



Medallion Hotel Corporation

ASSOCIATE HANDBOOK

Revised and Effective: April 2014



IMPORTANT NOTE ABOUT THIS HANDBOOK

This handbook applies to all associates of Medallion Hotel Corporation (“the Company”). Associates of Medallion Hotel Corporation work at hotels that are managed by Urgo Hotels, LP but are owned by third parties.

If you are a new associate you should read this Handbook carefully to familiarize yourself with important aspects of your job.

Existing associates should read this handbook carefully as well, because this is a new handbook that replaces and supersedes previous handbooks or policy and governs important aspects of your employment.

This handbook represents various policies and practices in effect at the time of its printing. The Company reserves the right to supplement, change, delete, or discontinue these policies or practices with or without prior notice. The Company will endeavor to keep associates informed of changes to its policies and procedures; accordingly, from time to time you may receive updated information concerning changes to this handbook. In addition, other Company policies may be contained and communicated in separate documents distributed to associates. Please check with your Human Resources representative if you have questions about whether a policy has been superseded or modified. Your employment or continued employment is subject to and governed by the policies outlined in this handbook.

To the extent that anything in this handbook is contrary to applicable federal, state, or local law, the applicable law will prevail. The contents of this handbook are presented for informational purposes only and are intended to be guidelines only. *Nothing in this handbook or your acknowledgement of this handbook creates a contract, including a contract for continued employment.*

This handbook does not modify the at-will nature of your employment. You and the Company retain the right to end your at-will employment at any time, for any reason, without advance notice.

At-Will Employment

Your employment with the Company is for no definite period of time but is “at-will.” In other words, during the course of your employment, **the Company is free to end your employment at any time, for any or no reason, and you have a similar right. Thus, either you or the Company may terminate your employment at any time, and for any reason, with or without cause, and with or without advance notice.**

Every aspect of your employment with the Company is on an at-will basis. As part of your at-will employment, the Company expressly reserves its authority to manage and control its business and to exercise sole discretion to determine all management-related decisions, including but not limited to promotion, job assignment, the size of the workforce, demotion, transfer, and discipline. No one other than the company’s SVP General Counsel has the authority to alter this arrangement, to enter into an agreement for employment for a specified period, or to make any agreement contrary to this policy. Furthermore, any agreement that alters the at-will nature of employment must be in writing and signed by the company’s SVP General Counsel and you.

ASSOCIATE CONDUCT & RESPONSIBILITIES

Time and Attendance

Work schedules at the Hotel vary because we are open 24 hours a day, seven days a week, with varying shift schedules that may change from day to day.

Every associate has an important role to play in the smooth and efficient operation of our Hotel, and frequent absences or tardiness often place an unnecessary burden on your co-workers. Consistent and prompt attendance is necessary. Repeated absenteeism and tardiness are unacceptable and may result in counseling and disciplinary action, up to and including termination.

Associates must follow these guidelines regarding absences or reporting late to work:

- If you expect to be late, or if you are unable to report to work for your assigned shift, you should call and speak with your supervisor as soon as possible, at least one hour before your scheduled start time. If your supervisor is unavailable, you must speak with the Manager on Duty.
- If your absence is expected to be long term (i.e. three or more days), you should call in at regular intervals (every day or every other day) regarding your ability and intention to return to work.
- If you are absent from work for three days or more without providing notice as outlined in this procedure or without receiving approval by the appropriate supervisor, the Hotel may remove you from the payroll and consider you to have voluntarily terminated your employment.
- Associates who are absent for three or more consecutive days must bring to work a doctor's excuse for the absence. Supervisors may, at their discretion, require a doctor's excuse for absences of less than three days.

Standards of Appearance

Our guests' impression of our Hotel will usually depend on their impression of our associates. It is critical that you maintain a positive and professional appearance at all times. If you are expected to wear a designated uniform, it will be given to you by your manager. Your uniform must be clean and in a good state of repair. Name tags and

authorized promotional buttons are considered part of your uniform and should be worn if given to you by the Hotel.

Proper shoes must be worn at all times. They should be neat and in good repair, and they should be safe for your type of work. Because of safety reasons, shoes must have an enclosed toe and heel. Sandals, thongs, flip flops, spiked heels, platform shoes, or other similar footwear are not acceptable.

Office and desk personnel must wear business attire and be well-groomed. Extreme fashions, make-up, hairstyles or accessories, or tight or revealing garments are not acceptable.

The Hotel reserves the right to address inappropriate attire with associates and as such, associates will be asked to correct the manner in which they are dressed. Associates sent home to correct their attire will not be paid for time away from work to do so.

If you have questions as to the appropriateness of your attire, consult with your Manager.

Non-Solicitation/Non-Distribution

The Company believes that working time is for work.

Persons who are not employed by the Company are not permitted to solicit associates or distribute literature or other materials, for any purpose, at any time on Company premises.

Associates are not permitted to solicit other associates for any purpose not directly related to their assigned work on the Company's premises during their own working time or during the working time of the associates being solicited. Working time does not include breaks or mealtime.

Associates may not distribute literature or other materials for any purpose not directly related to their assigned work during their own working time or during the working time of the associates to whom distribution is made.

Associates are not permitted to distribute literature or other materials at any time in working areas of the Company.

Associates may not sell any item or post literature or other materials on Company property, other than for the Company's business purposes.

Materials for distribution to associates consistent with this policy may not be stored on the Company's premises.

Unauthorized Use of Guest Rooms

No complimentary or discounted use of Hotel rooms for associates or guests is permitted without the permission of the General Manager. Any associate authorizing complimentary or discounted use of Hotel rooms without authorization of the General Manager may be subject to termination. This includes the use of any rooms that may temporarily be out of order. *Note: an associate who offers an established discounted rate to a same day reservation or walk-in guest is not in violation of this policy.*

Use of Hotel Facilities

All Hotel facilities and services are designed for the enjoyment of our guests and may not be used by an associate without permission from your manager. An associate who uses the Hotel facilities (swimming pool, restaurant, business center, etc.), or authorizes complimentary or discounted services for another associate or guest without authorization of the General Manager may be subject to termination.

There are occasions where you will be invited to join other members of the Hotel staff and guests for Hotel-organized functions. These occasions will be clearly communicated to all associates to ensure you are not violating this Company policy.

Fraternization with Guests

In our business, we are obliged to respect the position of the guest and we assume the guest will respect our policies. We do not allow fraternization with guests. If you are invited to do so, politely decline by explaining it is against house rules. The guest generally understands and respects this policy.

Failure to comply with this policy is considered serious misconduct and may result in disciplinary action up to and including termination.

Consensual Relationships

We realize that, at times, consensual romantic or sexual relationships may develop between associates. The Company has no desire to interfere unnecessarily with the

private lives of its associates or with associates' off-duty conduct. Nonetheless, consensual relationships involving an associate who has supervisory authority and one who does not can result in actual or perceived favoritism, disruptions in the workplace, lowered morale, and actual or perceived conflicts of interest. Romantic or sexual relationships between associates may also affect the Company's ability to enforce its policy against harassment.

Accordingly, any supervisory associate involved in a consensual romantic or sexual relationship with another associate is required to report the relationship to his or her supervisor or General Manager. All such relationships will be carefully considered, and the Company may take action, as it deems appropriate, including but not limited to, a change in responsibilities of the individuals involved or a transfer to another location or position within the Company.

If a supervisor fails to report involvement in a consensual romantic or sexual relationship with another associate, he or she may be subject to disciplinary action, up to and including termination.

The Company will not tolerate favoritism toward an associate because of a dating relationship with another associate or adverse action against an associate because of a dating, or the ending of a dating, relationship. If an associate experiences any unwelcome conduct, he or she should report it in accordance with the Company's policy on prohibited harassment.

Guest Complaints

Since we are in the business of serving people, we are sometimes faced with a guest who is unhappy or dissatisfied. If you cannot help such a guest, immediately refer the guest to your supervisor, the manager on duty or the General Manager, who will attempt to resolve the difficulty.

Telephone Calls

Hotel telephones are restricted to business use only and may not be used to make personal calls unless specifically authorized by your supervisor, or in case of a serious and urgent necessity.

Associates are not to receive personal calls while on duty unless it is an emergency. Use of personal cellular phones (eg: talking, text messaging, etc.) while on duty is prohibited. Personal cellular phones must remain stored with your personal belongings during your working hours.

Entrance and Exit

Your supervisor will advise you as to which entrance of the Hotel you are to use, where your friends or relatives may wait if they are picking you up after your shift, and where to park if you drive to work.

Keeping Your Records Up To Date

It is important that your personal records remain up to date at all times. You should notify your supervisor and the benefits coordinator when:

- You change your address or telephone number.
- You legally change your name.
- The number of your income tax exemptions changes.
- You want to change beneficiary information under any of our associate benefit plans.

Associate Meetings

Periodically your supervisor will have a meeting with your department. There may also be special meetings of the entire Hotel staff from time to time. These meetings will deal with various topics important to you in the performance of your job and your relationship with your Hotel. You are expected to attend.

Bulletin Boards

Be sure to check the bulletin board located in the associate area of the Hotel each day so that you can keep in touch

with all announcements and activities. Bulletin boards are for Hotel use only. No associate shall post personal or third-party material on the Hotel bulletin board.

Smoking

Smoking by associates is not permitted in the Hotel. Smoking is only allowed in designated areas.

Confidentiality

Confidential information about our business and our guests available to you as a result of your employment and that has not been publicly announced or made available is to be used solely for Hotel business purposes and never for personal gain. In no way should this information be discussed with or given to persons outside the Hotel, or even to other associates without a need to know. This includes releasing such information unintentionally by leaving it on your desk or anywhere else that someone may see it, or by mentioning it in casual conversations with friends or acquaintances.

Financial information regarding the Hotel is always confidential and must not be given to any person unless it has been publicly disseminated. Any questions concerning disclosure of confidential information must be reviewed with the management company and/or owner's representative.

Suggestions

Your thoughts about your job and the Hotel are very important to us. If you have a suggestion that you feel could improve our service, increase our business or make your job easier, please tell your supervisor about it.

PAY PRACTICES and PROCEDURES

Introductory Period

All associates begin their employment with an orientation/introductory period consisting of the first ninety (90) days of employment with the Hotel. During this introductory time, you can determine if you are interested in continuing employment. At the same time, managers and supervisors will be evaluating your performance on the job and your demonstrated potential and ability to meet the Hotel's needs. This evaluation will focus on factors including, but not limited to: teamwork, on-the-job performance, conduct, dependability, customer relations, communication skills, initiative, attendance, punctuality, and honesty.

If at any time during the introductory period, it is determined that continued employment is not likely to be a positive experience for any party concerned, immediate termination will occur. In some cases, if deemed appropriate by the Hotel, the introductory period can be extended for another 90 days or other length of time to be determined by the Hotel.

Upon successful completion of this period your supervisor may meet with you to give you a performance evaluation and to let you know when your next review is scheduled.

Successful completion of your orientation/introductory period does not alter your at-will employment status. During and after the introductory period – and at any other time during your employment with the Company – either you or the Company may terminate your employment at any time, with or without notice, and with or without cause.

