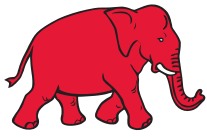


The
Red Elephant
Pizza and Grill®

Employee Handbook

Florida, Georgia and Alabama
December, 2009



WELCOME TO RED ELEPHANT

We are pleased that you are joining us and we know that your contributions will assist us in becoming a leader in this community and in our industry.

As an employee of The Red Elephant Pizza and Grill, you will want to know what you can expect from us and what we expect from you. This Handbook will give you that information by outlining our Company's current benefits, practices and policies.

You should keep this Handbook handy as a guide and ready reference throughout your employment here. If you have questions as you read through this Handbook, please do not hesitate to discuss them with your management team. Your management team is a very important source of information and will be more than glad to assist you.

Purpose Of The Handbook

This Handbook has been prepared to acquaint you with our Company and to give you a ready reference to answer most of your questions regarding your employment with us. We intend for this handbook to offer two-way communication: what you can expect from us, and what we expect from you. However, the contents of this Handbook constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication.

This Handbook supersedes all previous handbooks, policies and practices which are in any way inconsistent with the contents of this Handbook. Finally, this Handbook should not be construed as creating any kind of "employment contract," since the Company reserves the right to add, change or delete benefits and policies as it deems appropriate.

THIS HANDBOOK DOES NOT ALTER THE "AT-WILL" NATURE OF YOUR EMPLOYMENT. YOU HAVE THE RIGHT TO TERMINATE YOUR EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE, AND THE COMPANY HAS THE SAME RIGHT. YOUR STATUS AS AN "AT-WILL" EMPLOYEE MAY NOT BE CHANGED, EXCEPT IN WRITING, SIGNED BY THE PRESIDENT OF THE COMPANY.

About Our Company

Our vision for The Red Elephant Pizza and Grill is a place for family and friends to visit frequently and to be indulged with our great food and service, all at a reasonable price. We have also created a large game room for children to play while their parents enjoy our great food, exceptional service, and fun, comfortable atmosphere. We are excited to have you as part of our team and want you to know you have our full support as an employee.

What You Can Expect From Us

OUR EMPLOYEE AND CUSTOMER RELATIONS PHILOSOPHY

At Red Elephant, we are committed to creating a fun working atmosphere for our employees, one that they can take pride in being a part of. We are committed to serving great food and delivering quality service to each customer, which will grow the Red Elephant brand. We expect our staff to be motivated to deliver quality food and service every day and have a desire to reach new levels in their performance. Our standard is an immaculate restaurant, great-looking uniforms, and the attitude to make Red Elephant the first place our customers choose to go out to eat.

OUR COMMITMENTS TO OUR EMPLOYEES

We welcome each new employee as part of our family. We want this job to be challenging, fun, and a great way to make money. Listed below are our commitments to each employee.

Training - We are committed to choosing the top candidates for employment. We will communicate our expectations so you can perform your job at the highest level.

Being part of the team - We believe that if each employee feels like they are part of the team they will perform at the highest level.

Ability to talk to anyone in management - This includes creating a schedule that is flexible so you can honor your commitments outside of work.

Fun - We are committed to creating a fun workplace that our employees look forward to coming to.

Financial growth - We believe in rewarding employees based on their desire to grow, excellent food quality and maintaining an immaculate restaurant for customers to enjoy. Employees will be given bi-yearly evaluations for growth opportunities and financial compensation.

Compassion - We are a management team that wants to be there during difficult times.

OUR COMMITMENTS TO OUR CUSTOMERS

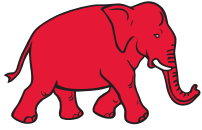
How do we feel about our customers? They are the reason we do what we do, why we make great food and drinks and provide hospitality. We are in the customer service business, and customer service starts at the front door with a smiling hostess excited to greet each guest. It is our strong desire to ensure that they have everything they need to enjoy their meal. It is the standard of producing only perfect food and taking the extra time to deliver. It is maintaining an immaculate restaurant that is fun and energetic for customers to enjoy. We believe if we deliver these commitments to our customers, they will choose us as their number one place to go when dining out.

