, social networks, online forums, video-sharing websites, and any other kind of social media. The Company respects the right of our employees to use these mediums during non-work hours or their personal time. However, use of these mediums during working hours or on Company equipment is prohibited, except as may be required to conduct authorized Company business or to perform assigned job duties. Your department manager and the Human Resources Department will authorize you in writing if you can use any social media tools to perform your job duties. Employees are to review The Company's electronic communication policy at Section 6.18 Voice Mail, E-Mail, Internet Usage, Computer Files and Software Programs for additional instructions and work requirements.

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, co-workers, and others. However, use of social media also presents certain risks and carries with it certain responsibilities. Ultimately, employees are responsible for what they post online or on a social media outlet. Before you create online content, consider your responsibilities and certain risks, rewards and consequences that are involved. Employees are responsible for presenting The Company in a manner that safeguards the positive image, credibility and reputation of the organization and themselves as well as of their fellow employees, managers, and clients. While your free time is generally not subject to any restriction by The Company, we urge all employees to be civil with others and avoid posting information about The Company, their jobs or other employees on social media sites, which could lead to morale issues in the workplace or detrimentally affect The Company's business. Respect the rights and privacy of fellow co-workers and others who do business with The Company. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects clients, vendors, suppliers, business associates, people who work on behalf of The Company or The Company's legitimate business interests may result in disciplinary action up to and including separation from employment. However, nothing in this policy or in the employee handbook should be construed to prohibit employees from communicating or discussing their wages, benefits, working conditions, or other terms of employment with co-workers or others; nor should it be interpreted as limiting the rights of employees under the National Labor Relations Act.

Generally, employees who participate in social media are free to publish personal information such as work information in a personal profile, including company name, job title, and job duties, status updates regarding an employee's own job duties, and personal participation in Company sponsored events. Employees are prohibited from disclosing information on any social media network that is confidential or proprietary to The Company or to a third party that has disclosed confidential information to The Company. Employees are to maintain the confidentiality of The Company's trade secrets and confidential information as defined under Section 2.18 of the employee handbook. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal company reports, policies, procedures, or other internal business-related confidential communications. Employees should not use or display Company logos or trademarks for commercial purposes on any personal blogs or social media network. Also, employees are prohibited from acting as a spokesperson for The Company or posting comments as a representative of The Company without written permission from the Human Resources Department. If an employee blogs about their work at The Company or discuss The Company on any social media network, the employee must state in clear terms that the views expressed are the employee's own and that they do not reflect those of The Company by including a disclaimer such as "The postings on this site are my own and do not represent the opinions, positions or views of The Company."

Additionally, employees are not to link a personal blog or social media network to The Company's website, or post testimonials or endorsements about The Company or any of its products or services without disclosing their relationship with The Company and identifying themselves as an employee of The Company. In order to respect the privacy of fellow employees and others, employees should avoid posting images or photos of co-workers, clients or others without their explicit or implicit consent. Always be fair, considerate and courteous to fellow employees, clients, vendors, suppliers or people who work on behalf of The Company when posting comments online or on a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating; that disparage clients, business associates, vendors or suppliers; or that might constitute harassment or bullying. Examples of such conduct might include offensive posts or comments meant to intentionally harm someone's reputation; or posts or comments that could contribute to a hostile work environment on the basis of race, color, religion, sex or gender, sexual orientation, age, disability, national origin, or any other status protected by law as well as prohibited by The Company's policies against discrimination and harassment. Inappropriate postings that may include discriminatory remarks, harassment, bullying, and threats of violence, sabotage or similar inappropriate or unlawful conduct will not be tolerated and would subject the employee to disciplinary action up to and including separation from employment.

Make sure you are honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Employees should never post any information, unfounded accusations or rumors that they know to be false about The Company, fellow employees, clients, vendors, suppliers, people working on behalf of The Company, or competitors. An employee who is responsible for a social media posting that fails to comply with the guidelines set forth in this policy or to correct misinformation, or that otherwise is detrimental to The Company's business as explained above would be subject to discipline, up to and including separation from employment. Employees can be held responsible for the disclosure, whether purposeful or inadvertent, of confidential or proprietary information, information that violates the privacy rights or other rights of a third party, or the content of anything posted on any social media.

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The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including separation from employment.

The Company may access and view an employee's website or web blogs that are not restricted to only certain users but are available to others or to the general public at any time without consent or previous approval. The Company does not require an employee to disclose their username or password for the purpose of accessing the employee's personal social media accounts, nor does The Company require an employee to divulge any personal social media except to investigate allegations of employee misconduct or employee violation of applicable laws and regulations.

If you have questions or need further information, please contact the Human Resources Department for guidance.

6.18 Voice Mail, E-Mail, Internet Usage, Computer Files and Software Programs

Voice mail, electronic mail (e-mail), instant messaging, texting, Internet access, and other systems are made available to various positions throughout The Company in order to enhance productivity and provide more efficient services for our customers. This policy applies to all Company electronic communications and computer systems including, but not limited to, personal computers, telephone systems (including company provided cell phones, if provided), voice mail, electronic mail (email), facsimiles, and Internet access, together with all related equipment.

E-mail, instant messaging, texting, voice mail, Internet access, and any other electronic communications and computer systems are Company property and are intended solely for job-related activities and carrying out Company business and not for personal use. Incidental and occasional brief personal use of The Company electronic communications and computer equipment is *not* permitted even during non-working time. All files, documents, data and messages sent, received, composed and/or stored on any Company computer system and servers are the property of The Company. Use of The Company's electronic communications and computer systems constitutes consent to this policy.

All messages transmitted via these systems will be treated as business messages. Any employee who sends a personal message on these systems should be aware that such messages will be viewed as a business message and not a personal, confidential message of the employee. Any use by an employee of a private password does not entitle that employee to any confidentiality. The use of passwords to gain access to these systems is for the protection of the organization, not the employee. The Company may override any applicable passwords to inspect, investigate or search an employee's files and messages. Employees are not to use or disclose someone else's password, access a file, or retrieve any stored communication without authorization. It is inappropriate for an employee without permission or approval by management to access another employee's voice mail, e-mail, instant messaging, texting, or computer files without that employee's consent or knowledge.

Company confidential or proprietary information (as defined under Section 2.18 of this Handbook) should not be transmitted via these systems outside the organization or even to employees within the organization unless such recipients are authorized to receive such information. Employees must not copy and send by e-mail or through the internet any confidential or copyrighted information, electronic files, or software that is protected by copyright or other intellectual property laws. Employees are not to connect any personal devices such as massive storage drives, iPod's, MP3 players, flash drives, or other devices to any company computer to download or save files or to play audio or video files without prior approval by management. Employees using the internet should take the necessary anti-virus precautions before downloading or copying any file from the internet. Employees using the internet should also take necessary precautions to prevent spamming by not opening or responding to suspicious or unknown e-mails or to prevent phishing by avoiding unsafe or unknown websites or internet links to protect your identity and personal information. All downloaded files are to be checked for viruses as well as all compressed files are to be checked for viruses before and after decompression. Employees are to review the Company's IT Security policy for additional details.

No software licensed to The Company may be duplicated or installed for use on another computer, unless The Company purchases a special "multi-user license" software package. Employees may not install unauthorized or unlicensed software on any company equipment. The use of unlicensed copyrighted software is considered piracy under applicable state and federal laws and can result in substantial penalties per infringement. Accordingly, employees are not to load any software programs (e.g., operating systems, third-party software, freeware and shareware applications, utilities, etc.) or download from the internet any software, screen savers, files, etc. without obtaining approval from the Information Technology Division. If you are uncertain about whether a software program is permitted, contact the Information Technology Division or your supervisor before installation. Likewise, if you find any program installed on your computer that you know or believe should not be there, then notify the Information Technology Division or your Supervisor. Any employee found to have installed prohibited programs or unlicensed software in violation of this policy may be subject to disciplinary action.

