



## **WELCOME TO APEX PARKS GROUP!**

We extend our congratulations on your employment with a premier entertainment center operator.

As an Apex Parks Group (“Apex” or “The Company”) team member, you are our most important resource. Through your efforts as a member of our team, we are fulfilling our goal of providing excellent service and fun and thrills for the whole family. Your pride in your work and your Company is the primary ingredient of our success.

To our current team members, we extend our thanks for your continuing efforts. To all our team members, both current and new, we extend our best wishes.

### **A SHORT OVERVIEW OF THE COMPANY**

Apex Parks Group is a privately held operating company based in Aliso Viejo, California, focused on the Family Entertainment Center, Water Park, and Amusement Park sectors. Apex is proud to be one of the premier entertainment center operators in the U.S. with 14 family entertainment centers and one water park, located in California, Texas, and Florida. The Company is one of the largest owners of family entertainment centers in the US. Its management team has extensive operations experience in the amusement industry, and is led by key management from several of the largest amusement park operators in the world. Apex has rapidly grown through acquisition, and will continue to consolidate the fragmented entertainment center industry. Apex is committed to its core values of safety, guest satisfaction, and team member teamwork.

### **OUR VISION**

*Providing each of our guests with the opportunity to have a great time and wholesome entertainment for the whole family.*

### **OUR IDENTITY**

*We are a place where young and old can pursue a perfect day.  
We target everyone because everyone needs a day off!*

### **OUR PURPOSE**

*To give each of our guests a day they will never forget.  
To keep each guest coming back time and again.*

### **OUR PRINCIPLES**

Cleanliness: Cleanliness of the park is a team effort that needs everyone's support. So when you see an area that needs attention, take it upon yourself to resolve the need.

Appearance: Apex is really a stage and each team member is a performer. Look your best at all times!

Responsibility: Safety is everyone's responsibility and our number one priority! Your safety and the safety of our guests come before all else. Keep an eye out for the safety of our guests and when necessary, politely remind them to be careful.

Enthusiasm: Approach your job and our guests with enthusiasm. Your smiles will make our parks the friendliest place on earth! When you flash a friendly smile, you instantly tell the guests that they are welcome.

## **ABOUT THIS HANDBOOK**

As with any job change, you will experience a period of adjustment. You will want to know what you can expect from Apex and what will be expected from you. You may have questions about your job duties, your benefits and the general operation of our Company. We have prepared this Handbook to assist you in finding the answers to many questions that you may have. Please take the necessary time to read it.

We do not expect this Handbook to answer all of your questions. Your supervisor will be your major source of information. In addition, feel free to ask the General Manager or our Human Resources Department any questions about our policies.

This Handbook is provided as a guide which you may use to familiarize yourself with Apex. It is provided and is intended only as a helpful guide. The Handbook is not, nor should it be considered to be, an agreement or contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. This Handbook states only general Company guidelines.

If you are employed in California, there are a few specific rules that are different. Please review the California Team Member Supplement. If there is a conflict between this Handbook and the Supplement, the latter will control for California team members.

The Company may, at any time, in its sole discretion, modify or vary from anything stated in this Handbook, except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by both parties. This Handbook supersedes all prior Handbooks, manuals, policies and procedures issued by Apex.

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# **I. EMPLOYMENT**

## **OUR PHILOSOPHY**

Apex is an equal opportunity employer. We enthusiastically accept our responsibility to make employment decisions without regard to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition, pregnancy, childbirth and related medical conditions, genetic characteristic, sex, sexual orientation, military service, military or veteran status, citizenship or intent to become a U.S. citizen, or any other classification protected by federal, state, and local laws and ordinances. Our management is dedicated to ensuring the fulfillment of this policy with respect to hiring, placement, promotion, transfer, demotion, layoff, termination, recruitment advertising, pay and other forms of compensation, training and general treatment during employment. When necessary, we will reasonably accommodate team members and applicants with disabilities and with religious requirements necessitating accommodation.

Our goal is to maintain a satisfied and productive team of team members. The keys to reaching that goal are effective leadership, competitive wages and benefits, dedication to the job and close attention to personnel matters.

## **AT-WILL EMPLOYMENT**

You are free to leave the Company at any time with or without a reason and with or without notice. The Company also has the right to end your employment at any time, with or without cause and with or without notice. The Company's policy is that employment is "at will."

No one other than the President of the Company may enter into an agreement for employment for a specific period of time or make any agreement contrary to the policy of at will employment. In addition, any such agreement must be in writing signed by the President of the Company.

## **MANAGEMENT'S "OPEN DOOR" POLICY**

At Apex, every member of the management team is committed to our philosophy that effective leadership and dedication are the keys to a productive work environment. We practice an "Open Door" policy and encourage open, honest and direct communication. You are always free to speak to your supervisor or any member of the management team. We encourage you to bring your questions, suggestions and concerns to our attention. We understand there is always room for improvement. We will give consideration to your concerns and will make every effort to provide you with the answers to your questions. While we cannot guarantee that we will always give you the answer that you want, we will do our best to listen and to address your concerns. Since you and your supervisor work closely on a daily basis, most concerns can and should be addressed and resolved with your supervisor.



Apex strongly believes that individual consideration in the team member-supervisory relationship provides the best climate for our maximum development, teamwork and the attainment of our goals. As part of this philosophy, we provide excellent working conditions, wages and benefits.

## CONFIDENTIALITY

### Confidentiality of Company Information

As part of your responsibilities at Apex, you may learn of or be entrusted with sensitive information of a confidential nature including trade secrets. During your employment, any information, including but not limited to sales figures or projections; estimates; computer processes, programs and codes; marketing methods, programs or related data; operations, plans or other Company strategy; compensation paid to other team members and independent contractors; tax records; personnel history or actions; accounting procedures; financial information; or any other information deemed internal in nature, shall be considered and kept as the private and confidential records of the Company, and may only be used in performing work for the Company and must not be divulged to any firm, individual or institution except on the direct written authorization of Apex. This information must not be discussed with anyone including your family, friends, or any company team member who is not entitled to the information. Your failure to honor this confidentiality requirement may result in disciplinary action, up to and including discharge.

### Confidentiality of Client Information

It is Apex's policy to preserve and protect confidential information about our clients. Client information (including but not limited to client or potential client lists and client purchasing habits) may not be directly or indirectly used, disseminated, or disclosed to any person other than those in the Company that are working on the Client's project. Please be cognizant at all times of the importance of protecting the confidentiality of our clients' information. Accordingly, the disclosure of confidential client information has the potential to affect the Company's stock trading price. Such misappropriation of client information may result in personal liability for violations of Federal Securities and/or other laws.

If you leave employment with the Company for any reason, you are obligated to continue to treat as private and privileged any such Company information. You should not use, divulge, or communicate to any person or entity any such sensitive information without the express written approval of Apex. Such disclosures may violate state or federal law, and the Company will pursue legal remedies for unauthorized use or disclosures of sensitive, confidential information.

## OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

If you are employed at the Company in a full-time position, we expect that your position here is your primary employment. Any outside employment must not interfere with your ability to

perform your job duties at the Company or create any conflict of interest. You must inform your supervisor of any outside employment to allow the Company to assess whether your outside employment creates a conflict of interest.

Team members are expected to avoid situations that create an actual or potential conflict between the team member's personal interests and the interests of the Company. Team members who, because of other work or activities, cannot make this commitment may be asked to end their employment with the Company.

A conflict of interest exists when an team member's loyalties or actions are divided between the Company and a competitor, supplier, or customer. Team members who are unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their supervisor or the Human Resources Department for clarification. Any exceptions to this guideline must be approved in writing by the President/CEO.

Some examples of the more common conflicts that should be avoided by all team members:

- Accepting personal gifts or entertainment from competitors, guests, suppliers or potential suppliers;
- Working for a competitor, supplier or customer while employed by the Company;
- Engaging in self-employment in competition with the Company;
- Using proprietary or confidential Company information for personal gain or to the Company's detriment;
- Having a direct or indirect financial interest in or relationship with a competitor, customer or supplier;
- Entering into a romantic relationship with a supervisor or subordinate;
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company;
- Committing the Company to give its financial or other support to any outside activity or organization without appropriate written authorization; and
- Using Company assets for anything other than business use.

Failure to adhere to this guideline, including failure to disclose any conflict or seek an exception, may result in disciplinary action, up to and including termination of employment.

### BACKGROUND CHECKS

Apex requires a background check for all positions once a conditional offer of employment has been extended. All offers of employment are conditioned on the applicant providing consent to have a background check performed (which may include criminal history, education and employment verification, driving, and/or credit history, when applicable). A background check will only be initiated once a conditional offer of employment is made.

Current team members are also subject to criminal background checks if they move into a position of authority (including, for example, handling of cash), and are required to notify the Human Resources Department if convicted of a crime while employed. Apex complies with all of the Fair Credit Reporting Act's requirements regarding background checks on applicants and current team members and any applicable state laws concerning background checks.

Although a disqualification is possible, in accordance with federal and state laws, a previous conviction does not automatically disqualify an individual from consideration for employment with Apex. Depending on a variety of factors (for example, the nature of the position, the nature of the conviction, the relationship between the nature of the conviction and the proposed job duties and responsibilities, the date of the conviction, and the age of the candidate when the illegal activity occurred), the candidate may still be eligible for employment or advancement with Apex. However, if a team member or applicant attempts to withhold or withholds information or falsifies information pertaining to previous convictions, the team member or applicant will be disqualified from further employment consideration in any position with the company due to falsification.

#### EMPLOYMENT OF RELATIVES

No relatives of current team members will be hired if such hiring would create a supervisory relationship with that relative. For purposes of this policy, relative means spouse (including a significant other), mother, father, children, sisters, brothers, mother and father-in-law, sons and daughters-in-law, cousins, aunts and uncles.

Present team members who become related, for example, by marriage, to another present team member from the same department where a supervisory relationship develops, will be permitted to continue their employment. However, the Company may transfer one of the related team members or make appropriate changes in the reporting relationship.

