



THE LEXICON COMPANIES

EMPLOYEE HANDBOOK

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- A SPANISH TRANSLATION OF SECTION 5.3 FAMILY/MEDICAL LEAVE POLICY (FAMILIA/ POLITICA DE LICENCIA MEDICA)

ARTICLE I – GENERAL

1.1 INTRODUCTION.

The rules and policies set forth in this Employee Handbook (the “Handbook”) are generally applicable to all employees of The Lexicon Companies, which is a family of companies comprised of (i) Lexicon, Inc. and its subsidiaries and divisions, including Prospect Steel, Custom Metals, Mill Services, and Heritage Links, (ii) Lexicon Management Group, Inc., and (iii) LX Aviation, LLC (individually and collectively, the “Company”). Any rules and policies that are applicable only to one or more of these Companies or their divisions or departments will be set forth in an addendum to this Handbook that has been approved by the respective Company. Unless otherwise specified, all references in this Handbook to “manager,” “management,” “officer,” “director,” and the like shall refer to those persons holding such positions with Lexicon Management Group, Inc. These rules and policies are not all inclusive. These are subject to revision and modification and are not considered to be rigid and inflexible. There may be occasions when the Company changes these policies or gives current ones a different interpretation than previously made to apply to a particular circumstance or more general situation. The Company may modify its rules, policies, and benefits, in its sole discretion, as business requires, with or without prior notice. Violations of the policies found within this Handbook or any applicable addendum may result in disciplinary action. This Handbook, and its rules, policies and benefits, are not contracts of employment, either expressed or implied.

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ARTICLE I – GENERAL

1.2 AT-WILL EMPLOYMENT.

The Company employees have the status of “employee-at-will,” meaning that there is no contractual right, express or implied, to remain in the Company’s employ. The Company may terminate an employee’s employment, or an employee may terminate his or her employment, with or without cause, and with or without notice, at any time for any or no reason. No supervisor or other representative of the Company, except for the Chief Executive Officer, has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

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ARTICLE I – GENERAL

1.3 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT.

The Company is an equal opportunity employer. It is the policy of the Company to assure equal employment opportunity in all personnel actions taken. Therefore, all personnel actions and decisions will be made without regard to an individual's race, religion, color, national origin, sex, age, disability, genetic information, or other legally protected status. Personnel decisions as referred to in this section include, but are not limited to, decisions regarding recruitment and selection of employees, training programs, promotions, layoffs, and terminations, as well as administration of compensation and benefits.

Any complaint of alleged discrimination by the Company's managers, supervisors, employees, or any person or organization acting on behalf of the Company should immediately be reported to the Human Resources Manager or otherwise in accordance with the Company's Open Door Policy (1.4) or Grievance Procedure (3.7).

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ARTICLE I – GENERAL

1.4 OPEN DOOR POLICY.

The Company recognizes that problems or differences of opinion over work matters may occasionally arise between an employee and his or her supervisor, co-workers, or the Company. When a problem does occur, it is to everyone's benefit to attempt to find a prompt and fair solution. That is the purpose of the following open-door procedure:

(a) When an employee has a problem or complaint, it should be discussed with the employee's supervisor at the earliest convenient time. It is hoped that the complaint can be settled at that level.

(b) If no solution is reached, the employee may then discuss the issue with the Human Resources Manager.

(c) If, at any time, the employee is not comfortable talking to his or her supervisor regarding the issue, or, if the issue involves an employee's supervisor, the employee may approach the Human Resources Manager or Chief Financial Officer directly for assistance.

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ARTICLE I – GENERAL

1.5 HUMAN RESOURCES.

The Company's Human Resources Department can be contacted by phone at (501) 490-4200 or by fax at (501) 490-7831.

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ARTICLE II – WAGE AND SALARY POLICIES

2.1 RECORDING TIME WORKED.

Government regulations require that the Company keep an accurate record of time worked by employees in order to calculate pay and benefits. Employers must pay non-exempt employees for all the time they actually work.

Non-exempt employees are required to record their arrival times and departure times (including reporting to and leaving work and meal breaks). Depending upon work location, time recording may be done by signing in and out or by use of a time punch clock. If a non-exempt employee fails to record his or her time, the employee must notify his supervisor immediately and accurately report the hours worked. Repeated failure to properly record time will result in disciplinary action.

The timekeeper will run a report each morning for the previous day's time to determine any tardiness or absence. Supervisors will be given a copy of the report to complete the Absentee Form, which shall then be promptly sent to Human Resources.

Employees are forbidden to record the arrival or departure time of another employee. Anyone caught doing so will be subject to disciplinary action. It is also a violation for an employee to alter his or her own or another employee's time without permission.

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ARTICLE II – WAGE AND SALARY POLICIES

2.2 OVERTIME.

The ability to work required overtime is an essential function of every position at the Company. Employees will be required to work overtime (that is, over 40 hours during a single work week) when requested to do so. The Company may not be able to notify employees in advance when requiring overtime work, but the Company will attempt to forewarn employees of overtime so employees can make any needed arrangements.

Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Employees working overtime without approval will be subject to disciplinary action. The Company will pay overtime at the rate of time and one-half to all non-exempt employees for all hours worked over forty hours during a single work week. Working “off the clock” or asking an employee to work “off the clock” is prohibited and grounds for immediate disciplinary action.

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ARTICLE II – WAGE AND SALARY POLICIES

2.3 DEDUCTIONS FROM COMPENSATION.

The Company makes deductions from compensation in compliance with federal and state law. Under the Fair Labor Standards Act (FLSA), exempt employees must receive a predetermined amount of compensation each pay period, and only certain deductions are permitted. If an employee believes that the Company has made inadvertent deductions from his or her compensation, the following apply:

- (a) The employee must report such deduction to his or her supervisor or to the Payroll Department.
- (b) Each report will be investigated, and a determination concerning the deduction will be made.
- (c) If the Company determines that the deduction was in error, the employee will be promptly reimbursed.

The Company will make a good-faith effort to comply with the provisions of the FLSA and any other applicable federal or state law.

Furthermore, in compliance with all applicable laws, rules, and regulations, and to the fullest extent allowed thereby, the Company reserves the right to impose penalties on account of an employee's violation of safety rules of major significance or of rules relating to workplace conduct. Generally, these penalties will, in the case of exempt employees, consist of disciplinary suspensions of one or more full days; and, in the case of non-exempt employees, a reduction in the employee's hourly rate. In no event shall the imposition of such a penalty cause an employee's hourly wage rate to fall below the then-applicable minimum wage.

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ARTICLE II – WAGE AND SALARY POLICIES

2.4 LOST OR STOLEN CHECK.

(a) If an employee calls to report a lost or stolen check, the Company will investigate and, if it determines that such check was in fact lost or stolen, the following procedures will apply:

- (i) A stop payment will be issued on the check. The employee will be charged a reasonable fee for this service, which may, at the Company's option, be withheld from the replacement or any subsequent check.
- (ii) The Company will mail or fax a copy of the "Indemnity Agreement for Lost, Destroyed, or Stolen Checks or Direct Deposits" to the employee. The employee is required to complete, sign, and return the form to the Company before a replacement check can be issued.
- (iii) The Company will issue a replacement check approximately 30 days later.

(b) If an employee calls to report a check that has been accidentally destroyed, the following steps will be taken:

- (i) If the employee can provide pieces of the check that make possible its identification, the Company will reissue the check immediately.
- (ii) If there is no evidence of the check, the Company will follow the same rules above for a lost or stolen check.

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ARTICLE II – WAGE AND SALARY POLICIES

2.5 ADVANCES.

The Company may, in its discretion, allow a one time advance of \$200 to each employee who requests one. The employee must work two complete shifts before receiving the advance.

Advanced money will be deducted from the employee's pay check for the week following receipt of the advance. Employees seeking an advance should complete an advance form and forward same to the Payroll Department.

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ARTICLE III – GENERAL EMPLOYMENT PRACTICES

3.1 INTRODUCTORY PERIOD.

During an employee's first 90 days of employment, management will evaluate his or her job performance. An introductory performance review may be provided to the employee by his or her supervisor. Completion of an introductory period does not change an employee's at-will status or in any way restrict the Company's right to terminate employment or change the terms or conditions of employment. If an employee is transferred or promoted to a new position, another 90 day period will apply. Those transferred or promoted employees who do not perform satisfactorily in their new jobs may, at the discretion of management, be returned to their original jobs, if a vacancy exists, or may be terminated.

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ARTICLE III – GENERAL EMPLOYMENT PRACTICES

3.2 PERFORMANCE EVALUATIONS.

Employees may receive periodic performance reviews. Performance evaluations may review factors such as the quality and quantity of work performed, knowledge of the job, and the ability to work in a positive manner with others. The performance evaluations should help the employee become aware of his or her progress, areas for improvement, and objectives or goals for future work performance. Positive performance evaluations do not guarantee an increase in salary or promotions. Salary increases and promotions are solely at the discretion of the Company and may depend upon legitimate factors in addition to performance. After the review the employee will be required to sign the evaluation report to acknowledge that it has been presented to and discussed with the employee by his or her supervisor and that the employee is aware of its contents. The employee's signature on the evaluation report does not necessarily indicate that the employee agrees with the substance of the report.

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ARTICLE III – GENERAL EMPLOYMENT PRACTICES

3.3 EMPLOYMENT OF RELATIVES/PERSONAL RELATIONSHIPS.

Generally, an employee's spouse or significant other may not be considered for employment if such employment would:

- (a) Create a direct supervisor/subordinate relationship with a spouse or significant other.
- (b) Have the potential for having an adverse effect on work performance; or
- (c) Create an actual conflict of interest or the appearance of a conflict of interest.

It is sometimes the case that an employee's spouse or significant other will, subsequent to hire, fall into one of these scenarios as a result of the assignment, transfer, or promotion of an employee. Should an assignment, transfer, or promotion result in one of the conditions outlined above, attempts may be made to find a suitable alternate position within the Company for one of the employees. If arrangements of this nature are not feasible, the Company will determine, based upon business needs and other legitimate criteria, which of the employees will be permitted to remain in his or her position.

Exceptions to this policy may be made, in the Company's sole and absolute discretion, depending upon business needs and other legitimate criteria, including, but not limited to, job duties and responsibilities.

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ARTICLE III – GENERAL EMPLOYMENT PRACTICES

3.4 EMPLOYEE TRANSFERS.

Employees who are terminated with one Company division cannot be rehired with another Company division for a period of thirty (30) days without prior written approval of the division in which the employee previously worked. Only those employees or former employees who are otherwise eligible for re-hire will be allowed to transfer.

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ARTICLE III – GENERAL EMPLOYMENT PRACTICES

3.5 PAYROLL STATUS CHANGE NOTICE.

If an employee's address or tax withholding status changes, he or she must complete a payroll status change notice form. In addition, if an employee's marital status changes or the number of exemptions previously claimed increases or decreases, the employee is required to complete a new Form W-4.

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ARTICLE III – GENERAL EMPLOYMENT PRACTICES

3.6 RESIGNATION.

When an employee decides to leave for any reason, the employee may be requested to complete an Exit Interview Form before the employee leaves the job site or when the employee picks up his or her final check. The Company does request a two-week notice prior to the effective date of the resignation for all salaried employees. Employees shall be paid upon resignation for all available, unused vacation if the employee meets the other requirements set forth in the Vacation Policy (5.4) and: (1) proper two-week notice is given and fulfilled; or (2) proper two-week notice is given, but the employee's supervisor wishes for the employee to leave prior to the end of the employee's two-week notice period. Otherwise, all unused vacation time shall be forfeited. If the employee's supervisor wishes for the employee to leave prior to the end of the employee's two-week notice, the employee may be paid for the remainder of that period.

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ARTICLE III – GENERAL EMPLOYMENT PRACTICES

3.7 GRIEVANCE PROCEDURE.

(a) Policy. The Company gives employees an opportunity to present their work-related complaints through an internal dispute resolution process.

(b) Definition of a Grievance. A grievance is defined as an employee's complaint or expressed dissatisfaction concerning an alleged violation of civil law or any interpretation or application of a policy or work rule by management, supervisors, or other managerial employees. Matters that are considered appropriate grievances under this policy are the following:

- (i) Allegations that the Company's written policies or work rules have been interpreted or applied in a manner which is in violation of either the express provisions or the past application of such policy or work rule.
- (ii) Allegations of discrimination against an employee because of that employee's inclusion in a legally protected group, including, but not limited to, any local, state, or federal law protecting persons from discrimination because of race, color, sex, age, religion, national origin, disability, military or veteran status, or any claim of retaliation for engaging in any protected activity under any such statute. Also included are any allegations of a violation of local, state, or federal law governing leaves of absence or pay.
- (iii) Allegations of breaches of contract between the Company and the employee, including, but not limited to, contract claims where the employee is alleged to be a third party beneficiary to a contract, claims of implied contract or implied duty of good faith and fair dealing, claims of wrongful discharge in violation of public policy, or any other claim of wrongful termination on the basis of exceptions to the common law principle of employment-at-will.

(c) Time Limits for Filing of Grievances. In order for a grievance to be considered timely, the grievance must be filed within ten (10) working days of the day the employee first becomes aware of the action which the employee wishes to grieve or the day the employee should have, with the exercise of reasonable diligence, become aware of the action which the employee wishes to grieve.

(d) Grievance Procedure. Employees should first make an effort to resolve any grievance by discussing the problem or complaint with the employee's immediate supervisor (provided the supervisor is not alleged to have been responsible for or otherwise to have participated in the action resulting in the problem or complaint). Oftentimes, such a discussion is the most effective method in resolving problems. Employees are encouraged to discuss their problems with their supervisor before contacting the Human Resources Department. However, if the employee is unsatisfied with his or her discussions with the supervisor, or is uncomfortable with proceeding in such a fashion, the employee can obtain a grievance form from the Human Resources Department, complete it, and return the completed form to the Human Resources

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Department within the time limits set forth in Subsection (c). The employee will normally be contacted by the Human Resources Department within five (5) working days after receipt of the grievance form.

(e) Other Rights. Nothing in this Grievance Procedure is intended to reduce, alter, or otherwise limit an employee's rights, duties, obligations, or applicable time period(s) under any local, state, or federal law. Employees remain free to exercise any and all such rights.

(f) Prohibition on Retaliation. THE COMPANY PROHIBITS ANY RETALIATION AGAINST ANY EMPLOYEE FOR UTILIZING OR PARTICIPATING IN THIS GRIEVANCE PROCESS. ANY MANAGER WHO ENGAGES IN ANY ACT OF RETALIATION WILL BE SUBJECT TO DISCIPLINARY ACTION.

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ARTICLE III – GENERAL EMPLOYMENT PRACTICES

3.8 RETURN OF COMPANY PROPERTY.

Upon request or at termination of employment, employees must return all Company property, including Company files, documents, equipment, mobile electronic devices, computer hardware, computer software, tools, uniforms, identification cards, keys, access control devices (e.g., key fobs), and other items. Failure to return any Company property or returning Company property in a damaged or unacceptable condition may result in amounts being withheld from the employee's paycheck, in accordance with state and federal laws, and/or referred to a collection agency.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.1 CODE OF BUSINESS ETHICS.