Job Classifications

Each job is classified as “exempt” or “non-exempt.” Job classification is based on actual duties and responsibilities, not title or salary level.

Exempt: Associates who are not covered by the overtime provisions of the federal Fair Labor Standards Act or any applicable state wage and hour laws.

Non-Exempt: Associates who are covered by the overtime provisions of the federal Fair Labor Standards Act or any applicable state wage and hour laws.

Categories of Employment

Your employment category determines how you are paid and the benefits you receive. Each Hotel associate will fall into one of the following employment categories:

Regular Full-Time Associate: regularly scheduled to work a minimum of 30 hours or more per week, as set by the Hotel. You are eligible for the full benefits package after completing the applicable waiting periods for coverage.

Regular Part-Time Associate: regularly scheduled to work fewer than 30 hours per week, as set by the Hotel. You are eligible for prorated vacation benefits if you work, on average, a minimum of 24 hours per week. Applicable waiting periods for coverage must also be met.

Temporary Associate: A temporary associate is hired to work full time or part time for a specified period of time, periodically fill in, or on an on-call basis. As a temporary associate you do not qualify for benefits.

Note: The Hotel will generally review hours worked for all associates every 6 months. If a full-time associate drops below the required 30 hours or more per week during the 6 month review, the associate will be notified and be allowed a 6 month grace period to amend/increase hours worked. If, due to business demands and after this 6 month grace period, the associate is still working less than the required hours to maintain full-time status, the employment category and benefits package for this associate will be changed to a part-time status at that time. If an associate voluntarily changes their employment status from FT to PT at any time, their benefits will change immediately.

Salary Basis Policy

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

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

Salary Basis Requirement

To qualify for exemption, associates generally must be paid at not less than \$455 per week on a salary basis. These salary requirements do not apply to outside sales associates. Exempt computer associates may be paid at least \$455 on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour.

Being paid on a "salary basis" means an associate regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the associate's work. Subject to exceptions listed below, an exempt associate must receive the full salary for any workweek in which the associate performs any work, regardless of the number of days or hours worked. Exempt associates do not need to be paid for any workweek in which they perform no work. If the employer makes deductions from an associate's predetermined salary, i.e., because of the operating requirements of the business, that associate is not paid on a "salary basis." If the associate is ready, willing and able to work, deductions may not be made for time when work is not available.

Circumstances in Which the Employer May Make Deductions from Pay

Deductions from pay are permissible when an exempt associate: is absent from work for one or more full days for personal reasons other than sickness or disability; for

absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts associates receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment; for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt associate takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

Company Policy

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

What To Do If An Improper Deduction Occurs

If an associate believes that an improper deduction has been made to his/her salary, the associate should immediately report this information to his/her direct supervisor, or to your human resources representative.

Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the associate will be promptly reimbursed for any improper deduction made.

Pay

We aim to provide you with a pay opportunity that is competitive with other similar jobs within our local area. We try to maintain fair pay relationships between the different jobs, provide an effective way of controlling wage costs while remaining competitive, and ensure that our pay programs follow all applicable wage and hour laws.

Your supervisor will advise you of your rate of pay, what the pay periods are and on what day you will receive your paycheck.

Certain deductions may be made from your pay as required by law (such as federal and state income taxes, social security tax, etc.), in accordance with associate benefit plans, or as requested by you.

Other payroll deductions may also be arranged for your convenience and with your authorization.

If you do not understand the reason for any deductions or how your paycheck is calculated, be sure to see your supervisor. He or she will have the answer or will get it for you.

Overtime

Non-exempt associates are paid overtime at a rate of time and one-half for all hours worked in excess of 40 hour per workweek, or as otherwise required by applicable local or state law. All overtime work must be approved in advance by your supervisor. Associates will be paid for all hours worked and for all overtime worked. However, the performance of unauthorized overtime may subject the associate to disciplinary action, up to and including termination.

Tips

If you are in a position where you receive tips for services provided, applicable law requires that you report these tips earned, and that the Hotel deduct your employment taxes from your tip earnings as income. See the General Manager or payroll coordinator about forms and procedures for tip reporting.

Schedules

You will be advised of the day of the week when your workweek begins for purposes of scheduling and pay. Work schedules will be posted on departmental bulletin boards in advance of the upcoming workweek. Any scheduling request that you have should be brought to your manager's attention at least one week prior to the posting of schedules. The Hotel will endeavor to honor such requests when possible. However, scheduling is based on the demands of the business as well as other associates' availability and it may not be possible to accommodate your request. Only managers can make schedule changes.

While you may have been hired to work a certain shift, business demands may require a change in shift or work area. Associates are hired with the understanding that they will be scheduled when and where needed, and will be expected to work accordingly to cover the needs of our seven day per week-24 hour per day operation.

Time Cards / Time Clocks

It is your responsibility to properly punch in/out so that hours worked are accurately recorded. Failure to properly punch in/out during your work shift (eg: breaks, meals, beginning/end of shift, when you leave the hotel) may result in disciplinary action.

No hourly associate is permitted to punch another associate's time card. Any punching of another associate's time card or permitting another associate to punch your time card may result in termination.

Meals and Breaks

Meals are only to be eaten in the associate break room or off premises. You are to clock out for a 30-minute meal period each shift unless otherwise authorized by your supervisor. Meal breaks will be scheduled by managers or supervisors to assure proper coverage.

BENEFITS

The provisions in this handbook with respect to benefits are intended as guidelines. Your benefits are governed by plan documents, which control in the event of any conflict between the plan and this handbook. Please see your General Manager for more information or a copy of the applicable plan. The Company reserves the right to change any of these benefits policies to the extent consistent with applicable law.

Vacations

Regular full-time and part-time associates may take time off for vacation consistent with this policy. Available vacation time is based on the hours worked during your anniversary year. After completing one year (12 months) of continuous work, you will receive a vacation leave balance based on your hours worked in the previous year. Associates will receive new vacation leave balances on each anniversary date for use in the upcoming anniversary year.

Paid vacation is based on the number of hours you work during the 12 month (anniversary year) period. Vacation time is determined at the following rate:

<u>Total Employment</u>	<u>Earned Vacation for Use Next Year</u>
1 year	Hours worked in year x .04 (max. 80 hours vacation)
5 years	Hours worked in year x .062 (max. 120 hours vacation)
10 years	Hours worked in year x .0855 (max. 160 hours vacation)
20 years	Hours worked in year x .11 (max. 200 hours vacation)

Example: During your first 12 months with the company, let's say you work 1,750 regular hours. On your first anniversary with the company, you would earn 70 hours of vacation (1,750 hours x .04 = 70 hours) to use before your next anniversary. If you were in your 5th year of employment, based on the same number of hours worked, you would earn 108.5 vacation hours (1,750 x .062 = 108.5) to be used during that anniversary year.

If you leave the company for any reason during your first year of employment, you will not have earned any vacation leave and will not be paid out for any leave on termination, unless otherwise required by applicable law.

Unless otherwise prohibited by applicable law, you must take your earned vacation between the time you earn it and become eligible to take that leave and your next anniversary date. No vacation pay will be paid in lieu of time off, unless required by law.

If you choose not to take vacation time during your anniversary year, any earned vacation balance will be forfeited unless otherwise prohibited by applicable law.

If, because of the demands of business, you are asked not to take your vacation time, then you may carry over that time for use in the next anniversary year, subject to your General Manager's approval. In such a circumstance and unless otherwise prohibited by applicable law, you must use the carried over vacation within 30 days of your anniversary or it will be forfeited (a second extension will not be granted).

All hourly associates will receive vacation pay based on their hourly pay rate at the time the vacation is taken.

Vacation schedules must be arranged in advance with your department head. Vacations may be taken whenever mutually convenient for your Hotel and for yourself.

Unless otherwise prohibited by law, earned but unused vacation will be paid upon termination except in cases where an associate is being involuntarily terminated as a result of conduct that caused or may cause financial loss to the Hotel.

Personal Time Off (PTO)

(All Associates excluding NYC Associates)

Regular full-time associates will be entitled to paid personal time off. Personal Time Off (PTO) is defined as days on which you must be absent from work due to an actual illness, injury or other personal reason that makes you unable to come to work or perform your duties. **PTO must be arranged in advance with your department head.** If you are ill, you must call your supervisor at least one hour before your scheduled shift to report being absent from work in order to receive PTO.

PTO is earned based on actual hours worked. The maximum you can earn and use annually is 48 hours. PTO is earned based on the following schedule:

<u>Total Employment</u>	<u>Earned PTO</u>
1 year	Hours worked x .0231
5 years	Hours worked x .0246
10 years	Hours worked x .0258
20 years	Hours worked x .0263

Associates who have completed 12 months of continuous service will receive an advance of PTO hours on the first pay cycle of the new year. The PTO advance is based on your total hours worked during the prior year and the above schedule.

Associates may not take PTO during their introductory period. PTO can be taken in place of a regularly scheduled day only and cannot increase your regular weekly hours. PTO will be paid at your regular rate of pay. Paid PTO may not be used as vacation. Unless otherwise required by law, unused personal days cannot be carried over year to year, nor will unused PTO be paid out upon termination from the company.

To reward associates for and encourage good attendance, on the last pay cycle of each year, hourly associates who have completed 12 months of service will be paid for any PTO not used during the year. Hourly associates who have not yet completed 12 months of service as of the last pay cycle of the year will not be paid out for PTO at that time; such hourly associates will carry over their unused balance and will continue to earn PTO, to the maximum of 48 hours. These associates may be paid out any unused PTO the following year-end. Salaried associates will not be paid unused PTO at the end of the year unless otherwise required by law.

If you receive compensation for salary or wage loss from a group insurance plan, workers' compensation, or other source during a time of illness for which you use personal days, you will not be paid for PTO under this provision.

Earned Sick Leave

(NYC Associates Only)

All associates working in New York City in excess of 80 hours in any calendar year will be entitled to earn paid sick leave. For purposes of this policy, a calendar year is defined as your anniversary year, meaning, the period of 12 consecutive months following the date of your hire, each year. Associates are eligible to earn 1 hour of paid sick leave for every 30 hours worked. Consistent with applicable law, for purposes of accruing earned sick time, salaried exempt associates will be considered to have worked 40 hours in each week.

Sick leave is earned based on regular hours worked. **The maximum amount of paid sick leave you can earn and use annually is 48 hours.** NYC associates will accrue earned sick time based on the following schedule:

NYC Earned Sick Leave

Hours worked x .0334

Sick leave will begin to accrue on your hire date or April 1, 2014, whichever is later. Associates are not eligible to use paid sick leave until the 91st calendar day of employment, after which time those associates may use sick leave as it accrues.

Sick leave will be paid out at your regular rate of pay at the time the sick leave is taken. Sick leave must be used in increments of 4 hours. Associates are entitled to use paid sick time as described in this policy for absence from work due to:

- An associate's mental or physical illness, injury or health condition, or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition, or need for preventive medical care; or
- Care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury, or health condition, or who needs preventive medical care. Family member is defined to include an associate's spouse, domestic partner, child, parent, sibling, grandchild or grandparent, or the child or parent of the associate's spouse or domestic partner; or
- Closure of the associate's place of business by order of a public official due to a public health emergency or such associate's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency; or
- Days on which you must be absent from work due to actual illness, injury or other personal reason that makes you unable to come to work to perform your duties.

