



EMPLOYEE HANDBOOK

CONGRATULATIONS! Welcome to Harry Caray's Restaurant Group (HCRG)! You have joined a team of outstanding professionals and an organization with a long standing reputation for excellence. We are confident that you will find this to be an exciting work environment that supports your professional development and personal growth. It is our goal to maintain our reputation for excellence and to provide a motivating work environment for our staff.

This Handbook contains our Company policies, procedures and benefits and is designed to answer questions that you may have regarding your employment with HCRG. You will also receive additional information specifically detailing the responsibilities that are unique to your position. Please read this guide and the other information with which you will be provided carefully so that you will be informed and better prepared to start your training. If you have any questions, your supervisor will be happy to answer them for you.

We hope that you find your new position to be challenging and personally rewarding. Your success will not only benefit the Company, but also allow for your growth in the organization. It is our pleasure to welcome you to our team!

Grant DePorter
CEO

ABOUT THIS HANDBOOK

In order to create and maintain the best work environment possible, HCRG has developed the policies and procedures as listed in this guide as well as those detailed in the HCRG Employee Handbook. As part of your training, you are expected to learn and adhere to all such policies.

Neither this handbook nor any other Company document confers any contractual right; either express or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will with or without cause and without prior notice by the Company, or you may resign for any reason at any time. No supervisor or other representative of the Company (except the president) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time without prior notice. We will try to inform you of any changes as they occur.

Any reference to one gender applies to both genders.

This handbook and the information in it should be treated as confidential. No portion of this Handbook should be disclosed to others, except HCRG employees and others affiliated with HCRG whose knowledge of the information is required in the normal course of business.

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INTRODUCTION

You are now an employee of a Harry Caray's Restaurant Group (HCRG) restaurant and a part of the group's greatest and most valuable asset—its people! We hope that you will enjoy being a member of our team. This Employee Handbook, combined with an on-the-job training course and training manuals, will help to provide you with the knowledge you will need in order to excel with our Company. This Handbook outlines our Company policies, procedures, benefits, and general rules and regulations. It is your responsibility to familiarize yourself with all policies and to sign the last page of this Employee Handbook to document your understanding of and agreement with its contents. The sign off sheet must be turned in to your department manager before your first shift. You will also receive additional information that is more specific to your position. If you have any questions, your supervisor will be happy to answer them for you.

Harry Caray

Harry Caray was born Harry Carabina in the spring of 1914 in St. Louis, Missouri. Orphaned as a small child and very poor, Harry Caray was gifted with a great appetite for learning, a tenacity and passion for life, and an absolute love for the game of baseball! These elements would all converge toward an eventual destiny that began in 1945, the year Harry broadcast his first major league game for the St. Louis Cardinals. His career, full of colorful tales, a devotion to the fans and a natural knack for exciting, emotional and very frank commentary, would span six decades. Harry would eventually end his career with his beloved Chicago Cubs and a ride into the Major League Baseball Hall Of Fame.

Harry Caray's Restaurant Group

Since 1987, Harry Caray's Restaurant Group (HCRG), led by Grant DePorter, has proven to be one of Chicago's most dynamic and successful restaurant management companies. HCRG operates seven restaurants, an offsite catering company and the Chicago Sports Museum. HCRG opened its first restaurant, Harry Caray's Italian Steakhouse in Chicago's River North neighborhood in 1987. The restaurant offers additional locations in Rosemont and Lombard. Adjacent to Harry Caray's Lombard, is Holy Mackerel!, the restaurant group's fresh seafood concept. Harry Caray's Tavern Navy Pier offers a family friendly menu and spectacular waterfront location. Harry Caray's 7th Inning Stretch and the Chicago Sports Museum anchor the 7th floor of Water Tower Place and combine to create a high-energy, 23,000 square foot complex offering dining, entertainment, private event venues and retail.