(a) General Policy. The Company will conduct its business activities and transactions with the highest level of integrity and ethical standards and in accordance with all applicable laws. In carrying out this policy, the Company has adopted this Code of Business Ethics (the “Code”). This Code covers a wide range of business practices and procedures. It does not cover every issue or situation that may arise, but it sets out basic principles to guide all employees, officers and directors of the Company. All employees must comply with this Code and seek to avoid even the appearance of improper behavior. Those who violate the standards in this Code will be subject to disciplinary action.

(b) Compliance with Laws, Rules, and Regulations. The Company complies with all applicable laws, rules, and regulations in the conduct of its activities and expects its employees to do the same. All employees must respect and comply with federal, state, and local laws, rules, regulations, ordinances, and executive orders.

(c) Conflicts of Interest. Employees must avoid situations that create an actual or potential conflict between an employee’s personal interests and the interests of the Company. A “conflict of interest” exists when an employee’s loyalties or actions are divided between the interests of the Company and those of another, such as a competitor, supplier, customer, or personal business. A conflict of interest can arise when an employee takes actions or has interests that may make it difficult to perform his or her Company work objectively and effectively. A conflict of interest may also arise when an employee, or members of his or her family, receives an improper personal benefit as a result of his or her position in, or relationship with, the Company. Moreover, the appearance of a conflict of interest alone can adversely affect the Company and its relations with customers, suppliers, and employees. The appearance of a conflict is to be avoided.

Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict of interest. It is almost always a conflict of interest for an employee to work simultaneously for a competitor, customer, or supplier.

A conflict of interest can also arise with respect to employment of relatives and persons with close personal relationships. If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with an actual or potential competitor, supplier, or customer, the employee must disclose this fact in writing to the Human Resources Manager.

All conflicts of interest are prohibited. Any employee who becomes aware of a conflict or a potential conflict should bring it to the attention of the Human Resources Manager.

(d) Corporate Opportunities. Employees are prohibited from taking for themselves personally opportunities that are discovered through the use of Company property, information, or their position without the consent of the Chief Financial Officer. No employee may use Company property, information, or their position for improper personal gain, and no employee may compete with the Company directly or indirectly while they are engaged or employed by the Company.

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Employees owe a duty of loyalty to the Company and should advance the Company's legitimate interests when the opportunity to do so arises. Employees shall not engage in any unfair competition with the Company.

(e) Fair Dealing. Employees should endeavor to respect the rights of and deal fairly with the Company's customers, suppliers, competitors, and employees. No employee should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair-dealing practice.

(f) Gifts and Entertainment. No gift or entertainment involving any potential or actual customers, vendors, or competitors should ever be offered, given, provided, or accepted by any employee, family member of an employee, or agent unless it: (i) is not a cash gift, (ii) is consistent with customary business practices, (iii) is not excessive in value, (iv) cannot be construed as a bribe or payoff, and (v) does not violate any laws or regulations. If an employee is not certain that any gifts or entertainment are appropriate, please discuss with the Human Resources Manager. Any gift or entertainment not satisfying the criteria set forth above must be approved in advance by the Company's Chief Financial Officer.

(g) Record Keeping. All of the Company's books, records, accounts, and financial statements must be maintained in reasonable detail, must appropriately reflect the Company's transactions, and must conform both to applicable legal requirements and to the Company's system of internal controls. All Company business data, records, and reports must be prepared truthfully and accurately. Business records and communications should avoid exaggeration, derogatory remarks, guesswork, or inappropriate characterizations of people and companies that can be misunderstood. This applies equally to email, internal memos, and formal reports. Records should always be retained or destroyed according to the Company's Record Retention Policy.

(h) Confidentiality. Employees who come into possession of information of the Company or its customers must safeguard the information from the public and not intentionally or inadvertently communicate it to any person (including family members and friends) unless the person has a need to know the information for legitimate, Company-related reasons. Confidential information must be held in the strictest confidence, and such confidential information cannot be disclosed by any employee to any third party unless the third party has signed a nondisclosure agreement approved by the Chief Financial Officer. All employees should be discrete with respect to such confidential information and not discuss or post it in public places.

(i) Protection and Proper Use of Company Assets. No secret or unrecorded fund of Company assets or cash shall be established or maintained for any purpose. Anyone spending or obligating Company funds should be certain that the transaction is properly and appropriately documented and that the Company receives appropriate value in return. All employees should endeavor to protect the Company's assets and ensure their efficient use. Any suspected incident of fraud or theft should be immediately reported to the employee's supervisor or the Human Resources Manager. Company equipment should not be used for non-Company business, though incidental personal use may be permitted if approved in writing by the employee's supervisor.

(j) Payments to Government Personnel. Company assets, facilities, and resources may not be used for political purposes except in accordance with the law and after approval by the Chief

Financial Officer. The United States Foreign Corrupt Practices Act prohibits giving anything of value, directly or indirectly, to officials of foreign governments or foreign political candidates in order to obtain or retain business. It is strictly prohibited to make illegal payments to government officials of any country. In addition, the United States government has a number of laws and regulations regarding business gratuities which may be accepted by U.S. government personnel. The promise, offer, or delivery to an official or employee of the U.S. government of a gift, favor, or other gratuity in violation of these rules would not only violate Company policy but could also be a criminal offense. State and local governments, as well as foreign governments, may have similar rules.

(k) Reporting Illegal or Unethical Conduct. Employees are responsible for being knowledgeable about the Company's policies and ethical standards applicable to their activities and to comply with them fully. Employees also have a duty to report any suspected misconduct. Employees who know or have good reason to believe that other employees are engaged in conduct that actually or potentially violate laws, ethical standards, the Code, or other Company policies should report this to the Human Resources Manager.

(l) Non-Retaliation. The Company does not permit retaliation of any kind, either direct or indirect, against employees for good faith reports of ethical or legal violations. Any employee who attempts to or encourages others to retaliate against an individual who has reported a violation, or who has asked questions about ongoing or proposed conduct, will be subject to disciplinary action.

(m) Cooperation in Investigations. Employees shall cooperate fully with the Company and any governmental or other authority in any investigation of an alleged violation of any law, ethical standard, the Code, or other Company policy, and employees may have a duty to maintain the confidentiality of the investigation unless specifically authorized to disclose such information. Failure of any employee to comply with such policies will result in disciplinary action.

(n) Questions. If an employee has any questions regarding this Code or is unsure of the correct course of action in a business-related situation, the employee should address those questions to the Human Resources Manager. In those instances where the Company, after review by the Chief Financial Officer, approves an activity or situation, the Company is not granting an exception or waiver but is determining that there is no policy violation. No one in the Company has the authority to make exceptions or grant waivers to the Code. If the Company determines that an activity or situation would be a violation of the Code, then appropriate action will be taken.

Employees are encouraged to contact the Human Resources Manager to report any legal or ethical concerns. The Human Resources Manager investigates all credible reports. The Company is committed to maintaining the confidentiality of such reports to the maximum extent possible and will disclose information provided on a need-to-know basis. An employee may report anonymously where local law permits. The more information provided by an employee, the easier it will be for the Company to investigate and appropriately respond to an employee's report.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.2 RULES OF CONDUCT.

(a) Standards. Proper conduct and performance are requirements in any work environment. The Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Company. Employees should at all times be respectful of their co-workers, the Company’s customers, and the Company, and they should conduct themselves in a professional manner. If there are times when those standards are not being met, then the Company may point out performance or behavioral problems which require the employee’s attention and improvement. In those instances, the Company may rely upon various disciplinary actions ranging from verbal warnings up to and including termination of employment by discharge. There is no requirement that disciplinary action follow any specific sequence. Based upon the severity of the conduct, termination of employment by discharge may result from the first offense. The specific disciplinary action utilized will depend upon various factors, including the nature of the violation, prior work history, and tenure.

(b) Disciplinary Action. As used throughout this Handbook, the term “disciplinary action” includes termination of employment by discharge.

(c) Examples. It is not possible to list all forms of behavior that are considered unacceptable. The following are some examples of infractions of rules of conduct that are prohibited and may result in disciplinary action:

- (i) Excessive or unauthorized non-protected absenteeism or tardiness (as addressed in the Attendance Policy).
- (ii) Unauthorized leaves of absence or leaving the job prior to work’s end without authorization.
- (iii) Insubordination or refusal to follow instructions, orders, or directives or to otherwise perform assigned work.
- (iv) Poor work performance, including inefficient or negligent performance of assigned duties, inactivity on the job, idleness, inattention to duty, sleeping on the job, and negligent or intentional restriction of output or other slowdown.
- (v) Possession and/or use of tobacco or food in unauthorized areas.
- (vi) Theft or any attempted theft. This includes, but is not limited to, misappropriation or unauthorized use of the Company’s, its employees’, or its customers’ property, merchandise, telephones, computers, equipment, or materials.

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- (vii) Engaging in a fight or assault or threatening violence in the workplace. This includes any conduct that endangers the life, safety, or property of the Company or another. Horseplay is prohibited.
- (viii) Failure to comply with all the Company rules, policies, and directives, including, but not limited to, those set forth in the Handbook.
- (ix) Unauthorized alteration, use, possession, or removal of any of the Company's property or material or that of a co-worker or the Company's customer.
- (x) Boisterous or disruptive activity in the workplace.
- (xi) Breach of trust or dishonesty.
- (xii) Possession of dangerous materials, such as explosives or weapons, on the premises of Company or Company's customers. However, weapons used for hunting and registered handguns are permitted on the Company's premises as allowed by law provided such weapons are kept secured in locked vehicles. To the extent not prohibited by applicable law, weapons may be brought into the workplace only in compliance with and subject to the authorization of Company's Chief Financial Officer.
- (xiii) Unauthorized possession, use, or copying of any records that are the property of the Company or its customers.
- (xiv) Falsification of the Company's documents, time cards, reports or records.
- (xv) Intimidation or coercion of another employee or of a customer of the Company for any reason.
- (xvi) Violations of any federal, state, municipal, or other laws or regulations, including, but not limited to, sexual or other unlawful harassment.
- (xvii) Intentional or negligent damage to property belonging to the Company, another, or the Company's customers. This includes destruction or defacing of such property.
- (xviii) Possession (other than as may be contained within mobile electronic devices (*see* 4.7)) or use of recording devices on the Company's property without the consent of management.
- (xix) Indecent conduct, including, but not limited to, vulgarity, excessive use of profane language, and indecent exposure.
- (xx) Excessive personal phone calls or internet usage.
- (xxi) Having unauthorized personal visitors on the job site.

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- (xxii) Poor productivity or workmanship.
- (xxiii) Performing unauthorized work, including working unauthorized overtime and working off the clock or asking an employee to work off the clock.
- (xxiv) Concealment of errors, mistakes, or hazards.
- (xxv) Gambling on the Company's premises or with Company property.
- (xxvi) Any activity that adversely affects the Company's or its customer's interests.

The above list is not all-inclusive. The list provides only a partial explanation of some of the reasons that disciplinary action may be taken and does not change an employee's at-will status or in any way restrict the Company's right to terminate employment or change the terms or conditions of employment.

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4.3 VIOLENCE IN THE WORKPLACE.

The Company believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be immediately reported to the employee's supervisor and/or the Human Resources Department. All complaints will be fully investigated. The Company will promptly respond to any incident or suggestion of violence.

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4.4 HARASSMENT POLICY AND PRODUCTIVE WORK ENVIRONMENT.

(a) General Policy. It is the policy of the Company to promote a productive work environment and to treat similarly-situated employees equally in the terms and conditions of employment. The Company does not tolerate harassment of any employee by any supervisor, co-worker, visitor, or other third party. Harassment is contrary to Company policy and will be considered justification for disciplinary or other appropriate action.

Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. The Company prohibits conduct by any employee that (i) improperly or illegally harasses, disrupts, or interferes with work performance or operations, (ii) creates or contributes to an intimidating, offensive, unlawful, or hostile environment, (iii) is offensive to customers or co-workers, or (iv) otherwise adversely affects the Company's interests.

(b) Definition of Harassment. Harassment is any annoying, persistent act or actions that singles out an employee to that employee's objection or detriment, especially if the offensive behavior is because of, but not limited to, the employee's race, color, religion, sex, age, national origin or ancestry, disability, veteran status, or other protected class status. Examples of harassment include, but are not limited to, any of the following:

- (i) Any verbal abuse or ridicule.
- (ii) Use of epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
- (iii) Interference with an employee's work. This includes physical contact such as assault, blocking normal movement, or other interference directed at an individual because of his or her protected status.
- (iv) Displaying or distributing sexually offensive or racist materials. This includes derogatory posters, cartoons, drawings, or gestures.
- (v) Unwelcome physical contact.
- (vi) Making sexual, racial, ethnic, or other innuendos or insinuation.
- (vii) Demanding favors (sexual or otherwise), explicitly or implicitly, as a condition of employment, promotion, transfer, or any other term or condition of employment.
- (viii) Retaliation for having reported harassment.
- (ix) Creation or participation in a hostile work environment or an unproductive work environment.

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- (x) Threat of harm to an employee, his or her family or his or her personal property, whether the threats are direct or implied.
- (xi) Failure to alter any conduct that may be considered harassment or threatening to another employee as instructed by a supervisor.
- (xii) Discriminating against any employee in work assignments or job-related training due to his or her protected status.

(c) Expectations and Process. It is every employee's responsibility to ensure that his or her conduct does not include or imply harassment in any form. If harassment or suspected harassment has taken or is taking place, the following will apply:

- (i) Any harassment or suspected harassment must be immediately reported to the Human Resource Manager. If the harassment involves the Human Resource Manager, then the harassment should be reported to an officer of the Company. A written statement of the complainant setting forth all pertinent facts may be requested.
- (ii) Anyone who receives a report of or has knowledge of harassment of others shall promptly inform the Human Resource Manager in writing.
- (iii) Each complaint shall be promptly and thoroughly investigated by the Human Resource Manager on a case-by-case basis. All actions uncovered in this investigation will be reviewed and appropriate responses will be made to all parties involved.
- (iv) The Company endeavors to hold the information disclosed during an investigation and determination procedure in confidence. Such information may be disclosed on a "need to know" basis in order to investigate and resolve or remedy the matter. The cooperation of all employees is expected and required.
- (v) The Company will not tolerate harassment or any form of retaliation against an employee on account of that employee having either instigated or cooperated in an investigation of alleged harassment. Violation of this provision may result in termination of employment by discharge.
- (vi) Knowingly providing false information during an investigation or complaint procedure is considered serious and will result in disciplinary action.
- (vii) If, after investigation, the Company finds a violation of this policy, it will take appropriate corrective and remedial action.

Given the nature of this type of discrimination, the Company recognizes that false accusations of harassment can have serious effects on innocent women and men. The Company

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trusts that all employees of the Company will continue to act responsibly to establish a pleasant working environment free of discrimination or harassment. The Company encourages any employee to contact the Human Resource Manager about any questions he or she may have regarding discrimination or harassment.

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4.5 ATTENDANCE POLICY.

(a) Regular and On-Time Attendance. Regular and on-time attendance is an essential function of every position with the Company. Excessive absenteeism and tardiness are not only inconvenient but also cause costly problems. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment.

(b) Notification. Employees must notify the Company of any absence or tardiness. Employees must notify their immediate supervisor as far in advance as possible, but no later than 15 minutes before his or her regular starting time if the employee expects to be absent or late. If the employee fails to provide such notification, the employee will be reported as tardy and applicable disciplinary action may be administered. This notification is required to provide the supervisor time so that arrangements may be made to alter the distribution of work, if necessary. If an employee does not call in to report an absence for one day, barring unusual or exigent circumstances, the supervisor will consider the job abandoned and the Company will record the resignation of the employee on the separation notice.