In the event of a foreseeable absence, you must advise your department head of the need for leave 3 days in advance of taking such leave. In the event of an unforeseeable absence, you must call your supervisor at least one hour before your scheduled shift to report being absent from work. After an absence of 3 consecutive days, you may be required to provide documentation to confirm sick time was used for a covered reason.

Earned but unused sick leave will carry over from year to year, but will not be paid out at the end of the calendar year. All associates are entitled to earn and use a maximum of 48 hours of paid sick leave each year, regardless of carry over balances.

Mis-use of sick time is grounds for discipline, up to and including termination. Earned but unused sick leave will not be paid out upon separation from the Company,

whether by involuntary termination, resignation, retirement or otherwise.

will not constitute excused absences for holiday pay purposes.

Group Insurance Plan

Regular full-time associates are eligible to become a participant in our group insurance plans after completing the waiting period provided for in the plans. The benefits available are described in detail in separate booklets that will be given to you. Be sure to complete all of the forms with accurate information and keep it up to date.

Your supervisor or benefits coordinator will explain the plans and any contribution you need to make in order to have coverage. So that you and your family may have a complete understanding and appreciation of the many benefits available under our group insurance plan, read your insurance booklet.

Holidays

Seven holidays will be observed for all **regular full-time associates**. Local management may designate additional or alternative days, if customary. The seven standard days are:

- | | |
|----------------|------------------|
| New Year's Day | President's Day |
| Memorial Day | Independence Day |
| Labor Day | Thanksgiving Day |
| Christmas Day | |

You will be paid your regular pay for the holiday if you are not required to work on a designated holiday. If you must work to staff the Hotel on a holiday you will be paid holiday pay plus regular pay for hours you work.

If a holiday falls during your vacation, the holiday will not count as one of your vacation days.

Associates must meet the following qualifying conditions to be eligible for holiday pay:

- You must be a regular full-time associate;
- You must be employed at least 90 days prior to the holiday; AND
- You must work your last regularly scheduled day before and your next regularly scheduled following the holiday. You must also work, if scheduled, on the holiday, to be eligible for holiday pay. Layoff, leave of absence, or illness

NOTE: A part-time associate who is required to work on the holiday will be paid holiday pay plus the hours worked. A part-time associate who is not scheduled to work on the actual holiday will not receive any holiday pay.

Bereavement Leave

In the event of a death in your immediate family and subject to the approval of your supervisor, regular full-time associates who have been employed for at least 90 days may receive up to three (3) consecutive scheduled working days leave with pay to arrange and attend a funeral for members of their immediate family. If the funeral is more than 250 miles from the Hotel, you may be allowed additional travel time up to a total of five (5) days of leave. Unless approval is otherwise obtained, time off pursuant to this policy must be taken within one week of the death, and proof of death may be requested.

Immediate family is defined as spouse, parents, children, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and, where you are party to a civil union, your domestic partner and the parent of your domestic partner.

Tuition Reimbursement

As an incentive to pursue job-related or career-related education, this program provides financial reimbursement for pre-approved educational course work at accredited institutions. To qualify for reimbursement, courses must be directly related to an associate's present position, or prepare the associate for other positions within the Hotel that may be attained through promotion.

To qualify for reimbursement, an associate must be a regular full-time associate, must have completed twelve (12) months of continuous, active service immediately prior to beginning the course, sign an agreement acknowledging the terms of the Tuition Reimbursement plan, and remain an active associate for six (6) months following course completion. The associate should request and complete a Tuition Reimbursement Form from the General Manager to be eligible for reimbursement.

After successful completion of the course (attainment of at least a B grade), submit a copy of your grade along with a copy of your tuition bill to your General Manager. Reimbursement of up to \$300 per year for tuition expenses (excluding fees, books, and other miscellaneous expenses) will be made directly to you upon successful completion of each course.

Military-Reserve Duty

Associates will be granted a leave of absence for military duty, including annual Reserve or National Guard duty. For Reserve or National Guard duty, you are typically eligible for two weeks of military leave per year. If your military base pay during this period is less than your gross taxable salary from the Hotel, the Hotel will pay you the difference between the two amounts. If your gross taxable income from the military exceeds your regular salary from the Hotel, your Hotel salary will be forfeited. The Hotel will consider all military leave requests, including those that are longer than two weeks, and will grant such requests consistent with applicable law. For leave requests longer than two weeks or for emergency duty, you must submit your military orders to your Manager. You are eligible for an unpaid military leave of absence if you are drafted or enlist for active duty in any of the Armed Services. You will be granted an unpaid leave of absence for the duration of your required military obligation. Benefits may cease on the day the unpaid leave of absence begins. You may be eligible to continue your medical and/or dental coverage under COBRA.

If you are called to active military duty or Reserve or National Guard training, you should notify your supervisor as soon as practicable under the circumstances. If your period of duty is extended during the leave, you must notify the Hotel of the extension as soon as practicable. Military leave longer than two weeks is unpaid, you will not accrue vacation or PTO while on military leave. Your eligibility for reinstatement after your military leave is determined in accordance with applicable federal and state law. In general, the Company will attempt to reinstate an associate to his or her prior position. In some instances, however, it may not be reasonable to return the associate to the same position. In such instances, the Company will attempt to return the associate to a similar position with like seniority, status, and pay.

Specific state laws may provide for military leave that is different from that described above. Consult with your Manager for more details on the Military Leave.

Time Off for Voting

We recognize your right to vote. Whenever possible, you should do so before or after work, if the polls are open during these hours. If your schedule prevents your voting before or after work, you may be authorized to use up to two paid work hours for purposes of voting. Such authorization shall be based on business necessities, the ability to release and/or replace you during your absence, and applicable law.

Jury Duty

If you are required to be absent from work for jury duty, you will be given time off for the duration of your service as a juror. You will be paid the difference between your jury duty pay and your wages at your regular rate, up to a maximum of two weeks, provided you are available for work when you are not required to be on jury duty and consistent with applicable law. Associates serving on juries may be required to submit to their supervisor proof of jury service.

Personal Leave Of Absence

Unpaid personal leaves of absence may be granted in certain situations that require associates to be absent from work for extended periods of time. This includes associates who do not qualify for a leave of absence under the family and medical leave policy. The Company will decide in its sole discretion whether to grant a request for a personal leave of absence, based on the Company's needs. Generally, and unless otherwise provided by law, personal leaves of absence shall not exceed ninety (90) days. Unless required by law, the Company cannot guarantee protection of an associate's position during his or her personal leave of absence. Associates who do not return from a leave of absence on the agreed-upon date or who do not accept the position offered at the end of their leave will be presumed to have voluntarily quit.

Family and Medical Leave

It is the policy of the Company to comply with both the federal Family and Medical Leave Act (“FMLA”) and any applicable state leave law. In the event that associates may also be covered by a state leave statute, the Company will provide associates with the benefits of whichever statute provides greater leave rights in a given situation. However, if and when leave qualifies under both statutes, an associate’s leave counts against the associate’s entitlement under both laws unless otherwise provided below.

If you wish to request leave pursuant to this policy, you should use the “Request for Family/Medical Leave” form available from your General Manager or benefits coordinator.

General Requirements Medical and Family Leave

Unless otherwise provided by state law, associates who work at a location that has fifty (50) or more associates within seventy-five (75) miles, who have completed 12 months of employment and worked at least 1,250 hours in the last 12 months are eligible to apply for family and medical leave. Unless otherwise provided by applicable state law, eligible associates may qualify for up to 12 weeks of unpaid leave during a 12 month period for any of the following:

- to care for a child born to or placed with you for adoption or foster care (this leave must be taken within twelve months of the birth or adoption); OR
- your own serious health condition; OR
- the serious health condition of your spouse, parent or child; OR
- because of any qualifying exigency arising out of the fact that your parent, child, or spouse who is a current member of any regular or reserve component of the Armed Forces is serving on covered active military duty or has been notified of any impending federal call or order to covered active duty. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

To be eligible for FMLA leave, you must have been employed by the Company for at least 12 months and have worked at least 1,250 hours during the previous 12-month period, unless otherwise required by state law. The 12-month period of entitlement is measured on a rolling basis backward from the date you use any FMLA leave.

As used in this policy, the term “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- A period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility.
- A period of incapacity requiring an absence of more than three consecutive calendar days, that also involves continuing treatment by a health care provider.
- A period of incapacity due to pregnancy or prenatal care.
- A period of absence to receive or recover from multiple treatments by a health care provider for restorative surgery after an accident or injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment (e.g., chemotherapy, physical therapy, dialysis, etc.).
- A period of incapacity (or treatment therefore) due to a chronic serious health condition (e.g., asthma, diabetes, epilepsy, etc.).
- A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective (e.g., Alzheimer’s, stroke, terminal diseases, etc.).

General Requirements Servicemember Family Leave

An eligible associate who is the spouse, daughter, son, parent, or next of kin (as defined by the FMLA) of a “covered servicemember” may take a maximum of twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered servicemember or covered veteran with a serious illness or injury (incurred or aggravated in the line of active duty in the Armed Forces). A “covered servicemember” is (a) a member of the Armed

Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list for a serious injury or illness incurred or aggravated during covered active duty; or (b) a veteran of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness (as defined by the Secretary of Labor) incurred or aggravated during covered active duty and who was a member of the Armed Forces (including the National Guard or Reserves) during the period of 5 years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy.

During the single 12 month period described above, an eligible associate is entitled to a combined total of 26 workweeks of leave under the federal FMLA for family leave, medical leave, leave when a family member is called to active duty, and servicemember family leave.

Leave Is Unpaid.

FMLA leave is unpaid leave. Unless otherwise prohibited by state law, associates must use their accrued PTO or vacation leave to substitute for unpaid leave while they take FMLA leave. Using paid leave during the period of family or medical leave does not extend the total amount of leave to which an associate is entitled.

Notice of Leave.

If your need for FMLA leave is foreseeable, you must give the Company at least 30 days prior written notice. Where the need for leave is not foreseeable, you are expected to notify the Company as soon as practicable, generally within 1 to 2 business days of learning of your need for leave. Failure to provide such notice may be grounds for delay or denial of leave and may result in adverse employment actions. Request for FMLA leave forms are available from the General Manager or benefits coordinator. In addition, associates must comply with the Company's usual call-in procedures. Absent unusual circumstances, associates must follow these procedures and use these forms when requesting FMLA leave. **Requests for leave must be provided to the General Manager or benefits coordinator.**

Limitation on Leave for Spouses.

Where a husband and wife entitled to leave are both employed by the Company, the aggregate number of workweeks of leave to which both may be entitled may be limited in accordance with the federal and any applicable state leave law.

Medical Certification/Fitness For Duty.

You will be required to provide a certification from the appropriate health care provider for medical leaves, for family leave to care for a family member, and for servicemember family leave. The form may be obtained from the General Manager or benefits coordinator. The medical certification must be provided within 15 days after it is requested, or as soon as practicable under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Company, at its discretion and expense, may require an examination by a second health care provider designated by the Company if it reasonably doubts the medical certification initially provided by you. If the second health care provider's opinion conflicts with the original medical certification, you may obtain or the Company may require, at the Company's expense, a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The Company may ask for authentication and/or clarification of any medical certification submitted. The Company may also require re-certification periodically during the leave, and you will be required to present a fitness-for-duty verification upon your return to work following a leave for your own illness. All forms must be filled out completely and legibly.