HCRG also operates Harry Caray's at Midway Airport, the airport's flagship restaurant. HCRG's offsite catering company, Harry Caray's Catering & Events, caters many of Chicagoland's premier landmarks including the Chicago's First Lady, Harold Washington Library and Garfield Park Conservatory. Named as one of the Top 75 Multiconcept Operators in the Country by Restaurants and Institutions Magazine, HCRG continues to expand its ventures.

Harry Caray's Management Corporation is our management company. Harry Caray's Management Corporation manages each restaurant for its respective owners. Many of the restaurants have different ownership structures. Who is your employer? Each restaurant is owned by a separate corporation or partnership. You are the employee of the corporation or partnership that owns your restaurant.

Harry Caray's Restaurant Group
33 West Kinzie Street | Chicago, IL 60654
T: (312) 828-0966 | F: (312) 828-0962 | W: harrycarays.com

OUR CORE VALUES

Integrity

- We act with honesty and integrity.
- We never compromise or bend the truth.
- We accept responsibility for our actions.
- We learn from our mistakes.

Alignment and accountability

- We honor commitments that we have made to each other and to our guests.
- We check and double check to make sure that we are prepared to deliver what we have promised.
- We make and support business decisions through experience and good judgment.
- When in doubt, we always ask, “What would I do if it were my company/money.”

We Go Above and Beyond

- We strive to exceed the expectations of the people we work with and the guests we serve.
- From taking ownership of responsibilities, to remaining committed to a project from start to finish, we go above and beyond to make a positive impact on everything we do.
- If we see something that needs doing, we do it whether or not it’s “our job.”

Teamwork

- Our Harry's family is supportive of each other's efforts, loyal to one another, and care for each other both personally and professionally.
- If we have questions, we ask them.
- We do not make assumptions.
- We do not engage in gossip and negativity.

Passion

- We show pride, enthusiasm and dedication in everything that we do.
- We are committed to providing the best possible experience to our guests—including the food we serve, service we provide and environment we create.

DIVERSITY

Diversity Commitment

We respect the individuality of all guests and employees, a fact which guides the way we do business every day. We strive to create a comfortable, welcoming atmosphere for all of our guests. All of our employees and their individual viewpoints, beliefs, experiences and backgrounds are highly valued, and we are dedicated to making the most of each person's abilities and talents.

Equal Employment Opportunity

HCRG provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, creed, color, religion, gender, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, ancestry, military discharge status, pregnancy, citizenship status, sealed or expunged arrest records not resulting in conviction, status as a covered veteran, or any other characteristic protected in accordance with applicable federal, state and local laws. Furthermore, no person will be discriminated against due to a mental or physical disability which does not prevent the individual from performing the essential functions of the job, with or without reasonable accommodation. Everyone will be given equal opportunity commensurate with their abilities. HCRG complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training. We earnestly seek the cooperation of all employees in helping to maintain this policy. Throughout this Handbook, the interchangeable use of masculine and feminine pronouns is in no way intended to exclude members of the opposite sex.

Employment of Minors

If you are younger than 18 years old, you are required by law to provide a valid Work Permit, High School Diploma, or certificate of Proficiency before being allowed to work. Employment of minors is restricted by the terms and conditions of the Work Permit, as well as by state and federal law provisions.

Employment of Relatives

Relatives of employees may be considered for employment at HCRG as long as there is no direct reporting relationship or actual/potential conflict of supervision, safety, security, morale, or conflict of interest. You must notify your manager if a relative has applied for a job with HCRG. "Relatives" for purposes of this policy are defined as husband, wife, domestic partner, party to a civil union, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

ANTI-HARASSMENT/ANTI-SEXUAL HARASSMENT POLICY AND COMPLAINT PROCEDURE (for Spanish, please go to page 50)

HCRG is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. HCRG has a zero-tolerance policy for any form of sexual harassment, and all employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of HCRG's commitment to a discrimination-free work environment.

Sexual harassment is against the law. All employees have a legal right to a workplace free from sexual harassment, and employees can enforce this right by filing a complaint internally with HCRG, or with a government agency or in court under federal, state or local antidiscrimination laws.

HCRG Policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with HCRG.

Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action, up to and including termination.

What is Sexual Harassment?

The Illinois Human Rights Act defines “sexual harassment” as any unwelcome sexual advances or requests for sexual favors or any 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, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 provides that it is unlawful to harass a person (an applicant or employee) because of that person's sex. The terms “because of sex” or “on the basis of sex” include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work, and nothing in section 2000e-2(h) of this title [section 703(h)] shall be interpreted to permit otherwise. This subsection shall not require an employer to pay for health insurance benefits for abortion, except where the life of the mother would be endangered if the fetus were carried to term, or except where medical complications have arisen from an abortion: Provided, That nothing herein shall preclude an employer from providing abortion benefits or otherwise affect bargaining agreements in regard to abortion.

Complaint Process

HCRG will provide all employees a complaint form for employees to internally report harassment and file complaints. An employee may make a confidential report of harassment to a Manager, Director of Operations or Vice President.

HCRG will conduct a prompt, thorough and confidential investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. Upon receipt of complaint, HCRG will conduct an immediate review of the allegations, and take any interim actions, as appropriate. All complaints or information about suspected sexual harassment will be investigated, whether that information was reported in verbal or written form. All persons involved, including complainants, witnesses and alleged perpetrators will be accorded due process to protect their rights to a fair and impartial investigation.

How to File a Complaint with the Illinois Department of Human Rights or EEOC

Aside from the internal process at HCRG, employees may also choose to pursue legal remedies with the Illinois Department of Human Rights or the United States Equal Employment Opportunity Commission.

United States Equal Employment Opportunity Commission (EEOC)

The EEOC enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred.

If an employee believes that he/she has been discriminated against at work, he/she can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (1-800-669-6820 (TTY)), visiting their website at www.eeoc.gov or via email at info@eeoc.gov

Illinois Department of Human Rights

A discrimination charge can be initiated by calling, emailing, faxing, mailing or appearing in person at the IDHR’s Chicago or Springfield office within 300 days of the date the alleged discrimination took place (180 days for harms occurring before June 8, 2018). There is a one-year filing deadline for housing discrimination.

Website:<https://www.illinoi.gov/dhr>

Chicago Office: Intake Unit
100 West Randolph Street, 10th Floor
Chicago, IL 60601
Tel: 312-814-6200
TTY: 866-740-3953
Fax: 312-814-6251
Email: IDHR.ReportSH@illinois.gov or IDHR.Intake@illinois.gov

Springfield Office:
Intake Unit 535 W.
Jefferson, 1st Floor
Springfield, IL 62702
Tel: 217-785-5100
TTY: 866-740-3953
Fax: 217-785-5106
E-mail: IDHR.ReportSH@illinois.gov or IDHR.Intake@illinois.gov

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, creed, religion, gender, sexual orientation, pregnancy, national origin, age, mental or physical disability, marital status, citizenship, genetic information, military discharge status, veteran status or any other characteristic protected by law or that of his/her relatives,

friends or associates, and that a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on Company time or using Company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites, or other means.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action up to and including termination.

Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of HCRG to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our Company policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The Company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to HCRG. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues. Contact the Human Resources Department with any questions or requests for accommodation.

Definitions

As used in the ADA policy above, the following terms have the indicated meanings:

- “Disability” refers to a physical or mental impairment that substantially limits one or more of the major life activities of an individual. An individual who has such an impairment, has a record of such an impairment, or is regarded as having such an impairment is a “disabled individual.”
- “Direct threat to safety” means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

- A “qualified individual with a disability” means an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that the individual holds or has applied for.
- “Reasonable accommodation” means making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, adjustment or modification of examinations, adjustment or modification of training materials, adjustment or modification of policies, and similar activities.
- “Undue hardship” means an action requiring significant difficulty or expense by the employer. The factors to be considered in determining an undue hardship include: (1) the nature and cost of the accommodation; (2) the overall financial resources of the facility at which the reasonable accommodation is to be made; (3) the number of persons employed at that facility; (4) the effect on expenses and resources or other impact upon that facility; (5) the overall financial resources of the Company; (6) the overall number of employees and facilities; (7) the operations of the particular facility as well as the entire Company; and (8) the relationship of the particular facility to the Company. These are not all of the factors but merely examples.
- “Essential job functions” refers to those activities of a job that are the core to performing said job for which the job exists that cannot be modified.