(c) Disciplinary Action. Any employee who fails to maintain an acceptable attendance record will be subject to disciplinary action. Unexcused absence or tardiness will affect future promotions, pay increases, and safety/annual bonuses.

(d) Schedule. All employees are required to work the scheduled days and hours per week necessary in order to accomplish the Company's needs. The schedule will be set each week and may be changed according to the particular job, department, shift, and/or working conditions. If an employee walks off or leaves without authorization prior to the end of the employee's shift, barring unusual or exigent circumstances, the supervisor will consider the job abandoned and the Company will record the resignation of the employee on the separation notice.

(e) Doctor's Certificate. Except in cases in which leave is pursuant to the Family and Medical Leave Act (see 5.3), an employee may be required to provide his or her supervisor with a doctor's certificate whenever he or she is absent for more than one day due to illness or injury. The doctor's certificate must state that the employee is receiving medical care and should indicate the approximate date the employee will return to work.

(f) Excused Absence. An excused absence is defined as sickness (self and family), doctor's appointment, acts of God (including flooding, earthquakes, snow, and ice), and other absences with prior approval from the employee's supervisor, including, but not limited to, personal business or the funeral or death of a member of the employee's immediate family.

(i) To the extent permissible under applicable law, an excused absence may be required to be made up on the next available day off to assist in keeping all work schedules.

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(ii) Absences will be considered excessive if there are six (6) excused absences in a calendar year. Excessive absenteeism does not apply to any leave protected by the Family and Medical Leave Act or other law.

(g) Unexcused Absence. An unexcused absence is any absence that is not an excused absence. Disciplinary actions for unexcused absences can include, but not be limited to, verbal reprimand, written warning, suspension, and termination of employment by discharge.

(h) Tardiness. Tardiness is clocking or signing in any time after the start of a shift or break. Anyone who clocks or signs in after the start of a shift will not be paid for the tardiness. Disciplinary actions for tardiness can include, but not be limited to, verbal warnings, written warnings, suspension, and termination of employment by discharge.

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4.6 USE OF COMMUNICATION SYSTEMS.

The Company maintains communication services and equipment to assist in the conduct of its business. It provides the following guidelines for the authorized use of these communication systems:

(a) Supervisors are responsible for instructing employees on the proper use of email and the on-line services used by the Company for both internal and external business communications.

(b) All Company communication services and equipment, including the messages transmitted or stored by them, are the sole property of the Company. The Company may access and monitor employee communications and files as it considers appropriate. Employees have no reasonable expectation of privacy in communications or files sent on or using Company equipment or a Company-issued account.

(c) Employees are prohibited from adding or removing software from any Company computer without authorization from the Information Technology (“IT”) Director. Only authorized Company employees are permitted to alter the content of any Company computer.

(d) Employees should use the Company’s electronic mail, telephone systems and on-line services primarily for business purposes but limited personal use is allowed provided such usage:

- (i) Is not excessive and does not interfere with either the Company’s operations or the employee’s responsibilities and duties.
- (ii) Is not used to misrepresent the Company, its employees, or its customers.
- (iii) Does not have the potential to cause embarrassment to the Company.
- (iv) Does not compromise the integrity of any Company network components, including hardware and software.
- (v) Does not violate federal, state, or local laws, regulations, or policies or any provision of this Handbook or other Company policies.

(e) Employees should exercise care so that no personal correspondence appears to be an official communication of the Company.

(f) Employees are prohibited from removing or tampering with another employee’s electronic mail/voice mail in an effort to obtain private and/or confidential information. The Company may access such information to the extent it deems appropriate.

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(g) Improper use of the Company's communication services and equipment will result in disciplinary action. Improper use includes any misuse as described in this policy as well as any harassing, offensive, demeaning, insulting, intimidating, or sexually suggestive written, recorded, or electronically transmitted messages.

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4.7 MOBILE ELECTRONIC DEVICE POLICY.

(a) Definition of Mobile Electronic Device. For purposes of this policy, a mobile electronic device is any hand-held or other portable electronic communication, viewing, listening, recording, gaming, computing, or global positioning device, including, but not limited to, cell or satellite phones, smart phones, pagers, personal digital assistants (PDAs), global positioning satellite units, laptop computers, iPads or tablet devices, audio listening devices, video viewing devices, portable gaming systems, and other similar devices and their accessories.

(b) Use of Mobile Electronic Devices While at Work. Limited usage of personal mobile electronic devices for personal purposes during work time or in work areas is allowed provided such usage is not excessive and does not interfere with either the Company's operations or the employee's safety, responsibilities, or duties. Employees must also comply with all rules of the Company and the Company's customers regarding the possession or use of mobile electronic devices in designated areas. The Company will have the right to obtain access to personal mobile electronic devices for business purposes. Such occasions could include an investigation of possible trade secret or other intellectual property misappropriation or other workplace investigations, or may arise with respect to the Company's duty to preserve or produce evidence relevant to litigation. An employee's entry onto or into the property of the Company or the Company's customer for purposes of conducting Company business shall constitute that employee's consent to and authorization for the Company's reviewing of the contents of the employee's personal mobile electronic devices.

(c) Use of Mobile Electronic Devices While Driving. The use of a mobile electronic device while driving may present a hazard to the driver, employees, and the general public. Business calls on a mobile electronic device can be made when using the voice-activated or other hands-free mode while driving, but such calls should be kept short and should circumstances warrant (e.g., heavy traffic, bad weather, construction zones, etc.), individuals should locate a lawfully designated area to park to continue the call. Otherwise, the use of a mobile electronic device for any purpose while driving or in traffic is prohibited, including, but not limited to, the use of a mobile electronic device to access information on the Internet or to compose, read, or send an electronic message (text messaging or emailing). Employees must adhere to all federal, state, or local rules and regulations regarding the use of mobile electronic devices while driving. For purposes of this policy, driving includes the use or operation of any equipment, machinery, or vehicle.

(d) Company-Provided Mobile Electronic Devices. Employees who are issued Company mobile electronic devices must comply with all service and use restrictions. It is the responsibility of each employee to use reasonable care in handling and protecting mobile electronic devices provided by or paid for by the Company. Company-provided mobile electronic devices may be used for limited personal use provided that such usage is not excessive and does not interfere with either the Company's operations or the employee's responsibilities and duties. The Company may require an employee to reimburse the Company for expenses arising from the employee's unauthorized or excessive personal use of a Company-provided mobile electronic

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device. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce a mobile electronic device for return or inspection.

(e) Monitoring. THE COMPANY RESERVES THE RIGHT TO REVIEW THE PHONE RECORDS, CALL LOGS, TEXT MESSAGES, EMAIL MESSAGES, VOICEMAILS, AND OTHER ELECTRONIC RECORDS ON A COMPANY-PROVIDED MOBILE ELECTRONIC DEVICE AND TO OBTAIN RELEVANT INFORMATION FROM THE TELEPHONE COMPANY OR CARRIER. EMPLOYEES SHOULD NOT CONSIDER INFORMATION ON COMPANY-PROVIDED MOBILE ELECTRONIC DEVICES PRIVATE, INCLUDING PHONE RECORDS, CALL LOGS, TEXT MESSAGES, EMAIL MESSAGES, VOICEMAILS, AND OTHER ELECTRONIC RECORDS. EMPLOYEES HAVE NO RIGHT NOR EXPECTATION OF PRIVACY WITH REGARDS TO THE USE OF COMPANY-PROVIDED MOBILE ELECTRONIC DEVICES AND, BY USE OF SUCH DEVICES, CONSENT TO ALL COMPANY-SPONSORED MONITORING.

(f) Disciplinary Action. Any employee who fails to comply with the provisions of this Mobile Electronic Device Policy may be: (i) subject to loss of associated privileges, (ii) held financially liable for any costs associated with the improper use, and (iii) subject to disciplinary action.

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4.8 COMPUTER USAGE POLICY.

(a) Purpose. To set forth policies on the acceptable usage of the Company’s desktop computers, laptop computers, handheld computers, mainframes, networks, servers, and other similar devices, including the Company’s email, intranet, and internet system, as well as all computer software (collectively and individually the “System”).

(b) Scope. This Computer Usage Policy is applicable and binding on all employees of the Company, its contractors, vendors, partners, associates, and all others accessing and/or using the System (collectively and individually “Users”).

(c) General.

- (i) The System and all data transmitted, received, or stored using the System are the exclusive property of the Company. Such data includes, but is not limited to, documents, files, passwords, and all email, intranet, and internet messages and attachments composed, sent, or received.
- (ii) The System is primarily for business use.
- (iii) Users are permitted limited personal use of the System provided such usage:
 - (1) Is not excessive and does not interfere with either the Company’s operations or the individual User’s responsibilities and duties.
 - (2) Is not used to misrepresent the Company, its employees, or its customers.
 - (3) Does not have the potential to cause embarrassment to the Company.
 - (4) Does not compromise the integrity of any Company network components, including hardware and software.
 - (5) Does not violate federal, state, or local laws, regulations, or policies or any provision of this policy or other Company policies.
- (iv) Each User’s Outlook email box shall not exceed 350 megabytes of disk space on the Lexicon network. If a User exceeds the maximum limit, a warning box will appear notifying the User to clean his or her email box. This ensures the integrity of the entire Lexicon email system, the reduction of virus infections, and the overall stability of sending and receiving business related email in a timely and accurate manner.

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(d) No Privacy Expectations.

(i) USERS SHOULD NOT CONSIDER INFORMATION ON THE SYSTEM PRIVATE, INCLUDING EMAIL MESSAGES, CONTENT, ATTACHMENTS, AND WEBSITES VISITED.

(ii) USERS HAVE NO RIGHT NOR EXPECTATION OF PRIVACY WITH REGARDS TO THE RECEIPT, TRANSMISSION, OR STORAGE OF DATA ON THE COMPANY'S SYSTEM.

(1) A User should not interpret the use of password protection as creating a right or expectation of privacy for the User.

(2) Users have no right nor expectation of privacy even during personal usage of the System that is not in violation of this policy.

(3) The mere deletion of a message or file may not eliminate it from the System.

(iii) THE COMPANY RESERVES THE RIGHT TO MONITOR, INTERCEPT, REVIEW, RECORD, AND/OR STORE ALL DATA TRANSMITTED, RECEIVED, DOWNLOADED, OR STORED USING THE SYSTEM, INCLUDING TRACKING AND MONITORING USE OF THE INTERNET AND WEBSITES VISITED.

(1) THE USER IS HEREBY GIVEN NOTICE THAT THE COMPANY MAY EXERCISE THIS RIGHT AT ANY TIME, WITHOUT PRIOR NOTICE, AND WITHOUT THE PRIOR CONSENT OF THE USER.

(2) The Company's interests in monitoring, intercepting, reviewing, recording, and storing data include, but are not limited to, protection of Company data, managing the System's use, preventing the transmission or receipt of inappropriate materials, and ensuring this policy is not violated.

(3) The Company does not have a duty to intercept offensive or disruptive messages or materials sent by Users.

(e) Other Prohibited Uses.

(i) Users are not permitted to:

(1) Use large amounts of disk space or bandwidth (i.e., the capacity of the Company's communications line) for activities unrelated to Company business. Such prohibited activities include sending chain letters, emailing or downloading large files (e.g., music, graphics,

games, videos, etc.), using continuous on-line connections for data or video streaming, interactive/on-line or network games, music, or other similar activities.

- (2) Intentionally or negligently permit the use of the System by unauthorized persons (e.g., friends, family, or others).
- (3) Override or avoid security and System integrity procedures and devices.
- (4) Use the System to create or store any offensive or disruptive messages or materials. Among those which are considered offensive are messages or materials that contain sexual implications, racial or ethnic slurs, or other comments that offensively address someone's age, sex, sexual orientation, religion, national origin, ancestry, disability, or physical attributes. In addition, the System must not be used to communicate other improper messages, such as a message or material that is defamatory, derogatory, obscene, or otherwise inappropriate. No excessively abusive, profane, or offensive language is to be transmitted through the System.
- (5) Use the System to commit or facilitate any crime, including, but not limited to, compromising the security of non-Company systems or sending obscene emails over the Internet with the intent to annoy, abuse, threaten, or harass anyone.
- (6) Intentionally use the System to access, view, disseminate, or store offensive, disparaging, or otherwise inappropriate information or graphical depictions, such as hate, sexually explicit, violent, or racist materials.
- (7) Use the System, without proper authorization to access, view, store, send, or receive copyrighted materials; trade secrets; proprietary information; Company-related material subject to the attorney-client privilege, the work product doctrine, or the confidentiality rule; or similar materials.
- (8) Use the System to reveal customer sensitive information without consent.
- (9) Use the System to solicit or approach others for personal business endeavors, religious or political causes, outside organizations, or other non-job related solicitations without permission from the Information Technology ("IT") Director.
- (10) Use the System to infringe on any copyright or license agreement.

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- (11) Use the System to store, operate, or use any media or software that is in violation of its copyright or license agreement.
 - (12) Use the System for gambling of any kind.
 - (13) Access any other User's email, files, or documents without proper authorization.
 - (14) Download and install any form of instant messaging service.
 - (15) Copy or store Company information onto virtual data storage systems, such as cloud-based repositories, without prior authorization from the IT Director.
- (ii) Due to the Company's proprietary interest in all files and documents created by Users, any such files or documents emailed or transmitted in electronic or printed format to third parties must be limited to the minimum amount of information necessary to achieve the desired result.
 - (iii) Users should limit participation in business-related listservs (i.e., an automated mailing or discussion list). Participation in personal-related listservs (e.g., breaking news updates, weather updates, etc.) is prohibited.
 - (iv) No former User may access or use the System without authorization.
- (f) Litigation.
- (i) Emails, including attached documents, are regarded as a business record and, as such, may be discoverable by outside parties in a legal proceeding against the Company or the individual.
 - (ii) User email will be treated consistently with the Company's Record Retention Policy.
- (g) Security.
- (i) To help to ensure that there is no unauthorized access to the System, passwords shall be changed periodically as determined by the IT Director.
 - (ii) User passwords, usernames, and any other authentication credentials used to gain access to the System (collectively "Authentication Credentials") are confidential. Each User is accountable for maintaining the security of his or her Authentication Credentials and for all usage under them. Users are prohibited from sharing their Authentication Credentials with anyone, including the IT department.

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- (iii) Users should log out of the System when not using their computers for extended periods of time.
 - (iv) Users should not open suspicious email or attachments that are believed to contain a virus or other destructive mechanism. Email attachments of certain types should not be opened without verification of the sender or the IT department. Such types include files with the following extensions: .exe, .com, .bat, and any others as provided by the IT department.
 - (v) Confidential or privileged information should not be sent over the System, unless with appropriate warnings, safeguards, or encryption.
 - (vi) The Company is not liable for User submission of credit card information or other sensitive data over the System.
 - (vii) Users are prohibited from using the System to download software without the authorization of the IT Director.
 - (viii) Users may not encrypt any emails without obtaining written permission from their supervisor or appropriate personnel. If approved, the encryption key(s) must be made known to the Company.
- (h) Practical Considerations.
- (i) Employees should make every effort to comply with the following guidelines for communicating over the System:
 - (1) Communications should be professional in nature.
 - (2) Communications should be complete and factual.
 - (3) Edit communications before sending.
 - (4) Do not use all capitals, which can be interpreted as shouting.
 - (5) Any communications with third parties should contain a signature file or other identification text that clearly identifies the sender, his or her title or position, and the name of the Company. If the communication is privileged or confidential, then it should contain an email confidentiality notice. Such notice will automatically be added to all emails sent outside of the Company.
 - (6) Respond promptly to email messages.
 - (7) Avoid mass emailing of information that is not Company related.
 - (8) Write well-structured emails and use short descriptive subjects.