All employees should keep e-mail, instant messaging, texting, Internet and voice messages businesslike and refrain from using the systems for gossip, personal messages, chat rooms or chain letters. E-mail, instant messaging, texting, and voice messages should not be profane, vulgar, defamatory, or harassing. No one may use the voice mail, e-mail, instant messaging, texting, the internet or other computer

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systems to view, save, download, send or forward to others any discriminatory, harassing, bullying, or threatening messages or images; ethnic or racial slurs, indignities, or obscenities; sexual or offensive comments, or off-color jokes; inappropriate pictures, lewd graphics or images, pornography, or obscene materials; or anything that may be construed as harassment, bullying or showing disrespect for others. Nor may employees use any Company equipment (e.g., computers, telephone, voice mail, cell phones, or other electronic devices) for playing games or gambling; blogging or participating in chat rooms or going on social networking sites including but not limited to Facebook, LinkedIn, Twitter, Pinterest, WhatsApp, Reddit, Snapchat, Tumblr, Flickr, Instagram, YouTube, etc. that do not involve conducting Company business or performing assigned job duties; swapping or downloading copyrighted music or video files; playing streaming audio or video files; passing off personal views as representing those of the organization; sending or posting messages that defame or slander other individuals, disparage an organization's products or services, or damage the organization's image or reputation; soliciting others for personal business or commercial ventures, personal advertising, or religious or political causes; or engaging in other non-business matters or any illegal activities.

Employees are expected to comply with established information security policies and procedures and to fully cooperate with any security investigation. Any employee violating this policy or misusing the voice mail, e-mail, instant messaging, texting, the internet, or computer systems will be subject to discipline up to and including separation from employment. Employees may also be held personally liable for any violations of this policy.

The Company reserves the right to monitor, access, search, retrieve, read, and review any and all voice mail, e-mail, instant messaging, texting, computer files or messages, data or documents, on-line transactions, or internet data of any employee, without advance notice, that are composed, sent, received, stored on or deleted from its electronic communications and computer systems. Accordingly, no employee should expect their voice mail, e-mail, instant messaging, texting, Internet usage, or computer files and communications to be confidential or private.

Employees who have access to or possess company data or computer files, and who may quit or who are laid off or terminated from The Company are prohibited from misusing, copying, deleting, altering, damaging, corrupting, or destroying any computer files or data containing Company information before or after separation from employment. An individual who causes damage to any Company computer or files can be held liable for any unauthorized access, misappropriation, destruction, and/or damage including, but not limited to, any impairment to the integrity or availability of data, a program, a system, or information. Upon separation from employment, an employee shall not remove any software or data from Company computers. Similarly, the Company's smartphone can be remotely-wiped, and the Company will not be liable for the loss of any personal data such as photos, music, personal contacts, text messages, etc.

6.19 Workplace Monitoring

Workplace monitoring is conducted by The Company to ensure quality control, employee safety, and security. The Company conducts video surveillance of non-private workplace areas such as building exteriors, parking lot, lobby, entrances and exits, hallways, manufacturing and production work areas, shipping & receiving, storage areas, and other work areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

6.20 Smoking and Smokeless Tobacco

The Company is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. As such, the following policy has been adopted and applies to all employees. Smoking, vaping, or chewing tobacco products are prohibited in all areas of the building and in enclosed work locations as well as in Company vehicles. Smoking is defined as the act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind. Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs and e-cigars.

Smoking, vaping or chewing tobacco is permitted only in designated outside areas during regularly scheduled rest and meal periods. Please be especially courteous to the sensitivities of our customers and fellow employees who may object to smoking. Smoking is not permitted near entrances or doorways of any of our buildings. Your manager will provide you with the designated smoking locations at your facility.

6.21 Dress and Grooming Code

Professional image is important and is maintained, in part, by the image that you present to customers, visitors, vendors, and others in our business. No one has a second chance at a first impression. You are expected to consistently utilize good judgment in determining your dress and appearance on a daily basis.

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We expect that all employees will be appropriately dressed and groomed at all times. The Company's separate operations permit different clothing standards suitable to our work environments, and employees are expected to wear attire that is appropriate for their jobs. In choosing appropriate work attire, you should consider tastefulness, public contact, the nature of your job, and your working conditions. An employee's work attire must be neat, clean, and free of holes and tears, appropriately fitted (for example not baggy and not too loose, tight, or short), in good taste, and projects a positive image of our Company.

Employees in management, administrative or sales positions are expected to dress professionally and may wear appropriate business casual attire between Monday and Thursday of each week. On Fridays, office and administrative personnel may wear suitable casual attire such as sports or casual shirts, khakis, jeans, skirts and sneakers/tennis shoes that are acceptable to management. Business reasons may require employees to wear suitable business attire during casual day. Employees should consider their level of customer and public contact and the types of meetings they are scheduled to attend in determining the type of attire that is appropriate.

The Company provides uniforms (shirts with company logo and pants) to production, security and warehouse employees. When furnished, employees are to wear these Company uniforms during working hours while at work.

Employees are to wear safety shoes or closed toe/closed heel shoes in the warehouse and other plant work areas as instructed by management to prevent foot injuries. The Company will provide or reimburse an employee for the purchase of steel-toed safety shoes that may be required in production work areas up to the maximum allowance as determined by management. Open-toed shoes and sandals may create a safety hazard and are not permitted in the production work areas. Additionally, employees must wear any protective clothing and/or safety equipment such as safety glasses, ear protectors, dust masks, welding masks, gloves, safety belts, and other personal protective equipment provided at the times, places and in the manner required by The Company to prevent injuries and potential work hazards.

Jewelry that interferes with work performance or may be a potential hazard to employee safety is not permitted especially when operating machinery. Hazardous jewelry may include, but is not limited to, rings, pendants, necklaces, chains, hoop or dangling earrings, and bracelets. Earrings are acceptable but certain other visible body piercing (e.g., nose, eyebrow, tongue, lip, etc.) may not be appropriate for our workplace, except with prior management consent or due to the employee's religious practice. Tattoos should be discreet and should be covered or concealed if requested by management so not readily noticeable while at work, and may not be offensive in nature.

Hair must be clean, neat, and appropriately styled for our work setting. Long hair that could potentially interfere with assigned duties or present a potential safety or health hazard must be tied back or contained by a hairnet or other effective covering as instructed by management. Mustaches, beards, and sideburns must be neatly trimmed and maintained at all times. Fingernails must be kept clean and at a length compatible with job requirements.

All employees are expected to practice proper hygiene to avoid noticeable body odor that might offend others. Employees are not to use strong or pungent perfumes or other strong fragrances from colognes, aftershaves, lotions, or hairsprays.

It is the responsibility of each supervisor to communicate The Company's dress and grooming standards to all current employees and each new employee as he or she is hired. Employees are expected to check with their supervisor if they are unsure about the appropriateness of their attire or grooming.

The Company recognizes the importance of individually held religious beliefs to persons within its workforce and will reasonably accommodate a staff member's religious beliefs in terms of workplace grooming and/or attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for employees. Those requesting a workplace attire accommodation based on religious beliefs should be referred to Human Resources.

6.21.1 Inappropriate Attire

For your guidance, the following are some clothing articles that are not appropriate at work: provocative, sheer or revealing clothing of any kind; mini-skirts or excessively short skirts; shorts or cargo shorts (except when approved by management during warm weather for plant employees); spaghetti strap blouses/dresses without a jacket; halter, tank tops or muscle shirts (unless covered by a blouse or shirt); low cut, backless or off the shoulder wear; leggings, stirrup or stretch pants, or spandex pants (unless covered by an acceptable long shirt or sweater or worn with an appropriate skirt or dress); clothing exposing the midriff or undergarments; T-shirts or shirts with inappropriate, profane or offensive logos, statements, artwork or pictures; clothing of any kind that is faded, stained, discolored or dirty, has holes, is wrinkled, or is frayed, torn, patched or missing buttons; pants or jeans that are discolored, baggy, saggy or ripped; sweatpants, sweatshirts or workout attire; and flip-flops, crocs, or beach sandals; hats (except approved hair coverings provided as a religious or medical accommodation).

6.21.2 Non-Compliance

Employees who are inappropriately dressed may be sent home and directed to return to work in the proper attire. Non-exempt employees will not be compensated for the time away from work. Employees who violate The Company's dress code policy and/or grooming standards will be subject to disciplinary action, up to and including separation from employment.