If the associate is requesting leave for a Qualifying Exigency or to care for a Covered Servicemember, certification forms are also required. These certification forms must be provided to the General Manager or benefits coordinator within 15 calendar days after they are requested unless it is not practicable for the associate to do so despite the associate's diligent good faith efforts.

Reporting While On Leave.

Unless otherwise prohibited by state law, if an associate takes leave because of his or her own serious health condition or to care for a covered family member, the associate may be required to contact his or her supervisor on a regular basis regarding the status of the condition and the associate's intention to return to work. For leaves for other purposes, the associate may be periodically required to report on his or her status and intent to return to work.

Intermittent and Reduced Schedule Leave.

Unless otherwise provided by applicable state law, leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours worked per work week or work day) if medically necessary. Servicemember family leave and leave when a family member is called to

active duty may also be taken intermittently or on a reduced leave schedule. If leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave, the Company may temporarily transfer you to an available alternative position which better accommodates your recurring leave and which has equivalent pay and benefits. **If an associate is certified to take FMLA leave on an intermittent or reduced leave schedule basis, the associate must advise the General Manager or benefits coordinator at the time of his or her absence from work if the absence is for the associate's certified FMLA reason.**

Medical and Other Benefits.

During the leave, the Company will maintain your health benefits on the same conditions as if you had continued working. If paid leave is substituted for unpaid family/medical leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must make arrangements with the Company to pay your portion of the premium. An associate is not entitled to seniority or benefit accruals, like vacation, PTO, or similar leave days, during periods of unpaid leave.

Returning From Leave.

An associate taking a leave under this policy is generally entitled to return to his or her same position or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment if he or she returns within the allotted time. In addition, associates have no greater rights to reinstatement or to other benefits and conditions of employment than if they had not taken FMLA leave. If an associate takes medical leave, the associate will be required to provide a fitness for duty certification that the associate is fit to resume work and able to perform the essential job functions. Associates failing to provide a fitness for duty certification will not be permitted to resume work until it is provided.

Other Provisions.

FMLA leave (nor any other type of family or medical leave provided for under these policies) may not be used to gain employment or work elsewhere, including self-employment.

If you misrepresent facts in requesting, supporting, or providing information related to an FMLA leave, you will be subject to disciplinary action, up to and including unpaid suspension or immediate termination of employment.

The application of this policy and the procedures set forth herein may be modified in accordance with changes in applicable law.

Additional information on employee rights under the federal FMLA is contained in the Department of Labor (WH 1420) publication:

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

"The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days, combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WH 1420 Publication 1420 Revised February 2013

In addition to leave under the FMLA, Associates may be eligible to take leave under an applicable state statute, as described in the following policies. Where not specifically addressed, the policies and procedures described in the preceding Family and Medical Leave policy apply to leave taken under the state laws described below:

FAMILY AND MEDICAL LEAVE **Connecticut Associates**

In addition to the federal Family and Medical Leave Act discussed in the main body of the Associate Handbook, associates in Connecticut may also be covered by the Connecticut Family and Medical Leave Act (“CFMLA”). If Connecticut law is more generous than the federal FMLA, Connecticut associates will receive the benefits of state law.

The Company grants leaves of absence in accordance with the requirements of the CFMLA. To be eligible for CFMLA leave, you must have at least 12 months of service and have worked at least 1,000 base hours during the 12-month period preceding the first day of leave. Eligible associates are granted sixteen work weeks in a rolling twenty-four month period rolling backwards from the first day any leave is taken (under the CFMLA), for your own serious medical condition, the birth or adoption or placement in foster care of a child, the care of a spouse, son, daughter or parent with a serious health condition, or the donation of an organ or bone marrow. CFMLA leave may be taken on an intermittent or reduced work schedule basis if medically necessary.

“Parent” includes the associate’s biological parent, foster parent, adoptive parent, stepparent, or legal guardian of an eligible associate or the parent of an eligible associate’s spouse or partner in a civil union, or, an individual who stood in loco parentis to an associate when the associate was a son or daughter. “Son or daughter” means a biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing in loco parentis who is under the age of 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. “Spouse” means a husband, wife, or a partner in a civil union.

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves (A) inpatient care in a hospital, hospice, nursing home or residential medical care facility; or (B) continuing treatment, including outpatient treatment, by a health care provider.

Family Military Leave. A Connecticut associate who is the spouse, son, daughter or next of kin (as defined by the CFMLA) of a member of the Armed Forces, including the National Guard or Reserves, may also take up to twenty-six (26) weeks of leave in a twelve (12) month period under the CFMLA to care for a service member who is undergoing outpatient medical treatment, recuperation or therapy, is otherwise in outpatient status, or is on the temporary disability retired list for a serious injury or illness. For care of a military service member, the twelve (12) month period is measured from the first day leave is taken to care for the covered service member, and ends twelve (12) months thereafter.

If an employee is eligible for and takes FMLA leave that is covered under both CFMLA and FMLA, then the leave will count against both the employee’s CFMLA and FMLA entitlements. Leave under both laws will run concurrently.

CFMLA leave is unpaid. Associates must use their accrued PTO or vacation leave to substitute for unpaid leave while they take CFMLA leave. The remainder of the associate’s CFMLA leave shall be unpaid.

An associate taking a leave under this policy is entitled to return to his or her same position unless the position is not available, in which case the associate will be placed into an equivalent position with equivalent benefits, pay and other terms and conditions of employment if he or she returns within the allotted time.

Pregnancy. Female associates will be granted an unpaid “reasonable leave of absence” for disability resulting from pregnancy. An associate who is disabled as a result of pregnancy will receive any compensation to which she is entitled as a result of the accumulation of disability or leave benefits accrued pursuant to plans maintained by the Company. You must give written notice of your pregnancy in order to be eligible for transfer to a temporary position. You must also use your accrued vacation and sick/personal time for this leave.

The Company will reinstate you to your original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits and other service credits upon your signifying your intent to return, unless the Company’s circumstances have so changed as to make it impossible or unreasonable to do so. Moreover, the Company will make a reasonable effort to transfer a pregnant associate to any suitable temporary position which may be available in any case in which an associate gives written notice of her pregnancy to the Company, and the Company or pregnant associate reasonably believes that continued employment in the position held by the pregnant associate may cause injury to the associate or fetus.

For those associates who also qualify for leave under the federal Family Medical Leave Act, leave pursuant to this policy will run concurrently with leave to which you may be entitled under either such law.

FAMILY AND MEDICAL LEAVE **District of Columbia Associates**

In addition to the federal Family and Medical Leave Act discussed in the main body of the Associate Handbook, associates in the District of Columbia are also covered by the District of Columbia Family and Medical Leave Act (“DCFMLA”). If District of Columbia law is more generous than the federal FMLA, District of Columbia associates will receive the benefits of state law.

The Company grants leaves of absence in accordance with requirements of DC FMLA.

General Requirements. Associates who have completed 12 months of employment and worked at least 1,000 hours in the last 12 months are eligible to apply for family and medical leave.

Medical Leave. Eligible associates may take medical leave if a “serious health condition” (defined below) renders the associate unable to perform one or more essential functions of his or her job.

Eligible associates are entitled to medical leave under the DCFMLA for up to a maximum of sixteen (16) work weeks in a twenty-four month rolling period. Available leave will be

calculated forward from the date the associate's DCFMLA leave first begins.

A "serious health condition" is defined as a physical or mental illness, injury, or impairment that involves: (A) inpatient care in a hospital, hospice, or residential health care facility, or (B) continuing treatment or supervision at home by a health care provider or other competent individual.

Medical leave may be taken on an intermittent or reduced work schedule basis if medically necessary.

Family Leave. Eligible associates may take family leave for the birth of the associate's child, the placement of a child with the associate through adoption or foster care, or the placement of a child with the associate for whom the associate permanently assumes and discharges parental responsibility. The leave must be taken within twelve months from the birth, adoption, or placement.

Eligible associates may also take family leave to care for a family member of the associate if the family member has a "serious health condition." A family member is a person to whom the associate is related by blood, legal custody, or marriage; a child who lives with the associate and for whom the associate permanently assumes and discharges parental responsibility; or a person with whom the associate shares or has shared in the last year a mutual residence and with whom the associate maintains a committed relationship.

Eligible associates are entitled to family leave under the DCFMLA for a maximum sixteen (16) work weeks in a twenty-four month rolling period. Available leave will be calculated forward from the date the associate's DCFMLA leave first begins.

Limitation on Leave for Spouses. Where a husband and wife entitled to leave are both employed by the Company, the aggregate number of workweeks of leave to which both may be entitled may be limited in accordance with the DCFMLA.

Leave Is Unpaid. Leave under the DC FMLA is unpaid leave. However, associates may elect to use certain types of paid leave during such leave. Using paid leave (vacation or PTO) during the period of family or medical leave does not extend the total amount of leave to which an associate is entitled. The Company may require an associate to use accrued, unused paid leave during FMLA leave that is not covered by the DCFMLA.

PARENTAL LEAVE POLICY **District of Columbia Associates**

Eligible associates may take up to 24 hours of leave during any 12 month period for the purpose of attending or participating in school-related events for their children. Eligible associates include: (1) the father or mother of the child; (2) a person with legal custody of the child; (3) a person who acts as a guardian of the child regardless of legal custody; (4) an aunt, uncle or grandparent of the child; (5) a person who is married to a person listed in (1)-(4).

School-related events are activities sponsored by either a school or an associated organization such as a parent-teacher association. School-related events are activities that involve the child directly as a participant or subject (as opposed to a spectator), and include, but are not limited to, a student performance such as a concert, play or rehearsal; a sporting game or practice of a school team; or a meeting with a teacher or counselor.

Associates wishing to take parental leave must notify their supervisors at least 10 calendar days in advance unless the need to attend the school-related event was not foreseeable. The Company may deny the leave if it will disrupt operations to an unusually difficult extent. Associates may elect to take parental leave either on an unpaid basis or to utilize any available vacation or personal leave.

MATERNITY LEAVE POLICY **Massachusetts Associates**

Female associates who have worked for the Company for at least three consecutive months are entitled under Massachusetts law to up to eight weeks of unpaid maternity leave for the purpose of giving birth or for adopting a child under the age of eighteen (or under the age of twenty-three if the child is mentally or physically disabled). The associate may use available vacation, sick or personal leave in conjunction with such maternity leave, if the associate chooses to do so.

To be entitled to such leave, an associate must notify her supervisor at least two weeks in advance of her expected departure date and whether she intends to return to work. If this notice is given, the associate will at the completion of the leave be reinstated to her original job with the status, pay, length of service and seniority that she would have had as of the date of reinstatement from maternity leave, when possible; otherwise, she will be employed in a substantially similar position unless other associates of equal length of service and status in the same or similar position have been laid off due to economic conditions or changes in operating conditions. Any female associate who is not reinstated after her maternity leave for these reasons will be placed on a preferential hiring list for another position.