- (9) The use of internet abbreviations and characters, such as “smileys,” is not encouraged.
 - (10) All emails must be spell checked prior to transmission. This option should be set as a default by opening the Tools menu and selecting Options. On the Spelling tab, the item “Always check spelling before sending” should be checked.
 - (11) When forwarding emails, state clearly what action, if any, the recipient is expected to take.
 - (12) Only send email which, if displayed publicly, would not embarrass or harm the Company in any way.
 - (13) Email should be flagged as high importance only when warranted.
 - (14) If an email signature is used, a standard signature block is required, which shall include only the employee’s name, job title, and office information. Other personal signature blocks that include quotes or images are prohibited.
 - (15) If a profile picture is used (for example, with email or other company related correspondence or postings), such picture should be a business-appropriate photo of only yourself, with no other subjects, where your image is clearly represented and is consistent with maintaining the Company’s reputation within the community.
- (ii) In an effort to prevent loss of data, each User must:
- (1) Save all files and information on a network server (as opposed to the hard drive in your local computer or virtual data storage systems).
 - (2) Properly shut down his or her computer at the close of business each day.
- (i) Procedures.
- (i) Investigations.

The Company is committed to the protection of each individual User’s rights with regards to equal protection and a work environment free of sexual harassment or illegal conduct. To aid in ensuring the quality of the work environment, we encourage and require our Users to report suspected violations of this policy. All reports and investigations will remain confidential to the extent practicable.

(ii) Acknowledgment/Consent.

Each User who will be accessing and/or using the System should receive a copy of this policy on or before the first day of use, upon its initial distribution, and upon any amendment to this policy. Users will be required to read the policy at that time, then sign and date a form acknowledging they have done so. The User's signature on the form titled "Computer User Agreement" indicates the User has received the policy, read and understood the policy, and is thereby voluntarily consenting to the Company monitoring, intercepting, reviewing, recording, and/or storing all electronic communications, as well as data transmitted, received, downloaded, or stored using the System.

(iii) This policy should be reviewed by each User on a semi-annual basis.

(j) VIOLATIONS.

ANY USER WHO FAILS TO COMPLY WITH THE PROVISIONS OF THIS POLICY MAY BE: (i) SUBJECT TO LOSS OF ASSOCIATED PRIVILEGES, (ii) HELD FINANCIALLY LIABLE FOR ANY COSTS ASSOCIATED WITH THE IMPROPER USE, (iii) SUBJECT TO DISCIPLINARY ACTION, IF APPLICABLE, AND (iv) SUBJECT TO CRIMINAL PENALTIES.

(k) Implementation.

(i) The Company has established the IT department which shall be supervised by the IT Director. The IT department is responsible for the following duties and functions related to this policy:

- (1) Manage the operation of the System.
- (2) Maintain a stable electronic work environment.
- (3) Protect the Company's investment in technology.
- (4) Provide training and assistance to Users on the System's proper use.
- (5) Ensure compliance with this policy and the Company's Software Copying and Usage Policy.
- (6) Retain any documentation generated in carrying out this policy in accordance with the Company's Record Retention Policy.

(ii) The IT Director is responsible for directing the administration and operation of this policy on behalf of the Company. As a part of this responsibility, the IT Director shall adopt overall procedures to implement this policy.

- (iii) The IT Director will provide the daily administrative oversight for the IT department and will be assisted by one or more IT technicians in maintaining, managing, and operating the System.
 - (iv) Access to confidential or proprietary information is prohibited to unauthorized personnel. The IT department shall ensure proper authorization prior to granting access to such information and shall promptly inform the appropriate User(s) as to any unauthorized access.
 - (v) Independent auditors shall, as the Chief Financial Officer deems necessary, review the IT department's compliance with and implementation of this policy.
- (1) Contacts.
- (i) Questions concerning this policy or the use or operation of the System should be directed to the IT Director or IT technicians.
 - (ii) Questions or reports concerning the improper use of the System should be directed to the IT Director.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.9 SOFTWARE COPYING AND USAGE POLICY.

(a) Purpose. To set forth policies for compliance with copyright laws and license agreements entered into with the owner or publisher of Computer Software.

(b) Scope. This Software Copying and Usage Policy is applicable and binding on all employees of the Company, its contractors, vendors, partners, associates, and all others accessing and/or using the Company's desktop computers, laptop computers, handheld computers, mainframes, networks, servers, and other similar devices (collectively and individually "Users").

(c) Definitions.

(i) "Computer Software" or "Software" is a written program or procedures or rules and associated documentation pertaining to the operation of a computer system. The term includes, but is not limited to, purchased or commercial Software, sound, graphics, images, or datasets; shareware; freeware; shelfware; and electronically stored documentation and the media that hold it. It also includes Software downloaded from networks (including the Internet).

(ii) "Company Software" is defined as Computer Software purchased or acquired by the Company or by a User as part of his or her role at the Company. It also includes Computer Software written by Company Users if creating such Software is a Company-related task.

(iii) "Non-Company Software" is any Software that is not Company Software.

(d) General.

(i) Any use of Company Software, including shareware, must comply with all copyright laws and with the terms of the license granted by the Software owner, including any prohibitions against simultaneous use on multiple computers.

(ii) The Company does not, and will not, condone illegal copying of Computer Software or the use of illegally copied or obtained Computer Software.

(iii) NO ILLEGALLY OBTAINED OR ILLEGALLY COPIED COMPUTER SOFTWARE IS ALLOWED ON COMPANY COMPUTERS.

(iv) Any User who causes unauthorized Computer Software to be installed or loaded in connection with his or her role at the Company or who acquires unauthorized Computer Software in connection with his or her role at the Company is in violation of this policy.

- (v) UNAUTHORIZED USE, INSTALLATION, OR COPYING OF ANY COMPANY SOFTWARE IS NOT PERMITTED.
- (vi) The installation or use of Company Software on Company computers is permitted provided that such Software has been authorized for installation by the Information Technology (“IT”) Director.
- (vii) The installation or use of Non-Company Software on Company computers is permitted provided that the use of such Software: (i) is not excessive and does not interfere with either the Company’s operations or the individual User’s responsibilities and duties; (ii) does not compromise the integrity of any Company network components, including hardware and Software; (iii) complies with the Company’s Computer Usage Policy; and (iv) has been authorized for installation by the IT Director. The Non-Company Software must be free of viruses or other destructive mechanisms. Any Non-Company Software violating this policy shall be removed from the User’s computer. Such removal shall be documented with a copy provided to the User.
- (viii) The installation or use of Company Software on a computer not owned by the Company, even if the purpose is to perform Company-related work, is prohibited unless such use is authorized in writing by the IT Director and is permitted in the Software’s license agreement. Unauthorized installation or use constitutes theft of Company property. If the Software’s license does not allow concurrent use and the Company requests a User to perform such work, the Company should purchase a separate license or copy of the Software for installation on the User’s computer. The User is responsible for removing the Software from his or her computer upon: (i) the termination of his or her relationship with the Company, or (ii) a request by the IT Director.
- (ix) WHENEVER A USER RECEIVES A COPY OF COMPUTER SOFTWARE FROM THE COMPANY, REQUESTS COMPUTER SOFTWARE TO BE LOADED OR INSTALLED ON A COMPANY COMPUTER, OR LOADS OR INSTALLS COMPUTER SOFTWARE ON A COMPANY COMPUTER, HE OR SHE IS RESPONSIBLE FOR BEING FAMILIAR WITH THE LICENSE AGREEMENTS FOR THAT SOFTWARE AND MUST ABIDE BY THE STIPULATIONS INCLUDED IN THE LICENSE AGREEMENTS ASSOCIATED WITH THAT SOFTWARE.
- (x) INDIVIDUAL USERS ARE ACCOUNTABLE FOR SOFTWARE THEY LOAD OR INSTALL ON COMPANY COMPUTERS OR WHICH THEY SUPPLY FOR LOADING OR INSTALLING ON THE COMPANY’S COMPUTERS OR NETWORKS. INDIVIDUAL USERS ARE ALSO ACCOUNTABLE FOR ANY SOFTWARE ON COMPANY COMPUTERS OVER WHICH THEY HAVE CONTROL.

- (e) Proof of Ownership of Software.
 - (i) Computer Software purchased by, and/or licensed to, the Company is a business resource and, therefore, should be safeguarded and accounted for in the same manner as other Company resources.
 - (ii) The following must be kept by the Company's IT department in a safe place and must be made available for review or inspection:
 - (1) All commercial Computer Software license agreements, records of purchase, and original and back-up disks (or other distribution media).
 - (2) All license or use agreements for shareware or freeware Software.
 - (3) All reports documenting the removal of Non-Company Software.
 - (4) Any written authorizations for the use of Company Software on a computer not owned by the Company.
 - (iii) The following are examples of documents which can be used to show ownership or the right to use Software:
 - (1) The dated purchase order, invoice, or sales receipt for purchased Software or proof of a site-license agreement covering all copies in use or accessible by Users in the Company.
 - (2) The original Software distribution media.
 - (3) The original documentation.
 - (4) For Software that is bundled with, or preloaded on, computer systems purchased by the Company, an itemized listing of the Software on the dated purchase order, invoice, or sales receipt for the computer.
 - (5) For Software downloaded from external networks or acquired from noncommercial sources, a statement indicating the nature of the Software (e.g., downloadable commercial Software, shareware, freeware, or public domain), the use and registration requirements for the Software, and proof of registration of the Software, when applicable. Acquisition of Software universally known to be available free to the general public does not have to be documented. It is recognized that the extent of documentation needed for freeware or public domain Software will not be as extensive as for other types of Software.

(iv) Proofs of purchase or ownership must cover ALL copies in use or accessible by Users in the Company.

(f) Software License Registration.

Registration with the owner(s) or publisher(s) of Computer Software purchased by, or received from, the Company for installation on a computer in connection with one's role at the Company must include the Company as the licensee.

(g) Procedures.

(i) Investigations.

The Company is committed to upholding all copyright laws in the use of the Company's computer equipment and systems. To aid in ensuring the Company's compliance with copyright laws, we encourage and require all Users to report suspected violations of this policy. All reports and investigations will remain confidential to the extent practicable.

(ii) Acknowledgment/Consent.

Each User who will be accessing and/or using the System should receive a copy of this policy on or before the first day of use, upon its initial distribution, and upon any amendment to this policy. Users will be required to read the policy at that time, then sign and date a form acknowledging they have done so. The User's signature on the form titled "Computer User Agreement" indicates the User has received the policy, read and understood the policy, and agrees to abide by the terms of the policy.

(iii) This policy should be reviewed by each User on a semi-annual basis.

(h) VIOLATIONS.

ANY USER WHO FAILS TO COMPLY WITH THE PROVISIONS OF THIS POLICY MAY BE: (i) SUBJECT TO LOSS OF ASSOCIATED PRIVILEGES, (ii) HELD FINANCIALLY LIABLE FOR ANY COSTS ASSOCIATED WITH THE IMPROPER USE, (iii) SUBJECT TO DISCIPLINARY ACTION, IF APPLICABLE, AND (iv) SUBJECT TO CRIMINAL PENALTIES.

(i) Implementation.

(i) The IT Director is responsible for adopting overall procedures to implement this policy.

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- (ii) The IT Director must have documented procedures in place for removing any Non-Company Software installed on Company computers which violates this policy.
- (iii) With a goal of ending unauthorized copying and use of Computer Software, the IT department will perform the following duties and functions:
 - (1) Purchase and distribute Software to Users.
 - (2) Maintain an inventory of all Software.
 - (3) Maintain information on the purpose and function of the Software used by all Users.
 - (4) Arrange site licensing agreements whenever possible through which a publisher would authorize the Company to make multiple copies of Computer Software for use within the Company.
 - (5) Label all Company Software to indicate what uses are permitted.
 - (6) Maintain backup copies of all Computer Software to be issued to Users if their primary copy fails.
 - (7) Provide facilities for safely storing Software when not in use.
 - (8) Maintain open communication with each department, its supervisors, and Users regarding Software use.
 - (9) Ensure that all Users accessing and/or using the System have signed a Computer User Agreement.
 - (10) Receive reports from anyone who knows or suspects that unauthorized copying is taking place.
 - (11) Initiate proceedings against any User copying Software without authorization.
 - (12) Retain any other documentation generated in carrying out this policy.
- (j) Contacts.
 - (i) Questions concerning this policy or the installation, use, or operation of Computer Software should be directed to the IT Director or the IT technicians.

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- (ii) Questions or reports concerning the improper or unauthorized use of Computer Software should be directed to the IT Director.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.10 SOCIAL MEDIA AND SOCIAL NETWORKING POLICY.

Employees may wish to publish or post information on the internet such as by contributing to or participating in blogs, message boards, profile pages, chat rooms, and social networking or content sharing sites such as Facebook, LinkedIn, MySpace, YouTube, and Twitter. The Company does not wish unnecessarily to interfere with an employee's choice to engage in such activities outside of working hours and by using non-Company owned equipment. At the same time, however, some personal conduct, even when engaged in during non-working hours and by using non-Company owned equipment, has the potential to adversely affect the Company's personnel, relationships, or standing in the community. Consequently, this policy is applicable to all employee conduct, not just that in which an employee engages during working hours or on Company-owned equipment.

- Publishing or posting non-business related content during working hours is prohibited.
- Publishing or posting non-business related content through the use of Company owned or provided equipment is prohibited.
- Publishing or posting trade secrets or other confidential or proprietary information about the Company's operations or customers is prohibited.
- Publishing or posting trademarks, copyrighted material, or other intellectual property of the Company is prohibited.
- Publishing or posting personal or confidential information about Company employees or others associated with the Company is prohibited without their permission.
- Publishing or posting content that directly identifies you or any other employee as an employee of the Company without the prior written approval of the Human Resources Department is prohibited. If you already maintain a personal blog or website that identifies you or another employee as an employee of the Company, you must immediately report this fact to the Human Resources Department.
- The Company requires that its employees conduct themselves on-line appropriately and in a manner that is consistent with maintaining the Company's reputation within the community. Publication of any non-protected material that, in the Company's sole discretion, is harmful to the Company may result in immediate termination of employment by discharge.
- The Company expects and requires that you respect the Company's reputation and the privacy of its employees at all times. The Company maintains a grievance procedure that employees are expected to use to raise complaints about a colleague or the workplace.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.11 RECORDING DEVICES IN THE WORKPLACE.

(a) Prohibited Possession or Use. The Company prohibits employees from the unauthorized possession or use in the workplace of cameras, mobile phones, tape recorders, or other recording devices (individually and collectively a “Recording Device”).