6.22 Use of a Cell Phone While Driving and other Distractions

While The Company recognizes that there may be a need to use cellular phones for business purposes, *safety must be the first priority*. Employees may not operate a hand-held cell phone while driving a vehicle on Company business. Employees may use only a cellular phone that is designed and configured to allow hands-free listening and talking operation and is used in that manner while driving. For safety reasons, employees should not use and refrain from using their cell phones, even with hands free options, or any other portable communication devices while driving and, instead, let their calls go to voice mail. However, if employees must or need to use their cell phone then they should do so *only* when using it "hands free" for **brief conversations** while continuing to drive their vehicle safely without being distracted. Use speed or voice dialing whenever possible, and never manually dial a phone number unless your car is parked. Additionally, employees are not to write (including voice texting), send, receive or read e-mails or access text messages from their cell phone or any other communication device while driving.

If an employee needs to make a phone call while driving, the individual must find a proper parking space first. Stopping on the side of the road is not acceptable except only for a genuine emergency, such as to request help due to an automobile accident or a car breakdown. Be attentive while driving and keep your eyes on the road at all times if you need or must use your hands-free phone. Otherwise, employees should park their vehicles before using their phone if the conversation is not brief, the call is going to be involved or intense, when the weather is bad, or when road conditions are poor or traffic is heavy.

In addition to using or talking on cell phones, employees should avoid other distractions that can lead to accidents while driving or while the car is moving such as eating, drinking, reading, taking notes, using or changing the GPS navigation system, taking photos or videos of yourself or others, and other activities that may distract you from driving your vehicle safely and concentrating on the traffic and road conditions. Employees also should remember that while traveling on business, they are expected to follow posted speed limits, practice defensive driving, and wear seat belts at all times.

Violation of this policy may result in disciplinary action, up to and including separation from employment.

6.23 Use of Vehicles for Company Business

During your employment, you may be required to use your own vehicle, a company vehicle or a rented vehicle for Company business. You must possess a current valid driver's license, appropriate insurance coverage (including collision and third party liability), and have specific authorization from your supervisor in order to use a company vehicle, a rented vehicle or your own vehicle on Company business. Following a conditional offer of employment, and in accordance with the Federal Fair Credit Reporting Act (FCRA) and respective state regulations as applicable, a motor vehicle record check may be conducted on all final job candidates for whom driving a motor vehicle is an essential job function. Thereafter, The Company reserves the right to conduct motor vehicle record checks annually for these employees. In addition, employees are responsible for immediately reporting to their supervisor and any changes in their automobile insurance policy or the status of their drivers' license such as suspension or revocation. Employees whose essential job functions include driving a company vehicle and are found to be uninsurable or who create the potential for an increase in The Company's liability insurance premiums may be separated from employment.

If you use your own vehicle on authorized Company business, you will be reimbursed at the established rate that is allowed per mile. To be reimbursed, employees must indicate the number of miles, the name and location of the person visited, and the business purpose for the visit on the expense report. The Company will also reimburse necessary toll road and parking expenses incurred while an employee is away from the office on Company business.

Employees are to observe all traffic and parking regulations. Should an accident occur, The Company is not responsible for damage to your car or other property or for injuries to a third party. The Company will not pay fines for moving, parking or other violations occurring when you are driving your vehicle, a company vehicle or a rented car on Company business. All employees driving a vehicle on Company business must immediately report to their supervisor and Human Resources about any accident and/or any moving or non-moving violation for which they are cited while driving a vehicle. In the event of an accident while using any vehicle on Company business, employees are required to contact Risk Management to complete an accident report giving details about the accident, e.g., date, time, place, persons involved, insurance information on other driver(s), any injuries or property damage, witnesses, etc.

7 WORKPLACE HEALTH AND SAFETY

7.1 Occupational Health and Safety

The Company is dedicated to a goal of maintaining standards for the safety and health of its employees. As part of that goal, The Company is committed to providing employees with a work environment that is conducive to safe, effective and productive job performance. The health and safety of our employees is a priority. All employees must follow safe working practices and instruct others to work safely, including complying with The Company's Injury and Illness Prevention Program and any other safety programs, and attend safety meetings and training as may be required.

7.1.1 Safety

It is our policy to provide and maintain a safe working environment for you. By using good judgment, following safe work practices, using proper procedures when lifting and carrying heavy objects, and operating tools and equipment properly, you will help us meet our objective of keeping you safe while preventing work-related injury and property damage. Employees are to report any unsafe or hazardous condition, or emergency situation to their supervisor or manager, immediately. Reports and concerns about a workplace health and safety issue, or the existence of a hazardous condition or practice in the workplace may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

All employees are required to know the location of all emergency exits in their work area. Employees are expected to ask their Supervisor or the Manager to confirm the location of, and the routes to, all emergency exits. Employees are to know the location of all alarms and fire extinguishers and become familiar with the proper use of emergency equipment should the need arise. Employees are also to review and become familiar with The Company's emergency evacuation and fire prevention plans, and to clarify any unclear aspect of our emergency procedures with their Supervisor or Health, Safety and Environmental team.

Employees who jeopardize or violate health and safety rules or standards, who cause hazardous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including separation from employment.

7.1.2 Incidents & Reporting On-The-Job Incidents and Injuries

All incidents (injury to you, another employee, customer, vendor, visitor or any other person; property damage to Company property or customer property/cargo) or any near misses must be immediately reported to your supervisor. Any injury no matter how minor that occurs at the workplace or during the course of your employment must be reported promptly. You may be entitled to workers' compensation benefits for on-the-job injuries and prompt, accurate reporting of incidents will assist you in obtaining the benefits, which you are entitled to receive.

Employees who incur an injury or illness on the job or are involved in an incident on the job (whether or not they are injured) are required to immediately report all such situations, no matter how minor it may seem, to their supervisor, Safety Department or Risk Management. If your supervisor is not available, anyone present should notify any other management person, or seek appropriate medical care for the injured or ill person as soon as possible.

When an employee is involved in an on-the-job incident and/or incurs a work-related injury or illness, the employee shall advise The Company if he or she desires to seek medical attention. The Company shall provide authorization for medical treatment on a Company-generated form to the employee. The Company reserves the right to deny authorization for medical treatment if it reasonably believes the injury was not work-related.

The Company will investigate all situations so that, if applicable, corrective action can be taken to prevent any unsafe working conditions, practices and procedures. Employees are expected to help management correct the situation before resuming any work that caused or might cause an accident, injury, or illness.

The Company will make a reasonable effort to ensure that employees who return to work after a serious injury or illness are capable of performing their duties or assignments without risk of re-injury or relapse. If the cause of the employee's illness or injury was job related, management will make a reasonable effort to provide the returning employee with work assignments consistent with the instructions of the employee's doctor until the employee is fully recovered. A doctor's written release is required before an employee can begin any type of work assignment.

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7.2 Use of Drugs and Alcohol

Employees are the most valuable resource at The Company. For that reason, The Company has a critical interest in assuring the health, safety, and well-being of its employees and the maintenance of a safe and efficient work environment. The possession, use or sale of controlled substances (such as alcohol, marijuana, cocaine, heroin, opiates, methamphetamine, and other drugs or narcotics) in the workplace, or individuals who are under the influence of these substances, pose unacceptable risks for safe, healthful and efficient operations. Likewise, the possession, use or being under the influence of alcohol in the workplace poses safety and production risks. All employees must report to work in a drug free condition to perform their jobs safely and efficiently.

The unlawful manufacturing, use, sale, purchase, possession, distribution, or transportation of illegal drugs, alcohol, controlled substances or other intoxicants by any employee while on Company property or in a vehicle while performing Company business is strictly prohibited. An illegal drug is any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained or is being misused or abused. All employees are required to report to work in appropriate mental and physical condition. Reporting for work or remaining on duty while under the influence of any intoxicating beverage or intoxicant or having in your system any illegal drug or controlled substance at any detectable amount may be grounds for immediate suspension pending investigation for separation from employment.

This policy covers illegal drugs, including marijuana, as well as prescribed or over-the-counter drugs that are not legally obtained or are not being used for prescribed purposes. Using or being under the influence of any legally obtained drug while performing Company business or while in a Company facility or on Company property, or while operating a Company vehicle or equipment is prohibited to the extent that such use or influence affects job safety or efficiency. Impairment from the use of alcohol or drugs may affect the safety of co-workers, customers or members of the public, your job performance, and the safe and efficient operation of The Company facility.

Although the use of medical or recreational marijuana may be permitted in various states, its use is not permitted at any Company facility or client work location, or by an employee while on duty, when operating equipment to perform his/her job duties, or driving a vehicle on Company business.