#### DATING IN THE WORKPLACE

A team member who is involved in a personal relationship with another team member may not occupy a position in the same department as, work directly for, or supervise the team member with whom he or she is involved. "Personal relationship" is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. Apex reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who occupy positions at any level (higher or lower) in the same line of authority that may affect employment decisions. Supervisors are prohibited from asking out and/or dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between team members, even if there is no line of authority or reporting involved, the team members may be separated by reassignment or terminated from employment. If such personal relationship is established after employment begins, it is the responsibility and obligation of the team members

involved to disclose the existence of the relationship to the Human Resources Department. When a conflict or a potential for conflict arises because of the relationship, the individuals concerned will be given the opportunity to decide who is to be transferred to another position or terminated if no position is available.

## POLICIES REGARDING MINORS

### Labor Laws

Apex will comply with all labor laws. Special laws are designed to protect minors (under age 18), as well as the general work force. Minors in school must have a work permit on file before commencing work. During your orientation you will be informed which laws apply to you and how you will be expected to help your managers abide by these laws.

Although minimum age laws vary from state to state, it is the policy of Apex not to employ minors under the age of 15. Further, Apex enforces the following policy with regard to hours of work and overtime:

### Work Permits

Work permits for minors may be required (depending on State requirements) before the first day of work. Permits may be obtained from your school or local School District Office. A new permit is required before the expiration date to continue employment.

## IMMIGRATION LAW COMPLIANCE

Apex employs only United States citizens and those non-United States citizens who are authorized to legally work in the United States in compliance with the Immigration Reform and Control Act of 1986 and any other applicable laws.

As a condition of employment, team members must complete the Employment Eligibility Verification Form I-9 and present appropriate documentation establishing identity and employment eligibility. In addition, all new team members will have their Form I-9 information submitted to the e-Verify system to ensure that the team member is eligible to work in the U.S.

If an attempt is made to falsify information pertaining to a team member's immigration status, the team member will be disqualified from further employment consideration in any position with the company, or terminated from employment due to falsification.

## YOUR PERSONNEL RECORDS

It is important that your personnel records are accurate and up to date so that you can continue to receive uninterrupted benefits. The information is also necessary to determine the amount of

wage deductions for federal and state income tax. You should notify the Company of any change in your name, address, telephone number, marital status, number of dependents or emergency contact telephone number.

You or your representative may view your personnel file or request a copy of it. Requests to view or copy your personnel file should be directed to the Human Resources Department. A representative will schedule a mutually-convenient time for you to view your file after you request to view your file, or will arrange for a copy to be provided to you.

### ELECTRONIC SIGNATURES

In order to facilitate Apex's collection of its team members' signatures in a timely and environmentally-conscious manner, Apex may require that team members electronically sign certain documents, including documents that previously required handwritten signatures and/or approvals on paper documents. An electronic signature is a paperless method used to authorize or approve documents, and includes any electronic sound, symbol, or process attached to or logically associated with a document and executed and adopted by a person with the intent to sign that document.

Unless otherwise prohibited by applicable state law, your electronic signature has the same force and legal effect as an original, handwritten signature. Your electronic signature on a document signals your receipt and review thereof, and establishes that you were given adequate time to review and ask questions about the document before signing.

When Apex requires the use of electronic signatures, you will be given an opportunity to affix your electronic signature to the applicable document(s) using computer terminals available in the store. Apex will retain the electronic signature along with the document with which it is connected in a secure manner that preserves data integrity and security. If you require a reasonable accommodation in using a computer to complete an electronic signature transaction, please notify your supervisor or the Human Resources Department.

This policy does not limit Apex's right or option to require handwritten signatures or to conduct business on paper or in non-electronic form, including when required by applicable policies, laws or regulations. Team members who falsify electronic signatures are subject to disciplinary action, up to and including termination of employment. Criminal consequences may also apply. Team members are required to report any suspected fraudulent activities related to electronic signatures immediately to their supervisor, General Manager and/or the Human Resources Department.

### VIDEO SURVEILLANCE

In order to promote the safety of team members and guests, as well as the security of facilities, Apex may conduct or maintain video surveillance of any portion of company premises at any

time. Video surveillance cameras are mounted only in common areas within and outside company facilities, and not in private areas such as restrooms and dressing rooms.

### REFERENCES

During your employment, you may be contacted to provide information to outsiders regarding current or former team members. All such requests should be directed to the Human Resources Department. You may not respond to these requests yourself.

### RETURN OF COMPANY PROPERTY

Any Company property issued to you such as keys, security codes, computers, uniforms, documents, etc. must be returned to the Company when your employment with the Company ends or whenever it is requested by your supervisor or a member of management.

### IF YOU LEAVE US

Every team member is free to terminate his or her employment at any time, with or without cause and with or without notice. Likewise, the Company is free to terminate an team member's employment at any time for any reason with or without notice.

We anticipate that your association with Apex will be pleasant. However, should you find it necessary to leave us, we ask that you provide your supervisor with as much advance notice of your departure as you can. Your thoughtfulness will be appreciated.

If you leave the company voluntarily, you may be eligible for rehire. Rehire decisions are at the sole discretion of Apex and do not change the at-will nature of employment with Apex. Former team members are required to pass a drug screen and background check before rehire.

## **II. EMPLOYMENT STATUS**

### INTRODUCTORY PERIOD OF EMPLOYMENT

The first ninety (90) days of your employment are the introductory period. It is designed to give you a chance to become familiar with the Company and to learn your job. It also gives your supervisor a chance to work more closely with you while you learn about your job, and to evaluate your performance. During this period, you may be placed in different tasks if needed.

The introductory period is just that -- an introduction. Completion of the introductory period signifies our hope that you will be capable of functioning fully in your position. Completion of

the introductory period is not, nor should it be seen as, unqualified acceptance by the Company of your performance or an assurance of continued employment.

### TEAM MEMBER CLASSIFICATIONS

A number of different types of team members are employed by Apex.

Introductory Team members - All team members, during the first 90 days of employment, or any extension of that period. Introductory Team members may be eligible for some, but not all Company benefits.

Regular Full-Time Team Members – Non-exempt team members who complete the introductory period and who are regularly scheduled to work at least 40 hours per week and exempt team members who complete the introductory period and who are regularly scheduled to work 5 days a week. Regular Full-Time Team members are eligible for all Company benefits.

Regular Part-Time Team Members – Non-exempt team members who are regularly scheduled to work less than 40 hours per week and exempt team members who are regularly scheduled to work less than 5 days a week.

Temporary Team Members - Team members who are hired for a specific task or project, usually involving fewer than 180 days. Temporary Team members are not eligible for Company benefits.

Non-Exempt Team Members - Hourly Team members (may be Regular Full-Time, Part-Time or Temporary) who are covered by the overtime provisions of the federal Fair Labor Standards Act and applicable state wage/hour laws. Non-Exempt Team members are entitled to an overtime premium in accordance with state and federal law.

Exempt Team members - Salaried Team members (may be Regular Full-Time or Part-Time) whose work duties exempt them from the overtime provisions of the federal Fair Labor Standards Act and any applicable state wage/hour laws.

An team member may change classifications only upon written notification by the Company. Please speak to your supervisor if you have any concerns or questions about your classification.

### COMPANY SERVICE

Under normal circumstances, your length of service will be determined from the date full-time employment began with the Company. An team member's length of service is important for purposes of determining eligibility and entitlement under certain Company benefit programs such as vacation, group insurance, retirement and service award programs. If an team member has a break in service with the Company less than 18 months in length, he/she will be credited for past service with the Company.

### **III. COMPENSATION & WORK HOURS**

#### **WAGES**

Your pay is influenced by many factors including your skills, experience, salary history, education, nature and scope of your job, performance and the Company's budgetary needs. Wage and salary increases are based on a number of factors, including the Company's financial well-being, your performance and wages within our industry. Length of service may also be among the factors considered. Raises are determined at the discretion of the Company. A good performance review neither guarantees a raise nor promises continued employment with the Company. The Company reviews wages at its discretion and in approximately September of each calendar year when annual reviews are performed.

#### **ATTENDANCE RECORDS**

If you are a Non-Exempt team member, you will use a time card to record your daily starting, ending, and meal times,. You must accurately record the hours you work each day since your paycheck will be based on this Attendance Record.

You are to record when you arrive but under no circumstance more than five minutes prior to your scheduled starting time or five minutes after your scheduled ending time unless specifically authorized.

If you fail to record your starting, ending or meal time; if there is an error in recording your time on your time card; or if you do not take an applicable meal or break time, be sure to notify your supervisor. All Attendance Records must be approved by your supervisor. You may only record your time on your own time card. Doing so for other team members may lead to discipline up to and including discharge.

#### **YOUR WORK WEEK**

Our normal business hours vary seasonally. During holiday periods and special events, operating hours may vary. Your location and your manager will advise you of your specific working hours and will assign your individual work schedule. All park team members should check in with their manager on duty at the start of their scheduled shift ready to perform their work. If nothing urgent or no changes are required the team member should proceed to their assigned workstations.

Exchanging work schedules with other team members is discouraged. However, if it is necessary to exchange schedules, notify your team leader who may authorize an exchange if



possible. Work schedule changes will not be approved for convenience, if the exchange will result in disruption or interference with normal operations, or will result in overtime.

### OVERTIME

If you are a Non-Exempt team member, you will be paid in accordance with state and federal overtime requirements. For all hours worked in excess of eight hours in one day or 40 hours in one week, or for the first eight hours on the seventh consecutive day worked in the same workweek, you will be paid at one and one-half times your regular rate of pay. You will be paid double-time for hours worked in excess of 12 in any workday or in excess of eight on the seventh day worked in any workweek. There may be exceptions to these standards where allowed by law.

Please remember that you are not allowed to work overtime unless it has been authorized in advance by your supervisor. All overtime must be properly documented on your time card.

### YOUR PAYCHECK

For payroll purposes, the workweek starts on Monday and ends on Sunday. The workday starts at 6:01 a.m. and ends at 6:00am the following day. The dates, times and place paychecks are distributed will be posted. Team members are paid every other Friday. When a payday falls on a holiday, you will be paid on the last work day before the holiday.

### Deductions

There are certain deductions we are required to make by law. Your pay stub itemizes the deductions made from your gross earnings. Federal or state laws require that we make deductions for Social Security, Federal Income Tax, State Income Tax where applicable, State Disability Insurance where applicable, and any other legally mandated taxes or deductions. In addition, there may be deductions for items that you yourself authorize such as your contribution for medical insurance, 401K savings plans, etc.