What We Expect From You

Teamwork – Teamwork is pivotal in the success of Red Elephant. We know that if we work together as a team, we can deliver on our standard of quality food, immaculate restaurants, and great service to our customers.

Immaculate restaurant – One of the key ingredients to our success is maintaining an immaculate restaurant. Employees are expected to maintain immaculate standards for themselves and their uniform. It is also more fun to work in a clean, well-organized restaurant, including the kitchen, dining room and restrooms.

A great attitude – Have positive energy. Be professional—on time for work, perfect uniform, ready to go. Treat our customers and other employees with respect, understanding, and hospitality. Have a great time!



GENERAL INFORMATION

Telephone - We will aggressively go after the large to-go market, and it begins with hospitality on the phone. We expect the same level of service for our to-go customers as our in-store customers.

Personal Phone Calls - Personal calls are not allowed during your shift. We also ask that you leave your cell phones in your car during your shift.

Personal Belongings - We do not have a storage area for your personal belongings and are not responsible for loss or damage.

Personal Appearance - We expect all employees to present a neat, clean and well-groomed appearance at all times. Please avoid extremes in dress (*hair, make-up, jewelry*) and behavior. Flashy or revealing clothing are unacceptable.

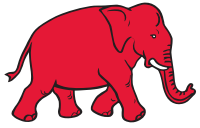
Employee Parking - So that we have sufficient parking for our customers, we require all of our employees to park their vehicles away from the restaurant in areas designated for employee parking. We also expect all employees to walk to their car in groups of two or more for security purposes.

Communication Boards - We maintain bulletin boards to post information such as schedules, hot topics, sales contests, upcoming meetings or other communications from management. No information may be placed on these bulletin boards without Company approval.

Timekeeping - Any changes or corrections to your time record must be initialed by you and a manager. Under no circumstances may any employee clock in or out for another employee.

Smoking - Our Company complies with Florida's Workplace Smoking Ban. As a result, no employee, vendor, customer, or other person may smoke within our indoor working areas. Anyone intending to smoke must utilize the designated outdoor area during approved breaks. All infractions of such policy should be immediately reported to your management team. Any employee found violating such policy will be disciplined, up to and including termination.

Loans and Pay Advances - During our years in business, we have learned that loans to employees or advances in pay do little in the long run to help an employee meet his or her financial obligations. At the same time, we may be put in a very difficult and unpleasant position if we were required to collect a past due loan. For these reasons, it is our policy not to make loans or pay advances to employees.



COMPANY POLICIES

This section of your Handbook discusses your responsibilities to Red Elephant as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work. The result of your effort will be a more efficient, productive and pleasant atmosphere for you, your co-workers and our customers.

Rules To Protect Us All

We need to have certain reasonable policies and rules for the conduct of our business. Our most important rule is the “rule of reason.” However, there are a few basic rules that should not be violated under any circumstances. Violation of any of these rules can result in immediate termination.

The Basics

Absenteeism and Tardiness - It is difficult for us to properly serve our customers when an employee does not report to work as scheduled. It also creates an unnecessary burden on fellow employees. Therefore, we cannot tolerate tardiness or missing a scheduled shift.

Courtesy - Courtesy is the responsibility of every employee. Everyone is expected to be courteous, polite and friendly both to our customers and to their fellow employees. No one should be disrespectful, use profanity or engage in any activity which injures the image or reputation of our Company.

Damage to Property - We have made a tremendous investment in our facilities and equipment in order to better serve our customers and make your job easier. Deliberate or careless damage to the Company’s property will not be tolerated.

Fighting, Threats, and Weapons - Obviously, we cannot allow fighting or threatening words or conduct. Nor can we allow the possession of weapons of any kind on Company premises.

Fraud, Dishonesty and False Statements - Falsification of any application, medical history record, invoice, paperwork, time record, or any other document is strictly prohibited. If you observe any such violations, please report them to your management team or Joint Venture Partner immediately.