Pregnancy Discrimination and Accommodations

The Illinois Human Rights Act (IHRA) requires employers to reasonably accommodate qualified individuals who are pregnant and make a request for a reasonable accommodation. It is the policy of HCRG to comply with all Federal and state laws concerning the employment of those who are pregnant including pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth.

It is the Company’s policy not to discriminate against qualified individuals who are pregnant in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant. The Company will also reasonably accommodate qualified individuals who are pregnant so that they can perform the essential functions of their job if such can be provided without undue hardship to the Company.

Specific reasonable accommodations related to pregnancy, childbirth, or medical conditions related to pregnancy or childbirth will be provided unless the accommodation will impose an undue hardship on the Company. Reasonable accommodations include, but are not limited to,:

- more frequent or longer bathroom breaks
- breaks for increased water intake and periodic rest
- a private non-bathroom space for breastfeeding and expressing breast milk
- seating
- assistance with manual labor
- light duty
- temporary transfers to less strenuous or hazardous positions
- accessible worksites
- the acquisition or modification of equipment
- job restructuring
- part-time or modified work schedules
- appropriate adjustments or modifications of examinations, training materials, or policies
- a reassignment to a vacant position; and/or

- time off to recover from childbirth and leave required by the employee's pregnancy, childbirth, or related conditions

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which threat cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

Under the law, you are not required to accept an accommodation which you did not request and have chosen to decline. Additionally, you are not required to take leave under any leave law or policy if another reasonable accommodation can be provided to you.

Medical proof of the need for accommodation

Should you request accommodations, you will be expected to provide documentation from your health care provider stating the medical justification, description of the reasonable accommodation(s) that are medically advisable, the date the accommodation becomes effective and probable duration of the reasonable accommodation(s).

The Human Resources Department is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues. Individuals who are pregnant (as defined below) and would like to request a reasonable accommodation because of pregnancy (including pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth) must contact the Human Resources Department.

Definitions

As used in the Pregnancy policy above, terms shall have the same meanings as in the ADA policy. In addition:

- “Pregnancy” means pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth.

EMPLOYMENT

Employee Classification Categories

For purposes of salary administration and eligibility for overtime payments and employee benefits, HCRG classifies its employees and other workers as follows:

- Full-time regular employees. Employees hired to work the Company's normal, full-time, 30 hour workweek on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below. Variable hour employees will be classified as full-time
- Variable hour employees. Employees hired to a variable schedule. Such employees may be “exempt” or “nonexempt” as defined below.
- Temporary employees. Employees engaged to work full-time or part-time on the Company's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. Note that a temporary employee may be offered and may accept a new temporary assignment with the Company and thus still retain temporary status. Such employees may be “exempt” or “nonexempt” as defined below. Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of Our Company.

- *Leased workers.* Workers assigned to work at HCRG through a leasing organization. Leased workers are similar to contract temporary workers assigned to work at HCRG through temporary employment agencies. Leased workers differ from contract temporaries, however, in that leased workers are normally engaged for extended periods of time as opposed to the brief periods for which temporary agency workers are engaged. Leased workers may be “exempt” or “nonexempt” as defined below. Leased workers are employees of the leasing organization and not of HCRG.
- *Nonexempt employees.* Employees who are required to be paid overtime at the rate of time and one-half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek, in accordance with applicable federal and state wage and hour laws.
- *Exempt employees.* Employees who are not required to be paid overtime, in accordance with applicable federal and state wage and hour laws, for work performed beyond forty hours in a workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed by the Human Resources Department of any change in your exemption status.

Please direct any questions regarding your employment classification or exemption status to the Human Resources Department.

These above classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the Company.