Any questions that you may have about your paycheck or the deductions made should be addressed to the Human Resources Department.

### Direct Deposit

If you wish to have your paycheck deposited directly into your bank account please provide the Human Resources Department avoided check from the account into which you wish your check deposited. Even if your check is deposited directly, you will receive a pay stub describing the amount deposited and deductions taken from your pay. It generally takes two pay periods for direct deposit to take effect.

### Pay Inquiries

Any questions regarding your paycheck should be directed to your supervisor or to Human Resources. At any time, you can send an email to [HR@ApexParksGroup.com](mailto:HR@ApexParksGroup.com) with any question regarding your paycheck or any other issue relating to your employment.

### Payroll Distribution

For team members who do not elect direct deposit, paychecks will be available on payday at your worksite, or you can designate an address to which your paycheck will be mailed.

## MEAL PERIODS & BREAKS

Breaks and meal periods are a good way for you to take a short rest and refuel during your workday; therefore, Apex does not allow you to combine breaks, add them to meal periods, or use them to come in late or leave early.

Breaks and meal periods are not mandatory under federal law, so the laws of each state in which we operate dictate how work breaks and meal periods will be provided. Consult the Human Resources Department or your state-specific handbook supplement for further information about your meal and rest break allowances.

### Breaks

Breaks are counted and paid as time worked. Your supervisor will schedule your rest breaks to best accommodate operating requirements. However, if for some reason your break was not scheduled, you are authorized to take it on your own initiative. In such circumstances, please attempt to coordinate with your supervisor. You will be relieved of all active responsibilities during your break. You may voluntarily elect not to take any authorized break; however, no one is permitted to prevent or discourage you from taking any authorized break. We ask that you do not leave the premises during your breaks, and that you return promptly to your work station at the end of your break.

### Meals

Your supervisor will schedule your meal period to best accommodate operating requirements. However, if for some reason your meal period was not scheduled, you are authorized to take it on your own initiative. In such circumstances, please attempt to coordinate with your supervisor.

You will be relieved of all active responsibilities and restrictions during your meal period and you will not be compensated for that time. You are free to leave the store or facility and use the time as you see fit. You are required to punch out and in for all meal periods, and to return promptly to your work station after the meal period ends.

### Complaint Procedure

If you believe that you have been prevented or discouraged from taking an authorized rest break or meal period (as described above) or from being relieved of all duties during an authorized meal period or rest break, you **must** report the situation to the Human Resources Department and indicate:

1. Your name, work location, and contact number,
2. The date(s) you believe you were prevented or discouraged from taking the rest break(s) and/or off-duty meal period(s),
3. The rest break(s) or off-duty meal period(s) you believe you were prevented or discouraged from taking, and
4. A brief description of the conduct or circumstance that you believe prevented or discouraged you from taking those rest break(s) and/or off-duty meal period(s).

Apex will promptly investigate all such reports and take appropriate action when necessary to assure you are permitted to take all authorized rest breaks and meal periods. Apex prohibits any form of retaliation for making a complaint.

### Non-Compliance with Policy

Patterns and/or habitual behavior demonstrating non-compliance with this policy will be investigated and unexcused failures to comply with this policy will result in disciplinary action, up to and including termination of employment.

## **IV. BENEFIT PROGRAMS**

### YOUR BENEFITS PACKAGE

#### Insurance

All full-time team members are covered under Apex's group health insurance policy after a 60 day benefits qualification period, unless the team member advises us that he or she does not desire such coverage. Information regarding our health insurance, as well as other group benefit plans, is available from the Human Resources Department.

The Company may modify or rescind any benefits provided. If you have any questions about your benefits, please consult the Human Resources Department.

#### HOLIDAYS

The Company provides eight (8) paid holidays to salaried and benefited, hourly team members:

- New Year's Day

- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

A list of the holidays for the year, showing the day of the week they will fall, is available from Human Resources or send an email to [HR@ApexParksGroup.com](mailto:HR@ApexParksGroup.com).

Due to the nature of our business, holidays may not be able to be taken on the day the holiday actually occurs. Holidays must be taken within 10 days prior to the holiday, on the designated holiday, or within 10 days following the holiday in the calendar year, at the discretion of your immediate supervisor. Upon resignation or termination, no unused holidays will be paid out. Holidays will **not** be carried over from year to year.

Benefit-eligible, hourly team members who are required to work on Thanksgiving Day and/or Christmas Day will be paid at 1-1/2 times the team member's regular rate of pay. Make-up holidays for benefit eligible hourly team members will be paid at straight time.

For non-benefitted, eligible team members, team members who work on Thanksgiving Day and/or Christmas Day will be paid at 1-1/2 times the team member's regular rate of pay. Premium pay (1-1/2 x regular rate) does not apply on the day following Thanksgiving or Christmas.

Benefit-eligible team members will be allocated a total of 80 hours of holiday time beginning the first Pay Period of the New Year.

Holidays will be prorated for those team members newly hired or promoted to benefitted positions throughout the year based on their start date. For example, a team member becomes benefitted on May 15<sup>th</sup>. This team member would be allocated six (6) fixed holidays (Memorial Day through Christmas Day). A team member must be on active pay status at the time of the designated holiday to be eligible for the holiday. The Company will accommodate any team member who needs to take a holiday different than the foregoing for religious or cultural reasons. Please communicate with your supervisor significantly in advance of the holiday regarding any accommodation needed. Holidays taken other than those listed above will be without pay if the team member does not want to swap time for a paid Holiday.

### VACATIONS

The Company recognizes the importance of uninterrupted periods of rest and relaxation for all team members. Therefore, we provide a vacation plan, based upon continuous length of service,

for all salaried (exempt) team members and benefit-eligible hourly team members. A copy of the vacation accrual policy is included with the Appendix to this Handbook. Accrual rates vary based on the type of position and years of service with Apex.

#### Vacation Usage and Accrual Cap

Team members should use their accrued vacation during the calendar year it is earned or the following calendar year. The maximum amount of vacation a team member may accrue at any one time is equal to two times the team member's annual accrual rate. For example, a team member with 12 days of vacation per year cannot accrue more than 24 days of vacation in his/her accrual bank. Team members who accrue the maximum amount of vacation will not be eligible to accrue any additional vacation. Their vacation accrual will be capped until their accrued vacation amount is reduced below that maximum. Vacation hours that would have been earned during the capped period will not be retroactive.

Team Members begin accruing vacation time on the first day of their Introductory 90-day period; however, they may not take any accrued vacation until the conclusion of the Introductory period.

#### VACATION PAY

Team members are encouraged to use their accrued vacation during the calendar year it is earned and at a time that does not negatively impact the operations of the park. It is important for the health and well-being of each team member that they have an opportunity for rest and relaxation. The vacation benefit is for the purpose of rejuvenation from the daily pressures of work.

#### Vacation Scheduling

Vacation requests should be submitted to your immediate supervisor at least two (2) weeks prior to the planned vacation date. Every effort will be made to schedule vacations to meet your request as long as it does not unreasonably interfere with the operations of the company.

If vacation requests are in conflict between two or more team members within a department and all cannot be away at the same time, the priority will be based on seniority, as long as the senior team member's request was received first. Otherwise, the earliest request will normally be honored.

#### Vacation and Holidays

If a Company-recognized holiday falls during a scheduled vacation, the holiday time off will not be charged against the team member's accrued vacation time.

Upon termination of employment, all accrued but unused vacation hours will be paid out.

#### PAID SICK LEAVE

All full-time team members will be eligible for paid sick leave based on their regular hours worked, and will receive payment for sick time at their normal base rate of pay. Sick leave time will accumulate at the rate of 6 days per year. Unused sick leave will not carry over from year to year. Special rules exist for California team members, effective July 1, 2015. Please consult the California Team Member Supplement.

Sick leave may be used for the team member's own illness or for that of a family member or significant other. You must notify your supervisor whether sick leave time is being taken for your own illness or to attend to the illness of a family member or significant other.

If you are on sick leave for five or more business days, you must present a certificate from your medical practitioner stating that the leave was necessitated by your illness or injury, releasing you to return to work, and setting forth any restrictions or limitations on your ability to perform your job. If you are on sick leave for five or more business days to attend to the illness of your family member or significant other, you must present a certificate from their medical practitioner stating leave was necessitated by their illness.

Hourly, non-exempt team members, may use sick time to make up for missed work hours due to a doctor's appointment during normal work hours. However, as much as possible, appointments should be scheduled before or after work hours or during a team member's scheduled time off.

Apex will not pay team members for unused sick leave upon termination of employment.

#### Call-In Procedures

If you find it necessary to be absent from work, follow this specific reporting procedure: First, call your supervisor at the beginning of the first day of absence with an explanation of the reason, expected duration, and discuss coverage for your scheduled shift. Second, find a replacement for your shift. It is your responsibility to find a replacement and ensure that there will not be a disruption or interference with normal operations. The replacement will not be approved if the coverage will result in overtime.

Then, unless other arrangements have been made through the supervisor, call again at or before your normal starting time every day during the absence. Failure to call on any day will classify your absence as unexcused and will be considered a serious matter.

If you find it necessary to leave work before your shift ends, you must first obtain authorization from your supervisor. If you do not obtain prior authorization from your supervisor, this will be considered job abandonment and will be grounds for immediate suspension and/or termination.

#### RAINY AND SNOW DAY PROCEDURES

Because a day is rainy, snowing or cloudy does not mean you should not report to work. If it is a rainy or snowy day, you must call your location two hours prior to your shift if possible, and ask

your manager if you should come to work or not. If you cannot call, you still have the responsibility to show up for work.

#### Job Abandonment

This is when you fail to notify the Manager on duty for three consecutively scheduled shifts that you will not be reporting to work. This is considered a voluntary termination and will affect possible future employment with the Company.

### PERSONAL LEAVES OF ABSENCE

Personal leaves of absence without pay may be granted to Full or Part-Time team members who have completed at least twelve (12) months of continuous service. Temporary team members are not eligible for personal leaves of absence. A personal leave of absence may be considered when the team member has a need for a leave that is not covered by other leaves of absence given by the Company. Personal leaves may not be taken to extend the length of any other leave of absence.

A written request for a personal leave of absence must be presented to your supervisor at least 4 weeks before the leave is to begin. Your request will be considered on the basis of the compelling nature of the reason given, the length of time requested, our business requirements, your length of service and your performance record.