Harassment - We strictly prohibit all forms of harassment. Please review the No Harassment Policy in this Handbook.

Insubordination - We expect every employee to follow the instructions of managers and other management officials. Failure to do so constitutes insubordination.

Misuse of Property - Our policy prohibits the misuse or use without authorization of the equipment, vehicles or other property of customers, vendors, other employees or the Company.

Poor Performance - Every employee is expected to make every effort to learn his or her job and to perform that job at a satisfactory level. Any employee who fails to maintain a satisfactory level of performance is subject to termination.

Safety - We are committed to providing a safe place for you to work, and have established a safety program to ensure that everyone understands the importance of safety. This program requires each of us to exercise good judgment and common sense in our day-to-day work. Horseplay and practical jokes can cause accidents and injuries and therefore are not permitted. All accidents -- including those which do not involve serious injury and/or those involving customers -- must be reported immediately to your management team.

Solicitation/Distribution - Solicitation by an employee of another employee during the working time of either employee for any reason is strictly prohibited. Distribution of advertising materials, handbills or other literature is prohibited in all working areas at all times. Solicitation and distribution by non-employees is prohibited on Company premises at all times.

Substance Abuse - Substance abuse is not tolerated at this Company. Our Drug and Alcohol Policy, which is set forth in detail in this Handbook, explains our position and policy regarding alcohol and drug use as well as the use of other intoxicants and mind-altering substances.

Theft - We do not tolerate theft in any form. In order to protect you, your co-workers, our customers and the Company, we reserve the right to inspect all purses, briefcases, packages, vehicles and any other personal property which is brought onto Company property. If you wish to remove any Company property from the premises, you must obtain written permission, in advance, from your management team.

Unlawful Activity - No employee may engage in any unlawful activity either on or off the job as this can adversely affect the Company's reputation.

Violation of any of these rules may lead to discipline, up to and including immediate termination. Obviously, this list is not all inclusive, and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basics or what we expect of you as one of our employees, please discuss them with your management team.

Honor Policy

The Company Honor Policy forbids:

- ✓ Any employee from removing materials (*food, beverage, cash, invoices, kitchen tools, supplies, etc.*) from Company property for any reason.
- ✓ Making unauthorized purchases on Company accounts.
- ✓ Using Company funds for unauthorized purchases.
- ✓ Using the restaurant for any unauthorized purposes.
- ✓ Borrowing or taking cash from the cash drawer.
- ✓ Failure to report and record all sales properly and to receive and account for payment of these sales.
- ✓ Abusing the employee meal comp benefit.

All of the above are considered theft of Company property and are terminable offenses. If at any time during your employment you witness a fellow employee violating this Honor Policy, you are required to notify a manager immediately. Your failure to notify a manager under such circumstances may result in disciplinary action against you, up to and including termination.

If You Have a Concern

If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot answer your question or solve your problem unless you tell us what it is. We offer all employees the freedom to discuss anything they wish with management. Whenever you have a problem, it can usually be resolved by discussing it with your management team. Very often, they are in the best position to handle your problem satisfactorily. If your management team cannot solve the problem or if you are not satisfied, you should request to speak to your Joint Venture Partner. When you inform us of a concern or problem, we will try to answer you as soon as possible under the circumstances.

Company Benefits

Meal Benefits - We want our employees to enjoy their time off and we welcome them to eat at our restaurants at a discounted price. All employees are entitled to 50% comp privileges for themselves and one guest while dining at the restaurant. This applies to food only. All employees are entitled to eat at a 50% discount prior to or after their shift. Beer, wine and liquor are never comp-ed for employees. All employees are required to have a valid driver's license to consume alcoholic beverages.

Your Pay - We distribute paychecks for most employees every other Wednesday, covering the hours worked during the previous biweekly pay period. Each employee is responsible for picking up his or her own paycheck on the normally scheduled pay day. Any questions or concerns about your pay amount or deductions should be brought to the attention of your management team immediately.

Holidays - We are closed for business on the following holidays: Fourth of July, Thanksgiving Day, Christmas Eve and Christmas Day.