Employees who are or will be using legal drugs that may affect their performance or impair their judgment should immediately inform their supervisor. The Company may consult with the prescribing physician or another qualified medical professional to learn the expected effect of the drug and/or require a written statement from the physician or medical professional that continued working would be safe and efficient. An employee may continue to work if The Company determines that the employee does not pose a safety threat and/or that job performance is not affected by use of the drug. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate measures.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may inform your immediate supervisor, designated manager, or Human Resources for assistance in seeking help to address substance abuse and who can also help you determine coverage available under the Company's medical insurance plan. When work performance is impaired or violations of policy are committed, admission to or use of a treatment program does not preclude appropriate corrective or disciplinary action by the Company. Any violator of this substance abuse policy will be subject to disciplinary action, up to and including separation from employment.

Inspections of Company/customer facilities and property inspections of Company facilities, The Company, port operators, or cruise lines may provide offices, desks, cabinets, furniture, lockers, computers, equipment, machinery, vehicles, and other property that employees use in the performance of their job duties. The equipment and facilities are the sole and exclusive property of the issuing entity.

In order to prevent possession of illegal drugs, stolen property, weapons, or other improper materials at the workplace, The Company, port operators, port authority, port security or authorized cruise line personnel retains the right to search and inspect all property and premises, including common areas used by employees or question employees and inspect any of their packages or belongings when entering or leaving to detect the presence of drugs, controlled substances or alcohol. Such inspections may occur at any time, with or without advance notice. As a term and condition of employment, every employee is expected and required to fully cooperate with any search being conducted to detect the presence of drugs or alcohol on Company property.

This policy applies to all company or port property, regardless of whether it is for your exclusive use and regardless of whether you are allowed to maintain a lock or other means to limit access to the property. Any employee who wants to avoid inspection of any articles or materials should not bring such items onto the premises.

You are expected to cooperate in such inspections, and your consent to inspection is required as a condition of employment. Refusal to consent may result in disciplinary action, up to and including separation from employment.

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7.2.1 Alcohol and Drug Rehabilitation

An employee who may have an alcohol or drug problem is encouraged to seek treatment before their performance or conduct is affected. The Company will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, unless it imposes an undue hardship on The Company. You may use any available sick leave as well as any accrued, unused vacation benefits to which you are entitled for the purpose of entering and participating in such a rehabilitation program.

A request by an employee for assistance or participation in an alcohol or drug rehabilitation program may not be used by the employee as means of avoiding any disciplinary action, up to and including separation from employment, when there has been a violation of this policy.

7.2.2 Workplace Violence Prevention Policy

The Company is committed to providing a workplace that is free from acts or threats of violence being exhibited from or towards an employee, vendor, or customer. Violence presents a serious occupational safety hazard to our organization, staff, and customers and adherence to this policy to increase protection for employees and provide a secure workplace. The Company believes prevention of workplace violence begins with recognition and awareness of potential early warning signs of a situation that presents the possibility of violence. Accordingly, The Company prohibits any employee from threatening or committing any act of violence in the workplace or while on company business.

Be aware of persons loitering on Company property for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas), and you are encouraged to recommend appropriate corrective actions to prevent workplace violence and limit access to work areas by unauthorized persons.

You are expected to cooperate in helping to keep the workplace free from problems that are associated with activities that appear to be illegal, unauthorized or potentially violent. Accordingly, you must immediately notify your supervisor or any other management personnel of the existence of any such activities or security hazards that you may become aware of during your employment and are required to participate in any investigations regarding violations or potential violations of this policy. All reports of workplace violence will be taken seriously, reviewed promptly, and appropriate corrective actions will be taken.

You should request assistance from the nearest available manager to help resolve any difficult situation or security problem. Do not confront any person who is hostile or overly agitated. Instead, you should immediately report to management any persons who act in a suspicious, hostile, or violent manner.

This prohibition against threats and acts of violence applies to all persons involved in Company operations, including, but not limited to, all company personnel, contract workers, temporary employees, and anyone else conducting Company business off Company property. Violations of this policy, by any individual, may lead to disciplinary and/or legal action as appropriate.

7.2.3 Definitions

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or more employees. Workplace violence may involve any threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of the Company or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve employees, agents, or individuals acting as a representative of the Company, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

Workplace violence includes but may not be limited to

- Threats of any kind.
- Threats or acts of physical or aggressive contact or behavior directed toward another individual, their family, friends, employees or property.
- Physical assault.

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- Harassing or threatening phone calls.
 - Intimidation, harassment, and/or coercion.
 - The intentional, defacing, destruction, physical damage or threat of destruction of Company property, customer facilities or another employee's property.
 - Bringing weapons or firearms of any kind on Company premises or while conducting Company business (except for authorized and licensed security personnel.)
 - Attempt or threaten, whether verbal or physical, to inflict physical injury upon an employee.
 - Any intentional display of force, which would give an employee reason to fear or expect bodily harm.
 - Intentional and wrongful physical contact with a person without his or her consent that entails some injury.
 - Surveillance or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.
 - Other behavior that suggests a propensity toward violence such as belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of Company property, or a demonstrated pattern or refusal to follow Company policies and procedures.
 - Veiled threats of physical harm or similar intimidation.
 - Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Company's legitimate business interests.

Workplace violence does not refer to occasional comments of a socially acceptable nature. These comments may include references to legitimate sporting activities, popular entertainment, or current events. Rather, it refers to behavior that is personally offensive, threatening, or intimidating.

7.2.4 Enforcement

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at the Company's discretion, to remain off Company premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by an Employee, a judgment will be made by the Company as to what actions are appropriate with respect to that employee, including potential medical evaluation and/or disciplinary action up to and including separation from employment.

Important note: Management will make the sole determination of whether, and to what extent, the Company will act upon threats or acts of violence. In making this determination, the Company may undertake a case-by-case analysis to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy alters the at-will nature of employment at the Company.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law enforcement authorities when warranted. All employees are responsible for helping to create an environment of mutual respect as well as customers and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

Retaliation against any employee for reporting a problem, filing a complaint, bringing inappropriate conduct to The Company's attention, or participating in an investigation or proceeding in compliance with this policy is strictly prohibited and may result in disciplinary action, up to and including separation from employment.

7.3 Housekeeping

The Company wants to provide an attractive and pleasant atmosphere for its employees and customers. All employees are expected to keep their work areas clean, organized, and uncluttered and to pick up after themselves when they use the restroom, lunchroom, and public areas. The Company makes available lunch or break areas for use by employees. It is important that you understand and fulfill your responsibility to The Company and to your fellow employees when it comes to housekeeping.

It is everyone's responsibility to keep all work areas clean and trash free. This includes such items as the refrigerator, microwave, and coffee maker. Please help in this regard by cleaning up and disposing of food, drink and trash properly at the end of your rest or meal period. Each employee is responsible for the cleaning of the mugs, glasses, dishes and utensils that he or she uses. In general, it is for the safety and benefit of everyone that we keep our facilities and workstations clean and orderly. The result will be a work environment, which we all can be proud of at The Company.

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TO BE SIGNED BY NEWLY HIRED OR CURRENT EMPLOYEE

Nautilus International Holding Corporation which includes Metropolitan Stevedore Company, Pacific Warehouse Company, Metro Cruise Services LLC, Southeast Crescent Shipping Company, Metro Shore Services LLC, Nautilus Management Services Inc., Suderman Contracting Stevedores, Inc., Terminal Security Solutions Inc., Great Lakes Stevedoring LLC, and Metro Events LLC (hereinafter referred to as "The Company").

HANDBOOK ACKNOWLEDGMENT AND AGREEMENT

I acknowledge receipt of The Company's 2021 Employee Handbook containing policies and procedures of The Company as well as outlining my privileges and obligations. I understand that this handbook replaces any previous handbook, understanding, policy, practice, or representation concerning the subject matters covered by the handbook. I understand and agree to read and abide by the policies, practices, procedures and rules contained in the handbook as well as any amendments or changes. I understand that except for the "at-will" nature of my employment, all other policies, practices, procedures, rules and benefits contained in this handbook and other related documents may be amended, modified, discontinued or eliminated at any time by The Company at its sole discretion.