- (i) Employees are prohibited from taking pictures or video with a Recording Device in the workplace unless specific advance written authorization has been obtained from the Company’s Chief Financial Officer.
- (ii) Employees are prohibited from making an audio recording with a Recording Device in the workplace and/or of a conversation with a Company employee, vendor, customer, or other unless (i) all parties to a meeting or conversation give their prior consent to the use of a Recording Device, or (ii) specific advance written authorization has been obtained from the Company’s Chief Financial Officer.
- (iii) Employees are also prohibited from arranging for others, including non-employees, to engage in any unauthorized use of a Recording Device in the workplace.
- (iv) Employees should regard this policy as an explicit statement that the Company does not consent to the recording of any meeting or discussion without prior authorization as discussed above.
- (v) Subject to the approval of the Human Resources Department, superintendents and foremen may be authorized to use Recording Devices in the workplace provided that such use is in the course of business.

(b) Rights in a Recording. All rights in and to any recording made in the workplace or in connection with the business of the Company shall be the sole and exclusive property of the Company, free of any claims whatsoever by any employee or any person deriving rights from any employee.

(c) Violations. Any violation of this policy may subject an employee to: (i) financial liability for any costs associated with the unauthorized possession or use, (ii) disciplinary action, and (iii) criminal penalties.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.12 CONFIDENTIALITY OF PROPRIETARY INFORMATION.

Employees have a duty to protect and not disclose, use, or publish Proprietary Information (defined below) of the Company or its customers, except to the extent necessary to carry out the employees' duties and responsibilities to the Company. Upon termination of employment, no employee will retain any documents containing Proprietary Information and will deliver to the Company by the date of termination any such documents in the employee's possession or under the employee's control, and no employee will use any Proprietary Information for the employee's own purposes or for the purposes of others in any future jobs. This obligation of confidentiality is not extinguished by termination of employment.

The term "Proprietary Information" means any and all confidential and/or proprietary knowledge, data, or information owned or possessed by the Company or its employees that is not generally known to the public, especially if such knowledge, data, or information gives the Company a competitive advantage or its disclosure would harm the Company. Proprietary Information may be prepared or developed by or for the Company or may be otherwise developed or received by the Company under such circumstances that warrant classification as Proprietary Information. Proprietary Information specifically includes, but is not limited to, (i) information covered by the Arkansas Trade Secrets Act, A.C.A. § 4-75-601(4); and (ii) data, figures, sales or customer or potential customer information, lists or files, figures, estimates, personnel records, accounting procedures, compensation information, building plans, promotions, price lists, profit information, cost information, financial information, manner of operations, policies and procedures, plans, processes, projections, and any data and information providing the basis therefore, and business methods, internal memoranda, management reports compiled or maintained by the Company in any form. Specifically, customer relationships are Proprietary Information.

This obligation of confidentiality shall not preclude employees from (i) the use or disclosure of information generally known to the public; (ii) disclosure required by law or court order; (iii) the use of information generally known in the trade or industry; and (iv), the use of an employee's own skill, knowledge, know-how, and experience.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.13 OUTSIDE EMPLOYMENT.

Employees are required to obtain written approval from their supervisor before participating in outside work activities. Approval will be granted unless the activity conflicts with the Company's interest. In general, outside work activities are not allowed when they:

- routinely or frequently prevent the employee from fully performing work for which he or she is employed at the Company, including overtime assignments;
- involve organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers; or
- violate provisions of law or the Company's policies or rules.

From time to time, Company employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Company must be given priority. Employees are hired and continue in Company's employ with the understanding that Company is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of Company is prohibited.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.14 FINANCIAL INTEREST IN OTHER BUSINESS.

An employee and his or her immediate family may not own or hold any significant interest in a supplier, customer, or competitor of the Company, except where such ownership or interest consists of securities in a publicly owned company and those securities are regularly traded on the open market.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.15 NO SOLICITATION OR DISTRIBUTION.

Solicitation by an employee of another employee is prohibited while either the person doing the soliciting or the person being solicited is on working time. “Working time” is the period when an employee is required to perform his or her duties. When an employee is not working, solicitation is not so restricted. For these purposes, non-working time includes lunch, scheduled breaks, and time before and after shift.

Off-duty employees are permitted entry to parking lots, other outside non-working areas, and breakrooms while the Company’s facility is open for business.

If off-duty or on-duty access becomes disruptive or distracting to working employees, interferes with work or operations, or contributes to a safety or security problem, the employee(s) will be asked to stop.

The solicitation, distribution of literature, or trespassing by non-employees on the Company’s premises is prohibited. Distributing literature in a way that causes litter on Company premises is prohibited.

The sale of merchandise or services is prohibited on Company premises.

The Company may allow a limited number of fund drives on behalf of charitable organizations or for employee gifts.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.16 VEHICLE POLICY.

(a) Objective. This Vehicle Policy sets forth the rules for employees of the Company regarding the use of vehicles for Company business as well as Company's assignment of vehicles to employees or Company's payment of a vehicle allowance for use of an employee's personal vehicle.

(b) Use of Vehicles for Company Business.

- (i) In the process of performing the employee's job duties, an employee may be required either to drive a Company vehicle or drive a rental or personal vehicle for Company business. All employees of the Company who engage in either of these activities mentioned are required to have a valid driver's license and current adequate insurance coverage. If requested, the employee shall provide any such documentation to the Company. Any change in the employee's license and/or insurance must be immediately reported to the Company. Any employee who has an expired, suspended, or revoked license may not drive a Company vehicle or a rental or personal vehicle to do Company business. Anyone who violates this policy will be subject to disciplinary action.
- (ii) Company may, in its sole discretion and subject to its prior written approval, reimburse an employee for the use of a vehicle for Company business. If the employee is authorized to utilize the employee's personal vehicle, reimbursement in such circumstances will be based on the current year IRS mileage reimbursement rate per mile. The employee shall account for the actual total mileage driven for such travel and report the mileage eligible for reimbursement on the employee's expense report. If the employee is authorized to utilize a rental car, the employee should follow all Company directives regarding the use of the Company's corporate rental programs. Reimbursement for rental cars in such circumstances will be for the reasonable cost of a rental car of a size appropriate to the number of persons using it.
- (iii) Any employee who drives a Company vehicle on a regular basis must report any change in his or her driving record that could result in a suspended or revoked license or a change in insurability or rates for insurance coverage. If an employee is receiving a vehicle allowance for his or her personal vehicle and his or her license expires, is suspended, or is revoked for any reason, such employee's vehicle allowance will be canceled until his or her license is renewed.
- (iv) No employee is to drive a Company vehicle or a rental or personal vehicle used to do Company business in an unlawful, unsafe, or reckless manner. Citations are issued to the employee and not the Company; therefore, the

employee shall be responsible for any penalties, fines, or other encumbrances resulting from or due to any citations.

- (v) If an employee is involved in a motor vehicle accident, however small, with a Company vehicle or a rental or personal vehicle used to do Company business, the employee must promptly report the accident to his or her supervisor. If the employee requires medical attention, but the injury is not life threatening, the employee should contact the Company's corporate safety department before going to the doctor or hospital. It is the employee's responsibility to provide the Company with accurate paperwork and a detailed accident report.

(c) Assignment of a Company Vehicle to Employee.

- (i) At the sole discretion of Company, Company may provide a Company-owned or leased vehicle to a qualified employee for the employee's use in conducting Company business as well as transportation between the employee's assigned office or project location and his or her residence. Company has the sole right to determine eligibility for assignment and use of a Company vehicle. No employee is entitled to the use of a Company vehicle. Prior to the assignment of a Company-owned or leased vehicle, the employee must pass a Company required drug test and disclose and verify any vehicular accidents or any moving violations that have occurred within the last three (3) years, including, but not limited to, a conviction or pending charge of driving under the influence, driving while intoxicated, reckless driving, or leaving the scene of an accident. If requested, the employee shall authorize Company to obtain the driver records from the issuing state(s) of the employee's driver's license(s) and shall execute and deliver any releases, consents, and other documents as may be necessary to obtain such records.
- (ii) The type, style, and make of the vehicle issued to the employee are at the sole discretion of Company. The vehicle shall be properly licensed, inspected, and insured. Company has the right to search any Company vehicle at any time.
- (iii) Company retains all rights applicable to Company-owned vehicles and, at Company's sole discretion, may terminate the employee's use or assignment of the Company vehicle at any time for any reason whatsoever. Upon such termination and notification to the employee, the employee must immediately deliver the vehicle to the Company's home office or other location designated by Company with all keys, remote locking devices, and any other accessories provided by Company or included with the vehicle. The vehicle shall be inspected by Company, and, at the discretion of Company, the employee shall be responsible for any damage, repairs due to employee made modifications, or replacing any missing components or accessories.

- (iv) The following rules apply to the use of Company vehicles:
- (1) The employee must maintain the vehicle in a clean and neat appearance at all times, including responsibility for washing and cleaning the vehicle (the employee will not be reimbursed by the Company for such expenses).
 - (2) The vehicle is to be operated only by Company employees. Operation of the vehicle by anyone other than Company employees is not allowed unless approved in writing by an officer of the Company.
 - (3) The vehicle shall not be modified in any way unless approved in writing by an officer of the Company.
 - (4) The employee will schedule all maintenance, repairs, and license/inspection renewals with the Company's equipment department as necessary and in accordance with manufacturer recommendations.
 - (5) The vehicle will be used for Company business only. Company vehicles are not to be used for any other purpose or for towing trailers (except Company trailers for Company business) unless approved in writing by an officer of the Company.
 - (6) The vehicle will not be driven under the influence of drugs or alcohol.
 - (7) Possession, transportation, or consumption of alcohol or illegal drugs in the vehicle is prohibited.
 - (8) The employee must immediately report an accident or damage of any kind to the Company equipment department. Under no circumstances are any repairs to be made without the approval of the Company equipment department. A Company equipment damage report must be completed as soon as practicable and provided to the Company equipment department in the event the vehicle is damaged in any way.
 - (9) Should the vehicle be involved in an accident causing damage or bodily injury of any kind, the employee, or nearest relative in the case the employee is not able, shall report the accident with all relevant information immediately or as quickly as possible to both the Company equipment department and Company management. A

copy of any governmental reports, citations issued, and other applicable documents including information of other vehicles or persons involved shall be provided by employee to the Company as quickly as possible.

- (10) Employee shall not encumber the vehicle in any way that may cause risk or financial loss to Company.
- (11) Employee shall be responsible for any penalties, fines or other encumbrances caused by or due to employee's unsafe, illegal, or improper use of the vehicle.
- (12) Employee is responsible for loss of any personal items due to fire, theft, natural occurring events, or any other reason not under the control of Company.

(d) Company Paid Vehicle Allowance.

- (i) At the sole discretion of Company, Company will pay a weekly or monthly vehicle allowance to an employee in addition to salary as compensation for the portion employee uses their personal vehicle for Company business. In all such cases, the amount paid as a vehicle allowance includes consideration for the cost of maintenance, fuel, cleaning, registration, licensing, insurances, wear and tear, depreciation, repairs, and other ownership and operating costs. Company shall not pay or separately reimburse an employee who receives a vehicle allowance for any costs associated with the use of the employee's vehicle.
- (ii) Under this policy, the employee is to maintain the applicable vehicle in good working order and a neat and clean appearance recognizing that the vehicle is a representation of the Company to the public and Company's customers or potential customers.
- (iii) Company, in its sole discretion, shall establish the amount of the vehicle allowance to be paid to an employee based upon such employee's classification and scope of duties. The amount of the vehicle allowance shall be agreed to in writing by the employee prior to commencement of its payment.
- (iv) Employees receiving a vehicle allowance are not allowed to use Company vehicles unless approved by Company in writing prior to such use.

(e) Modification. The Company may amend or modify all or any portion of this Vehicle Policy at any time, with or without prior notice.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.17 CONSENT TO SEARCH AND INSPECTION.

The Company reserves the right at all times while employees are entering, departing, or on Company or its customers' premises to have properly authorized supervisors or search personnel (including drug detection dogs) conduct unannounced searches and inspections of, without limitation, lockers, desks, file cabinets, etc. In addition, properly authorized supervisors or search personnel (including drug detection dogs) may conduct unannounced searches and inspections of employees' personal effects, including, but not limited to, baggage, briefcases, boxes, bags, parcels, lunch boxes, food/beverage containers, clothing, and vehicles. Any search conducted will be for the purpose of determining misconduct of persons on Company or its customers' property, including, but not limited to, theft of property, drug use, etc. An employee's entry onto or into the property of the Company or the Company's customer for purposes of conducting Company business shall constitute that employee's consent to and authorization for the Company's search and inspection pursuant to this policy.

The Company will normally attempt to notify an employee before conducting a search of his or her personal effects. However, if in the exercise of its discretion the Company deems it warranted, searches may be initiated without prior notice and conducted at times and locations as deemed appropriate by the Company. AT NO TIME will the Company conduct body searches or touch employees or others incident to a search, nor will the Company request employees or others to remove any clothing except, for example, coats or other articles which will not compromise employee privacy during these searches and inspections.

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4.18 DRESS CODE.

(a) Attire. The Company offers office employees the opportunity to dress in casual business attire, but some positions and circumstances may call for more formal attire. This casual dress code is intended to allow employees to work comfortably. However, employees are responsible for ensuring that their dress projects a positive image to customers and to the public. All clothing should be in good condition and appropriate for a business atmosphere and for the work being performed. To that end, supervisors may determine and enforce guidelines for workplace-appropriate attire for their departments.

(b) Guidelines. Employees should use good judgment and follow the guidelines below in determining appropriate dress.

- (i) *Acceptable Attire*. For purposes of this policy, casual business attire means clothing that allows employees to feel comfortable at work, yet is appropriate for an office environment and for the work being performed. Casual business attire includes, but is not limited to: slacks (which includes cropped slacks and capris), khaki pants, jeans (that are neat and without tears or holes), sports shirts, skirts, dresses, and sweaters.
- (ii) *Unacceptable Attire*. Unacceptable clothing includes, but is not limited to, sweatpants, workout attire, cutoffs, halter tops, dresses or skirts that are excessively short, shorts, and plastic or rubber flip flops.

(c) Questions. If an employee has any questions regarding the dress code policy, please contact the Human Resources Department.

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4.19 MEDIA INQUIRY POLICY.

The Company desires that all information that is released to the media be true and accurate. The term “media” is defined as television, radio, or any printed or electronic publications. Media coverage includes, but is not limited to, news or press releases, press conferences, photo opportunities, filming on the Company’s premises, television/radio appearances, and television/radio/newspaper interviews.

All media inquiries, whether verbal or written and regardless of subject, should be directed to either the Company’s Chief Executive Officer or Chief Financial Officer. These individuals are responsible for evaluating the media request and either providing an answer or directing the request to the appropriate spokesperson. No one other than these individuals or their designee may represent the Company to the media.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.20 JOB SITE RELEASE POLICY.

If requested, the Company shall provide a release to a former employee to work for another contractor on a job site where the Company is performing work only if (a) 45 days have elapsed since the termination of the former employee's employment with the Company; or (b) the former employee was laid off by the Company because of a permanent reduction in work force. A former employee will not be eligible for a release if he or she was terminated due to (a) repeated safety violations or (b) a significant safety violation that was likely to cause serious injury or death, including, but not limited to, a fall protection violation, a lockout/tagout violation, a confined space violation, or unsafe equipment operation.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.21 SUMMARY DESCRIPTION OF THE SUBSTANCE ABUSE POLICY AND PROGRAM.