Vacation Policy - None.

Accommodations Policy

It is the policy of this Company to afford equal opportunity to all employees, regardless of physical or mental disability. However, all employees with such disabilities are expected to perform the essential functions of their positions as both defined in their respective job descriptions or as performed on a regular basis as part of their normal responsibilities. All employees with disabilities are eligible for accommodations per the Americans with Disabilities Act. Such requests must be made to either the employee's management team or made to the Human Resource Officer of the Company. While the Company cannot make all requested accommodations, it will work with the employees to define reasonable terms and supply such terms to the employee. If the employee cannot perform the essential functions with the requested accommodations, the employee may be separated from the Company.

Nondisclosure of Confidential and Proprietary Information

Except as may be necessary for an employee to perform employee's obligations to the Company, employee shall not at any time or in any manner during the term of employee's employment and thereafter, either directly or indirectly, divulge, disclose, or communicate to any person in any manner whatsoever any information concerning, affecting, or relating to the business of the Company, including, without limitation, any information concerning any of its customers, the prices it obtains or has obtained from the sale of, or at which it sells or had sold, its products or services, or any other information concerning the business of the Company, its manner of operation, its plans, processes, or other data deemed confidential. The employee and Company stipulate that as between them, the same are confidential, material, and affect the effective and successful conduct of the business of the Company and the Company's goodwill, and that any breach of the terms of this provision may result in disciplinary action against employee including immediate termination.

Introductory Period

For every new employee, the first 90 days of full-time employment is an introductory period for both you and the Company. During this time, you will have the opportunity to learn about the Company, your job, and your new surroundings. Your management team will be available to answer any questions that you may have.

During this period, your job performance, attendance, attitude and overall interest in your job will be carefully reviewed by your management team. The Company will then evaluate your performance and make a decision concerning your continued employment.

If, as a result of an illness or injury, you are absent from work for more than five days during your introductory period, we may choose to extend your introductory period as necessary to give you a fair opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Should an employee's performance become unsatisfactory at any time during this introductory period, the employee will be subject to discharge at that time. If the Company terminates an employee for unsatisfactory work performance during their introductory period, the Company's account will not be charged for unemployment benefits. Completion of the introductory period does not confer any expectation of continuation in employment; continuation depends on the needs of the Company and the performance and conduct of the employee.

Equal Employment Opportunity

We are committed to providing equal opportunity in all of our employment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and employees without regard to age, race, religion, color, sex, national origin, marital status, citizenship status, disability or any other protected status in accordance with the requirements of all federal, state and local laws.

No-Harassment Policy

The Company does not and will not tolerate any type of harassment of our employees, applicants, or customers. The term "harassment" includes, but is not limited to, slurs, jokes, and other verbal, graphic or physical conduct relating to an individual's race, color, sex (*including*

same-sex sexual harassment), religion, national origin, citizenship, age, or disability.

"Harassment" also includes sexual advances, requests for sexual favors, offensive touching, and other verbal, graphic, physical conduct, or electronic communications (*e-mail, texts, facebook, etc.*) of a sexual nature involving either members of the opposite or the same sex

VIOLATION OF THIS POLICY WILL SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION, UP TO AND INCLUDING IMMEDIATE DISCHARGE.

If you feel that you are being harassed in any way by a co-worker, a customer or a vendor, you should notify your management team immediately. The matter will be thoroughly investigated, and where appropriate, disciplinary action will be taken.

Our managers are also covered by this policy and are prohibited from engaging in any form of harassing conduct. Further, no manager or other member of management has the authority to suggest to any employee or applicant that the individual's employment, continued employment, or future advancement will be affected in any way by the individual's entering into (*or refusing to enter into*) any form of personal relationship with the manager or member of management. Such conduct is a direct violation of this policy.

Any person who feels that he or she is being harassed or discriminated against must immediately report the offensive conduct to his or her management team. However, if the employee's management team is in any way involved in the alleged inappropriate behavior or is unavailable, the employee should report the conduct directly to the Joint Venture Partner. Finally, if the employee's management team and the Joint Venture Partner are involved in the alleged inappropriate conduct or are unavailable, immediately contact the internal Counsel at (850) 386-3747.