The leave of absence, when granted, will be for a period of up to thirty (30) days. Under unusual circumstances an extension of a personal leave of absence may be granted for a like period if a written request is submitted and approved in writing by Human Resources prior to the expiration of your leave.

#### Insurance

During a personal leave, the team member must continue to pay their portion of all premiums during the leave to continue participating in the Company insurance plans. Failure to pay the premium will result in cessation of coverage upon non-payment of premiums during the leave.

#### Other Work

If you have been granted a personal leave of absence, you may not accept other work during such leave without prior written approval of the Human Resources Department.

#### Failure to Return to Work

Failure to return to work on the expiration of your leave will be deemed a voluntary resignation of your employment with the Company.

#### Reinstatement

If your leave is for fewer than 30 days, the Company will attempt to return you to your former position or to place you in a comparable job. If your leave exceeds 30 days or your job has been filled, eliminated, or no comparable job exists, you may, in the Company's discretion, be placed in an existing job for which you are qualified or on a preferential recall list.

### MEDICAL LEAVES OF ABSENCE

The Company provides an unpaid medical leave of absence due to illness or injury in certain situations for eligible team members. If you are unable to work due to illness or injury, you should give written notice of your illness or injury to your supervisor as soon as possible. Requests for leaves for elective surgery should be submitted at least thirty (30) workdays in advance. Leave requests must include a doctor's certificate stating the date on which the inability to work will begin, the probable duration of the need for leave, a statement that you are unable to work at all or are unable to perform one or more of the essential functions of your position with or without reasonable accommodation and the expected date of return to work.

You must use any accrued paid time off, including vacation and sick time, during your medical leave. The substitution of paid leave for unpaid leave will not extend the maximum duration of your leave. For California team members, we encourage you to contact the Employment Development Department regarding your eligibility for state disability insurance for the unpaid portion of your leave. For non-California team members, please contact the Human Resources Department regarding company-paid disability insurance.

During a medical leave, you must pay your portion of the insurance premiums on the first of the month to continue participation in the Company benefits plans. You will not accrue vacation, sick leave, holiday pay and other benefits based on length of service during your leave of absence.

The leave of absence will be for a period of up to three (3) months, unless otherwise required by law. The leave of absence may be extended on a month-to-month basis for a maximum of one (1) month upon your written request to the Company, with proof of continued disability. If you request an extension of your leave, you must submit a doctor's certificate of continued disability for each month that the leave is extended.

When you are able to return to work, you should give the Company at least two weeks' notice by sending the Human Resources Department a doctor's certificate stating that you are physically able to return to your duties with or without accommodation. This notice is important so that your return to work is properly scheduled.

Unless otherwise required by law, we will make reasonable efforts to return you to the same or similar job and at the same rate of pay held prior to the leave of absence, subject to operational requirements that may exist. If you do not return to work on the originally scheduled return date nor request in advance an extension of the agreed upon leave with appropriate medical



documentation, you will be deemed to have voluntarily resigned from your employment with the Company.

In addition, failure to notify the Company of your availability for work when it occurs, failure to return to work when called by the Company and medically able to do so, or your continued absence from work because your leave must extend beyond the maximum time allowed, may be deemed a voluntary resignation of your employment with the Company.

### PREGNANCY DISABILITY AND MATERNITY LEAVE OF ABSENCE

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and a team member on pregnancy disability or maternity leave will be eligible for temporary disability benefits in the same amount and degree as any other team members on leave. Consult Human Resources or your state-specific handbook supplement for further information.

If you are planning on taking pregnancy disability leave, advise the Human Resources Department as early as possible so that the following can be discussed:

- When a leave is expected to begin and how long it will likely last;
- If the need for a leave or transfer is foreseeable, you must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin; if 30 days' advance notice is not possible, notice must be given as soon as practical;
- Advise your supervisor and the Human Resources Department regarding the scheduling of any planned medical treatment in order to minimize disruption to the operations of the company. Any such scheduling is subject to the approval of your health care provider;
- Upon your request and recommendation of your health care provider, your work assignment may be changed if necessary to protect the health and safety of you and your child;
- Requests for reasonable accommodations, such as modifications to job duties, will be considered;
- Temporary transfers due to health considerations will be granted when possible. However, you will receive the pay that accompanies the job, as is the case with any other temporary transfer due to non-job related temporary health reasons;
- Pregnancy leave usually begins when ordered by your health care provider. You must provide the Human Resources Department with a certification from your health care provider indicating disability, which should contain:
  - The date on which you became disabled due to pregnancy;
  - The probable duration of the period or periods of disability; and
  - A statement that, due to the disability, you are unable to perform one or more of the essential functions of your position without undue risk to you, the successful completion of your pregnancy, or to other persons.
  - Return from leave will be allowed only when your health care provider provides a release, which should include work restrictions, if any;
  - Except as provided by applicable law, you will be required to use available vacation concurrently with your pregnancy disability leave;

- If eligible, FMLA leave will run concurrently with any pregnancy disability or maternity leave;
- Duration of the leave will be determined by the advice of your physician; and
- Leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one hour or more.

If you wish to add your newborn to your health insurance coverage, be sure to enroll within 31 days of the birth. Contact the Human Resources Department for forms and more information.

Under most circumstances, upon submission of a medical certification that you are able to return to work from a pregnancy disability leave, you will be reinstated to the same position you held at the time the leave began or to an equivalent position, if available. However, you have no greater right to reinstatement than if you had been continuously employed.

## FAMILY AND MEDICAL LEAVE POLICY

### Family / Medical Leave

The Family Medical Leave Act (FMLA) requires private employers with 50 or more team members and all public employers and private schools to provide unpaid leave to team members in certain circumstances. This policy (“FMLA Policy”) is designed to comply with the law.

### Reasons for Leave

As described below, team members may be eligible for up to twelve (12) weeks of family/medical leave during any 12-month period for any of the following reasons:

1. For the birth of a child, and to care for that newborn child.
2. For the placement with the team member of a child for adoption or foster care.
3. To care for the team member’s spouse, child, or parent with a serious health condition.
4. Because of a serious health condition that makes the team member unable to perform the functions of the team member’s job.

For purposes of family / medical leave, “child” means a (1) biological child, (2) adopted child, (3) foster child, (4) step-child, (5) legal ward, or (6) child of a person standing *in loco parentis*, who is either (1) under the age of 18, or (2) incapable of self-care because of a disability. Apex will provide additional family/medical leave to the extent required by state law.

### Eligible Team Members

Only team members who have worked for Apex for at least 12 months and who have worked 1250 hours or more within the preceding 12 months are eligible for family/medical leave. In addition, in order to be eligible, team members must work at a facility where at least 50 team members of the company work within a 75-mile radius.

### Computing the 12-Week Period

Eligible team members may take no more than 12 weeks of family/medical leave in any 12-month period. Apex has elected to measure the 12-week limit against a rolling 12-month period, as opposed to any fixed calendar or fiscal year; stacking of consecutive 12-week leave periods is thus not permitted.

### Special Restrictions on Leave for Birth, Adoption, and Foster Care Placement

Family/medical leave for a birth or placement for adoption or for foster care must be completed within one year of the birth or placement. For example, if a husband and wife both work for Apex, they are entitled only to a total of 12 weeks combined (not 12 weeks each) where leave is taken in connection with a birth, adoption, or foster care placement.

### Leave is Unpaid

Family/medical leave is unpaid unless some form of paid leave is available to be used simultaneously. See “Simultaneous Use of Paid Leave” below.

### Simultaneous Use of Paid Leave

Team members must exhaust any applicable and available paid leave (such as vacation, sick leave, or short term disability) before beginning unpaid family/medical leave. Time taken as paid leave that also qualifies as family/medical leave will count against both the paid leave allowance and against the annual 12-week allowance of family/medical leave. Restrictions and requirements described below will not apply to any paid portion of family/medical leave. However, restrictions and requirements otherwise applicable to the type of paid leave in question (e.g., medical certification for sick leave) must be observed as usual.

### Advance Notice Requirement

When the need for leave is foreseeable, such as the birth of a child or planned medical treatment, team members must give Apex reasonable notice of the need to take family/medical leave. This notice should be given at least thirty (30) days before taking the leave where possible, and the Team Member should make efforts with his/her supervisor to schedule the leave so as not to disrupt operations. Failure to give advance notice of foreseeable leave may result in denial of the request.

### Procedures

To request family/medical leave, a team member should obtain, complete, and sign a Family/Medical Leave Request Form and submit it to the Human Resources Department or his/her supervisor. Team members who submit FMLA leave will also need to obtain and submit a completed and signed Certification of Health Care Provider within 15 days of submitting Request Form.

Team members who have not submitted Request Forms who notify the company that they need to take leave for an FMLA qualifying reason or that they are on leave for such a reason, should be provided with copies of the Request Form and Certification Form within two business days of such notification, absent extenuating circumstances. Said team members should also receive a completed Notice of FMLA Rights and Responsibilities ("Notice Form") at the same time. If Apex designates the leave as falling under FMLA, the team member must return the completed, signed Request and Certification Forms to Apex within 15 days of the team member's receipt of the blank forms. Failure to return the Forms within such period may result in denial of leave, with the result that the relevant absence will neither count toward the team member's 12 week allowance nor be protected from disciplinary consideration.

If a team member is or has been absent for a reason which would qualify as family/medical leave where the company has not designated or approved the leave as FMLA leave and earlier notice was not possible, Apex must be notified of the reason for the absence no later than two business days of the team member's return to work. In the absence of timely notice to Apex, the team member may not subsequently assert FMLA protection for the absence.

Team members who submit Request Forms and/or notify the Apex of the need to take leave for an FMLA qualifying reason or that they are on leave for such a reason should be provided or mailed a completed Notice of FMLA Right and Responsibilities ("Notice Form") within two business days thereafter, provided the team member has submitted the Request Form or notice is given no later than two days after the team member's return from leave. Copies of the above mentioned forms should be available upon request from Human Resources.

#### Certification Requirements

If a team member requests family/medical leave because of the team member's, team member's spouse, team member's child's, or parent's serious health condition, the team member must provide appropriate certification from a health care provider before taking leave. If the certification cannot be provided before taking leave, it must be provided as soon as possible.