Personnel Records

Upon being hired, you will receive an employment package with the following forms to be completed:

- Personal Information Sheet
- Payroll Change Notice
- Federal and State W-4 Forms
- Employment Eligibility Verification (Form I-9) Form
- Tip Agreement Form (if applicable)
- Employee Handbook
- Employee Handbook Receipt and Confidentiality Agreement
- Sanitation Oath
- Photo/Video Release Form
- Other forms depending on the location for which you work.

You will be instructed by a manager on how to complete these forms. All information in these records is confidential. In the event that someone was to inquire about your employment, only your position, dates of employment and rate of pay would be verified.

When you are hired, we are required by the Federal Government to obtain from you a W-4 form, containing your Social Security Number, number of exemptions, tax table status and name and address for filing your W-2 form. HRCG cannot process any individual's paycheck without a properly completed and signed W-4 form. Please be sure that your manager has the appropriate data when submitting your pay information.

It is the policy of HCRG to maintain complete and accurate employee records. Employees are responsible for notifying the Human Resources/Payroll Department **immediately** of changes relating to personal information such as home address, telephone number, marital status and number of dependents promptly and accurately.

Training

Properly trained employees will ensure continuity of quality food and service to all of our guests. Therefore, Harry Caray's Restaurant Group provides a training program for all new employees. From time to time we will conduct training sessions to ensure the continuous development of our staff. These sessions are important to keep our employees up to date on new procedures. If you are requested to be at a training session, your presence is mandatory.

Initial Employment Period

Every new employee goes through an initial period of 90 days of adjustment in order to learn about the Company and about their job. During this time you will have an opportunity to find out if you are suited to and like your new position. Introductory employees are generally not entitled to benefits until after completion of this 90 day period.

The initial employment period gives your manager a reasonable period of time to evaluate your performance. If you are promoted or transferred into a position, you will normally be given a review 90 days after you begin the new job. You may be discharged at any time during this period if your manager concludes that you are not progressing or performing satisfactorily. Under appropriate circumstances, the initial employment period may be extended. Please keep in mind that successful completion of the initial employment period does not constitute a guarantee of continued employment; at all times during your employment with the Company, your employment remains at will, and you may decide to resign or the Company may terminate you with or without cause and with or without prior notice.

Attendance Policy for Non-Exempt Employees

Every non-exempt employee is expected to abide by the following rules regarding attendance and hours:

- Report to work promptly and begin work at your scheduled time.
- Clock in at the exact time you are scheduled to work, in uniform and prepared to perform your job.
- Work until the end of your shift. Your scheduled out time (end of shift) may be altered by a manager based on the level of business. Your scheduled shift may be shortened or lengthened at the discretion of a Manager.
- Clock out and in between double shifts when no work is being performed.
- Clock out at the time that you are scheduled to or when directed by a manager. Do so, in uniform.

Nonexempt employees are not permitted to perform any work "off the clock." All work performed by the employee on behalf of the Company should be recorded on the employee's timecard. If there is an error with the time recorded on your timecard, you should inform your manager to report the issue.

You should notify your manager as soon as possible whenever you will be late for, or absent from, work. If you are absent and fail to call-in to your manager for one (1) workday, you will be subject to discipline up to and including termination. Excessive absenteeism or tardiness has a harmful effect on our operations and cannot be tolerated.

Schedules

Our scheduled work week runs Monday through Sunday for Lombard and Rosemont, other locations are Wednesday through Tuesday. Schedules are posted each Thursday for the following week. Schedule requests for specific days and hours should be made known to your supervisor in writing one week prior to the schedule posting. Managers will try to accommodate all schedule requests, but cannot guarantee them. As a result of illness and other occurrences, schedules may change throughout the course of a week and employees are expected to make every attempt to accommodate staffing needs. Daily and weekly work schedules may be changed from time to time at the discretion of the Company to meet the varying conditions of business.