YOU WILL NOT BE PENALIZED IN ANY WAY FOR REPORTING SUCH IMPROPER CONDUCT.

Please do not assume that the Company is aware of your problem. Bring your complaints and concerns to our attention so that we can resolve them.

Civic Duties

We encourage each of our employees to accept his or her civic responsibilities. As a good corporate citizen, we are pleased to assist you in the performance of your civic duties.

Jury Duty - If you are called to jury duty, please notify your management team immediately so we can plan the restaurant's work with as little disruption as possible. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their management team as soon as possible and report to work if requested.

Voting - We want every employee to have the opportunity to vote in every election. Generally, there will be sufficient time to vote either before or after your scheduled shift. However, if you foresee a problem getting to the polls, please notify your management team so that arrangements can be made.

Bereavement Leave

Full-time employees who have completed their introductory period are eligible to receive up to three days unpaid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family. Your immediate family includes your spouse, children, stepchildren, parents, grandparents, grandchildren, brothers or sisters, your spouse's parents, and any other relative residing in the same household.

An employee who is notified of a death in his or her immediate family while at work will be paid for the remainder of the scheduled hours that day. The three-day eligibility for unpaid bereavement leave will not commence until the next regularly scheduled work day which is lost. All time off in connection with the death of one of the above-listed individuals should be scheduled with your management team.

Family and Medical Leave Policy

Eligible employees may take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons.

Employee Eligibility - To be eligible for family or medical leave, you must:

- ✓ have worked at least 12 months for the Company;
- ✓ have worked at least 1,250 hours for the Company over the previous 12 months; and,
- ✓ work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave - Family and medical leave must involve one or more of the following reasons:

- ✓ For the birth of a child, to care for a newly-born child, or placement of a child with the employee for adoption or foster care.
- ✓ To care for an immediate family member (*spouse, child, or employee's parent*) with a serious health condition.
- ✓ Because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

Duration of Leave - Eligible employees may receive up to 12 work weeks of unpaid leave during any "rolling" 12 month period, measured backward from the date of any family or medical leave. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

You may take family and medical leave intermittently -- which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule -- whenever it is medically necessary to care for a seriously ill family member, or because you are seriously ill and unable to work. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or placement of a child for adoption or foster care.

Depending on the purpose of your leave request, you may choose (*or the Company may require you*) to use accrued paid leave, if available, as a substitute for some or all of the family and medical leave.

Military Leave - Effective immediately, up to 26 weeks of caregiver leave are available during any 12-month period to employees caring for a recovering service member who sustains an injury or illness while on active duty that may render that person unable to perform the functions of the member's office, grade, rank, or rating. Additionally, close family members of military personnel (*defined as spouse, child, or parent*) may take up to twelve (12) weeks of Family Medical Leave, if qualified, if the member of the military's departure creates a qualifying exigency. This policy is guided by federal law and forthcoming interpretation and is subject to modification without formal notice.

Maintenance of Health Benefits - If you and/or your family participate in a group health plan, the Company will maintain coverage under the plan during your family and medical leave. This coverage will be provided if you or your family were covered under the plan before the leave was taken and on the same terms as if you had continued to work. Where appropriate, you must make arrangements to pay your share of health plan premiums while on leave.

In some instances, the Company may recover premiums it paid to maintain health coverage for an employee and family.

Job Restoration - Upon returning from a family and medical leave, you will normally be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave.

Notice and Medical Certification - When seeking family and medical leave, you must provide:

- ✓ 30 days advance notice of the need to take family and medical leave, if the need is foreseeable.
- ✓ Medical certifications supporting the need for leave due to a serious health condition affecting you or an immediate family member. Second or third medical opinions and periodic recertifications at the Company's expense may also be required.
- ✓ Such periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- ✓ Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition.