Family/medical leave certification must state (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts regarding the condition within the knowledge of the health care provider. If leave is requested for a team member's own serious health condition, the certification must include a statement that the team member is unable to perform the functions of his/her position. If leave is requested to care for a child, spouse, or parent with a serious health condition, the certification must include a statement that the team member is needed to care for the family member, and must include an estimate of the amount of the amount of time the team member will be needed to provide care. If

a team member requests intermittent leave or leave on a reduced work schedule for planned medical treatment, the certification must state the dates on which such treatment is expected to be given and the expected duration of such treatment. Please ask the Human Resources Department or your supervisor for an appropriate form.

In its discretion, Apex may require a second medical opinion. If the first and second opinions differ, Apex may require the binding opinion of a third health care provider, approved jointly by the team member and Apex.

As often as every thirty (30) days as leave continues, Apex may, in its discretion, require re-certification of any medical necessity for leave and/or the team member's intent to return to work. Apex may require a fitness-for-duty certification from a health care provider upon a team member's return from leave related to the team member's own serious health condition.

#### Genetic Information Nondiscrimination Act

Title II of the Genetic Information Nondiscrimination Act ("GINA") bars employers from acquiring genetic information except in certain narrow circumstances and requires employers to keep any genetic information received as confidential. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. GINA prohibits employers from requesting or requiring genetic information of team members or their family members, except as specifically allowed by this law. In order to comply with this law, we are asking that you not request or provide any genetic information in the workplace, or to representatives of the company at any time when responding to requests for medical information, unless required to make medical certification complete under the FMLA.

To be clear, the exceptions to GINA's prohibition on acquiring genetic information include: (1) "inadvertent" acquisition of such information, and (2) when an employer requests family medical history in a lawful request for certification under the FMLA, American Disabilities Act or other state or federal law.

#### Limitations on Intermittent Leave

To care for a family member with a serious health condition, or because of a team member's own serious health condition, a team member may take leave on an intermittent or reduced work schedule if such schedule is medically necessary. Intermittent leave counts on a *pro rata* basis toward the annual 12 week limit. Intermittent leave is not permitted for the birth or adoption of a child without Apex's express agreement. Where intermittent family/medical leave is taken, the team member's pay may be reduced to reflect unpaid leave time, except that a salaried team member's pay will not be reduced for a partial-day absence unless the leave for such absence mandated by the FMLA.

If a team member requests intermittent leave, or a reduced work schedule due to planned medical treatment, Apex may require the team member to transfer temporarily to an available alternative position for which the team member is qualified and which better accommodates recurring periods of leave than does the team member's regular position. If this happens, the team member's pay and benefits will be the same as they would have been in the original position.

#### Benefits During Leave

During a family/medical leave, the company will continue to provide access to whatever group health insurance coverage, if any, it offers to similarly-situated active team members. However, team members on such leave must continue to pay any portion of benefit premiums they would otherwise pay as active team members. Such portions of the premium must be paid to Apex, and are due on the date they would have been paid by payroll deduction if the team member were not on leave. If a team member taking family/medical leave receives pay for working a reduced schedule and/or available paid leave, the team member's portion of the premium will be deducted from the paycheck. The team member's failure to pay his/her portion of the premium for any reason may result in the loss of coverage.

If a team member does not return to work after family/medical leave, Apex may require the team member to reimburse it for the full cost of any premiums paid by Apex to maintain health insurance coverage during the leave of absence, unless the failure to return to work was for reasons beyond the team member's control.

#### Benefit, Paid Leave, and Service Accrual

Benefits and paid leaves that normally accrue to active team members may or may not accrue while a team member is on unpaid leave (including unpaid family/medical leave). Similarly, such time may or may not be counted toward years of service used to determine seniority, paid leave entitlement, or benefits in the future. Accrual during unpaid leave will depend on the relevant policies or plan documents, as interpreted in the discretion of Apex or its designees. Benefits, paid leaves, and service will, however, accrue during any paid portion of family/medical leave to the same extent they normally would if the team member were not on leave.

#### Relationship to Other Unpaid Leaves

Any team member who is granted unpaid personal leave which is not mandated by the FMLA will be treated no more favorably in regard to the restrictions and requirements described above than team members on family/medical leave. For example, team members on other unpaid personal leave will be subject to the same requirements as team members on FMLA leave to exhaust applicable and available paid leaves, provide advance notice, and pay their normal benefit contributions.

### Job Restoration

Upon return from family/medical leave, a team member will generally be reinstated to the same or an equivalent job with the same pay, benefits, terms and conditions of employment. However, team members on family/medical leave have no more right to job restoration than if they had been continuously employed during the paid leave period. Furthermore, “key team members” (i.e., salaried team members in the top 10% by compensation of all team members within 75 miles of the worksite) may be denied job restoration where it would cause substantial and grievous economic injury to Apex’s operations.

### REHABILITATION LEAVE

Our Company is committed to providing assistance to our team members to overcome substance abuse problems. Our Company will reasonably accommodate any team member who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided the accommodation does not impose an undue hardship on the company. You may also use accumulated sick leave for this purpose.

Team members who take the initiative of advising their supervisor or manager in advance that they have a medical problem with regard to alcohol or drug use, have not engaged in misconduct or repeated poor performance at work and who demonstrate a commitment to take the necessary remedial action will be eligible for this leave of absence for such purpose and will not be subjected to disciplinary action.

You should notify the Human Resources Department if you need such accommodation. The Company will take reasonable steps to safeguard your privacy with respect to the fact that you are enrolled in an alcohol or drug rehabilitation program.

### TIME OFF FOR VOTING

In the event an team member does not have sufficient time outside of working hours to vote in a statewide election, the team member may take off enough working time to vote. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. An team member will be allowed a maximum of two hours of voting leave on election day without loss of pay. Where possible, the supervisor should be notified of the need for leave at least three working days prior to the election day.

### TIME OFF FOR SCHOOL CHILDREN

Parents, guardians or grandparents having custody of school children from kindergarten through Grade 12 or who attend licensed child day care facilities are provided unpaid time off to participate in school or day care activities. The Company may require proof that the team member participated in the school activities. Team members may use accrued vacation time or

take unpaid time off for this purpose. Reasonable notice must be given to the supervisor or manager before taking any time off for school children. Parents or guardians of school children who have been suspended are also allowed to take unpaid time off to appear in the school of the pupil pursuant to a request from the school.

### MILITARY LEAVE

If you are called to active duty in the U.S. military, Reserves or California National Guard, you are eligible for unpaid military leave of absence in accordance with state and federal law. Present your supervisor with a copy of your service papers as soon as you receive them.

During your absence, your length of service accumulates, and your benefits will continue as required by applicable law. Upon application within the appropriate time period after your date of discharge from military service, you will receive the then-current rate of pay and the then-current benefits.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed 17 days (including travel). However, if you prefer, you may use your earned vacation time for this purpose. You should give your supervisor as much advance notice as possible so that we can have proper coverage while you are away.

### BEREAVEMENT LEAVE

We know that the death of a family member or significant other is a time when you will want to be with your loved ones. Should you lose a member of your immediate family (including a significant other), you will be allowed time off to help you attend to your obligations and commitments. Reasonable time off without pay will be granted by your supervisor as the location of the funeral and closeness of the relationship dictates. Regular Full-Time team members who have completed at least ninety (90) days of continuous employment will be given paid time off for bereavement leave according to the following schedule:

- Three (3) days will be granted if the funeral is within the state and four (4) days if the funeral is outside the state for immediate family, which includes spouse (or significant other), child, parent, sister or brother and grandparents, mother-in-law and father-in-law, stepparents and stepchildren;
- One (1) day will be granted for relatives not in the immediate family, which includes uncles, aunts, cousins, nephews, nieces, brother-in-law and sister-in-law.

Team members on vacation may not receive both vacation pay and paid bereavement leave for the same days. Team members on leaves of absence are not entitled to funeral leave. We may require verification of death.



## JURY AND WITNESS LEAVE

### Jury Duty/Acting as a Witness

We think it is your civic duty to serve on a jury panel. For this reason, you will be granted a temporary leave of absence if you are called for jury duty. Regular Full-Time team members who have completed 90 days of continuous service will be paid the difference between regular straight-time pay and the jury pay for each day of work missed due to jury duty up to a maximum of 5 days in any calendar year.

You must present your jury summons to your supervisor as soon as you receive it. Of course, you are expected to report for work during hours or days that your presence is not required on the jury panel. An team member who does not report to work when available will not receive pay for the day.

You may be required by law to appear in court as a witness. The Company provides unpaid time off for this purpose. We ask that you give your supervisor as much advance notice of when you will be absent as possible.

## **V. CONDUCT & WORKING CONDITIONS**

### SEARCHES OF TEAM MEMBERS ON COMPANY PROPERTY

To protect team members and the Company from theft, and to enforce Company policy prohibiting other misconduct, including the possession or use of drugs, alcohol, weapons and stolen property, the Company reserves the right to search team members and their personal property while on Company property (e.g., vehicles, clothing, packages, purses, brief cases, lunch boxes, or other containers brought onto Company premises) when there is reason to believe that Company policy is being violated. Team members are expected to cooperate when such searches are conducted.

The Company provides property to team members for their use (e.g. lockers, desks,, etc.). Team members should not have any expectation of privacy with respect to Company owned or provided property. Searches of Company facilities and property, including Company property in the possession of the team member, can be conducted at any time and do not have to be based upon reason to believe that Company policy is being violated. Team members who withhold permission for the Company to search Company supplied property including desks and lockers will be subject to discharge.

## PERSONAL BELONGINGS

The Company will not be responsible or liable for any personal property of an individual that is lost, stolen or damaged. The responsibility for safeguarding, replacing or repairing personal property while on Company premises or in a Company-owned vehicle is strictly that of the team member. Consequently, we encourage team members not to bring personal property to work.

## BULLETIN BOARDS

Important company notices and items of general interest are continually posted on our bulletin boards. Please review them frequently to keep up with current activities. Do not post or remove any material from the bulletin boards. All postings must be approved by the Human Resources Department.

## VISITORS

With few exceptions, personal visitors are not permitted during work hours. Visitors are required to register with the manager on duty and are not permitted in work areas unless accompanied by authorized personnel.