Illness and Emergency Procedures

If for reasons of illness or emergency you will not be able to work a scheduled shift, you are required to call and speak to the manager on duty or the General Manager at your establishment at least four (4) hours in advance of your shift to inform him/her who will be covering your shift. Leaving a voice message or speaking to anyone other than the manager on duty or GM will be considered a no call/no show, and subject you to discipline unless the absence is protected by law (e.g., the Family Medical Leave Act). A no call/no show is grounds for dismissal. If you are absent for two (2) consecutive days or more for medical reasons, we may ask you to provide medical documentation for the days missed before you will be able to return to work. A release from your Doctor clearing you to be medically able to return to work may be required.

Shift Changing Procedures

Each employee is responsible for covering his/her own shift. You will be provided with the telephone numbers of other staff members so that you can find a replacement. A manager must approve all shift changes. For approved shift changes, you, your replacement, and a manager must initial the master schedule on the date and time of the change. Shift changes which would result in an employee working overtime will not be allowed.

COMPENSATION

Payday

We operate on a biweekly payroll, which means that you will be paid every two weeks. The pay period begins on Monday and ends on Sunday. You may either pick up your check at your restaurant between 2:00 and 5:00 p.m. on payday or you may complete an authorization form in Accounting to have your check directly deposited into your account. Employees may not cash their payroll or personal checks at any HCRG location.

Employees are responsible for ensuring that time records are accurate and complete. Falsification of time records will result in disciplinary action up to and including termination.

Time Records

It is important that you clock in and out using the Point of Sale (POS) system in order to receive a paycheck, and that the information in the time management system is accurate, as you will be paid for the hours recorded. Punch in only when you are ready for work. You do not have to punch out for any paid breaks that you receive; however, you must punch out for your meal if it exceeds thirty (30) minutes. If you forget to punch in or out, you must have a manager make the correction before you leave the restaurant. If you are released from your shift early, a manager must clock out for you. At the end of the pay period, check your time records to be sure all of your hours are correct. Have a manager correct any errors before the end of the pay period.

Non-exempt employees are not permitted to perform any work “off the clock.” All work performed by the employee on behalf of the Company should be recorded on the employee’s timecard. If there is an error with the time recorded on your timecard, you should inform your manager to report the issue.

You may not clock in or out for someone else or have someone else clock in or out for you. Engaging in such conduct is grounds for immediate termination.

Employee Referral Program

If a candidate who was referred by an employee is hired and retained for a minimum of 90 days, the referring employee will receive a \$100 bonus. To receive the bonus, the referring employee must:

- Complete a referral form and submit to his/her supervisor prior to the candidate being evaluated for the position.
- Still be employed by HCRG on the date the referral employee completes his/her 90 day waiting period.

Meal and Rest Periods Policy and Complaint Procedure

Rest Periods

Supervisors can authorize rest periods for their employees, taking into account their department’s operational requirements, employee needs (including any disability accommodations), and the following restrictions:

- A rest period cannot exceed 15 minutes; and
- Employees are not permitted to accumulate any unused rest periods or use rest periods as the basis for starting late, quitting early, or extending a scheduled meal period.

Meal Periods

Employees scheduled to work $7 \frac{1}{2}$ continuous hours or longer may take an unpaid and uninterrupted 30 minute meal period that begins no later than 5 hours after the start of the work period. Employees must clock out and in for these unpaid meal periods. Unpaid, uninterrupted meal periods do not count toward worked hours. Employees may choose to forgo the break, in which case they shall not clock out and will be paid for that time.

Responsibilities

Supervisors are responsible for administering their department’s rest and meal periods in a fair and uniform manner. Supervisors must stagger or otherwise schedule employees’ meal periods so ongoing operational responsibilities are not compromised.

Employees are responsible for keeping their supervisors informed about any changes to their work schedules, including changes involving meal and rest periods. Any employee who takes unauthorized meal or rest periods or who extends authorized meal or rest periods beyond approved limits can be subject to discipline, up to and including termination of employment.

Meal and Rest Periods for Nonexempt Employees

Employees are to be completely relieved from duty during their meal break. If an employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the entire break. The time spent working during the meal break will be counted toward the total hours worked.