When leave is needed for a planned medical treatment for your own serious health condition or that of an immediate family member, you must try to schedule treatment so that it will not unduly disrupt the Company's operation. Failure to comply with these requirements may result in delay or denial of leave.

Other Employment - We prohibit any outside or supplemental employment at all times during your leave period. Accordingly, outside employment may result in disciplinary action, up to and including immediate termination of employment.

Exceeding FMLA Leave - Any employee who exceeds their 12 week FMLA entitlement may be subject to termination of employment.

Non-Contractual Nature of This Policy - The duration of leave, availability of benefits, opportunity for job restoration, and other rights and privileges associated with FMLA Leave are

limited by the requirements of applicable state and federal law. No express or implied contractual rights should be inferred from this policy. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion

Military Leave of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify your management team of upcoming military duty by providing us with a copy of your orders as soon as possible.

Domestic Violence Leave Policy

Any employee who has worked for the Company for a minimum of three months is entitled to take three days of unpaid leave if they or a member of their immediate household have been the victim of domestic violence and need to engage in any of the following activities:

- ✓ To seek an injunction for protection against domestic violence or repeat of sexual violence.
- ✓ to obtain medical care or mental health counseling for the employee or the household member to address issues resulting from domestic violence.
- ✓ To obtain services from a victim services organizations.
- ✓ To make the employee's home secure from the perpetrator of domestic violence or to relocate to a new location to escape the perpetrator.
- ✓ To seek legal assistance to address issues that arose from the domestic violence or to attend or prepare for a court related proceeding relating to an act of domestic violence.

Employees must provide appropriate advance notice to their management team of the need for leave unless they are prevented from doing so because of imminent danger. All employees must first exhaust any available annual vacation or sick leave (*if any*) before being eligible to use domestic violence leave.

Drug and Alcohol Policy

The Company has established a drug-free workplace policy.

It is a standard of conduct that no employee shall report to work with the presence of illegal drugs or alcohol in his or her body. It is also a violation of Company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or drug paraphernalia, or otherwise engage in the use of alcohol, intoxicants, illegal drugs on the job, on Company property, or in Company vehicles. The off-duty manufacture, possession, use, purchase, or distribution of illegal drugs or mind-altering or controlled substances is also prohibited.

Nothing in this policy precludes the appropriate use of legally prescribed medications. However, it is a violation of Company policy for any employee to use prescription drugs illegally or to misuse or abuse such drugs. If you are taking prescription or nonprescription drugs which could affect your ability to perform your job in a safe and efficient manner, you must notify your management team of this fact when you report to work.

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration.

Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination, even for the first offense.

Definitions

"Legal Drug" – Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.

"Illegal Drug" – Any drug which is not legally obtainable, which may be legally obtainable but has not been legally obtained, or which is being used in a manner or for a purpose other than as prescribed or manufactured.

Drug Testing

Applicants - All job applicants may be required to undergo alcohol and illegal drug testing as a condition for employment. Any applicant with a positive test result will be denied employment for a period of twelve (12) months. Any applicant who refuses drug and alcohol testing will not be considered for employment.

Employees - The Company will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It is a condition of employment for all employees to submit to a drug screen as follows:

- ✓ When involved in, causing, or contributing to an accident while at work, while on Company property, or while in Company vehicles. "Accident" includes injury to person(s) and/or damage to vehicles, equipment or property.
- ✓ When there is reasonable suspicion to believe an employee is using or has used illegal drugs or is abusing or has abused alcohol. Circumstances that are considered reasonably suspicious include:
 - Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
 - Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
 - A report of drug use provided by a reliable and credible source and independently corroborated.
 - Evidence that an employee has tampered with a drug test during his or her employment with the Company.
 - Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on Company premises or while operating a Company vehicle, machinery, or equipment.
- ✓ When returning to work after a leave without pay of two weeks or more.
- ✓ As a follow-up to an employee assistance or drug rehabilitation program. Testing will be conducted at least once a year for a two-year period after completion of the program. Advance notice of a follow-up testing date will not be given.
- ✓ At other times and under such circumstances as deemed appropriate by Company administration and current state and/or federal standards. Employees will be given adequate notice of any addition/change/deletion in the Company's drug testing requirements.