## SOLICITATION AND DISTRIBUTION

We believe that team members should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind by one team member of another team member is prohibited while either person is on working time. Solicitation by non-team members on Company premises is prohibited at all times.

Distribution of advertising material, handbills, or printed or written literature of any kind in working areas of our Company is prohibited at all times. Distribution of literature by non-team members on Company premises is prohibited at all times.

## ANTI-HARASSMENT POLICY

The Company does not tolerate harassment or bullying of our job applicants or team members by other team members, supervisors, or any vendors or guests. Harassment of third parties by our team members is also prohibited. Any form of harassment on the basis of race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition, pregnancy, childbirth and related medical conditions, genetic characteristic, sex, sexual orientation, military service, military or veteran status, citizenship or intent to become a U.S. citizen, , or any category protected by federal, state or local law is a violation of this policy

and will be treated as a disciplinary matter. While it is not easy to define precisely what harassment is, it includes slurs, jokes, teasing, bullying, and other uninvited abusive, verbal, graphic or physical conduct by one individual toward another. The Company has a zero tolerance for harassment and is committed to a workplace free of any unlawful harassment.

#### Harassment Defined

Harassment (which may include "bullying behavior") is unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Examples of harassment include verbal (including slurs, jokes, insults, epithets, gestures or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct constitutes harassment when: (1) it has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or (2) it has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) it otherwise adversely affects an individual's employment opportunities. It is not considered harassment of any sort for managers/supervisors to enforce job performance & conduct standards.

#### Sexual Harassment Defined

Sexual harassment can include all of the above actions as well as other unwelcome conduct such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; and (3) such conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive environment. Examples of sexual harassment include:

- Unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- Requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- Obscene or vulgar gestures, posters or comments
- Sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies
- Propositions, suggestive or insulting comments of a sexual nature
- Visual harassment such as derogatory cartoons, posters and drawings
- Sexually explicit e-mail, or voice mail
- Uninvited touching of a sexual nature
- Unwelcome sexually related comments
- Conversation about one's own or someone else's sex life

- Conduct or comments consistently targeted at only one gender, even if the content is not sexual
- Teasing or other conduct directed toward a person because of his or her gender

**Harassing or "bullying" conduct is unacceptable in the workplace and any work-related settings such as business trips and business related social functions.** The harasser may be someone's supervisor, co-worker, client, customer, vendor or other third party.

### Reporting

Team members should promptly report any incident of harassment, whether by a team member, or a non-team member to their department supervisor/manager or any other supervisor/manager with whom the team member feels comfortable. **Complaints may be reported anonymously to Human Resources by mail or by email at HR@ApexParksGroup.com.** Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate.

### Investigation

Every report of harassment will be investigated thoroughly and promptly. The Company will attempt to keep the investigation confidential to the extent possible.

Managers and supervisors who receive a complaint of this nature or observe conduct that may violate these policies must contact the Human Resources Department immediately. The Human Resources Department will provide guidance as to the course of action to be followed or will investigate the reported complaint.

### No Retaliation

The Company prohibits any form of retaliation against individuals who report unwelcome conduct or who cooperate in the investigation of such reports. In accordance with this policy the company will take appropriate disciplinary action for any such retaliation, up to and including discharge.

## DISPUTE RESOLUTION

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Therefore, Apex encourages you to talk to your supervisor, or the Human Resources Department, or to make use of the company's open door policy, to help resolve problems early and effectively.

Most incidents resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or to Apex, as a condition of your employment and/or continued employment with the company, you and Apex agree to arbitrate nearly all disputes arising out of or relating to your employment with the company. Arbitration provides a cost-effective, efficient, binding

method of resolving claims, without the expense, uncertainty, and delays associated with taking a case to court.

Your agreement to arbitrate employment-related disputes is set forth in a document that has been separately provided to you entitled “Mutual Binding Arbitration Agreement.” Your agreement to Apex’s Mutual Binding Arbitration Agreement is a term and condition of employment. That agreement sets forth the claims that are covered by the agreement, and those claims which are not. It also sets forth the procedure for initiating the arbitration process and the rules applicable to the arbitration proceedings. If you have any questions regarding the arbitration process, what claims are covered and what are not, or how to initiate an arbitration proceeding, please contact the Human Resources Department or the Legal Department.

### REASONABLE ACCOMMODATIONS

#### Disability

The Company complies with the Americans with Disabilities Act and applicable state and local laws providing for non-discrimination in employment against qualified individuals with disabilities. The Company provides reasonable accommodation for such qualified individuals with disabilities in accordance with these laws. Qualified individuals with disabilities may make requests for reasonable accommodation through the Human Resources Department. You will be provided with an Accommodation Request Form to complete and, if applicable, a Medical Certification Form for your healthcare provider to complete.

### DRIVING FOR COMPANY BUSINESS

From time to time, you may be required to drive as part of your job. For your own safety and the safety of others, if you are asked to drive on Company business, the Company requires that you have a valid and current driver’s license and that you carry legally mandated automobile insurance. Prior to beginning any business related travel you must notify your supervisor if you do not have a valid and current driver’s license or automobile insurance so that your supervisor can make other travel arrangements. This policy does not apply to your regular commute to work.

### CELLPHONE USE POLICY

In order to provide our guests with the level of safety and customer service they deserve, and to avoid the safety concerns and distractions caused by the use of cell phones in the workplace, cellphones may not be carried on a team members person while on duty at any time unless approved by a member of park management. Any team member observed talking, texting, or using a cell phone (including listening to music) while on duty **is subject to immediate termination of employment for the first offense.**

Team members who drive vehicles as part of their job responsibilities are strictly prohibited from texting or using their cell phones while operating a vehicle. Distracted driving while on duty may result in immediate termination.

### ATTENDANCE

The success of our Company depends upon the cooperation and commitment of each member of our team. Therefore, your attendance and punctuality are extremely important. Your fellow team members must bear the burden of your absence. Your responsibility to our Company and your fellow team members requires good attendance.

Please be at your work place and ready to work at your starting time. Give yourself enough time to make preparations to begin work prior to your starting time. However, we request that you do not report to work more than five minutes before your starting time without your supervisor's permission. We also ask that you not stay more than five minutes after the end of your work day without your supervisor's permission.

We recognize that there may be times when your absence or tardiness cannot be avoided. In that event, notify your supervisor before your scheduled shift start time. Unless you have made other arrangements with your supervisor, you should call your supervisor each day of your absence.

Failure to give your supervisor notice of your absence or tardiness is serious. Failure to notify us may also result in disciplinary action, up to and including termination. If you are absent due to illness of yourself or a family member for three or more work days, we will require you to produce a doctor's certificate. If you fail to contact your supervisor regarding your absence for three consecutive scheduled shifts, you will be considered to have voluntarily resigned from your employment with the Company.

Team members who are repeatedly tardy and/or repeatedly absent for reasons other than military, jury duty or approved medical, FMLA or other approved personal leave of absence will be treated with appropriate disciplinary action. This action may include verbal or written warning, suspension without pay, or termination. This applies whether or not some or most of the absences have been excused.

### WORKPLACE VIOLENCE POLICY

We are strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to team members and damage to Company property. We specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations and informing management accordingly.

### Prohibited Conduct

Threats, threatening language, bullying, abusive conduct, or any other acts of aggression or violence made toward or by any team member WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose of domination or intimidation.

### Procedures for Reporting a Threat

All potentially dangerous situations including threats by co-workers should be reported immediately to your supervisor, another available supervisor, or the Human Resources Department. Reports of threats may be made anonymously. All threats will be promptly investigated. No team member will be subject to retaliation, intimidation or discipline as a result of reporting a threat in good faith under this policy.

If an investigation confirms that threat of a violent act or violence itself has occurred, the Company will take appropriate corrective action with regard to the offending team member.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our workplace. Indeed, we want to take every precaution to protect everyone from the threat of a violent act by a team member or anyone else.

If you have any questions about this policy, please speak with the Human Resources Department.

### SAFETY

Apex has a strong commitment to providing a safe and fun workplace environment for team members and guests. In order to meet these objectives all team members must share in the responsibility of maintaining safety standards. The safety rules and provisions included in this Handbook are only a small part of the total safety program offered at your location. See Apex Safety Precaution Procedures for more detailed Safety Information. For any questions regarding park specific safety precaution procedures, refer to your team leader or supervisor.

The entire staff is expected to maintain a clean and orderly facility and comply with safety rules and emergency procedures. Requirements also include the use of safety equipment and reporting any accident or potential hazard to his/her team leader immediately. Please learn the location of all exits and safety equipment in your work area.

With your help, Apex will be a fun and safe place to work and play!

## WORKERS' COMPENSATION

Workers compensation benefits, which are specified by law, are provided by the Company to protect team members in the event of a work related illness or injury resulting in medical care and/or lost work time. Under workers compensation benefits, medical expenses in connection with the work related injury or illness would be paid in full by the employer's insurance carrier. If lost time results, benefits covering lost wages will begin after three days waiting period. Lost time must be authorized with physician's certificate. The standard leave of absence policy will be followed for those who must be absent due to a work-related injury.

In order to avoid possible delay in processing workers compensation claims. It is essential that all work-related injuries be reported immediately when they occurred. No matter how minor an on-the-job injury might appear, it is important that it be reported immediately.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payment is guilty of a felony.

## POSTING ON SOCIAL MEDIA

### COVERING BOTH ON-DUTY AND OFF-DUTY CONDUCT

The Company recognizes the importance of the internet and social media sites in our business and our personal lives. For our business, the internet is a vital tool for accessing public opinion, and generating more publicity for the Company. In your personal lives, it's an important communication tool to network and share ideas and experiences with family members, friends and contacts. The Company is committed to supporting your right to interact knowledgeably and socially on the web through blogging and interaction in social media. The Company does want to remind you, however, that there are rules of behavior that govern such interaction that are similar to the communication rules in effect in the workplace. If your activities on the blogosphere or on social media sites impacts your work performance, the Company, or its team members, products, guests, relationships or reputation, the Company has a legitimate business interest in monitoring and responding to those activities.