Female associates who are eligible for leave under FMLA and leave under Massachusetts law must take both types of leave concurrently, if the leave is needed for the purpose of giving birth or adopting a child.

SMALL NECESSITIES LEAVE **Massachusetts Associates**

Massachusetts law permits eligible associates to take up to a total of 24 hours of leave within a 12-month period to attend a child's school activity or accompany a child or elderly relative to a medical appointment. To be eligible, an associate must have been employed for 12 months and for at least 1,250 hours during the prior 12-month period at the time the leave is to begin. An eligible associate may take unpaid leave for the following

purposes:

- To participate in school activities directly related to the educational advancement of a son or daughter of the associate, such as a parent-teacher conference or interviewing for a new school. A "son or daughter" is any child under 18 who is the biological child of the associate, a child who is adopted by the associate, a child the associate supervises on a day to day basis and for whom the associate is financially responsible, or a child over 18 who is incapable of self-care because of a mental or physical disability. A "school" is a public or private elementary or secondary school, a Head Start program, or a children's day care facility.
- To accompany a son or daughter of the associate to routine medical or dental appointments, such as check-ups or vaccinations.
- To accompany an elderly relative of the associate to routine medical or dental appointments or appointments for other professional services relating to the elder's care, such as interviewing at nursing or group homes. An "elderly relative" is an individual of at least 60 years of age who is related by blood or marriage to the associate.

The 24 hours of leave available under this policy are in addition to the 12 weeks of leave provided for under the federal Family and Medical Leave Act. The 24 hours may be taken within the 12-month calendar year period and the time may be taken on an intermittent (i.e. 2 hours to attend a parent-teacher conference) or reduced-time schedule.

An associate is required to provide his/her manager with seven (7) days' notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the associate is required to provide notice of the leave as soon as practicable.

Small necessities leave is unpaid. However, the Company requires the associate to use the associate's available vacation, sick, or personal leave concurrently with the leave provided for by the Small Necessities Leave policy, if the associate has any such paid leave available.

The Company may require that written certification or documentation support a request for small necessities leave.

FAMILY AND MEDICAL LEAVE **New Jersey Associates**

In addition to the federal Family and Medical Leave Act discussed in the main body of the Associate Handbook, associates in New Jersey may also be covered the New Jersey Family Leave Act ("NJFLA") :

Eligibility. Pursuant to the NJFLA, an eligible associate may take an unpaid family or medical leave of absence (NJFLA Leave) of up to 12 weeks in a 24-month period. To be eligible for a NJFLA Leave, an associate must: (1) have worked for the

Company for at least 12 months; and (2) have worked at least 1,000 base hours during the 12 months before the beginning of the leave. "Hours worked" means actual hours worked and does not include paid or unpaid time off. The 12-month period is measured backward from the date any leave under this policy is taken. Any leave that qualifies as leave under the NJFLA will be counted against an associate's available leave under applicable Company policies, and, if applicable, against available leave under the federal Family and Medical Leave Act.

Reasons For Leave. An eligible associate may take NJFLA Leave for any of the following reasons: (1) the birth of the associate's child; (2) the placement of a child with the associate for adoption or foster care; or (3) to care for an "covered family member" who has a serious health condition.

For purposes of this policy, a "covered family members" include parents, spouses, domestic partners, biological or adopted children, foster children, stepchildren, legal wards, biological, adoptive or foster parents, step-parents, parents-in-law or the associate's legal guardians having a parent-child relationship with the associate.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition which requires: (1) inpatient care in a hospital, hospice, or residential medical care facility; or (2) continuing medical treatment or continuing supervision by a health care provider.

Leave taken for the birth, adoption or foster care placement of a child must be concluded within one year following the child's birth or placement.

Interaction between NJFLA and federal FMLA. NJFLA leave may or may not run concurrently with leaves granted under the federal FMLA depending upon the circumstances surrounding the leave. The NJFLA does not provide covered associates with leave for their own disabilities, so if an associate utilizes all of his or her allotted time under the FMLA for his or her own disability, the associate may subsequently be entitled to time off under the NJFLA in connection with the birth or adoption of a child or the serious illness of a parent, child, or spouse. However, when an associate takes a leave for a purpose covered by both the FMLA and the NJFLA, the leave simultaneously counts against an associate's entitlement under both laws.

Because the NJFLA does not provide for leave as the result of the associate's own serious health condition, it distinguishes between the portion of a maternity leave that is the result of disability and the portion that is for bonding purposes. Under the NJFLA, the post-delivery period will be considered disability leave (covered only by the federal FMLA but not the NJFLA) until the associate has been deemed to no longer be disabled by her doctor. The NJFLA and the federal FMLA will only run concurrently during the bonding portion of maternity leave. A female associate may not collect disability benefits while on maternity leave under the NJFLA.

Notice Of Leave. If the leave is foreseeable for the birth or adoption of a child, the associate must provide at least 30 days advance written notice of the need for the leave. If the leave is

for a serious health condition, the associate must provide 15 days advance notice, unless it is an emergency. For a serious health condition, the associate must provide certification stating (1) the date on which the serious health condition began; (2) the probable duration; and (3) medical facts within the health care provider's knowledge regarding the condition. Where the need for leave is not foreseeable, associates are expected to notify the Company as soon as practicable, generally within 1 to 2 business days of learning of the need for leave. Associates should submit a Request for Family Leave of Absence, which includes the anticipated date(s) and duration of the requested leave.

Medical Certification. If a leave is requested because of a covered family member's serious health condition the associate and the relevant health care provider must supply appropriate medical certification supporting the need for leave. The medical certification must be provided to the Company prior to the commencement of the leave or within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. Under certain circumstances, the Company, at its expense, may require a second and third medical opinion. The Company may also require medical certification periodically during the leave.

If a leave is requested because of the birth or adoption of a child, the associate must provide a certification stating the date of the birth or placement, whichever is appropriate. The certification must be provided to the Company prior to the commencement of the leave or within 15 days after it is requested, or as soon as reasonably possible under the circumstances. Failure to provide the requested certification in a timely manner may result in denial of leave until it is provided.

Paid and Unpaid Leave. Associates will be required to exhaust any earned paid time off (such as vacation and personal days) concurrently with any otherwise unpaid NJFLA Leave. If an associate is eligible for paid family disability benefits under applicable law, the first week of accrued paid time off will be applied to the statutory one-week waiting period prior to the start of the family disability benefits. Any additional accrued time off beyond the first week will offset the paid family disability benefits period.

NEW JERSEY PAID FAMILY LEAVE LAW

Eligible New Jersey associates covered by the state's Temporary Disability Insurance system are entitled to up to six weeks of benefits (two thirds of an associate's average weekly wage, up to \$524 per week maximum) within a twelve-month period under New Jersey's paid family leave benefits law. Benefits are provided to eligible associates who must take time off to: (i) care for an associate's seriously ill family member, including a child, spouse, parent, domestic partner or civil union partner, as well as a child of such partners; (ii) to be with a child during the first 12 months after the child's birth or adoption, if either the associate, or the domestic partner or civil union partner of the associate, is a biological parent of the child; or (iii) during the first 12 months after the placement of a child for adoption. Associates must have had at least 20 calendar weeks in covered New Jersey employment, and meet the minimum earning requirements under

the Temporary Disability Insurance law, to be eligible for paid family leave benefits.

The paid leave taken pursuant to this law runs concurrently with any unpaid leave taken under the New Jersey Family Leave Act (NJFLA) and/or the FMLA. Where the leave is for the care of a sick family member (as opposed to the care of a newborn or newly adopted child), intermittent leave is available, but must be taken in increments of not less than one day, up to a maximum of 42 days.

Leave taken to care for a newborn or newly adopted child must be taken during the first 12 months after the child's birth or adoptive placement. Associates who take leave for child care are required to give at least 30 days prior written notice of the need for the leave, unless unforeseeable circumstances prevent prior notice. If the leave is to care for a sick family member, the associate is required to schedule the leave in a way that will result in minimal disruption to operations and, if possible, give 15 days' prior notice for leave which is not intermittent. Where leave is taken in connection with the serious health condition of a family member, the associate must provide the Company with a medical certification from the family member's health care provider setting forth: (i) the date on which the serious health condition commenced; (ii) the probable duration of the condition; (iii) the medical facts regarding the condition; (iv) a statement that the condition warrants the individual providing care; and (v) an estimate of the amount of time the individual may need to care for the family member.

The six week family leave benefit does not reduce any period of time in which an associate is paid benefits under the state's temporary disability insurance law because the employee is unable to perform the duties of his or her employment due to the associate's own disability.

As with disability insurance benefits that are paid for a worker's own injury, an associate claiming family disability benefits will have a one week waiting period prior to the start of family leave benefits.

FAMILY MILITARY LEAVE **New York Associates**

Eligible New York associates are entitled to take up to 10 days of unpaid Family Military Leave when their military spouse is on leave from deployment during a time of military conflict. To be eligible, an associate must work for the Company an average of at least 20 hours per week, and be the spouse or registered domestic partner of a member of either:

1. United States Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
2. National Guard or Reserves who has been deployed during a period of military conflict.

The Company requests that associates wishing to take Family Military Leave provide notice to the Company within two business days of receiving official notice that the military spouse or registered domestic partner will be on leave from deployment. You should also provide documentation certifying that the time period of the military spouse's leave from deployment matches the dates that you are requesting leave. Retaliatory employment actions directed against an associate for requesting or obtaining leave pursuant to this policy are prohibited.

BONE MARROW LEAVE

An associate who works at least 20 hours per week is permitted an unpaid leave of absence of up to a total of 24 work hours to undergo a medical procedure to donate bone marrow or determine if the associate is a proper donor. The length of each leave will be determined by a physician, but may not exceed 24 work hours, unless agreed to by the Company. An associate may elect to use his or her paid time off for this absence, where applicable.

SAFETY AND LOSS PREVENTION

Accident Prevention

We are very concerned with the safety of our associates and guests. Make sure that you are advised of basic safety procedures, and make sure you thoroughly understand the safety rules below.

1. Notify the Hotel front desk if there is a need for police, hospital, fire department, or doctor. Report all injuries incurred while on the job regardless of how slight they may appear.
2. Walk up and down the stairs one step at a time, and always have one hand on the rail.
3. Always ask for instructions before using any type of equipment with which you are not entirely familiar. Always disconnect electric equipment before beginning to clean it. If necessary, pull out the wall plug. Be sure a machine will not operate before putting your hand into it.
4. Keep aisles, halls and stairways free from electric cords and hoses.
5. Watch where you are going at all times especially through doorways, busy aisles and around corners. Turn around; don't back away from tables and counters. Don't move so fast that you cannot stop without causing an accident should someone unexpectedly step in front of you or behind you.
6. Ask for help when handling heavy items. When lifting:
 - Crouch down, bend your knees, and keep your back straight up and down.
 - Lift gradually; avoid jerking or twisting.
 - If something is too heavy, get help immediately.
7. Practice good housekeeping around your work areas. Immediately pick up anything you drop on the floor or any foreign object such as litter that you see on the floor.
8. Report any unsafe conditions or practices to your supervisor.
9. "Horseplay" and running on premises are strictly forbidden.
10. Wet floors cause more accidents than anything else. Here's how to avoid this problem:
 - Wipe up any spill at once.
 - Pick up any spilled ice and mop dry.
 - Don't fill water glasses, cups, bowls, ice buckets or other containers to the brim.
 - Report all leaks to your supervisor.
 - Never carry dripping objects such as mops, coffee bags, work cloths, etc.
 - When you must walk on slippery floors, slow down and take shorter steps.
11. Sweep — don't pick up — broken glass.
12. Use a ladder, not a box or chair, to reach something in a high place.
13. If you drive a vehicle, don't "tailgate." Leave plenty of room between your vehicle and the one in front of you, and Slow Down!
14. Follow any other safe work rules given to you by your supervisor. These rules will help you avoid getting hurt or possibly injuring others.
15. Read all warnings on chemical solvents and cleaners. Do not mix chemicals without reading the directions and warnings first. If you have any questions about the use of chemicals or solvents, do not hesitate to ask your supervisor.