Any employee who refuses substance testing will be terminated and forfeit workers' compensation medical and indemnity benefits.

Drug testing will be performed by _____, at _____
Human Resources will be responsible for determining the local facility to be used as the collection site, and you will be provided directions to the site. Upon notification, you must report to the collection site with a valid picture ID. If the collection site staff discovers that you have not followed the collection procedures or have altered the specimen in any way, you will be in violation of this policy.

Employees or job applicants may confidentially report to the Company's medical review officer the use of prescription or nonprescription medications both before and after being tested. (See *contact information below*.) Additionally, employees and job applicants will receive notice of the most common drugs or medications (*by brand name or common name and chemical name*) which may alter or affect a drug test.

Employees or job applicants who receive a positive confirmed test result will be notified in writing via a "Notification of Positive Drug Test" form on Company letterhead.

Drugs Tested For:

The Company may test for any or all of the following:

<u>DRUGS</u>	<u>TRADE OR COMMON NAME</u>
Alcohol	Liquor, Beer, Wine, Booze
Amphetamines	Biphetamine, Desoxyn, Dexedrine
Cannabinoids	Marijuana, Pot, Grass
Cocaine	Coke, Flake, Snow, Crack
Phencyclidine HCl	PCP, Angel Dust
Methaqualone HCl	Quaalude
Opiates	Paregoric, Morphine, Tylenol with Codeine
Barbiturates	Phenobarbital, Amytal, Nembutal, Seconal
Benzodiazepines	Librium, Valium, Halcion, Restoril
Synthetic Narcotics	Methadone-Polophine, Methadose Propoxyphene-Darvocet, Darvon-N, Dolene

Over-The-Counter & Prescription Drugs Which Could Alter or Affect Drug Tests Results

This information is to alert you of the possible influence that prescription drugs may have on the outcome of a drug test. If necessary, any question about the outcome of a drug test will be addressed by a licensed physician.

Alcohol - All liquid medication containing ethyl alcohol (*ethanol*). Please read the label for alcohol content. As an example: Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contact Severe Cold Formula Night Strength is 25% (50 proof); Listerine is 26.9% (54 proof).

Amphetamines	Obetrol, Biphphetamine, Desoxyn, Didrex, Ionamine, Fastin.
Cannabinoids	Marinol (<i>Dronabinol, THC</i>).
Cocaine	Cocaine HCl topical solution (<i>Roxzone</i>).
Phencyclidine	Not legal by prescription.
Methaqualone	Not legal by prescription.
Opiates	Paregoric, Parapetolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Asprin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (<i>Hydromorphone</i>), M-S Contin and Roxanol (<i>morphine sulfate</i>), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Florinal, Fioricet, Esgic, Butisol, Mebril, Butabarbital, Butalbital, Phenrinin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone	Dolophine, Metadose.
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

Challenges to Test Results

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the Company's medical review officer (*MRO*) within five (5) working days after receiving written notification of the test result. (*See contact information below.*) If the explanation or challenge is unsatisfactory to the MRO, the MRO shall report a positive test result back to the Company.

Within five (5) working days after receiving the notice of a positive test result, an employee or job applicant may also submit information to The Company explaining or contesting the test result and why the result does not constitute a violation of this policy. If the individual's explanation or challenge of the positive test result is unsatisfactory to The Company, a written response as to why the explanation is unsatisfactory, along with the report of positive result, will be provided to the employee or applicant. All such documentation shall be kept confidential pursuant to the confidentiality provisions outlined below and shall be maintained by The Company for at least one (1) year.

You also have the right, within 180 days of your challenge to the drug test result, to have your original specimen retested at another Agency for Health Care Administration certified laboratory. Arrangements and cost will be your responsibility.

An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims pursuant to Chapter 440, Florida Statutes, or, if no workplace injury has occurred, the person may challenge the test result in a court of competent jurisdiction. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled.