The purpose of this Policy is to help you make appropriate decisions about your social media activity that may impact the workplace, including the contents of your blogs, personal websites, postings on social networking sites, wikis and other interactive sites, postings on video or picture-sharing sites, or in the comments that you make online on any social media site or elsewhere on the public internet, and in responding to comments from posters either publicly or via email. The Company's policies regarding use of email and use of the internet remain in effect in the workplace. This Policy will help you to engage in respectful and appropriate interaction



with people on the internet. It is also designed to help you protect the privacy, confidentiality, and interests of the Company and its current and potential products, team members, partners, guests, and competitors.

Please note that this Policy is meant to apply both in and out of the workplace. If you engage in online activity of which the Company becomes aware, that impacts your work performance or the interests of the Company, its team members, products, guests, relationships or reputation, this Policy may apply, and discipline may result, even if the conduct occurred off duty on your personal computer. It is absolutely not the desire of the Company to infringe on your off-duty conduct, but the Company does want you to know that it reserves the right to take action for off-duty behavior if such behavior directly impacts the workplace or the legitimate interests of the Company.

#### General Rules for Interaction that Involves the Company on the Internet

Unless it is part of your job description, you should not be using your work time or Company equipment (computer, PDA, network, etc.) to access or post information on social media sites. As beneficial as these sites may be to your personal life, they can be a significant distraction in the workplace.

If you are accessing or posting to a blog, social media sites or the internet, off duty on your own computer, the general preference would be for you not to discuss anything work-related online, particularly if you are posting information on publicly-accessible sites.

If you are posting online and it is relevant to the discussion to mention the Company and/or its current and potential products, team members, partners, guests, and competitors, you should identify that you are a team member of the Company, and that the views expressed are yours alone and do not represent the views of the Company.

Unless given express permission by your manager in advance, you are not authorized to speak on behalf of the Company, or to represent that you have that authority.

If you are developing a website, writing to a blog or posting to a public site that will mention the Company and/or its current and potential products, team members, partners, guests, and competitors, the Company would appreciate it if you let your manager or the Human Resources Department know. Your manager or a Human Resources Department representative may choose to visit from time to time to avoid any misunderstandings or potential violation of this Policy. If you have any questionable content, it is far better to have sought permission in advance, than be forced to deal with the potential ramifications after the fact. Since violations of this Policy can result in termination of employment, the Company will take all reasonable steps to assist team members in avoiding any breach of this Policy.

#### Confidential Information May Never Be Disclosed

You may never share information that is confidential and proprietary about the Company without the express consent of the Company in advance. Confidential and proprietary information includes information about Company team members (including their status and whereabouts) trademarks, product releases, sales, finances, company strategy, and any other information that

might be considered a trade secret or that has not been publicly released by the Company. These are given as examples only and do not cover the range of what the Company considers confidential and proprietary. If you have any question about whether information can be released publicly, or doubts of any kind, speak with your manager or Human Resources before releasing information that could potentially harm the Company, or its current and potential products, team members, partners, and guests. This obligation is not simply based on this Policy. Disclosing confidential information may be a violation of state or federal law in addition to being the basis for termination of employment.

Under no circumstances may the Company's logo and trademarks be used without the express permission in writing, in advance, from the Company. This is vitally important to prevent the appearance that you speak for or represent the Company officially.

### Computer, Electronic and Telephonic Systems

Passwords are designed to maintain the confidentiality of the Company's business related information and to give Team Members access to all or part of the Company's computer, electronic, facsimile, and/or telephone systems as part of their work functions. They are not designed to provide confidentiality of any personal messages or documents. The Company reserves the right to enter and review all computer databases and electronic transmissions, including, but not limited to, computer, electronic, facsimile, telephone and voice mail systems.

### Privacy Rights and Respectful Behavior

You should speak respectfully about the Company and its products, team members, guests, partners, and competitors. Do not engage in name calling or behavior that will reflect negatively on your or the Company's reputation. Please note that the use of copyrighted materials, unfounded, derogatory or threatening statements, or misrepresentations are inappropriate, and may lead to disciplinary action up to and including termination of employment.

The Company expects that any public statements you make that relate to the Company, or its products, team members, guests, partners or competitors will be well thought out, accurate and professional. Despite disclaimers, your posts and other web interaction can result in members of the public forming opinions about the Company and its team members, partners, and products. Negatively impacting the Company's reputation, regardless of intent, can lead to disciplinary action, up to and including termination of employment.

Respect the privacy rights of team members by seeking their permission before writing about or displaying internal Company happenings that might be considered to be a breach of the team members' privacy or confidentiality.

### You May Incur Legal Liability as well as Loss of Employment

Please be advised that you are legally liable for anything you write or present online. Team members can be disciplined by the Company for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by Company team members, competitors, and any individual

or company that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

The provisions of this section are not intended to limit your right to engage in concerted activity, such as by discussing your job responsibilities, working conditions, or wages and benefits, but instead are intended to place reasonable restrictions on social media activity only to the extent necessary to protect the Company, its products, its services, and its customer and community relations.

### SMOKING

In accordance with California law, smoking is prohibited in all indoor locations on Company property. Additionally, smoking is prohibited within 50 feet of any guest entrance, and team members may not be observed smoking while in uniform in any area where guests are present.

### PERSONAL APPEARANCE

Understand that you are expected to dress and groom yourself in accordance with accepted social and business standards particularly if your job involves dealing with guests. Each manager or supervisor is responsible for establishing a reasonable dress code appropriate to the job you perform.

A neat and clean appearance contributes to the positive impression you make on our guests. Suitable attire and good grooming is expected during working hours or when representing Apex.

A good appearance enhances your own poise and self-confidence and the company image.

Personal appearance should be a matter of concern for each team member. If your manager feels that your attire is inappropriate, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. Your manager has the sole authorization to determine an appropriate dress code and anyone who violates this standard will be subject to appropriate disciplinary action.

#### General Requirements

Each team member is expected to wear the uniform and name badge provided while on the property. The uniform should be clean, in good repair and free from wrinkles and stains. Additionally, the uniform must be of proper size and fit. Please be in your complete uniform before you clock-in for work and when you clock out. Your uniform must not be worn as day-to-day apparel during off duty hours.

#### Pants/Shorts:

All team members except for game technicians and mechanics are required to purchase khaki pants or shorts in a material similar to “Dickies” or “Dockers”. Game technicians and mechanics are required to wear pants of the same material described above. Shorts need to be of a length no shorter than mid-thigh or longer than knee length. Corduroy pants, jeans, warm-up pants,

workout pants, spandex and “cargo style” pants are not acceptable. If there are belt loops on the pants/shorts, a black or brown belt must be worn. Please check with your local Park Manager for any additional / alternative site specific dress codes.

#### Cellphones/Pagers:

Cellular phones and pagers are not permitted as part of the Apex dress code and are not allowed to be carried on a Team Members’ person while on duty, at any time, unless approved by a member of park management.

#### Footwear:

Shoes and socks must be worn at all times. No “flip-flops”, sandals, or open-toed shoes are allowed. Some work locations may require a different shoe type. Tennis shoes are to be a solid black or white with only the shoe company logo adding contrast. No wild or trendy color designs will be allowed for staff footwear. Steel tip shoes are not required for mechanics, but are approved for wear if the mechanic or maintenance person desires. Check with your supervisor for full details.

#### Shirts:

A staff shirt will be required for all team members. From time-to-time a t-shirt will be required that promotes an activity at the parks. These shirts will be provided at no cost to the team member and will be required attire on certain days in the week as scheduled. Managers must wear a company-approved polo shirt that has the local park logo. Nametags are also required.

#### Nametags:

Nametags will be provided by each location. They will have the logo of the local park imprinted on them. A P-touch or similar type of professional lettering will be used to add the team member’s name. Nametags are to be worn on the opposite side of the logo on the shirt and will display only the team member’s first name. Team members are responsible for bringing and wearing their nametag for each shift. Nametags need to be free of any additional stickers or decals. There is a nominal replacement fee for a lost nametag.

#### Hats & Aprons:

Hats and aprons will be company issued and available for all kitchen staff and birthday party hostesses /hosts. General staff will be required to wear a company issued hat if their hair is deemed to be of a non-traditional length or style. General staff operating outside activities may also wear company issued hats.

#### Outerwear:

In the event of cold weather a sweatshirt or lined windbreaker with the park logo will be provided. The sweatshirt will not have a hood and will be the same color as the staff shirt. On

extreme cold days, and with GM approval, employees may wear their personal jacket /sweatshirt that is without any branding, and is of a solid color.

#### Sunglasses:

Sunglasses may be worn in outdoor areas only. Eye contact is an important part of our guest service. Mirrored or completely dark sunglasses are not to be worn.

#### Jewelry and Body Art:

Wedding or engagement rings, watches and single, post-type earrings in each ear are the only approved jewelry items permitted while on-duty. Rings and watches may be forbidden by the local GM if he/she determines that these items are a risk to the staff member's safety while performing their duties. Visible body piercing are not permitted other than a single piercing in each ear. Bracelets, necklaces, chains and other hanging type jewelry are not permitted for safety reasons. Visible body art is not permitted for staff members who interact with guests and must be kept covered at all times.

#### Hair:

Apex requires staff hair to be clean, of a natural hair color, and maintained in a reasonable style that is appropriate for a "family atmosphere" facility. Multi-color hairstyles of colors considered non-traditional are not permitted unless they may be covered fully by a company issued hat. The location GM will determine if a hairstyle conforms to Apex's hairstyle guidelines. Facial hair must be kept properly trimmed and look professional. Enforcement is up to the discretion of the park General Manager. Staff working in food areas must wear a hair net or company issued hat. Staff with long hair working around machinery or mechanical attractions must secure their hair fully under a company issued hat.

#### Makeup:

Team members should maintain a natural look. Nails should be no greater than 1/4" in length beyond fingertips. If nail polish is used, it should be of a conservative color. Team members should be discreet in the use of cosmetics and perfume.

#### Maintenance Personnel:

Mechanics and maintenance personnel will be provided uniforms by a vendor who will maintain them on a weekly basis. Mechanics and maintenance personnel must wear long slacks for additional safety and protection while working on machinery. The company will provide all safety equipment related to performing mechanical or maintenance tasks. This equipment includes but is not limited to eye protection, hearing protection, gloves, and back belts. It is the staff member's responsibility to utilize company provided safety equipment and report to management any damaged or missing equipment so it may be immediately replaced.