Complaint Procedure

Employees who believe they have been compelled to work through their unpaid meal break should contact the Human Resources Department or their immediate supervisor immediately to request an investigation. The employee will be asked to specify in writing, using the guidance above, the circumstances of the pay discrepancy and whether it has occurred on other occasions.

HCRG will review pay records and interview the supervisor or manager, as well as the payroll representatives handling the employee's pay, to determine if the allegation is correct. If the employee's allegations are true, the Company will reimburse the employee as promptly as possible.

The individual(s) responsible for the error will be investigated further to determine if this was an isolated incident or a pattern of conduct that requires further action on the part of the Company. If warranted, the responsible person(s) will be held accountable for the error(s) made consistent with the Company's disciplinary policy.

The resolution of the situation will be documented and placed with the employee's pay records. Following the identification of such a problem, the Company will establish a practice to regularly audit employee pay records to ensure no further issues arise.

Overtime

Overtime will be scheduled for non-exempt hourly employees only in extreme circumstances at the sole discretion of the Company. Nonexempt employees who are required (or permitted) to work overtime will receive overtime pay in accordance with the requirements of the Fair Labor Standards Act, state laws and Company policies as follows:

- All overtime must be approved in writing in advance by the employee's immediate supervisor.
- Nonexempt employees shall be paid one and one-half their regular rate for all hours worked in excess of 40 hours in each workweek.

"Hours worked" means time actually spent on the job. It does not include hours away from work due to vacation, sickness or holiday even where these days are compensated. Unpaid sick leave, personal leave or any other time away from work is also not considered hours worked.

Errors on Paychecks

Please immediately report any problems or mistakes on your paycheck directly to your supervisor. If you were not paid because you did not clock in or out, you will not be paid until the following pay period for those hours. In the event of a data processing error and you are overpaid or underpaid, HCRG reserves the right to adjust your next check to reflect a correction.

Minimum Wage for Tipped Employees

If an employee's tips combined with the hourly minimum wage paid by the Company for its tipped employees do not equal or exceed the applicable minimum wage in any workweek, the Company will make up the difference. Tipped employees are directed to declare each work shift his or her tipped earnings and report those earnings in writing to the Company's Payroll Manager through the Tip Reporting Form. Should any employee be compelled, instructed or allowed to perform work duties not primarily related to his or her assigned duties as a tipped employee, then that employee shall report the issue and all related circumstances to their General Manager no later than the next regularly scheduled payroll following any such incident. Upon notification, the Company will endeavor in good faith to investigate the matter and should any discrepancy in pay be found, the employee negatively affected will be made financially whole and other remedial action will occur.

Tip Reporting

Any employee who earns at least \$20 a month in tips, directly or indirectly, must report all tip income to the IRS. All tips count as income that you must report and pay taxes on. That includes your cash tips, your credit-card tips, and any tips you get from other employees, minus what you tip out to others. You will report these earnings only from your employment at your restaurant, on a daily basis, to be accumulated and reported on a biweekly basis through our payroll system. In the event that in a specific transaction you were not tipped out, this transaction must be validated by your manager on duty, or may subject you to disciplinary action up to and including termination.

All direct tipped employees will distribute their tip shares through management by logging the amount under the tip recipient's name on a specific form, property of the restaurant, and depositing the money to management. Indirectly tipped employees will receive their tip shares through management by signing off on the Tip Reporting form, which states the amounts that were allocated by other employees. For both direct and indirect tipped employees, we will use these forms on a daily basis to accumulate the gross sales, gross charges and cash tips. Based on this and other data, we will determine if we are to allocate tips to any employee. Also, it will determine the amount of tips to be declared on a biweekly basis as income to you. Make sure that what you receive equals what you record on form 4070 as part of your personal records.

You will have the opportunity to verify or correct reported tips. If there is an error and you do not dispute the reported tip total with the accounting department within two payroll cycles, it will be deemed to be tacitly approved. Credit card fees generated from tips charged on credit cards will be deducted from credit card tip payouts.