Grounds for Termination or Discipline

The following are considered violations of the Company's drug-free workplace policy and are subject to discipline, including termination and loss of Workers' Compensation benefits, even for the first offense:

- ✓ Violation of any aspect of the Company's drug and alcohol policy;
- ✓ Refusing to take a Company-required drug or alcohol test;
- ✓ Failing a Company-required drug or alcohol test (*a positive test result*);
- ✓ Bringing illegal drugs or alcohol onto Company premises or property or in Company vehicles;
- ✓ Possessing illegal drugs or drug paraphernalia on your person;
- ✓ Using, consuming, transferring, selling, or attempting to sell or transfer any form of illegal drug while on Company business or at any time during your workday, whether on Company property or not; and
- ✓ Being under the influence of alcoholic beverages or illegal drugs at any time while on Company business or at any time during your workday, whether on Company property or not (*including Company vehicles*).

An employee shall be determined to be under the influence of alcohol if the employee's normal faculties are impaired due to the consumption of alcohol or if the employee has a blood-alcohol level of .04 or higher.

Additionally, a violation of these policies may be reason for referral for prosecution consistent with local, state, and federal criminal law. Disciplinary action against an employee by the Company does not preclude the possibility of criminal charges against the individual. The filing of criminal charges similarly does not preclude action by the Company.

Other Employee Responsibilities

You share responsibility for maintaining a safe work environment and you should encourage co-workers who use alcohol or other drugs in the workplace to seek help. You must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off Company premises while conducting Company business. A report of a conviction must be made within five (5) days after the conviction.

Confidentiality

Administration will handle all information, interviews, reports, statement memoranda, and drug-test results, written or otherwise, received by our drug-testing program as confidential communications. Under no circumstances will the results of your test be discussed with anyone except for those personnel or legal counsel authorized to deal with this confidential information and in accordance with this policy or in determining compensability under chapter 440, F.S. (*Workers' Compensation*).

Should you fail a drug test, your management team will only be told you did not successfully complete the drug and alcohol test; they will not be told the cause of the failure to pass the test.

Consolidated Omnibus Budget Reconciliation Act (Cobra)

On April 7, 1986, a federal law was enacted (*Public Law 99-272, Title X*) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (*called "continuation coverage"*) at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law.

If you are an employee of the Company, covered by the Company's medical insurance plan, you have the right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (*for reasons other than gross misconduct on your part*). Your eligible dependents may also have the right to elect and pay for continuation coverage for a temporary period in certain circumstances where their coverage under the Plan would otherwise end. If you have any questions concerning your rights under COBRA, please contact the Plan Administrator for details.

Notice Of Resignation

In the event you choose to resign from your position, we ask that you give us at least two weeks notice. We expect you to take care of all your outstanding accounts with the Company and return all Company property prior to picking up your final paycheck.

Exit Interview

Any employee leaving the Company is required to attend an exit interview conducted by a manager. The purpose of the interview is to determine the reasons for leaving and to resolve any questions of compensation, return of Company property, or other related matters.

To Sum It All Up

This Handbook highlights your opportunities and responsibilities at The Red Elephant Pizza and Grill. It is a guide to your bright future here. By always keeping the contents of the Handbook in mind, you should be successful and happy in your work at The Red Elephant Pizza and Grill. Once again, welcome to our Company, and we look forward to working with you.

Acknowledgment Of Receipt Of Employee Handbook

This will acknowledge that I have received my copy of The Red Elephant Pizza and Grill Employee Handbook and that I will familiarize myself with its contents.

I understand that this Handbook represents only current policies, regulations, and benefits and that it does not create a contract of employment. The Company retains the right to change these policies and benefits as it deems advisable.

I UNDERSTAND THAT I HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND THAT THE COMPANY HAS THE SAME RIGHT. I FURTHER UNDERSTAND THAT MY STATUS AS AN AT-WILL EMPLOYEE MAY NOT BE CHANGED EXCEPT IN WRITING SIGNED BY THE PRESIDENT OF THE COMPANY.

PRINT FULL NAME _____

SIGNED _____

DATE _____