Apex Location General Managers may submit to the Corporate Support Center (VP-Operations) a request for modification to any grooming policy. Requests will be given consideration for safety and conformity to Apex service and appearance standards.

### GENERAL RULES OF CONDUCT

Any group of people working together must abide by certain rules of conduct based on honesty, good taste, fair play and safety. This is essential if everyone is to work together efficiently. Standards for company conduct support and protect the Company's reputation. Our guests have high standards and high expectations of Apex. In order to fulfill those expectations and deliver the value and quality that the guest expects, all team members must perform their jobs in accordance with the standards of company conduct.

Certain specific rules of conduct are observed by the Company and violations of these rules may lead to disciplinary action up to and including discharge. The following are examples of some, but not necessarily all, types of intolerable misconduct:

- Any act of dishonesty.
- Engaging in, threatening, or provoking any act of violence; or damaging
- Company property or the property of another.
- Any act of insubordination or refusal to follow direct instructions.
- Poor job performance.
- Failure to disclose a relationship with a team member, vendor or supplier that creates the appearance of a conflict of interest.
- Possession, use or sale or offering of alcohol or drugs on Company premises
- during work time; reporting for work while under the influence of drugs or alcohol.
- Possession of weapons of any kind.
- Theft of unauthorized possession of the company's property, property of other team members, or customer's property.
- Horseplay or fighting.
- Misrepresenting or withholding facts in securing employment.
- Unauthorized altering of any Company-related records, falsifying, misleading or omitting information from any such records.
- Unauthorized use of communication and information systems, software, passwords or access codes.
- Dishonesty or unethical conduct including racial, sexual or other discrimination or harassment
- Entering into business relationships, contracts or other action, which incurs financial liabilities for the Company without authorization.
- Releasing or misusing trade secrets or confidential information.
- Failing to contact your supervisor in a timely manner, if absent.
- Misuse of Company property or removal of Company property from the premises without express authorization.

The Company will address violations of these rules of conduct and any other violations of Company policy on an individual basis. Pursuant to the Company's at-will employment policy, the Company reserves the right to impose whatever form of discipline it chooses, or none at all, in a particular instance. Disciplinary action may include oral or written warnings, suspension, demotion, probation or involuntary termination. Nothing in this Handbook should be construed as a promise of specific treatment in a given situation.

### DISCOUNTING

One of the most common abuses any company can face is that of team members giving discounts to friends. We understand that it can be tempting to give friends a "good deal."

For every free or reduced price item that a guest receives, there is yet another loss of company profit. Remember, the smaller this profit becomes...

- The less merchandise we can afford to buy
- The higher the prices we will have to charge
- The less likely we can afford to increase your pay
- The fewer team members we can afford to keep, and
- The lower the chances that we can hire some much needed help

This is our Company's policy concerning team member discounting:

Park team members only (and only for themselves) may purchase personal food and beverages at a 50% discount while working on a shift. Under no circumstances should Company products be removed from the premises unless accompanied by a receipt from Apex. Team members are permitted to buy Company products at a discount for personal use or to give as gifts, but it is an abuse of the discount privilege to buy items from Apex on behalf of people outside your immediate family. Apex considers such behavior a form of theft and violators will be treated accordingly.

When faced with the temptation to give discounts to friends, please decide against it. If you're being pressured, explain that you could lose your job over it (you could!).

If you become aware of a fellow team member about to give a friend (or guest) an unauthorized discount, drop a hint - tell him or her something like, "I don't think that's a good idea" or "Remember, that discount's just for team member use." If you know of other team members who have discounted or given away items in the past, please discuss the matter with your manager.

We must continually work together to remove the threats posed by unauthorized discounting.

## OFF-DUTY PARK USAGE

When a team member comes to the park while off-duty, please follow these simple rules:

1. Do not distract or associate with other team members who are still on-duty, it takes their focus away from the guest and their job responsibilities.
2. Wear your own regular clothes, not your work clothes.
3. You may not visit the park on days you are scheduled, but unable to work.

## Refund Policy

All refunds must be approved by the park manager.

## DRUG-FREE WORKPLACE POLICY

We recognize alcohol and drug abuse as potential health, safety and security problems. It is expected that all team members will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is a condition of continued employment.

Team members are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas, or in any vehicle used for Company business:

- The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance (including medical marijuana) or drug paraphernalia;
- The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol; and
- Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine (“controlled substance” means a drug or other substance as defined in applicable federal laws on drug abuse prevention).

Please be advised that the Company regards medical marijuana as an “illegal drug” for purposes of this Policy. The Company is aware of the medical marijuana laws in California, and will take appropriate steps to accommodate any underlying medical condition that may give rise to a medical marijuana prescription. The Company, however, will not allow possession or use of medical marijuana on Company premises or during working time, and being under the influence of marijuana or failing a drug test for marijuana will be resolved without regard to any prescription an team member may have for medical marijuana.

Any team member violating these prohibitions will be subject to disciplinary action up to and including termination.



Any team member convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises, or in any vehicle used for Company business must notify the Company no later than 5 days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations - including reasonable suspicion testing and post-accident testing when the team member's conduct cannot be ruled out as a cause of the accident.

We recognize that team members suffering from alcohol or drug dependence can be treated. We encourage any team member to seek professional care and counseling prior to any violation of this Policy.

For any questions or for further clarification on this policy please consult the Human Resources Department or your state-specific addenda.

### TERMINATION OF EMPLOYMENT

Our Company is involved in a very competitive business where many other individuals and companies rely on the quality and reliability of our work product and service. In addition, all of us depend on every team member's excellent job performance for our success. As a result, all team members are expected to provide excellent and reliable service to our Company, our guests, and fellow team members.

There are certain actions that cannot be permitted to occur because of their impact on other team members, the Company or its guests. Some offenses, including but not limited to the following may result in a verbal warning, written warning, suspension without pay, or discharge on the first occurrence:

- Insubordination
- Falsification of any time card or any other Company record or request for pay, leave or benefits.
- Unauthorized taking of the Company's or another team member's funds or property or unauthorized charges against the Company's account.
- Use, possession, sale, purchase, or under the influence of drugs or alcohol on Company premises or off Company premises where such off-premises conduct may affect the team member's suitability for employment or the Company's reputation.
- Serious misconduct of any kind.
- Gross negligence
- Two consecutive absences without prior approval from direct supervisor or failure to call in to immediate supervisor.
- Inefficient, careless, or unsatisfactory performance of duties and responsibilities.
- Excessive absenteeism and/or tardiness (whether excused or unexcused).

- Failure to comply with work or safety rules, appearance standards, or the rules in this Handbook.
- Any policy violation

This Handbook is intended to make the “at-will” relationship clear and to state that no one has any express or implied contract limiting your right to resign or the Company’s right to terminate your employment at any time, for any reason, with or without prior notice or cause.

Furthermore, the “at will” relationship cannot be changed by any person, statements, acts, series of events, or pattern of conduct, but only by an express individual written employment agreement signed by the President of Apex and by you. Furthermore, current team members understand and accept this relationship as an integral part of their employment with Apex.

### TRANSFERS

Many opportunities are available within Apex due to the ability to transfer within divisions or from one division to another. Transfers are contingent on performance. If you transfer directly from one division to another, there will be no break in service on your record. The General Managers of both locations must approve all transfers.

### A FEW CLOSING WORDS

This Handbook is intended to give you a broad summary of things to know about Apex. The information in this Handbook is general in nature and, should questions arise, your supervisor or the Human Resources Department should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this Handbook, the Company may always modify or vary from the matters set forth in this Handbook at its discretion except for the right of the parties to terminate employment at will, which may only be modified by an express written agreement signed by both parties. Please do not hesitate to speak to your supervisor or the Human Resources Department if you have any questions.

### RECEIPT OF APEX ANTI-HARASSMENT POLICY

I acknowledge that I have received a copy of Apex's Anti-Harassment Policy (the "Policy"), contained in the Apex Team Member Handbook. I have read it, understand it and agree to follow the Policy . I understand any team member who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy and also to report conduct that I believe is harassing or discriminatory to enable the Company to take action as appropriate.

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Print Name

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Signature

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Date

## ACKNOWLEDGMENT AND AGREEMENT TO THE TEAM MEMBER HANDBOOK

I acknowledge that I have received and read a copy of Apex Parks Group (“the Company”) Team Member Handbook (“Handbook”), which is designed to acquaint me with the policies of the Company. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the Company.

I have entered into my employment relationship with the Company voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or the Company can terminate the relationship at-will, with or without cause, at any time and for any reason, with or without notice, so long as there is no violation of applicable law. I also understand that the Company may demote or discipline me or otherwise alter the terms of my employment at any time at its discretion, with or without cause or advance notice. I understand and agree that the terms of this Acknowledgment and Agreement may not be modified or superseded except by a written agreement signed by me and the CEO of the Company, that no other team member or representative of the Company has the authority to enter into any such agreement. I further understand and agree that if the terms of this Acknowledgment and Agreement are inconsistent with any policy or practice of the Company now or in the future, the terms of this Acknowledgment shall control.

I further understand, that since the information, policies, and benefits described here are necessarily subject to change, I understand that the Company has the right to amend, interpret, modify, or withdraw any of the provisions of the Handbook, except for its policy of employment at-will, at any time in its sole discretion, with or without notice. I understand that revised information may supersede, modify, or eliminate existing policies. Only the Company has the ability to adopt any revisions to the policies in this Handbook. Furthermore, I understand that, because the Company cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the Company’s policies or procedures, I should consult with the CEO of the Company.

Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. Accordingly, I understand that the policies contained in the Handbook are policies only and are not intended to create any contractual rights or obligations, express or implied. I have received the Handbook, read and understood it, including the Company’s policies regarding Equal Employment Opportunity and Sexual and Other Harassment contained in this Handbook, and will comply with the policies in this Handbook and any revisions made to it. Finally, I understand and agree that this Acknowledgment and Agreement contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment and Agreement supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment and Agreement.

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Emergency Contact Information

Name of Team Member (Please Print): \_\_\_\_\_

Emergency Contact #1: \_\_\_\_\_ Relationship: \_\_\_\_\_

Contact #1 Phone: \_\_\_\_\_

Emergency Contact #2: \_\_\_\_\_ Relationship: \_\_\_\_\_

Contact #2 Phone: \_\_\_\_\_