Disciplinary action may be taken in the event unsafe work practices, including but not limited to failure to follow the standards outlined above, are observed.

Protection of Hotel and Employee Property

To facilitate enforcement of our policies, the Hotel may conduct video surveillance of the premises (other than the restrooms and/or locker rooms). Telephone calls may also be monitored at any time. By entering the Hotel premises, you knowingly and voluntarily consent to surveillance by the Hotel.

All property furnished to you by the Hotel (including but not limited to a vehicle, desk, locker, cell phone, computer

and/or storage area) remains the sole property of the Hotel and is subject to inspection by the Hotel at any time, for any reason, and without further notice, in order to determine whether you are in possession of prohibited materials. "Prohibited materials" includes but is not limited to firearms or other weapons; explosives and/or hazardous materials or articles; pornographic or sexually explicit material of any nature; illegal drugs or other controlled substances; drug-related paraphernalia; alcoholic beverages; stolen goods; or Hotel property or co-worker property that you are not authorized to have in your possession.

The Hotel may also inspect any person on the premises and/or any packages or other articles, materials or belongings on Hotel premises. Inspections may be conducted by an independent security service or by the Hotel with its own personnel.

Inspections may be conducted on a regular or random basis at locations where you enter or exit Hotel premises, without regard to whether there is reasonable suspicion that you may be in possession of prohibited materials.

Inspections for prohibited materials may include your office, desk, file cabinet, closet, or similar places where you may place personal possessions whether or not such places are locked.

Inspections for prohibited materials may also include your locker, your vehicle (when on Hotel premises), or your pockets, purse, briefcase, lunch box, or other items of personal property that you are wearing or carrying while on Hotel premises.

The Hotel reserves the right to take appropriate action to prevent any employee from removing Hotel property without authorization.

If you want to avoid inspection of any articles, materials or other belongings, do not bring such items on the Hotel's premises or store them in or on Hotel property.

If you are found to be in possession of prohibited materials in violation of this guideline, you will be subject to discipline up to and including termination, regardless of the Hotel's reason for conducting the inspection.

If you refuse to cooperate with an inspection, the Hotel will take refusal into consideration in determining appropriate disciplinary action.

Security

All associates can assist in the security and safety of our guests, fellow associates, and the property. If you should see an unfamiliar or suspicious person near your work area, notify your supervisor or building security immediately. Never leave valuables (purse, jewelry, money) in clear view; always lock them up securely.

Lost Articles

Any items found in the Hotel should be turned into the housekeeping department immediately for return to guests. Valuable items such as jewelry, wallets, credit cards, money, or business papers should be turned into the General Manager's office for safekeeping.

Fire Safety

Fire prevention is the responsibility of every associate. You should be aware of potential fire hazards including smoldering tobacco products, worn wires, etc. Inform your manager of these hazards. Fire drills will be held periodically to review emergency procedures with all associates. Treat all fire alarms as if they are the real thing!

Computer Systems, Voicemail, and Internet

It is Hotel policy to maintain accessible, reliable and secure computer systems for Hotel business only and to permit the use of these systems solely by authorized employees. Accordingly, associates have no expectation of privacy in the Hotel's computer systems.

Voice mail, electronic mail (e-mail), and computer systems (including Internet systems), and all communications and information transmitted or received by such systems, are the property of the Company and are intended for Company business use only. These systems are not private, and no communication via Company systems and use of Company systems by an associate should be considered private to the associates.

It is permissible to use Company e-mail, Internet, and other computer systems on a limited basis for incidental personal purposes so long as such use does not interfere with the associate's job responsibilities. This does not

include uses requiring substantial expenditures of time, uses for profit, or uses that would otherwise violate Company policy.

Each associate is responsible for the content of all text, audio or images that are sent or received via e-mail, voice mail or the Internet under his/her user name. Information published on the Internet and through e-mail and voice mail shall not violate or infringe upon the rights of others, and no abusive, profane or offensive or inflammatory language may be transmitted through the Hotel systems.

Unacceptable uses of E-mail, voice Mail, and the internet include:

- Use that disrupts the operation of Hotel networks or the networks of other users or that interferes with the performance of an employee's duties.
- Solicitation of non-Hotel business — or any use of e-mail, voice mail or the Internet for personal gain.
- Access to pornographic, anti-government, hate-group or pedophilia sites.
- Any unlawful use or fraudulent, harassing or obscene messages.
- Obscuring or attempting to obscure the origin of any messages.

E-mail solicitations, junk mail, and chain letters are prohibited. Personal e-mail messages must be labeled as such or be sent only by means that clearly identify the messages as personal in nature. Such messages are not the private property of any associate, irrespective of any such designation either by the sender or the recipient (including designations as "personal" or "private"). Associate use of the Company's systems is subject to the Company's no solicitation and distribution policy.

Subject to applicable local and state law, the Company reserves the right to listen to voice mail messages, to access e-mail messages, and to monitor computer, Internet, and other business equipment use, to ensure that use is consistent with the Company's legitimate business interests, or for other lawful reasons, without notice to the associate and/or in the associate's absence.

By using Company voice mail, e-mail, computer, and Internet systems, associates recognize the foregoing rights of the Company and consent to them.

Associates should treat messages with the same professionalism, care, and confidentiality as other written business communications. Messages that are harassing,

discriminatory, maliciously false, obscene or otherwise illegal will not be tolerated.

It may be necessary to assign and/or change passwords and personal codes for voice mail and computer use. If, for business reasons, you must share your password or personal codes due to time away from work, you must change your password or personal code immediately upon your return. The fact that you have a password or personal code should not be construed as creating a legitimate expectation of privacy in your use of these systems.

Associates do not have a right of privacy or confidentiality with regard to e-mail, voice mail, computer or Internet use, and so on. As noted, these systems are intended for Company business use only, and they remain the property of the Company. Use and access to the Company's computers, e-mail system, and distribution lists is restricted to Company employees. All passwords are the property of the Company. The Company may keep a record of all passwords and codes, and/or reserves the right to override any such password system. Passwords should be shared only with a direct supervisor, and the sharing of passwords is strongly discouraged. Associates may not use or access any e-mail or voice mail password other than the one authorized for their use by the Company unless authorized to do so for business reasons. Furthermore, e-mail messages should be treated as confidential by other associates and accessed only by the intended recipient. Associates are not authorized to retrieve or read any email messages that are not sent to them.

Violation of this policy or other misuse of the Company's e-mail, computer, Internet, or voice mail systems may result in discipline, up to and including termination.

Systems and Software. The Hotel prohibits installing, changing or removing any systems' hardware without prior approval from the management company or the appropriate Hotel official. The Hotel prohibits the installing, changing or removing of any software. Without approval, you may not use any software or program on a Hotel computer, whether it is partial or complete, which is not expressly the property of the Hotel. Any questions you may have regarding the computer systems, their hardware or software, or additions to the system should be addressed to the General Manager or management company officials.

Copyright Issues. Associates may not transmit copyrighted materials on e-mail, voice mail or the Internet. Users are not permitted to copy, transfer, rename, add or delete copyrighted information or programs.

Security Issues. All messages created, sent or retrieved over e-mail, voice mail, and the Internet via Hotel systems are the property of the Hotel and should be considered public information. We reserve the right to access all

messages and files on the computer network and reserve the right to monitor e-mail, voice mail, and Internet access. Remember that although messages are deleted from the e-mail and voice mail systems, they may remain in the computer system and elsewhere as daily backups or in other ways. All e-mail and voice mail messages are Hotel records, and all communications — including text, recordings, and images — can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Virus Protection. All Hotel and management company information technology resources must be protected from accidental destruction or deliberate attempts at sabotage by computer viruses. Since it is much easier to prevent than cure a computer virus, you must make all reasonable efforts to ensure that all files accessed or collected are virus-free and should avoid unauthorized downloads from the Internet and email. Particularly, authorized users must use discretion when receiving email from unknown sources, especially where the email contains attachments. Files received through the Internet or diskettes from unknown sources must be scanned for viruses by the network before executing them on the Hotel's information technologies. Any user suspecting that a workstation is virus-infected shall immediately notify the Hotel.

Failure to adhere to these guidelines could subject you to revocation of access privileges and/or disciplinary action, up to and including termination of employment. In addition, the Hotel reserves the right to report any possibly illegal activities to the relevant authorities.

Social Media Policy

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Guidelines. In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room,

whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found elsewhere in this Associate Handbook apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects associates, guests, vendors, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules. Carefully read these guidelines, the Company's Code of Ethics, and the other provisions of this Associate Handbook, including the Non-Harassment Policy. Ensure your postings are consistent with these guidelines and policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful. Always be fair and courteous to fellow associates, guests, vendors and people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our internal processes than by posting complaints to 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 associates, guests, vendors, customers, suppliers, competitors, or people who work on behalf of the Company, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law of Company policy.

Be honest and accurate. Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the

Company, fellow associates, guests, vendors, suppliers, or people working on behalf of the Company.

Post only appropriate and respectful content

- Maintain the confidentiality of Company trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications. This policy does not, however, restrict an associate from posting, discussing or otherwise communicating regarding wages, hours, working conditions or other terms and conditions of employment.
- Do not create a link from your blog, website or other social networking site to the Company or hotel website without identifying yourself as a Company associate.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of the Company, fellow associates, guest, vendors, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as “The postings on this site are my own and do not necessary reflect the views of Medallion Hotel Corporation or Urgo Hotels & Resorts.”

Using social media at work. Refrain from using social media while on work time (breaks and meal periods are not work time) or on equipment we provide, unless it is

work-related as authorized by your manager or consistent with the Company’s other policies. Do not use any Company email addresses to register on social networks, blogs or other online tools utilized for personal use.

Compliance with Law. Nothing in this policy is intended to limit, restrict, or affect any rights employees may have under the National Labor Relations Act (“NLRA”) to communicate with other associates or the public about their wages, hours, or other terms and conditions of employment, to engage in protected concerted activity, or any other rights employees may have under the NLRA. You will not be disciplined, discriminated against, retaliated against, or experience any adverse consequences as a result of exercising any of your rights under the NLRA or any other law.

For more information on this policy please contact your General Manager or the corporate Human Resources representative, who may be reached by calling 301-657-2130.