(a) Summary Description. This is a summary description only. A complete copy of the Substance Abuse Policy and Program is provided to all employees and is also available upon request from the Human Resources Manager. This summary description is designed to highlight the main features of the Substance Abuse Policy and Program. It is not the complete Substance Abuse Policy and Program, which should be read carefully in its entirety. In case of any conflict between the provisions of the complete Substance Abuse Policy and Program and this summary description, the provisions of the complete Substance Abuse Policy and Program will control.

(b) Purpose. The Company is committed to providing a safe work environment for its employees. Use of illegal drugs and use of alcohol and controlled substances pose an unacceptable risk to safe and efficient operations. To help ensure a drug-free workforce, the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner is prohibited. Further, the Company prohibits the use of alcohol and/or prescription drugs (whether authorized or not) that impair the employee from safely performing his or her duties or that otherwise makes the employee unfit for duty. Any employee who violates the Substance Abuse Policy and Program will be subject to disciplinary action.

(c) Testing. One of the requirements for consideration of, or continued employment with, the Company is the passing of appropriate pre-employment, random, post-accident, and “for-cause” substance abuse tests. Testing may also be required for safety-sensitive positions and/or to meet customer requirements. Employees and applicants may be asked to submit to urine, blood, saliva, breath, and/or hair testing.

(d) Positive Test Results. Refusal to submit to a substance abuse test will be considered an admission of guilt and, for purposes of the Substance Abuse Policy and Program, a positive test result. Any attempt to alter or substitute a test specimen or other attempt to influence a test result or impede the test process will also be considered a positive test result. A positive test result will result in termination of employment or voluntary withdrawal of an employment application. The Company will contest unemployment benefits for any positive test and worker’s compensation benefits for any employee with a positive post-accident drug or alcohol test. The Company may also be required by law or contract to communicate the positive test result to the Company’s customer, who may prohibit such individual from working on its current and future projects.

(e) Disputed Test Results. Employees or applicants who dispute the results of any on-site drug test may elect to have a gas chromatograph/mass spectrometry (GC/MS) confirmation test done by an approved, certified laboratory. The Company’s safety department will send the disputed specimen to the laboratory for the confirmation test and will follow “chain of custody” protocol and seal the container with the specimen in dispute and enclose the necessary paperwork for the GC/MS confirmation test.

(i) For employees, the Company will place the employee on unpaid leave until the results are received. If the test results are negative, the employee will receive

back pay for the time missed (eight (8) hours per day at the employee's regular rate). If the test results are positive, the employee will reimburse the Company for the cost of the confirmation test, and the Company will terminate the employee's employment.

- (ii) For applicants, the applicant must provide a deposit to cover the cost of the confirmation test within 24 hours of the on-site drug test. If, for any reason, the specimen cannot be shipped to an approved, certified laboratory, the applicant may go to an approved collection site within 24 hours of the on-site drug test and request a nine panel urine test and GC/MS confirmation testing with witnessed specimen collection protocol. If the test results are negative, the Company will return any deposit collected and allow the applicant to continue the application process. If the test results are positive, the Company will apply the deposit against the cost of the confirmation test and inform the applicant, who will voluntarily withdraw his or her employment application.

(f) Reinstatement and Reapplication.

- (i) Employees who are terminated because of a positive drug or alcohol test and who wish to preserve their employment benefits such as seniority, insurance eligibility, and vacation must petition for reinstatement within thirty (30) days to the Human Resources Manager. To be eligible for reinstatement, there must be a fourteen (14) day employment separation, the former employee must prove completion of, or current enrollment in, an accredited rehabilitation program acceptable to the Company, and the individual must pass a current drug test.
- (ii) Applicants who have been eliminated from consideration due to a positive drug or alcohol test and employees who are terminated because of a positive drug or alcohol test will be eligible to reapply for employment with the Company thirty (30) days after the positive test.
- (iii) The hiring or rehiring of an individual who has a positive test result shall be in the sole discretion of the Company. Employment or reinstatement opportunities may be limited by, among other things, job availability and/or customer-specific requirements.

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ARTICLE IV – EMPLOYEE RESPONSIBILITIES AND COMPANY WORK RULES

4.22 SUMMARY DESCRIPTION OF THE SAFETY, HEALTH, AND ENVIRONMENTAL PROTECTION MANUAL.

(a) Summary Description. This is a summary description only. A complete copy of the Safety, Health, and Environmental Protection Manual is provided to management and key employees as necessary. This manual and any site-specific or facility-specific manuals are available for review by all employees upon request from the senior site manager or facility manager. This summary description is designed to highlight the main features of the Safety, Health, and Environmental Protection Manual. It is not the complete Safety, Health, and Environmental Protection Manual, which should be read carefully in its entirety. In case of any conflict between the provisions of the complete Safety, Health, and Environmental Protection Manual and this summary description, the provisions of the complete Safety, Health, and Environmental Protection Manual will control.

(b) Overview. The safety, health and environmental protection program is intended to help the Company minimize, and where possible, eliminate exposures that can lead to bodily injury, property damage, and environmental incidents. It is also intended to help the Company to comply with environmental and safety regulations, including OSHA, MSHA, EPA, etc. This program is documented in the Company’s Safety, Health, and Environmental Protection Manual, which contains policies, procedures, and protocols used by the Company to help facilitate the safe performance of the work by the employees. Due to the diverse nature of services provided and work undertaken by the Company, the manual cannot cover all policies, procedures, and protocols that may be necessary to address all potential safety, health, and environmental loss exposures. In the event a situation arises which is not addressed in the manual, an appropriate management-level expert will develop specific programs, procedures, and protocols to control that loss exposure.

(c) Philosophy. The safety and health of the Company’s employees is the first consideration in the operation of our business. Safety on the job is critical. At no time will safety be sacrificed in favor of any other consideration. Our goal is zero accidents. Injuries are unacceptable. Injuries can be prevented by controlling operating exposures and following safe work practices. All employees are responsible for preventing injuries. Working safely is a condition of employment. Management expects the full support and cooperation of all employees in all aspects of safety, health, and environmental protection because preventing accidents and injuries is good business. Any employee who violates the policies, procedures, or protocols contained in the Safety, Health, and Environmental Protection Manual or any site- or facility-specific program will be subject to disciplinary action.

(d) Responsibilities and Accountability. Each employee, as a matter of law, must comply with all Occupational Safety and Health Administration (“OSHA”) standards and all rules, regulations, and orders issued to comply with OSHA, which are applicable to the actions and conduct of the employee. Thus, each employee must, among other things, (i) perform tasks in a safe and proper manner, (ii) immediately report all unsafe conditions or behaviors of others to his or her supervisor, (iii) use personal protective equipment where and as required, (iv) use only those tools and equipment for which training has been provided and only in a safe and respectful manner, (v) seek guidance when in doubt about the work, potential hazards, the use of controls, or anything

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that could lead to an accident, (vi) be fit for duty – never work when impaired by or under the influence of illegal drugs, alcohol, prescription drugs, or over-the-counter medications, (vii) immediately report to his or her supervisor all accidents that result in bodily injury, property damage, or environmental incidents, no matter how slight, as well as near-miss incidents that could have resulted in same, and (viii) participate in and cooperate with any and all accident investigations. Accountability is maintained by the principle that working safely is a condition of employment.

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4.23 ADDITIONAL DUTIES AND RESPONSIBILITIES OF EMPLOYEES WORKING WITH WORK RELEASE INMATES.

From time to time, the Company employs work release inmates (the “Inmates”) from the department of corrections, and the Company must comply with the rules and regulations established by the department of corrections. For that reason, all Company employees are responsible for complying with the following rules and must promptly report the occurrence of any violation of such rules to the Human Resources Department. Employees who violate these rules, who aid or assist anyone to violate these rules, or who fails to promptly notify the Company of a violation of these rules will be subject to disciplinary action, and subject to criminal penalties.

(a) No Access to Telephones or Internet. Inmates shall not use a telephone for any reason and may not receive telephone calls while at the Company’s facilities or on a Company job site. In short, Inmates may not, under any circumstances, make or receive personal telephone calls while away from their unit. Use of Company or job site telephones, possession of a mobile electronic device (*see* 4.7(a)), or the use of a mobile electronic device is prohibited. The use of a mobile electronic device by an inmate is typically a felony, and many states have imposed the same sentences and fines on anyone allowing the use of a mobile electronic device by an Inmate. This restriction also applies to the use of a computer that has internet access.

(b) Prohibition on Driving. Inmates are restricted from driving a vehicle of any kind other than a forklift or a piece of motorized equipment required to perform their job duties.

(c) No Visits. Inmates may not receive visits during the time they are on Company premises or at a Company job site.

(d) Work Area Assignment. All Inmates are required to remain within the immediate area of their job assignments at all times. Leaving such area is prohibited.

(e) Indebtedness. Inmates may not borrow money from the Company, its employees, or others, and Inmates shall not make any purchases on credit.

(f) Sexual Misconduct. Inmates are prohibited from developing personal or physical relationships with the employees of the Company. Any knowledge of or observance of a personal or physical relationship with an Inmate must be reported to the Human Resources Department. Employees are not to be on an Inmate’s visitation or phone list nor have contact with an Inmate during non-working hours.

(g) Inmate Property. Inmates may not store money or other personal possessions at the Company’s facilities or on a Company job site. Employees are not to accept any property or possession from an Inmate nor store or hold an Inmate’s property.

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4.24 SMOKING POLICY.

To ensure that the Company provides a comfortable and safe workplace for its employees, all of the Company's administrative offices are smoke free. As permitted by law, the Company has designated areas where employees and guests may smoke. Employees and guests may speak with Human Resources Department or the site superintendent to inquire about the location of the smoking area(s). All employees and guests are required to extinguish smoking material before entering the Company's administrative offices. Employees on customer sites are required to comply with all rules of the Company's customers with regard to smoking. In the absence of posted rules, employees are encouraged to refrain from smoking on customer premises.

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4.25 SECURITY POLICY.

The Company has a large variety of assets that are of great value and importance to our competitiveness and success. These assets include the Company's physical assets as well as its confidential and proprietary information. The protection of these assets is critical, and their misuse, theft, or loss may jeopardize the future of the Company.

(a) Securing the Workplace. Each employee is personally responsible for protecting the property and information entrusted to him or her. Information left on desks or other areas may result in providing an opportunity for others to gain access to the confidential information of the Company or its customers. Employees must secure confidential information and make sure that at the end of each day all work has been secured. When work product or documents containing confidential information are to be discarded, they must either be shredded or discarded in a locked confidential waste container (where available) in accordance with the Company's Record Retention Policy. If an employee suspects that information or assets have been stolen, misused, or lost, this suspicion should be reported immediately to the Human Resources Manager.

(b) Access Control Devices. Security access cards, fobs, and/or similar devices ("access control devices") may be issued to an employee to give access to secured entry doors for the area(s) in which the employee needs access to work. Access control devices are intended for the sole use of the employee to whom issued and should never be given to any other person including other employees. If an employee loses an access control device, the IT Department must be notified immediately. Upon request or at termination of employment, employees must return their access control devices.

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4.26 ANIMAL/PET POLICY.

In creating a healthy, safe, and respectful environment, animals and pets are prohibited on Company premises or at a Company job site with the exception of service animals for individuals with disabilities. Except to the extent otherwise provided by law, a service animal is any animal individually trained to do work or perform tasks for the benefit of an individual with a disability and does not include an animal whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits, or to promote emotional well-being.

The following requirements are applicable to a service animal and its owner: (i) a service animal must be licensed in accordance with applicable regulations and wear any required vaccination tags; (ii) a service animal must be immunized against diseases common to that type of animal; (iii) a service animal must be in good health; (iv) an owner must provide verification that the service animal meets minimum training standards from a recognized school for service animals; (v) the service animal must wear some type of easily recognized identification symbol (e.g., a harness or backpack); (vi) the owner of the service animal must be in full control of the service animal at all times; and (vii) the owner of the service animal is responsible for appropriate waste clean-up and overall cleanliness of the service animal.

The Company shall have the right to ask for the removal of a service animal if (i) the service animal is unruly or disruptive (e.g., barking, running around, or distracting others), (ii) the service animal is ill, or (iii) the service animal is unclean and/or noisome.

Service animals will not be allowed in mechanical areas or rooms (i.e., areas or rooms containing equipment, machinery, utilities, controls, or chemicals), any area or room where protective clothing is worn, or any other area or room management designates as being unsafe for a service animal.

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ARTICLE V – BENEFITS

5.1 AMERICANS WITH DISABILITIES ACT.

The Company and all affiliate companies will not exclude from job opportunities persons with disabilities unless those persons are actually unable or unqualified to do the job. Job opportunities include hiring, firing, promotions, training, and compensation. The Company will offer a “reasonable accommodation” to the known physical or mental disabilities of a qualified applicant or employee, unless this accommodation would pose an undue hardship on the Company’s operations. Employees or applicants are responsible in the first instance to request accommodation. Human Resources will engage with the employee, and others within the Company as appropriate, an interactive process to determine whether the Company can make accommodations. The Company may accept the employee’s request or offer other reasonable accommodations. The Company may call the Job Accommodation Network for suggestions of accommodations for a particular disability if necessary.

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5.2 WORKERS' COMPENSATION.

(a) Workers' compensation insurance for accidents occurring on the job is provided for all employees pursuant to state law. An employee who suffers an injury in the performance of his or her duty may receive workers' compensation benefits. The benefits provided, and eligibility therefor, are set in accordance with state law.

(b) In order for an employee to qualify for workers' compensation, the employee, unless rendered physically or mentally unable by the injury, must:

- (i) Verbally report the injury to his or her supervisor, the Company's corporate safety department, or the Human Resources Department immediately after it occurs, if possible, otherwise, no later than the end of the working day in which the injury occurred.
- (ii) Report the injury on an approved form to his or her supervisor, the Company's corporate safety department, or the Human Resources Department within 24 hours after the action or injury. In the event the employee receives emergency medical treatment outside normal business hours, the employee shall cause the report of the accident or injury to be made to his or her supervisor, the Company's corporate safety department, or the Human Resources Department on the next business day.
- (iii) Necessary medical treatment related to the reported injury will be provided upon notice of the event.

(c) The Company is not responsible for disability, medical, or other benefits prior to receipt of the employee's report of injury, unless the employee is physically or mentally unable to complete the report or unless otherwise provided by law.

(d) Failure to report known injuries may result in problems involving payment of benefits and could lead to disciplinary action. If an employee goes to the doctor without notice to and approval from the employee's supervisor, disciplinary action will result. The Company may require medical examinations for an injured employee at its own discretion and expense in accordance with state law.

(e) If an employee suffers an occupational on-the-job injury, the Company may require the employee to submit to a drug and/or alcohol test in accordance with our policy and applicable law.

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5.3 FAMILY/MEDICAL LEAVE POLICY.

(a) Eligibility. Employees who have been employed by the Company for at least 12 months (which need not be consecutive) and who have worked at least 1,250 hours during the 12-month period immediately preceding the start of Family and Medical Leave are eligible employees. The time period for calculating time taken for FMLA will be a rolling 12-month period measured backward from the date an employee uses any FMLA leave.