I further understand and agree that my employment with The Company is for an unspecified term and is based upon mutual consent and may be terminated at will by either party. Therefore, my employment and compensation may be terminated by The Company or me "at will" at any time, for any or for no reason, with or without cause or prior notice. Additionally, I understand and agree that the at-will nature of my employment relationship with The Company means that the terms of my employment at The Company, including but not limited to, promotion, demotion, discipline, transfers, layoff or recall, compensation, benefits, job duties and responsibilities, hours and schedules, work assignments, and location of work, may be changed by The Company at any time, with or without notice, and for any or for no reason. Although other terms or conditions of employment may change, this at-will aspect of my employment relationship will remain in effect throughout my employment with The Company, unless there is a written agreement to the contrary. No employee or representative of The Company other than the president/CEO has any authority to enter into an agreement to employ me for any specified period of time or to make any agreement inconsistent with the terms of this acknowledgment. This "at-will" nature of my employment relationship cannot be changed, modified, amended, or rescinded except by an individual written employment agreement signed by the president/CEO of The Company and me (or by an authorized representative on my behalf). I also understand and agree that nothing in this Handbook or The Company's discretionary use of corrective discipline creates any express or implied contract to the contrary and that this handbook is not a contract of employment. Accordingly, I will not interpret this handbook in any way that will create any express or implied contractual rights between The Company and me. I understand and agree that any verbal or written representations by anyone to the contrary are invalid and should not be relied upon by anyone. This "at-will" nature of my employment sets forth the entire agreement on this subject and supersedes any prior oral or written understandings or statements.

Nothing in the employee handbook should be construed to prohibit employees from communicating or discussing their wages, benefits, working conditions, or other terms of employment with co-workers or others.

I HAVE CAREFULLY READ THIS ACKNOWLEDGEMENT, AND I AGREE TO THE ABOVE CONDITIONS OF EMPLOYMENT.

EMPLOYEE NAME (PRINT): _____ EMPLOYEE ID #: _____

EMPLOYEE SIGNATURE: _____ DATE: _____

NOTE: In most cases this will be electronically read, reviewed, and acknowledged within our HRIS system and maintained electronically within the same system.

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2021

Florida Employee Handbook Addendum



Nautilus Group of Companies



Please Note: This resource provides only a general overview of some of the laws that may be applicable in a given state. We cannot guarantee the completeness of the information and any employment questions not addressed in this addendum should be referred to Corporate Human Resources.

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Florida

3.7 Mandated Disability Benefits

Florida law does not require employers to provide disability benefits.

3.12 Jury Duty and Court Appearance Leave

Florida employers must allow employees time off from work to serve as jurors. Additionally, employees who have been subpoenaed are allowed time off to testify in judicial proceedings. Florida law prohibits employers from dismissing from employment any employee summoned for jury duty because of the nature or length of the jury service or any employee whose absence results from compliance with a subpoena. Employers are generally not required to pay employees for absence from work for these reasons.

4.3 Florida Family and Medical Leave

Florida currently does not have a comprehensive family and medical leave law requiring private employers to provide leave rights greater than those required by the federal Family and Medical Leave Act (FMLA).

4.9 Domestic Violence Leave

Employers with **50 or more employees** must allow eligible employees to take up to **three (3) working days** of leave in any 12-month period if the employee or a family or household member is the victim of domestic or sexual violence.

For additional information please contact Human Resources.

5.1.2 Florida Meal & Rest Breaks

Florida generally does not require private employers to provide employees who are not minors meal or rest breaks. However, minors who are 17 years of age and younger generally may work no more than four (4) consecutive hours without a 30-minute uninterrupted break.

Please Note: This resource provides only a general overview of some of the laws that may be applicable in a given state. We cannot guarantee the completeness of the information and any employment questions not addressed in this addendum should be referred to Corporate Human Resources.



Metro Cruise Services

Position Summary

Job Title: Assistant Supervisor

Location: Pier

Reports To: Manager, Assistant Manager, Pier Supervisor

Direct Reports: Lead Agents, Pier Agents (Directional / Check In)

Peers: N/A

The Assistant Supervisor is responsible for monitoring staff and passenger flow. They will also assist the Pier Supervisor and the other leadership roles to ensure a smooth and successful Ship Day Operation.

Key Responsibilities

- Assist with facilitation of morning staff meetings.
- Manage schedules to ensure that staff are present and in correct position; ensuring breaks and scheduled end times are followed.
- Anticipate adjustments to team assignments by observing the flow of guests, addressing inefficiencies or bottlenecks.
- Communicate effectively and efficiently; whether in person, on the phone or radio.
- Ensure all Staff are following Safety protocols for both their own safety and that of our guests.
- Ensure all documentation questions that arise are addressed and resolved as per Cruise line and Metro Cruise policy and protocol; referring to Document Recovery Guides and advise Supervisor & Manager of ALL unusual documents issues.
- Maintain the highest level of guest service; resolving any customer issues in a positive and professional manner.
- Lead with empathy and positivity.

Main Debarkation Responsibilities:

- Ensure safety walk of the debarkation route is conducted. Manage passenger flow to luggage and transportation areas
- Ensure efficient transition of Luggage Hall and Transportation from debark to embark Operations
- Maintain communication with other Leaders to ensure smooth disembarkation
- Monitor passenger capacity in luggage to maintain safety levels
- Maintain records of Debark Metrics to be given to Supervisor at end of ship day

Main Embarkation Responsibilities:

- Guide staff to abide by all Cruise line Policies and Procedures regarding Guest Documentation and Denial of Sailing



Metro Cruise Services

- Work with Office Administration Staff to ensure all inquiries are responded to and delegated accordingly
- Assist the other leaders with coordinating luggage retrieval from the ship for guests denied sailing
- Manage passenger flow during embarkation
- Escalate any unusual documentation issues to the next level leader and other area operations that must be aware
- Supervise Leads; providing assistance as needed
- Ensure that all Document Recovery Protocols are followed & recorded per Brand and Metro Cruise Policy
- Maintain records of Embark Metrics to be given to Supervisor at end of day

Leadership Attributes

- Act as an example and leader for all staff
- Be a resource of information; guiding and training staff continuously.
- Build and maintain strong relationships with internal (Metro team) and external (Guests, Ship personnel, CBP, Port Agent, Security, Stevedores, etc.) customers.
- Be an ambassador of customer service; modeling positivity and empathy.
- Lead team and organization in working towards shared goals and objectives.
- Ensure staff abide by dress code.
- Hold self and team accountable for working safely and adhering to compliance-related programs, policies, practices and procedures.
- Take appropriate actions to address potential issues.

Minimum Qualifications

The following are the minimum qualifications that an individual needs in order to successfully perform the duties and responsibilities of this position.

Knowledge/ Experience

- At least three (3) seasons working with a cruise ground services company OR
- At least two (2) seasons working as part of a Leadership Team within the industry
- Previous experience in another industry managing teams and people.

Skills/Abilities Pertinent to This Position

- Excellent Verbal & Written communication skills
- Passion for customer service / satisfaction
- Ability to interact and work at all levels as a team member.
- Problem-solver
- Flexibility/adaptability to change while multi-tasking.
- Discretion in handling privacy issues with guests
- Integrity in all actions



Metro Cruise Services

Physical Demands

In general, the following physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to allow differently-abled individuals to perform the essential functions of the job.

- Must be able to communicate with employees and guests effectively;
- Must be able to physically stand for at least six (6) hours in an active and dynamic environment.

Other Considerations

Please note that shifts as an Assistant Supervisor or Lead Agent may be limited. In this case, the agent may elect to be assigned shifts as a Pier Agent and would be paid at the corresponding rate for the shift.

Section P.3b_Job Description - Operations Manager



Metro Cruise Services

Position Summary

Job Title: Operations Manager

Location: Pier

Reports To:

Direct Reports:

Peers: Operations Managers in Metro Cruise

The Operations Manager strives to provide an exceptional working environment and ensure positive staff morale. The Operations Manager is responsible managing hourly staff, including all required training, ensuring customer service expectations are met, monitor ship operations and adjust as necessary, and work with clients to ensure a smooth Ship Day Operation.