Media Contacts. Associates should not speak to the media on behalf of the Company without contacting the Hotel General Manager or Urgo Hotels Corporate Office (Phone: 301-657-2130). All media inquiries should be directed to them.

IMPORTANT HOTEL POLICIES

Equal Employment Opportunity Policy

Medallion Hotel Corporation is an equal opportunity employer. It is the policy of the Company to comply fully with the letter and spirit of all laws regarding equal employment opportunity. The Company is committed to ensuring that all its decisions regarding all aspects of the employment relationship, including hiring, promotion, discharge, compensation, and the terms, conditions, and privileges of employment, are in accordance with its principles of equal opportunity. It is the Company's policy that in exercising our management responsibilities, we shall not discriminate against any associates or applicants on the basis of race, color, religion/religious creed, sex, pregnancy, sexual orientation, age, national origin, protected veteran status, disability or other characteristics protected by applicable law. All employment decisions such as recruitment, training, promotion, or termination are made on a nondiscriminatory basis so as to further the principle of equal opportunity employment. The Company will consider requests for reasonable accommodation made by applicants or associates who are disabled within the meaning of the Americans with Disabilities Act or other similar applicable law. The Company reserves the right to request medical certification in connection with requests for accommodation and will keep any such information confidential in accordance with applicable law. The Company will also consider requests for reasonable accommodation based on religious belief. The Company is committed to equal employment opportunity and will not tolerate intimidation or harassment against associates or applicants because they have engaged in or may engage in filing a complaint of discrimination; assisting or participating in an investigation; opposing any act or practice made unlawful by any local, state, or federal law; or any other legally protected right.

Policy for A Drug-Free and Alcohol-Free Workplace

We believe that you have a right to work in a drug-free and safe environment, and we have taken a number of steps to help ensure that you will only work with people who are free from the effects of alcohol and illegal drugs. Accordingly, we have implemented a substance abuse policy.

The Hotel strictly prohibits the unlawful manufacture, distribution, dispensing, transportation, possession, being under the influence of, and/or use of any unlawful substance or alcohol while working, operating Hotel-

owned vehicles, performing Hotel business, or on the Hotel's premises. You are also expected to use all lawfully prescribed medications in a safe and lawful manner.

To the extent it is permissible under applicable state law, and consistent with any such law, the Hotel does conduct pre-employment drug screening as a first step in creating and maintaining a drug-free workplace. Unless otherwise prohibited by applicable state law, all job applicants must participate in a drug-screen prior to employment at the Hotel.

Current associates may be required to undergo medical testing for the presence of unlawful substances, as well as alcohol, in any one of the following circumstances in accordance with applicable state law:

1. Any associate reasonably believed by management to be involved in the use or possession of such unlawful drugs, or impairment from alcohol, during working hours or on Hotel premises may be subject to testing as a result of;
2. Direct observation by a Hotel associate of drug use or possession and/or physical symptoms of being under the influence of alcohol or other drugs;
3. A pattern of abnormal conduct or erratic behavior;
4. Conviction for a drug-related offense. Information provided either by reliable and credible sources or independently corroborated that the associate may be using, selling, or possessing drugs in the workplace or on work premises;
5. Newly-discovered evidence that the associate has tampered with a previous drug test; or
6. Any associate involved in an on-the-job accident or engaging in unsafe job-related activities that pose a danger to the associate or to others.

The testing process is designed to be a private, confidential medical matter and reasonable steps will be taken by the examining physician to try to protect the privacy and dignity of each person tested. The testing will be conducted by a laboratory, independent of the Hotel, and generally supervised by a physician. Testing will be conducted consistent with any applicable local law.

An associate who tests positive and who is unable to provide the examining physician with a valid prescription for the drug for which he or she tested positive or whose blood-alcohol level, in the opinion of the examining

physician, indicates a probability of on-the-job impairment, may be discharged. Associates discharged as a result of this policy will not be considered for re-employment.

Any associate who fails or refuses to participate in a drug screen or blood-alcohol level test when requested to do so by management will be discharged.

If you suspect that you have an alcohol or drug dependency problem, you are strongly encouraged to seek help through an associate assistance program before becoming subject to discipline for violating this or other Company policies, which will provide counseling and rehabilitation referrals, as appropriate. Associates may not, however, avoid discipline by requesting assistance after they violate the Company's policies. The Hotel will comply with the Americans with Disabilities Act as appropriate in administering this policy.

In accordance with the Drug-free Workplace Act of 1988, associates must abide by the terms of this Policy and must notify the Hotel in writing of any conviction of a violation of a criminal drug offence arising out of a violation of a drug statute occurring in the workplace no later than five (5) days after such conviction. The term "conviction" includes a finding of guilt, a no contest or nolo contendere plea, and the imposition of a sentence by a judicial body.

Non-Harassment Policy

The Company believes in the dignity of every associate and expects every associate to show respect for all colleagues, guests, clients, customers and vendors. Furthermore, the Company is committed to providing an associate with a work environment free of unlawful discrimination, including harassment, on the basis of race, color, national origin, ethnicity, religion/religious creed, age, gender, marital status, sexual orientation, covered veteran status, or physical, mental and/or learning disability, pregnancy, or on the basis of any other status protected by law. Therefore, the Company will not tolerate any inappropriate workplace behavior or discriminatory harassment, including but not limited to sexual harassment. This policy applies to harassment that involves the employment relationship, whether it occurs on our premises or in some other location where a Company activity occurs, such as at a customer site or a Company party.

This policy covers all associates, male and female, as well as applicants for employment, and independent contractors, and prohibits any form of harassment against Company associates, whether by executives, managers, coworkers, associates, or non-associates, such as clients,

customers, repairpersons, or vendors. Likewise, harassment of guests, clients, customers, vendors, or other third parties by associates is prohibited.

Prohibited Conduct

Harassment in violation of this policy consists of unwelcome conduct, whether verbal, physical, or visual, that may reasonably be perceived as ridiculing, denigrating, showing hostility toward, or affecting an individual because of his or her race, color, national origin, ethnicity, religion/religious creed, age, gender, marital status, sexual orientation, covered veteran status, physical, mental and/or learning disability, or any other characteristic protected by law. Even where the conduct does not constitute harassment that is prohibited by law, the Company prohibits any such conduct in the workplace or in carrying out one's duties for the Company. Associates should behave professionally at all times.

A complete list of such conduct is not possible. However, some common examples of such prohibited harassment are:

1. Using epithets, slurs, or negative stereotyping;
2. Mocking, ridiculing, or mimicking another's culture, accent, appearance, or customs;
3. Threatening, intimidating, or engaging in hostile or offensive acts that focus on an individual's race, color, gender, age, religion/religious creed, national origin, sexual orientation, ethnicity, physical, mental and/or learning disability, marital status, covered veteran status, or other characteristic protected by law; and
4. Circulating offensive material in the workplace, by e-mail or otherwise.

Sexual Harassment

Sexual harassment is one kind of discriminatory harassment that deserves special mention. Harassing conduct based on gender often is sexual in nature, but sometimes is not. Sexual harassment is not limited to demands for sexual favors. This policy forbids harassment based on gender regardless of whether the offensive conduct is sexual in nature. Any unwelcome conduct based on gender is also forbidden by this policy regardless of whether the individual is engaged in the harassment and the individual being harassed are of the same or are different genders. No associate, prospective associate, client, or prospective client should be subjected to unsolicited and unwelcome sexual overtures, nor should any associate or prospective associate be led to believe that an employment opportunity or benefit will in any way depend upon "cooperation" of a sexual nature.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other statements or actions of a sexual or gender-based nature when

5. The harasser states or implies that giving in to or rejecting such conduct will affect an individual's employment;
6. Giving in to or rejecting such conduct is used as the basis for employment decisions affecting the associate; or
7. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

No supervisor or manager has the authority to grant or deny promotions, or to force any change in job status, on the basis of the provision or denial of sexual favors.

This policy forbids harassment based on gender regardless of whether it rises to the level of a legal violation. Examples of gender-based harassment forbidden by this policy include:

8. Threatening to, or actively making, job decisions such as discharge, demotion, or reassignment if sexual favors are not granted;
9. Demanding sexual favors in exchange for favorable or preferential treatment;
10. Making offensive, insulting, derogatory, or degrading remarks relating to sex or gender;
11. Making unwelcome comments about appearance;
12. Kidding, teasing, or joking about sexual matters, or using sexually explicit or offensive language, either in person, on paper, or through e-mail;
13. Displaying in the workplace sexually suggestive objects, pictures, or cartoons, including material from the Internet;
14. Making offensive contact, such as hugging, grabbing, patting, pinching, or brushing against another's body;
15. Using obscene or sexually oriented language or gestures; and
16. Making repeated offensive sexual flirtations, advances, and propositions.

Particular care should be taken in informal business situations such as Company parties and business trips.

Reporting Discriminatory Harassment

If you witness or experience conduct that you believe to be inconsistent with this policy, you must immediately notify

your supervisor or General Manager. All incidents of discriminatory harassment or other inappropriate workplace behavior must be reported. If at any time you are uncomfortable or feel it would be unreasonable to use this procedure to report harassment because of unique or unusual circumstances, please discuss your concerns with a corporate Human Resources representative, who may be reached by calling 301-657-2130. This policy does not require reporting harassment or discrimination to any individual who may be creating the harassment or discrimination.

Investigation of Reports

When a potential violation of this policy is reported, we will conduct a prompt and thorough investigation. The Company will attempt to maintain confidentiality throughout the investigation to the extent possible under the circumstances.

After the investigation is completed, appropriate action will be taken. If we conclude that a violation of the harassment policy has occurred, appropriate action will be taken to correct the situation. This action may include, but not be limited to, oral or written counseling, referral to formal counseling, disciplinary suspension or probation, or discharge from the Company.

Retaliation Prohibited

The Company prohibits any form of retaliation against an associate for reporting harassment or discrimination, registering a complaint pursuant to this policy, helping another associate report a complaint, or otherwise participating in an investigation, proceeding, or hearing. We consider retaliation to be a serious violation of this policy and strongly urge you to report any incidents of retaliation immediately. We will investigate and resolve reports of retaliation in the same manner as reports of harassment. Violation of the policy against retaliation may result in discipline up to and including termination.

Union Organization

Since opening, the Hotel has fostered a high quality, union-free work environment and a positive relationship with our associates. This relationship, which relies on direct, two-way communication between the Hotel and associates, has significantly contributed to our ability to both meet and exceed customer needs. This is in support of our core values of treating associates and individuals with mutual respect and dignity.

The Hotel strongly believes that this relationship must continue to be preserved and strengthened. The Hotel is committed to differentiating itself as a "Workplace of

Choice”, attracting and retaining high performing associates, paying fair and competitive wages, providing comprehensive and competitive benefits, providing challenging work and opportunities for growth, and assuring that our work environment is healthy, safe, discrimination-free and harassment-free.

We believe that a third-party presence (such as unions, outside interest groups, or attorneys) at the Hotel would interfere with our ability to work as a team, to grow, to prosper, to recognize and address individual needs as well as to provide satisfying career opportunities for associates. For these reasons, the Hotel believes that a union would not be in the interests of its stakeholders and is committed to remaining union-free.