(b) Bases for Taking Leave. The bases for taking FMLA leave are: the birth of an employee's child, including care of the newborn child within one year of birth; placement of a child with the employee for adoption or foster care, including care of the newly placed child within one year of placement; employee's serious health condition or for the care of a qualifying family member with a serious health condition; and because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty or has been notified of an impending call to active duty status in support of a contingency operation. If both an employee and his or her spouse are employed by the Company, their combined time off may not exceed 12 work weeks during any 12-month period for birth, adoption, or foster care, or care of a parent with a serious health condition. Each employee is, however, eligible for the full 12 weeks within a 12-month period to care for a son, daughter, or spouse with a serious health condition, or the employee's own serious health condition.

(c) Military Member Family Leave. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained while in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. Employees requesting this type of FMLA leave must provide certification of the family member or next of kin's injury, recovery, or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's FMLA leave entitlement beyond 12 weeks to 26 weeks.

(d) Intermittent Leave. Leave taken for serious health conditions may be taken on an intermittent basis (not all at one time) when medically necessary. On agreement between the employee and the Company, an employee may choose to take FMLA leave on a reduced leave schedule. This may involve reducing his or her usual number of hours per work day or work week during the leave. If an employee is taking leave on an intermittent or reduced-leave basis, he or she is still entitled to the equivalent of a total of 12 weeks of leave during each calendar year.

(e) Workers' Compensation Absence. When an employee is on leave due to an on-the-job injury or illness that is a serious health condition under the FMLA, the workers' compensation absence and FMLA leave will run concurrently.

(f) Employee Notice and Scheduling Requirements. An employee requesting family leave is required to give 30 days' notice before the date leave is to begin, except for bona fide emergencies. When a family leave is related to a serious health condition, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations.

(g) Applying for a Family or Medical Leave. Employees should complete and submit a written request for a FMLA leave. This request should be sent to the Human Resources Department. A copy of the Leave of Absence Request Form can be obtained at the job site from the Office Manager or the Human Resources Department. A copy of any documentation concerning an employee's FMLA leave will be placed in the employee's medical file.

(h) Use of Paid and Unpaid Leave. As a general rule, family and medical leave is unpaid. Exceptions to this rule include:

- (i) Employees who have available unused vacation time remaining at the commencement of their FMLA leave will be required, at the commencement of FMLA leave, to use one-half of their vacation time prior to going on unpaid FMLA leave. Employees may, but are not required to, use all of their available vacation time while on FMLA leave so as to minimize the chance of a disruption in pay during FMLA leave.
- (ii) Where an employee who is taking leave as a result of his or her own serious health condition qualifies for short-term disability benefits.
- (iii) Where an employee is salaried and is on leave to attend to his or her serious health condition or the needs of his or her spouse, son, daughter, or parent who has a serious health condition. Approval of paid time off under this provision is at the discretion of the Company's Chief Financial Officer. Factors that may be taken into consideration include the employee's longevity, performance, severity of health condition, duration of leave, etc. The Company may choose to pay some, none, or all of the requested time off.

(i) Outside Employment While on Leave. While on leave of any sort, an employee may not work at another job. Obtaining or continuing other employment may result in cancellation of the employee's leave.

(j) Medical Certification and Reporting Requirements. The Company requires that a family leave related to a serious health condition be supported by a certification issued by the health care provider of the employee or employee's spouse, son, daughter, or parent, as appropriate. A copy of this certification shall be provided to the Human Resources Department in a timely manner, generally within 15 days of the notice of the need for leave. Subsequent to the initial medical certification, an employee on FMLA leave will be required to furnish recertification from a healthcare provider. At the end of FMLA leave taken for an employee's own serious health condition, the employee will be asked to present a doctor's certificate of fitness to return to work.

If the Company questions the validity of the certification provided, it may require, at the Company's expense, that the employee obtain a second opinion. If the second opinion conflicts with the original opinion, the Company may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Company and the employee. This third opinion will be considered final and binding on both parties.

(k) Maintenance of Health Benefits. The Company will continue to provide health insurance benefits while an employee is on FMLA leave in the same manner and to the same extent it would have if no leave had been taken. This means that if some of an employee's insurance premiums are paid regularly by the employee, then the employee must continue to pay those premiums while on FMLA leave. In other words, in order to continue insurance benefits while an employee is on a FMLA leave, he or she must continue to pay for all insurance premiums the employee would have paid had he or she not been on a FMLA leave. The Human Resources Department should be contacted when an employee requests a FMLA leave, and the employee will be sent a letter stating the premiums that would need to be paid during the FMLA leave. Employees are urged to discuss the payment of premiums and continuation of health insurance benefits in advance of taking FMLA leave with Human Resources. **AN EMPLOYEE'S FAILURE TO PAY ANY PREMIUMS HE OR SHE OWES COULD RESULT IN LOSS OF INSURANCE BENEFITS.**

(l) Return from FMLA Leave. When an employee returns to work following FMLA leave, he or she will be:

- (i) Restored to the position held by the employee when the leave began; or
- (ii) Restored to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Any disputes as to what constitutes "equivalent" should be reviewed with the Human Resources Department.

(m) Limitations on Reinstatement. If an employee would have been laid off or otherwise terminated had he or she not been on a FMLA leave, any right to reinstatement will be whatever it would have been had he or she not been on a leave of absence when the layoff or termination occurred.

(n) Failure to Return to Work Following FMLA Leave. If an employee fails to return to work after all job protected leave is exhausted, the Company will assume that the employee has resigned, and the employee may be liable for the contribution of insurance premiums during the leave period. If an employee requires leave beyond this 12 week entitlement as an accommodation to a disability, as defined by the ADA or other applicable state law, the employee must request additional leave. This request will be considered on a case-by-case basis.

(o) Questions. If an employee has any questions regarding any part of this policy, please contact the Human Resources Department. Additions, deletions, and revisions to this policy are the responsibility of the Human Resources Department and can be made at the discretion of the Company's Chief Financial Officer and the Human Resources Department.

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5.4 VACATION POLICY.

(a) Purpose. The Company recognizes that full-time employees need a scheduled time away from normal work duties for their personal well-being. For these purposes, a full-time employee is an employee who regularly works an average of at least 30 hours per week.

(b) Scope. This vacation policy is applicable to and binding on all employees of the Company.

(c) Vacation Time. The Company grants annual vacation leave with pay to full-time employees based on the following schedule:

<u>Length of Continuous Service</u>	<u>Total Eligible Vacation</u>
1 Year	10 Days
9 Years	15 Days
20 Years	20 Days
30 Years	25 Days

If a full-time employee regularly works less than 40 hours per week, then such employee will receive vacation benefits on a prorated basis. For example, if a full-time employee regularly works an average of 30 hours per week, the employee would be eligible for 75% (30 hours divided by 40 hours) of the applicable number of days of vacation.

(d) Eligibility Date and Calculation of Vacation Amount Awarded in Year of Eligibility.

- (i) This vacation policy is based on the calendar year.
- (ii) An employee’s date of initial eligibility to receive vacation is based on the length of continuous service from his or her date of hire.
- (iii) During the calendar year in which an employee first becomes eligible, he or she will receive a pro-rated amount of eligible vacation, as discussed and illustrated below. Beginning with the calendar year following the date an employee first becomes eligible, he or she will receive the full amount of eligible vacation. For employees who are eligible for an increase in vacation after achieving a greater length of continuous service, the employee will receive the full amount of increased vacation at the beginning of the year in which these employees are first eligible for the increased vacation.

- (iv) Pro-rated vacation amounts will be calculated as follows:
 - (1) Determine the number of full calendar months remaining in the calendar year following the month of eligibility,
 - (2) Divide the number of full calendar months remaining by 12 months,
 - (3) Multiply this percentage by the number of days of increased eligible vacation, and
 - (4) Round this product up to the next whole number.

(e) Examples. Calculations of vacation days are shown on the following examples:

- (i) Example: a full-time employee who is eligible for 10 days after one year of continuous service.

Hire Date	August 15, 2020
Eligibility Date	August 15, 2021
Full Calendar Months Remaining	4 (Sept., Oct., Nov. and Dec.)
Full Months Remaining ÷ 12 Months	33.33%
Vacation Eligibility for a Full Year	10 Days
Pro-Rated Eligible Vacation	3.33 Days
Rounded Pro-Rated Eligible Vacation	4 Days

In this example, the employee will receive 4 days of vacation in 2021. This vacation can be taken between August 15, 2021 and December 31, 2021. Beginning January 1, 2022, this employee would be eligible for 10 days of annual vacation.

- (ii) Example: a full-time employee who is eligible for an increase in vacation from 10 days to 15 days after 9 years of continuous service.

Hire Date	August 15, 2020
Eligibility Date for 10 Days	August 15, 2021
Eligibility Date for 15 Days	August 15, 2029
Increased Vacation Eligibility	5 Days

This employee would be eligible for 4 days of vacation in 2021 and 10 days of vacation in 2022, as discussed in the previous example. Beginning January 1, 2029, the employee would be eligible for 15 days of annual vacation.

(f) Vacation Pay.

- (i) Generally, an employee must work the regularly scheduled work days before and after any paid vacation period in order to be eligible to receive vacation pay. Exceptions to this rule may be made when an absence is subject to paid sick leave or FMLA leave.
- (ii) Pay for vacation time will be at the employee's regular rate of pay.
- (iii) Pay in lieu of unused vacation is not allowed except in the limited circumstances described below involving the employee's separation of employment.

(1) *Involuntary Separation of Employment.* Upon an employee's involuntary separation of employment, the Company will pay a separating employee for the full amount of the employee's accrued but unused vacation time provided that the separation is not on account of the employee's gross misconduct, gross negligence, or other willful action contrary to the Company's best interests as determined by the Company in the exercise of its sole discretion.

(2) *Voluntary Separation of Employment.* Upon an employee's voluntary separation of employment, the Company will pay a separating employee for the full amount of the employee's accrued but unused vacation time provided that the employee has returned in satisfactory condition all Company property issued to the employee and has provided the Company with two weeks' notice of resignation. The Company may, in its sole discretion, waive the two weeks' notice requirement.

- (iv) Vacation pay, whether taken as time off or pay in lieu of vacation upon separation, will not be considered as time worked for the purpose of computing overtime during the week in which any vacation pay is received.

(g) Carry Over of Vacation Time.

- (i) The Company encourages employees to use vacation time in the year in which it is accrued. When that is not practicable, employees may carry over a maximum of 5 days of vacation time accrued in the current calendar year to be used no later than March 31 of the following calendar year. Vacation time that is carried over to the following calendar year but not used by March 31st of that year will be forfeited.
- (ii) In order to carry over accrued but unused vacation time from the current calendar year to the following calendar year, an employee must make written request to the Human Resources Manager no later than December 15 of the current calendar year. The Company's approval or denial of such

requests shall be based on the Company's operational needs. In the event an employee's request to carry over vacation time is denied, the employee may, subject to the operational needs of the Company, use that vacation time between the date of the denial and December 31 of the current calendar year. In the event of denial, vacation time not used on or before December 31 of the current calendar year shall be forfeited. Anticipated loss under this provision shall not entitle an employee to special consideration in the scheduling of vacation time.

(h) General Policy Provisions.

- (i) The Company reserves the right to determine when the employee actually takes vacation.
- (ii) Job requirements will always have precedence over vacation schedules.
- (iii) Vacation requests are required to be made by all employees (salaried and hourly) at least three (3) weeks prior to the desired vacation time or as the employee's supervisor directs.
- (iv) Vacation must be approved by the employee's supervisor and senior management.
- (v) When possible, employees are strongly encouraged to use vacation between Christmas and the New Year's holiday.
- (vi) Length of service may be considered in the event of a conflict of vacation schedules.
- (vii) Vacations should ordinarily be taken in increments of one (1) full workday. However, the employee's supervisor has the authority to approve vacation in increments of one-half ($\frac{1}{2}$) workday in limited situations.
- (viii) A holiday observed by the Company that falls during the vacation period will be considered as a paid holiday and not vacation time.
- (ix) If there is a break in service of 30 days or less, the employee's date of service does not start over. If such employee is gone 31 days or longer, his or her date of service will be his or her rehire date.

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ARTICLE V – BENEFITS

5.5 HOLIDAY POLICY.

(a) Field Offices Only. The Company normally recognizes the holidays listed below for field office personnel; however, the Company may decide to work on a holiday depending upon job requirements. Field office personnel who qualify for the holiday benefit are the superintendent, office manager, safety personnel, document control personnel, purchasing personnel, and quality control personnel. This policy applies to all field maintenance and new construction locations. All field office personnel included in this policy must have worked for ninety (90) continuous days to be eligible for the holiday pay. Generally, an employee must work the full day before and after a holiday to be eligible for holiday pay. Part-time employees are eligible for up to four (4) hours of holiday pay as long as they are scheduled to work on the actual holiday.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. The following is a list of paid holidays for field office personnel:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- ½ day Christmas Eve
- Christmas Day

(b) Corporate Office. The Company's corporate office will observe the holidays listed below. The timing and length of the Christmas holiday may change for the corporate office employees depending upon the day of the week upon which Christmas falls. Employees will be notified annually. Corporate employees must have been employed for ninety (90) continuous days to be eligible for holiday pay. Part-time employees will be paid the number of hours they are scheduled to work on the actual holiday. If they are not scheduled to work on the day of the holiday, part-time employees will not receive any holiday pay. An employee must work the day before and after a holiday to be eligible.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. The following is a list of paid holidays for corporate office personnel:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day after Thanksgiving
- ½ day Christmas Eve
- Christmas Day

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The Friday following Thanksgiving is not an official holiday. However, the Company will allow this day off, unless the requirements of the Company necessitate the employee's presence.

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ARTICLE V – BENEFITS

5.6 PERSONAL LEAVE POLICY.

Employees eligible under this Personal Leave Policy are corporate office employees and certain field office personnel (superintendents, office managers, safety personnel, document control personnel, purchasing personnel, and quality control personnel) who have worked a minimum of ninety (90) continuous days. Eligible employees are entitled to three (3) paid excused absences (as defined in Section 4.5(f) above) per calendar year. An eligible employee may use personal leave at his or her convenience provided that it is requested in writing at least twenty-four (24) hours in advance of the leave requested, except in cases of emergency, and is subject to approval by his or her supervisor. Personal leave may only be taken in increments of one-half (½) workday, and it does not accumulate from year to year. Under no circumstances will payment in lieu of time off be given, and personal leave not taken when an eligible employee terminates will be forfeited.

Eligible employees are also entitled to one (1) to three (3) paid days off, depending on the circumstances (for example, travel necessity, etc.), after the death of an immediate family member. For these purposes, an immediate family member is defined as an employee's spouse, child, stepchild, grandchild, step-grandchild, parent, stepparent, grandparent, step-grandparent, sibling, step-sibling, father/mother-in-law, brother/sister-in-law, son/daughter-in-law, and any other member of the employee's household. If the deceased is not an immediate family member, an eligible employee may be given one (1) to three (3) paid days off, depending on the circumstances (for example, travel necessity, etc.). A request for bereavement leave will be made through the employee's supervisor. The Company reserves the right to request documentation substantiating such death and/or confirming the employee's attendance at the funeral.

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ARTICLE V – BENEFITS

5.7 JURY DUTY.

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. During this leave, employees will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary (regular salary being their hourly rate based on an eight hour day). An employee on jury duty is expected to report to work any day he or she is excused from jury duty. This includes an employee calling his or her supervisor when excused from service before the employee's regular work day ends.