Key Responsibilities

- Responsible for turnaround operations in port.
- Work alongside Port Authorities, Terminal Security, Port Police, Airport Agency and Transportation vendors, etc.
- Work with service providers to improve communication and leverage future partnership opportunities.
- Oversee the development and training of staff and supervisors.
- Plan recruitment efforts, interviews and onboarding of new and seasonal staff.
- Review and approve payroll to ensure accuracy.
- Oversee transportation operation.
- Timely completion and submission of all reports to the cruise line partner(s).
- Attend all Port and Airport Operation meetings and provide an update to management and staff.
- Work closely with cruise line account managers and support staff to adhere, revise and ensure successful operations.
- Implement incremental revenue projects.
- Report all work related incidents/accidents, both internally and to cruise line management, in a timely manner.
- Compile and review documentation for client invoice submission to finance department.
- Ensure all company policies and procedures are communicated and followed.
- Lead with empathy and positivity.
- Will travel to support other operations as required.
- Additional duties as required.
- Lead with empathy and positivity.



Metro Cruise Services

Leadership Attributes

- Act as an example and leader for all staff.
- Be a resource of information; guiding and training staff continuously.
- Build and maintain strong relationships with internal (Metro team) and external (Guests, Ship personnel, CBP, Port Agent, Security, Stevedores, etc.) customers.
- Be an ambassador of customer service; modeling positivity and empathy.
- Lead team and organization in working towards shared goals and objectives.
- Ensure staff abide by dress code.
- Hold self and team accountable for working safely and adhering to compliance-related programs, policies, practices and procedures.
- Take appropriate actions to address potential issues.

Minimum Qualifications

The following are the minimum qualifications that an individual needs in order to successfully perform the duties and responsibilities of this position.

Knowledge/ Experience

- At least three (3) seasons working with a cruise ground services company OR
- At least two (2) seasons working as part of a Leadership Team within the industry.
- Previous experience in another field of work managing teams and people.

Skills/Abilities Pertinent to This Position

- Elevated Verbal & Written communication skills.
- Passion for customer service / satisfaction.
- Ability to interact and work at all levels as a team member.
- Problem-solver.
- Flexibility/adaptability to change while multi-tasking.
- Discretion in handling privacy issues.
- Integrity in all action.

Physical Demands

In general, the following physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to allow differently-abled individuals to perform the essential functions of the job.

- Must be able to communicate with employees and guests effectively;
- Must be able to physically stand for at least six (6) hours in an active and dynamic environment.

Section P.3c_Job Description - Pier Agent



Metro Cruise Services

Position Summary

Job Title: Pier Agent

Location: Pier

Reports To: Manager, Assistant Manager, Pier Supervisor, Lead Agents

Direct Reports: N/A

Peers: Pier Agents (Check In, Directional, All non-leadership)

Our Pier agents are responsible for greeting and assisting guests navigate both inside and outside the cruise terminals. There are various positions within the terminal that they may be asked to perform in which include check in and directional capacities.

Key Responsibilities

- Attend debark and embark staff meetings as dictated by each Brand's start time to understand sailing requirements and destinations for the day.
- Assist with set up of pier as needed and break down at the end of the day.
- Assists guests disembarking the vessel with locating luggage and completing lost luggage forms, when necessary.
- Monitors the flow of traffic in the luggage area, including U.S. Customs and Border Protection (CBP) areas.
- Guides the flow of traffic throughout the terminal, including: secure areas, walkways, check-in areas, gangways and elevators/escalators and direct guests accordingly.
- Informs guests on how they can receive luggage assistance from stevedores for both debark and embark.
- Direct embarking guests to and from security x-ray machines and prepare them for the next phase of embarkation.
- In floating locations, ensure guests are on the correct path for debark or embark and keep guests from entering/exiting through closed or secure areas.
- Escorts guests requiring wheelchair assistance throughout the terminal during embarkation and debarkation.
- Escorts and monitors guests pending debarking or boarding status or those requiring additional documentation.
- Direct guests to or from next available agents processing either in debark (CBP) or during embark (check in agents) to ensure continuous flow of process.
- Gathers data for various embarkation processes to include registration flow and timetables; reports findings to management, as established.
- Attend embark staff meetings as dictated by each Brand's start time to understand sailing requirements and destinations for the day.
- As a check in agent, review and verify validity of all travel documents presented by guests for check-in.



Metro Cruise Services

- As a check in agent, input guest travel information using the registration system and checks in each guest upon arrival. Ensures required information is accurately processed and/or paperwork is completed.
- Provide guests with stateroom keys and/or pertinent boarding information, according to cruise line brand manual and training.
- Maintain the highest level of guest customer service and offering a certain level of cheer or sympathy as the situation requires.
- Perform other job related duties as assigned.
- Answer general questions in an accurate and pleasant manner and provide pertinent information regarding boarding and sailing; take the initiative to assist guests. If unable to respond and resolve on your own, know when to elevate to upper management.

Requirements

- Positive Attitude.
- Required to perform basic data input functions on a laptop computer, tablet or handheld device.
- Communicate clearly with peers and guests.
- Greet each guest with a warm smile while maintaining a positive demeanor.
- Follow all company policies and procedures
- Maintain dependable attendance and follow appearance guidelines and cruise line brand standards.

Minimum Qualifications

The following are the minimum qualifications that an individual needs in order to successfully perform the duties and responsibilities of this position.

Knowledge/ Experience

- High School Diploma or equivalent. Will also accept evidence of current enrollment for students aged 16 or 17.
- At least 1 year of customer service experience.
- Ability to secure TWIC card (based on location)

Skills/Abilities Pertinent to This Position

- Verbal & Written communication skills in English. Other languages not needed but can be an asset.
- Basic mathematical skills to accurately handle cash payments from embarking guests and ability to process credit cards.
- Passion for customer service / satisfaction
- Ability to interact and work at all levels as a team member
- Great attention to detail dealing in embarkations documentation and requirements.
- Flexibility/adaptability to change while multi-tasking
- Integrity



Metro Cruise Services

Physical Demands

In general, the following physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to allow differently-abled individuals to perform the essential functions of the job.

Manual dexterity required for reaching for documents and operating the cruise line provided laptops and check in system. Must be able to stand constantly for the entire shift (4-8 hours), often in the same position.

In some cases ability to push or pull guests via wheelchair weighing between 100-300lbs. Ability to lift, carry, push or pull items 15-30lbs.

Timeline & Tasks

Provided and reviewed during Orientation.

Specifics per cruise line brand including required forms are documented in FLL Shared Drive.

Section P.3d_Job Description - Pier Supervisor



Metro Cruise Services

Position Summary

Job Title: Pier Supervisor

Location: Pier

Reports To: Manager, Assistant Manager

Direct Reports: Assistant Supervisor, Lead Agents, Pier Agents (Directional / Check In)

Peers: N/A

The Supervisor is responsible for maintaining regular communication with Ship Staff and Shoreside teams to managing the of flow of passengers, relay of information regarding Guest Check in and Denial, and ensure the success of the daily operation. The Supervisor is responsible for maintaining all metrics and completing and submitting the Port Call Report at end of day.

Key Responsibilities

- Responsible for all aspects of disembarkation and embarkation for assigned ship.
- Primary Shore side contact for ship personnel.
- Assist with Morning Staff meeting
- Manage schedules to ensure that staff are present and in correct position; ensuring breaks and scheduled end times are followed.
- Keep a log of all designated key times and events during the day on the provided Vessel Turn Report document.
- Immediately report any unusual situations to Management.
- Ensure all unusual documentation issues are addressed and resolved.

Main Debarkation Responsibilities:

- Act as the liaison between the Ship and ground staff regarding disembarkation and the luggage offload status
- Monitor and direct all onsite teams and work diligently to resolve any operational issues.
- Assist guests and shipboard teams with unusual situations; working with additional partners (Port Agent, CBP, Terminal Security, etc.) where necessary
- Escort final guests through CBP & Luggage Hall, confirm with Port Agent and CBP zero count has been reached and relay to embarkation teams.

Ensure efficient transition from debark to embark Operations



Metro Cruise Services

Key Responsibilities (continued)

Main Embarkation Responsibilities:

- Serve as the primary contact with shipboard management for smooth start to embarkation; confirming start times for with Ship's Guest Services/Customer Service Director (per Brand title).
- Coordinate with Terminal Security team to maximize efficiency of security screening machines.
- Consistently monitor the flow of the Operation to optimize Safety, and Customer excellence standards.
- Assist with Check in or Denial issues as necessary; advising Management and documenting all unusual document issues or Pier issues to be resolved and keep noted.
- Compile and collect and submit all metrics at for end of day reports.