The Hotel desires that each of us contribute to our unique relationship by speaking up about concerns, communicating openly and directly with each other, and treating others with respect and fairness. Together, we will continue to develop our relationship and ensure a progressive, challenging, and truly great place to work.

Policy Against Violence & Weapons in the Workplace

The Company is committed to preventing workplace violence and maintaining a safe work environment. Accordingly, the Hotel strictly prohibits any acts or threats of violence by any Hotel associate, or by a guest, vendor, or other visitor, against any associate in or around Company facilities, or anywhere else, at any time. As part of this policy, the Company seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence prior to the occurrence of any violent behavior.

The Company believes that prevention of workplace violence begins with recognition and awareness of early warning signs and has established procedures for responding to any situation that may lead to violence.

Workplace violence includes:

- Threats of any kind;
- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- Other behavior that suggests a propensity toward violence, which may include belligerent speech, arguing or swearing, sabotage or threats of sabotage of Company property, or a demonstrated pattern of refusal to follow Company policies and procedures;

- Defacing Company property or causing physical damage to the facilities;
- Carrying firearms, knives, explosives or other weapons of any kind on Company premises or while conducting Company business; or
- Fighting or “horseplay” with others.

Failure to comply with this policy may result in disciplinary action, up to and including discharge from employment.

Each associate and/or other representative of the Hotel must act in compliance with this policy (even when he or she is away from Hotel premises and not on duty) at all times when wearing the Hotel insignia or uniform, when driving a Hotel vehicle or driving in connection with the performance of Hotel duties, and under any other circumstances where he or she is interacting with other associates of the Hotel or could be construed as being a representative of the Hotel. This policy also applies to independent contractors with the Hotel.

If any associates observes or becomes aware of any of the above-listed actions or behavior by an associate, guest, vendor, visitor, or anyone else, he or she should notify a manager immediately. If you cannot immediately reach a manager, and if danger is imminent, you should contact your General Manager and local law enforcement authorities to assist in the situation. Furthermore, associates should notify their General Manager if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly. In appropriate circumstances, the Company will inform the reporting individual of the results of the investigation. To the extent deemed prudent by the Company, the Company will maintain the confidentiality of the reporting associate and of the investigation, but may need to disclose results in appropriate circumstances – for example, to protect individual safety. The Company will not tolerate retaliation against an associate who reports workplace violence.

If the Company determines that workplace violence has occurred, the Company will take appropriate corrective action and may impose discipline on offending associates, up to and including immediate termination. If the violation is by a non associate, the Company will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

RULES OF CONDUCT and DISCIPLINARY PROCEDURES

Experienced, professional Hotel associates are expected to be able to exercise good judgment and behave like responsible adults. We understand that mistakes will occur, and this policy governs the Company's rules of conduct and disciplinary procedures.

All associates are required to meet acceptable performance standards and to comply with Company and department policies at all times. These policies have been established to protect you, other associates, and the Company from injury or other threats to our well-being, and to promote efficient working practices.

When associates fail to meet these standards or violate rules or policies, they may be subject to disciplinary action, including formal warnings, suspension, and termination.

The specific disciplinary action taken will normally be based on an assessment of the offense, the circumstances, and your previous performance and discipline record. The Company reserves the right to make all disciplinary decisions in the best interest of the Company, including its hotels, associates and guests, clients, and customers.

Disciplinary action may be taken for repeated violations of the same rule or policy, for a single incident of serious misconduct, or for continued violations of a general nature.

CORRECTIVE ACTION

Where appropriate, the Company provides progressive discipline for violations of Company policy and other failures to meet performance standards. However, the imposition of one form of discipline in one instance does not mean that a different form of discipline is not warranted in another instance.

Repeated violations of the same rule, violations of more than one rule in a single act, violations of different rules at different times, serious violations of Company policies, and aggravating circumstances may be cause for accelerated and/or compound disciplinary action.

In addition, consistent with the at-will nature of the employment relationship, the Company has and reserves

the right to terminate an associate upon the first offense or for any reason.

There are generally four components to progressive discipline: verbal warnings (which may or may not be documented in writing), written warnings, final written warnings, suspension, and involuntary termination.

Violation of Company rules and policies may result in your being suspended either with or without pay while the circumstances surrounding the incident are being investigated. Once that investigation is complete, a decision to terminate employment may be made. In the event of involuntary termination following suspension, the termination date will be effective as of the last day worked. Unpaid suspension may also be used as a separate form of disciplinary action. The Company may terminate an associate's employment without first placing the associate on a suspension pending investigation.

Nothing herein shall be construed to guarantee that disciplinary action will occur in a certain order or that certain steps must be followed prior to termination. Likewise, nothing in this policy alters the at-will nature of employment with the Company.

RULES OF CONDUCT

The following rules of conduct are published to establish the best possible relationship between you and the Company. We expect you to know and follow these rules.

Violation of the following rules of conduct may result in immediate termination of employment:

1. Dishonesty of any kind including but not limited to attempted or completed theft, unauthorized possession, removal, storage transfer, or use of guest, associate or Company property.
2. Violation of the Policy for a Drug-Free and Alcohol-Free Workplace.
3. Violation of the Non-Harassment Policy or EEO Policy.
4. Possession of firearms, explosives, or other dangerous weapons on Hotel property.
5. Assaulting, threatening or intimidating a fellow associate, guest or visitor, or engaging in illegal or otherwise unprotected disorderly conduct or fighting.
6. Unauthorized taking or use, or the destruction or misuse of Hotel, guest or associate property or things of value.
7. Gambling or any illegal or indecent conduct on Hotel property.
8. Falsifying any hotel record, report or document, including personnel documents and applications for employment, punching or altering another associate's time or work record or allowing another associate to punch or alter your time or work record.
9. Insubordination, including the failure or refusal to perform assigned duties or to follow the written or verbal instructions of a supervisor or manager.
10. Serious safety violations or willful creation of a hazard.
11. Sleeping on the job or willful neglect of duty.
12. Misconduct of such a serious nature as to pose a threat to the reputation of the Hotel or to the welfare of associates and guests.
13. Disclosure or misuse of proprietary or confidential information or misuse of computers, e-mail, voice mail or the Internet.
14. Removing, duplicating, or transferring possession of a property master key or any other keys to restricted-entry areas.
15. Saying, publishing or distributing maliciously false statements concerning the Company, or any

of its properties, or their managers, associates or guests.

16. Violation of the Company's cash handling procedures, including failure to maintain accurate and proper accountability and control of cash banks, excessive shortages or other irregularities.

Violation of the following rules of conduct may lead to immediate disciplinary action, up to and including immediate termination of employment:

17. Smoking in unauthorized areas.
18. Discourtesy to or fraternizing with a guest.
19. Discourteous, abusive or unprofessional conduct while working.
20. Failure to observe safety procedures, including failure to report an accident, injury or damage to Company property or engaging in an act that could reasonably endanger the safety of others while at work.
21. Excessive or unexcused absenteeism or tardiness including abuse of PTO, improper call off or violation of the time and attendance policy.
22. Violations of Standards of Appearance Policy.
23. Soliciting tips or gratuities in violation of the Non-Solicitation/Non-Distribution Policy.
24. Horseplay or other roughhousing, teasing or dangerous conduct.
25. Using Company assets for personal gain or engaging in unauthorized personal business during working time.
26. Violations of other rules, policies or standards of the Hotel, including but not limited to the Social Media, and Confidentiality policies.
27. Failure to perform job or work assignments satisfactorily, safely, and efficiently.
28. Failure to remain in designated work area(s), as outlined in your job description or as requested by your supervisor.

Associates should remember that violation of established work rules will subject the associate to disciplinary action up to and including termination.

This list is not exhaustive and does not limit the Company's right to discipline in whatever manner it deems appropriate up to and including termination, depending upon the Company's assessment of the severity of the conduct. The Company reserves the right to modify these rules at any time.

Associates will not be disciplined or terminated in a manner inconsistent with applicable law, and the rules of conduct will not be interpreted or applied in a manner that would interfere with associates' rights under applicable law. Nothing in this policy is intended to limit, restrict, or affect any rights associates may have under the National Labor Relations Act ("NLRA") to communicate with other associates or the public about their wages, hours, or other terms and conditions of employment, to engage in protected concerted activity, or any other rights associates may have under the NLRA. You will not be disciplined, discriminated against, retaliated against, or experience any adverse consequences as a result of exercising any of your rights under the NLRA or any other law.

PROBLEM SOLVING and DISPUTE RESOLUTION

In any workplace, it is natural that from time to time problems or misunderstandings will arise. We encourage you to discuss any work-related concerns you have with your supervisor, manager or management company representative. No associate will suffer retaliation as a result of reporting any concern to management in good faith.

If your particular circumstance makes the following standard procedures inappropriate or difficult (for example, the complaint involves your supervisor or you fear retaliation from your supervisor), you may directly contact the next level supervisor or the management company representative.

The Informal Meeting

We encourage you to first use the informal method of problem-solving. Under this method, you request a private meeting with your immediate supervisor to discuss the

problem. As necessary, your supervisor will investigate the problem or complaint, attempt to resolve it and communicate the decision to you. After the meeting, if the problem remains unsolved, or if you are not satisfied with the way the matter was handled, you may contact a department head or the General Manager.

Formal Problem Solving

The first step in this method is for you to state the problem in writing and submit it to your supervisor. If this is not feasible, you should submit the written problem statement to the department head or the General Manager.

Following receipt of the written problem, you should receive an acknowledgment. A meeting may be scheduled and, if the situation remains unresolved, the problem will be turned over to the next level supervisor, with whom a meeting will be held. The problem will be explored and discussed and any additional investigations will be conducted. You will then be notified of the outcome.

If you are not satisfied with these results, you can ask that the problem be reviewed by the management company representative, which is the final step in the formal problem-solving method. Management company representatives shall have the final authority to interpret and apply policies on behalf of the Hotel. A thorough investigation will be conducted and the problem will generally be discussed and reviewed within 30 calendar days after receiving the written statement.

Although we cannot guarantee how any such matter will be settled, all situations will be investigated objectively. This policy does not apply to situations involving potential violations of the Hotel's Non-Harassment Policy. Individuals who desire to report concerns under that policy are not required to follow the procedures outlined in this section. They should refer to the Non-Harassment Policy and procedure contained in this Handbook.

ACKNOWLEDGMENT

RECEIPT OF HANDBOOK ACKNOWLEDGMENT

I have received a copy of the Medallion Hotel Corporation Associate Handbook, which outlines the Company's policies and my responsibilities. I agree to read and comply with the information contained in this Handbook.

This is a new Handbook that completely replaces and supersedes any previous handbooks, policies or provisions. I also understand that this Handbook does not represent a contract of employment, and that my employment is at-will, meaning that either I or the Hotel can end the employment relationship at any time for any reason that is not in violation of state or federal laws. I further understand that at-will employment status cannot be changed in any way except in writing, signed by the Company's SVP General Counsel.

The Hotel may change or delete any of these policies, procedures or benefits in its sole discretion. My continued employment after any change will constitute acknowledgement and acceptance of the new conditions.

If I have any questions about the programs or policies described in this Handbook, I may discuss them with my supervisor or the General Manager.

Associate Name (print)

Associate Signature

Date

Please sign and return this form to your supervisor or the General Manager.

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