Upon receipt of the notice to serve on jury duty, the employee should immediately notify his or her supervisor as well as the Human Resources Department. Additionally, a copy of the notice to serve on jury duty should be attached to the employee's attendance record for attendance purposes.

Upon the employee's return, the employee must notify the Human Resources Department and must submit a signed Certificate of Jury Service indicating the number of days served.

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ARTICLE V – BENEFITS

5.8 MILITARY LEAVE POLICY.

This policy is intended to comply with the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and analogous law. All employees are entitled to leave without pay for qualifying service in the Armed Forces, Reserves, National Guard, or other “uniformed services.” Upon request, an employee may use during such period of service in the uniformed services any vacation, annual, or similar leave with pay accrued by the employee before the commencement of such service.

If a full-time employee with six (6) month’s service is a member of a military reserve unit that requires up to two-weeks of annual training, the Company will allow this leave without loss of benefits. Employees called to active duty will be paid the difference between the employee’s normal pay from the Company and the amount received in military pay for the period of leave up to one year. The employee must provide proof of military pay for the Company to compute the difference. This benefit does not apply if the employee volunteers for the assignment.

These paid benefits will be evaluated annually, but the Company will give employee’s 30-day advance notice before stopping these benefits.

While an employee is out of work for active duty, the Company may set up a support group for the employee’s family. If one is established, a group of volunteers may call the employee’s family on a regular basis to see if they need any assistance (*e.g.*, taking care of the employee’s children, mowing the grass, taking the employee’s spouse to get groceries, etc.). If an employee prefers not to have such a support group, please inform the Human Resources Department.

Employees who are eligible are entitled to reinstatement or re-employment rights without loss of seniority. Eligibility for reinstatement will be determined in accordance with applicable state and federal laws. As of the date of this policy, any person whose absence from a position of employment is necessitated by reason of service in the uniformed services must seek re-employment within a specified period of time depending on the length of the period of service in the uniformed services. For example, persons whose period of service in the uniformed services was less than thirty one (31) days must generally report to work the next regular work day following completion of the period of service. Persons who serve more than thirty (30) days but less than one hundred eighty-one (181) days must seek re-employment within fourteen (14) days after completion of the period of service, and persons who serve more than one hundred eighty (180) days must reapply not later than ninety (90) days after completion of the period of service.

Employees must notify the Company of the need for military leave as far in advance of the leave as practicable so that the Company may plan for the absence. When an employee is called to active military service, personnel records should contain a copy of the orders reflecting the beginning date and expected return date and whether the employee has elected to use accrued paid leave.

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ARTICLE V – BENEFITS

5.9 BREAK TIME FOR NURSING MOTHERS.

The Company is pleased to provide employees with reasonable, periodic breaks and, where practicable, a private, secure, and sanitary room or other location in close proximity to the employees' work areas (which, in some cases, may be the employee's normal work space if such is appropriate), in order that employees may express breast milk. To the extent practicable, such breaks will run concurrently with paid or unpaid break time already provided to the employee. If the break time is unpaid, the employee shall, during the break, be completely relieved from duty.

In implementing this policy, it is the Company's intention to help to ease an employee's return to work after maternity leave, to minimize illnesses, to provide a workplace that is supportive of employees' family responsibilities, and to comply with all applicable laws, including, but not limited to, the federal Patient Protection and Affordable Care Act, Arkansas Code Annotated Section 11-5-116, and corresponding laws in states other than Arkansas. To the extent any provision of this policy is contradicted by an applicable state or federal law, the applicable law shall control.

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ARTICLE V – BENEFITS

5.10 BENEFITS DISCLAIMER (MEDICAL, DENTAL, LIFE INSURANCE, 401K, PRESCRIPTION DRUG).

The Company has established a variety of employee benefit programs designed to assist employees and employee eligible dependents in meeting the financial burdens that can result from illness and to help employees plan for retirement. Depending upon an employee's status (*e.g.*, full-time regular, part-time, temporary, etc.) and length of service with the Company, and subject to the requirements of the individual plans, Company employees may be eligible to participate in the following benefit plans, all of which are subject to change without notice:

- Medical Insurance
- Dental Insurance
- Life Insurance/Accidental Death
- 401(k) Retirement Plan
- Prescription Drug Program

Employees' rights can be determined only by referring to the full text of the official plan documents, which are available for employees' examination from the Human Resources Department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its employees, retirees, or their dependents for benefits or for any other purpose. All employees shall remain subject to disciplinary action to the same extent as if these plans had not been put into effect.

The Company reserves the right, in its sole and absolute discretion, to amend, modify, or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the Company reserves the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of the Company's benefit programs, please refer to the official plan documents and the summary plan descriptions, or contact the Human Resources Department. If an employee loses or misplaces the summary plan descriptions, please contact the Human Resources Department for another copy.

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ACKNOWLEDGEMENT

In consideration of my employment or continued employment with the Company, I agree to conform to the rules and policies of the Company, including those set forth in this Handbook. I hereby acknowledge that I have been given the opportunity to review the contents of this Handbook and that I understand same. I further acknowledge that I have been given the opportunity to ask questions concerning the contents of this Handbook and have sought and received additional information concerning any issues about which I needed clarification or further explanation. I will be cooperative in complying with the policies set forth therein. I understand that revisions may be made to the Handbook at any time, without notice.

Further, I agree that the Handbook is not a contract of any kind, implied or expressed, including one for employment, but is for my information only. The Company reserves the right to vary from the policies stated in this Handbook, in specific instances or in general application, in its discretion. I acknowledge that my employment is at-will and that, as such, I can be terminated with or without cause, and with or without notice, at any time, at the option of either the Company or myself.

Employee Signature

Date

Employee Code

Supervisor Signature

Date

APPENDIX A

SPANISH TRANSLATION OF SECTION 5.3 FAMILY/MEDICAL LEAVE POLICY

5.3 FAMILIA/ POLITICA DE LICENCIA MEDICA.

(a) Elegibilidad. Los empleados que hayan sido contratados por la compañía por al menos 12 meses (los cuales no tienen que ser consecutivos) y que hayan trabajado al menos 1,250 horas durante el período de 12 meses, inmediato anterior al inicio de Licencia Médica y Familiar, son los empleados elegibles. El período de tiempo para calcular el lapso que tendrá la FMLA, será un período de 12 meses consecutivos que se calcula hacia atrás desde la fecha en que un empleado uso cualquier licencia FMLA.

(b) Bases para tomar licencia. Las bases para tomar la licencia FMLA son: el nacimiento de un hijo del empleado, incluyendo cuidados del recién nacido dentro del primer año de nacimiento; entrega de un niño con el empleado para la adopción o acogimiento, incluyendo el cuidado del niño recién llegado dentro del primer año de la entrega; enfermedad grave del empleado o por el cuidado de un familiar de clasificación con una condición de salud grave; y por cualquier exigencia calificada que surja del hecho de que el cónyuge, hijo, hija, padre o madre del empleado se encuentre en servicio activo o haya sido notificado de una llamada urgente de servicio activo en apoyo a una operación de contingencia. Si tanto un empleado y su cónyuge son empleados de la Compañía, su tiempo fuera combinado no puede superar las 12 semanas de trabajo durante cualquier período de 12 meses para el nacimiento, adopción o acogimiento, o el cuidado de un padre con una condición de salud grave. Cada empleado puede, sin embargo, optar a las 12 semanas dentro de un período de 12 meses para cuidar de un hijo, hija o cónyuge con una condición de salud grave o enfermedad grave del empleado.

(c) Salida de un familiar miembro del Ejército. Un empleado elegible que sea el cónyuge, hijo, hija, padre, o los familiares de un miembro de servicio militar que se está recuperando de una enfermedad o lesión graves sufridas mientras se encontraba en el cumplimiento de su deber en servicio activo, tiene derecho a un máximo de 26 semanas de licencia en un solo período de 12 meses, para cuidar al miembro del servicio. Los empleados que solicitan este tipo de licencia FMLA deben proporcionar la certificación del familiar o prueba de la lesión, la recuperación de los familiares, o la necesidad de atención. Esta certificación no está ligada a una condición de salud grave como con otros tipos de licencia FMLA. Este es el único tipo de licencia FMLA que puede extender una licencia de empleado FMLA, el derecho de ausentarse de 12 semanas a 26 semanas.

(d) Salida intermitente. Un licencia tomada para condiciones graves de salud pueden tomarse en forma intermitente (no todos a la vez) cuando sea médicamente necesario. Por acuerdo entre el trabajador y la empresa, y los empleados pueden optar por tomar licencia FMLA en un horario de ausencia reducido. Esto puede implicar la reducción de su número habitual de horas por día de trabajo o de la semana de trabajo durante la licencia. Si un empleado toma una licencia o se ausenta de forma intermitente o reducida, él o ella sigue teniendo derecho al equivalente del total de 12 semanas de licencia durante cada año natural.

(e) Compensación por Ausencia de Trabajadores. Cuando un empleado está de baja debido a una lesión en el trabajo o una enfermedad que es una condición de salud grave bajo la FMLA, la compensación por ausencia de los trabajadores y la licencia FMLA se ejecutan simultáneamente.

(f) Aviso para empleados y requisitos de programación. Un empleado que requiera de una licencia familiar deberá dar aviso de 30 días antes de la fecha ñeque inicie la ausencia, excepto por emergencias de buena fe. Cuando una licencia por razones familiares está relacionada con una enfermedad grave, el empleado debe hacer un esfuerzo razonable para programar el tratamiento a fin de no interrumpir indebidamente las operaciones de la Compañía.

(g) Cómo solicitar una licencia médica o familiar. Los empleados deben completar y presentar una solicitud por escrito para tener una licencia FMLA. Esta solicitud debe ser enviada al Departamento de Recursos Humanos. Una copia del Formulario de Permiso de Ausencia deberá ser requerida en el sitio de trabajo en la Oficina del Administrador o en el Departamento de Recursos Humanos. Una copia de la documentación relativa a la licencia FMLA de un empleado se colocará en su expediente médico.

(h) Uso de ausencias pagadas y sin pagar. Como regla general, las licencias familiares y médicas no son pagadas. Las excepciones a esta regla son las siguientes:

- (i) Se requiere que los empleados que tienen disponible tiempo de vacaciones no utilizado al comienzo de su licencia FMLA será requerido, al comienzo de la licencia FMLA, utilizar la mitad de su tiempo de vacaciones para ir sin pagar licencia FMLA. Los empleados pueden, pero no están obligados a, utilizar la totalidad de su tiempo de vacaciones disponibles, mientras que con la licencia FMLA deben minimizar la posibilidad de una interrupción en el pago durante la licencia FMLA.
- (ii) Cuando un empleado que está tomando la licencia como resultado de su propia condición seria de salud, califica para tener una incapacidad de corto plazo.
- (iii) Dónde un empleado es asalariado y está de licencia para atender su condición de salud grave o las necesidades de su esposo o esposa, hijo, hija, padre o madre que tengan una condición de salud grave. La aprobación del tiempo libre pagado bajo esta disposición, se dará a consideración del Director de Finanzas de la Compañía. Los factores que pueden ser tomados en consideración incluyen la longevidad del empleado, el rendimiento, la gravedad del estado de salud, la duración de la licencia, etc. La empresa puede optar por pagar algunos, ninguno, o todo el tiempo libre solicitado.

(i) Empleo externo durante la licencia. Durante la licencia de cualquier tipo, un empleado no puede trabajar en otro empleo. La obtención o continuar en otro empleo puede resultar en la cancelación de la licencia del empleado.

(j) Certificación Médica y de Información Requisitos. La Compañía requiere que un permiso familiar relacionado con una condición seria de salud sea comprobado mediante una certificación expedida por el proveedor de cuidados de la salud del empleado o el cónyuge del empleado, hijo, hija, padre o madre, según el caso. Una copia de dicho certificado deberá ser proporcionada al Departamento de Recursos Humanos de una manera oportuna, por lo general dentro de los 15 días siguientes a la notificación de la necesidad de la licencia. Posterior a la certificación médica inicial, se requerirá al empleado que proporcione la re-certificación de un profesional de la salud. Al final de la licencia FMLA disfrutadas por enfermedad grave de un empleado, se le pedirá que presente un certificado médico de aptitud para volver al trabajo.

Si la empresa pone en duda la validez de la certificación prevista, podrá exigir, con cargo a la empresa, que el empleado obtenga una segunda opinión. Si el segundo opinión entra en conflicto con la opinión original, la Compañía podrá requerir, bajo su propio costo, que el empleado obtenga la opinión de un tercer médico designado o aprobado conjuntamente por la empresa y el empleado. Esta tercera opinión se considerará definitiva y vinculante para ambas partes.

(k) Mantenimiento de beneficios para la salud. La Compañía continuará proporcionando beneficios de seguro de salud, mientras que el empleado está de licencia FMLA de la misma manera y en la misma medida que si no la hubiera tomado. Esto significa que si algunas de las primas del seguro de los empleados son pagadas con regularidad por el empleado, este debe seguir pagando las primas, mientras tenga la licencia FMLA. En otras palabras, con el fin de continuar con los beneficios de seguros, mientras que un empleado tiene un FMLA, él o ella debe seguir pagando por todas las primas de seguro que el empleado habría abonado si él o ella no ha tenido una licencia FMLA. El Departamento de Recursos Humanos debe ser contactado cuando un empleado solicita una licencia FMLA, y el empleado se le enviará una carta indicando las primas que debería pagar durante la licencia FMLA. Se insta a los empleados a discutir el pago de las primas y la continuación de los beneficios de seguro de salud antes de tomar la licencia FMLA con Recursos Humanos. SI EL EMPLEADO FALLA EN PAGAR CUALQUIER PRIMA, PODRIA RESULTAR EN QUE ÉL O ELLA PIERDAN LOS BENEFICIOS DEL SEGURO.

(l) Regreso de la licencia FMLA. Cuando un empleado regresa al trabajo después de la licencia FMLA, él o ella será:

- (i) Restaurado a la posición mantenida por el empleado cuando comenzó la licencia; o
- (ii) Restaurado a un puesto equivalente con beneficios equivalentes, pago y otros términos y condiciones de empleo. Cualquier disputa sobre lo que constituye "equivalente" deben ser revisados con el Departamento de Recursos Humanos.

(m) Limitaciones a la reincorporación. Si un empleado ha sido despedido o se da por terminados, aunque él o ella no hayan estado en una licencia FMLA, cualquier derecho a la reincorporación se determinara si él o ella no han estado en un permiso de ausencia mientras se produjo el despido o terminación.

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(n) Faltas por regresar al trabajo después de una licencia FMLA. Si un empleado no regresa al trabajo después de que se agote toda la cobertura de la licencia, la Compañía asumirá que el empleado ha renunciado, y el empleado puede ser responsable por la contribución de las primas de seguros durante el período de licencia. Si un empleado necesita salir más allá del derecho a 12 semanas como una adaptación a una discapacidad, como definición la ADA u otra ley estatal aplicable, el empleado debe solicitar una licencia adicional. Esta solicitud será considerada caso por caso.

(o) Preguntas. Si un empleado tiene alguna pregunta con respecto a cualquier parte de esta política, por favor póngase en contacto con el Departamento de Recursos Humanos. Las adiciones, supresiones y modificaciones a esta política son la responsabilidad del Departamento de Recursos Humanos y se pueden hacer a discreción del Director de Finanzas de la Compañía y el Departamento de Recursos Humanos.

[RESTO DE LA PÁGINA EN BLANCO]