Leadership Attributes

- Act as an example and leader for all staff
- Be a resource of information; guiding and training staff continuously.
- Build and maintain strong relationships with internal (Metro team) and external (Guests, Ship personnel, CBP, Port Agent, Security, Stevedores, etc.) customers.
- Be an ambassador of customer service; modeling positivity and empathy.
- Lead team and organization in working towards shared goals and objectives.
- Ensure staff abide by dress code.
- Hold self and team accountable for working safely and adhering to compliance-related programs, policies, practices and procedures.
- Take appropriate actions to address potential issues.

Minimum Qualifications

The following are the minimum qualifications that an individual needs in order to successfully perform the duties and responsibilities of this position.

Knowledge/ Experience

- At least three (3) seasons working with a cruise ground services company OR
- At least two (2) seasons working as part of a Leadership Team within the industry
- Previous experience in another industry managing teams and people.



Metro Cruise Services

Skills/Abilities Pertinent to This Position

- Excellent Verbal & Written communication skills
- Passion for customer service / satisfaction
- Ability to interact and work at all levels as a team member.
- Problem-solver
- Flexibility/adaptability to change while multi-tasking.
- Discretion in handling privacy issues with guests
- Integrity in all actions

Physical Demands

In general, the following physical demands are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to allow differently-abled individuals to perform the essential functions of the job.

- Must be able to communicate with employees and guests effectively;
- Must be able to physically stand for at least six (6) hours in an active and dynamic environment.

Other Considerations

Please note that shifts as a Pier Supervisor may be limited. In this case, the agent may elect to be assigned shifts as a Pier Agent and would be paid at the corresponding rate for the shift.

Section Q

1. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from any federal, state, or local environmental regulatory agencies?
Yes ___ No X

2. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or civil penalties from the U.S. Coast Guard?
Yes ___ No X

3. Has the Applicant received within the past five (5) years or does the Applicant have pending any citations, notices of violations, warning notices, or fines from the Occupational Safety and Health Administration?
Yes ___ No X

If you responded "Yes" to any of this section's questions 1, 2, or 3 above, please provide a detailed summary for each question containing the following information:

- a) Name and address of the agency issuing the citation or notice
- b) Date of the notice
- c) Nature of the violation
- d) Copies of the infraction notice(s) from the agency
- e) Disposition of case
- f) Amount of fines, if any
- g) Corrective action taken

Attach copies of all citations, notices of violations, warning notices, civil penalties and fines issued by local, state, and federal regulatory agencies, all related correspondence, and proof of payment of fines.

4. Provide a statement (and/or documentation) which describes the Applicant's commitment to environmental protection, environmental maintenance, and environmental enhancement in the Port. **REFER TO ATTACHED STATEMENT**

Section R

Provide written evidence of Applicant's ability to promote and develop growth in the business activities, projects or facilities of Port Everglades through its provision of the services (i.e., stevedore, cargo handler or steamship agent) it seeks to perform at Port Everglades. For first-time applicants (stevedore, cargo handler and steamship agent), the written evidence must demonstrate Applicant's ability to attract and retain new business such that, Broward County may determine in its discretion that the franchise is in the best interests of the operation and promotion of the port and harbor facilities. The term "new business" is defined in Chapter 32, Part II of the Broward County Administrative Code as may be amended from time to time.

REFER TO ATTACHED "PROMOTE AND DEVELOP GROWTH STATEMENT"

Enviros - Enforcement Action Advanced Search

Page 1 of 1

ENVIROS

Enforcement Action Advanced Search

Search Reset

No information was found matching your selection criteria. Please try again.

Enforcement Action Number:

House Number: To:

Street:

[Direction](#) [Street Name](#) [Street Type](#) [Suite](#)

City: Zip:

Section: Township: Range:

Respondent:

[Help on this page](#)
Screen ID: 23473469



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- Broward.org
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Florida Hazardous Waste Handler Search Results

Page 1 of 1



Florida Department of Environmental Protection

Hazardous Waste Facilities Search Results

Selection Criteria for This Handler Search:

EPAID: % ; Name: METRO SHORE SERVICES LLC% ; Address: % ; City: % ; County: %

For Facility Data Links:

Activities -- provides a list of RCRA compliance activities and violations.

Mapping in GIS -- this opens a **[NEW IMPROVED]** GIS mapping tool focused on the facility.

Documents -- this provides a list of electronic documents available online.

Error Reporting -- send us feedback to address data errors.

County Verification -- County or RPC verification of Facility and Waste for this site.

For a Generator Status History:

click on the **Status**. - **NNOT** indicates a facility is a Non-Notifier and may not have been issued the associated EPAID - **Check with DEP before using that EPAID!**

[Legend of Status Types](#)

EPA ID	Name	County	Address	Contact	Status	As of	Data Links
Search has retrieved 0 Facilities							

Legend of Status Types:

- LQG - Large Quantity Generator
- SQG - Small Quantity Generator
- CES - Conditionally Exempt Small Quantity Generator
- UOT - Used Oil Transporter
- TRA - Hazardous Waste Transporter
- TSD - Treatment/Storage/Disposal Facility
- CLO - Closed
- NHR - Non-Handler of Hazardous Waste

Occupational Safety and Health Administration

▪ [Menu](#)

SEARCH OSHA

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[Español](#)

Establishment Search

Reflects inspection data through 05/22/2021

This page enables the user to search for OSHA enforcement inspections by the name of the establishment. Information may also be obtained for a specified inspection or inspections within a specified SIC.

Note: Please read important information below regarding interpreting search results before using.

Search By:

Your search did not return any results.

Establishment
(This box can also be used to search for a State Activity Number for the following states: NC, SC, KY, IN, OR and WA)

State ▾ ▾

OSHA Office ▾

Site Zip Code

Case Status All Closed Open

Violation Status All With Violations Without Violations

Inspection Date

Start Date ▾ ▾ ▾

End Date ▾ ▾ ▾

Can't find it?
[Wildcard use %](#)
[Basic Establishment Search Instructions](#)
[Advanced Search Syntax](#)

NOTE TO USERS

Establishment Search Page | Occupational Safety and Health Administration Page 2 of 2

The Integrated Management Information System (IMIS) was designed as an information resource for in-house use by OSHA staff and management, and by state agencies which carry out federally-approved OSHA programs. Access to this OSHA work product is being afforded via the Internet for the use of members of the public who wish to track OSHA interventions at particular work sites or to perform statistical analyses of OSHA enforcement activity. It is critical that users of the data understand several aspects of the system in order to accurately use the information.

The source of the information in the IMIS is the local federal or state office in the geographical area where the activity occurred. Information is entered as events occur in the course of agency activities. Until cases are closed, IMIS entries concerning specific OSHA inspections are subject to continuing correction and updating, particularly with regard to citation items, which are subject to modification by amended citations, settlement agreements, or as a result of contest proceedings. THE USER SHOULD ALSO BE AWARE THAT DIFFERENT COMPANIES MAY HAVE SIMILAR NAMES AND CLOSE ATTENTION TO THE ADDRESS MAY BE NECESSARY TO AVOID MISINTERPRETATION.

The Integrated Management Information System (IMIS) is designed and administered as a management tool for OSHA to help it direct its resources. When IMIS is put to new or different uses, the data should be verified by reference to the case file and confirmed by the appropriate federal or state office. Employers or employees who believe a particular IMIS entry to be inaccurate, incomplete or out-of-date are encouraged to contact the OSHA field office or state plan agency which originated the entry.

UNITED STATES DEPARTMENT OF LABOR

Occupational Safety and Health Administration
200 Constitution Ave NW
Washington, DC 20210
800-321-6742 (OSHA)
TTY
www.OSHA.gov

FEDERAL GOVERNMENT

White House
Severe Storm and Flood Recovery Assistance
Disaster Recovery Assistance
DisasterAssistance.gov
USA.gov
No Fear Act Data
U.S. Office of Special Counsel

OCCUPATIONAL SAFETY AND HEALTH

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ABOUT THE SITE

Freedom of Information Act
Privacy & Security Statement
Disclaimers
Important Website Notices
Plug-Ins Used by DOL
Accessibility Statement

From: [Microsoft Outlook](#)
To: [\[REDACTED\]](#)
Subject: Relayed: Freedom of Information Act request
Date: Tuesday, May 25, 2021 4:47:28 PM
Attachments: [Freedom of Information Act request .msg](#)

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:
HQS-SMB-FOIA (EFOIA@uscg.mil)
Subject: Freedom of Information Act request

Our Commitment to the Environment – Section Q.4

Metro Shore Services, LLC (MSS) is deeply committed to the preservation of the environment and the protection of marine life. Our natural ties with the sea alongside the cruise industry and the port community guided the establishment of environmental programs promoting cleaner air and a pristine marine environment.

MSS is committed to the utilization of zero emission electric equipment when working cruise vessels in Port Everglades. Whenever diesel engine powered equipment must be utilized, Tier III low emission engines will be used.

PROMOTE AND DEVELOP GROWTH STATEMENT – Section R

For years, Metro Shore Services, LLC. (MSS), has provided quality value-added services to the cruising world. We have continually stress excellent customer service to truly capture the current needs of the cruise industry. We are committed to makings continuous improvements in these ever-evolving times. The mission of MSS is to reach unprecedented levels of customer satisfaction ratings for cruise guests. We have implemented a simple and logical approach to port and shore operations that go beyond the boundaries of customer service. Our comprehensive approach addresses all the administrative needs of a cruise ship from the moment its guests arrive at the port to the moment they debark the vessel at the conclusion of their voyage.

Industry cruise leaders have expressed their needs and expectations regarding shore services and customer satisfaction, and the MSS team has taken it to heart. Our employees receive extra customer service training, and we have streamlined the passenger check-in process. Even with the newer, larger vessels and increased passenger capacity, we are committed to providing the same exemplary service.

MSS has provided shore services for major cruise lines like Carnival Cruise Line, Royal Caribbean, Celebrity, Disney Cruise Line, Holland America Group, and Virgin Voyages for years. We have received some of the highest customer satisfaction ratings in the industry.

It is our goal to bring our refined approach to ground agency services to Port Everglades. When cruise customers have a positive shore-side experience, they are more likely to spread the word and sail again. Our excellent customer service skills will enhance Port Everglades' reputation as a cutting edge, forward thinking cruise port. Our ability to synergize with security, Customs and Border Patrol, U.S. Coast Guard, stevedores, and the ship crew will ensure a smooth operation.

We are confident that MSS's attention to details and competency in all areas of shore-side operations will be a great asset for Broward County and Port Everglades.

If you have checked an Applicant box for VESSEL BUNKERING, VESSEL OILY WASTE REMOVAL, VESSEL SANITARY WASTE WATER REMOVAL, OR MARINE TERMINAL SECURITY, the following additional information is required:

N/A **VESSEL BUNKERING**

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the applicant's operations manual approved by the U.S. Coast Guard.

Section V- A copy of the applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

N/A **VESSEL OILY WASTE REMOVAL**

Section S - Certificate of Adequacy in compliance with the Directives of MARPOL 73/75 and 33 CFR 158, if applicable.

Section T- A Letter of Adequacy from the U.S. Coast Guard and a copy of the Applicant's operations manual approved by the U.S. Coast Guard.

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section V- A copy of the Applicant's Oil Spill Contingency Plan for Marine Transportation Related Facilities approved by the U.S. Coast Guard.

Section W- A Terminal Facility Discharge Prevention and Response Certificate with a copy of an approved Oil Spill Contingency Plan from the Florida Dept. of Environmental Protection.

Section X- A Used Oil Collector, Transporter, and Recycler Certificate from the Florida Dept. of Environmental Protection.

Section Y- An Identification Certificate from the U.S. Environmental Protection Agency.

Section Z- An approved Discharge Cleanup Organization Certificate from the Florida Dept. of Environmental Protection which has been issued to the Applicant or to its cleanup contractor with a copy of the cleanup contract showing the expiration date.

N/A **VESSEL SANITARY WASTE WATER REMOVAL**

Section U- A Waste Transporter License from the Broward County Environmental Protection Department identifying the nature of the discarded hazardous (or non-hazardous) material to be transported.

Section Z1- A copy of the Applicant's operations manual.

Section Z2- A Septage Receiving Facility Waste Hauler Discharge Permit from the Broward County Water and Wastewater Services Operations Division.

N/A **MARINE TERMINAL SECURITY**

Section N1- A list of all metal detection devices, walk-through and hand held, as well as all luggage and carryon x-ray machines owned or leased, to be used or domiciled at Port Everglades. Listing must include brand name and model.

Section N2- A copy of all manufacturers recommended service intervals and name of

company contracted to provide such services on all aforementioned equipment.

Section N3- A description of current method employed to assure all equipment is properly calibrated and functioning.

Section N4- current training requirements and training syllabus for employees operating x-ray equipment. Highlight emphasis on weapon and contraband identification.

Include equipment operator certificates, if any.

Section O1- Provide copies of all local, state and federal licenses, including:

- a. A copy of the Applicant's State of Florida Business License.
- b. A copy of security agency's Manager's "M" or "MB" License and a copy of the security agency's "B" or "BB" License issued by the Florida Department of Agriculture and Consumer Services.

Section P3- SECURITY GUARDS / SUPERVISORS

- a. Provide Applicant's background requirements, education, training etc., for personnel hired as security guards.
- b. Provide historic annual turnover ratio for security guards.
- c. Provide a copy of Applicant's job training program/policy including a copy of training curriculum and copies of all manuals and take-home materials made available to security guards. Include information regarding frequency of training.
- d. Provide background requirements, experience, licensing and any and all advanced training provided to supervisory personnel.
- e. Provide present policy for individual communication devices either required of security guards or supplied by the employer.
- f. Provide procurement criteria and source as well as Applicant's certification requirements for K-9 workforce.
- g. Provide information on the number of security guards / supervisors currently employed or expected to be employed to provide security services at Port Everglades.

Supervisors _____
Class D Guards _____
Class G Guards _____
K-9 Handlers _____

By signing and submitting this application, Applicant certifies that all information provided in this application is true and correct. Applicant understands that providing false or misleading information on this application may result in the franchise application being denied, or in instances of renewal, a franchise revoked. Applicant hereby waives any and all claims for any damages resulting to the Applicant from any disclosure or publication in any manner of any material or information acquired by Broward County during the franchise application process or during any inquiries, investigations, or public hearings.


Applicant further understands that if there are any changes to the information provided herein (subsequent to this application submission) or to its officers, directors, senior management personnel, or business operation as stated in this application, Applicant agrees to provide such updated information to the Port Everglades Department of Broward County, including the furnishing of the names, addresses (and other information as required above) with respect to persons becoming associated with Applicant after its franchise application is submitted, and any other required documentation requested by Port Everglades Department staff as relating to the changes in the business operation. This information must be submitted within ten (10) calendar days from the date of any change made by the Applicant.

Applicant certifies that all workers performing functions for Applicant who are subject to the Longshore and Harbor Workers' Act are covered by Longshore & Harbor Workers' Act, Jones Act Insurance, as required by federal law.

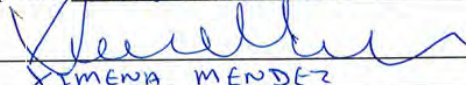
This application and all related records are subject to Chapter 119, F.S., the Florida Public Records Act.

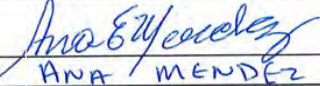
By its execution of this application, Applicant acknowledges that it has read and understands the rules, regulations, terms and conditions of the franchise it is applying for as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended, and agrees, should the franchise be granted by Broward County, to be legally bound and governed by all such rules, regulations, terms and conditions of the franchise as set forth in Chapter 32, Part II, of the Broward County Administrative Code as amended.

The individual executing this application on behalf of the Applicant, personally warrants that s/he has the full legal authority to execute this application and legally bind the Applicant.

Signature of Applicant's Authorized Representative  Date Signed 4/16/2021

Signature name and title - typed or printed Antony Newman, President

Witness Signature (*Required*) 
Witness name-typed or printed XIMENA MENDEZ

Witness Signature (*Required*) 
Witness name-typed or printed ANA MENDEZ

If a franchise is granted, all official notices/correspondence should be sent to:

Name Antony Newman Title President

Address 3806 Worsham Ave., Long Beach, CA 90808 Phone (305) 748-1197