Exempt Employee Pay Policy & Complaint Procedure

In accordance with the Fair Labor Standards Act regulations, exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity or quality of work performed. Employees who feel their pay has been improperly reduced should report this immediately following the procedures specified below.

Provisions Mandated by the Salary Basis Rules

1. Exempt employees normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. However, exempt employees need not be paid for any workweek in which they perform NO work at all for the organization.
2. Deductions from pay cannot be made as a result of absences due to the circumstances listed below provided that some work is performed in the workweek. Such improper pay deductions are therefore specifically prohibited by HCRG regardless of the circumstances. Managers or supervisors violating this policy will be subject to investigation of their pay practices and appropriate corrective action in accordance with normal procedures.
 - a. Jury duty.
 - b. Attendance as a witness.
 - c. Temporary military leave.
 - d. Absences caused by the employer.
 - e. Absences caused by the operating requirements of the business.
 - f. Partial day amounts other than those specifically discussed below.

3. The few exceptions to the requirement to pay exempt employees on a salary basis are listed below. In these cases, deductions may be permissible as long as they are consistent with other company policies and practices.
 - a. Absences of one or more full days for personal reasons other than sickness or disability.
 - b. Absences of one or more full days due to sickness or disability.
 - c. Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week.
 - d. Penalties imposed by infractions of safety rules of major significance.
 - e. Unpaid disciplinary suspensions of one or more full days in accordance with HCRG's disciplinary policy.
 - f. Deductions for the first and last week of employment, when only part of the week is worked by the employee.
 - g. Deductions for unpaid leave taken in accordance with a legitimate absence under the Family and Medical Leave Act, if applicable.

Complaint Procedure

Employees who believe their pay has been improperly reduced should contact the Human Resources Department or their immediate supervisor immediately to request an investigation. The employee will be asked to specify in writing, using the guidance above, the circumstances of the pay deduction and whether it has occurred on other occasions.

HCRG will review pay records and interview the supervisor or manager, as well as the payroll representatives handling the employee's pay, to determine if the allegation is correct. If the deduction was in fact improper, the Company will reimburse the employee as promptly as possible.

The individual(s) responsible for the error will be investigated further to determine if this was an isolated incident or a pattern of conduct that requires further action on the part of the Company. If warranted, the responsible person(s) will be held accountable for the error(s) made consistent with the Company's disciplinary policy.

The resolution of the situation will be documented and placed with the employee's pay records. Following the identification of such a problem, the Company will establish a practice to regularly audit employee pay records to ensure no further issues arise.

Performance Evaluations

Every attempt will be made to have a new employee's performance reviewed within 120 days of his or her hire date. After that, every attempt will be made for hourly and salaried employees to receive a formal, written performance evaluation, at least annually, unless business considerations require a delay in the evaluation. At this review, your supervisor and you will have an opportunity to discuss your strengths, weaknesses, areas for development and potential for advancement. Your career objectives as well as your own feelings about your position will be a valuable part of this review. This is useful for employees to know where they stand, improve, and continue progressing in their careers.

A performance appraisal does not guarantee you an increase in pay nor does it guarantee any continued employment with the Company or change the employee's at-will status. Merit increases are based on Company performance and financials and are not guaranteed. A performance review does not always result in an automatic salary increase. The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.

Promotions

We believe that it is in everyone's best interest to have the most qualified person in every position. When qualified employees exist within our Company, we will try to promote them where positions allow. However, we reserve the right to fill positions with persons from outside the Company.

In evaluating a person for a promotion the following factors are considered: job performance, attendance, work-related attitude, skills, knowledge, experience, qualifications, training, ability, recommendation from your supervisor, and other factors which are appropriate to the situation.

Transfers

As HCRG continues to grow, more opportunities for transfers arise. An employee who wants to request a transfer from one restaurant to another should first inform his or her supervisor. Such requests are decided upon according to present staffing conditions, availability of positions, past job performance and other appropriate factors. It is also possible that we may request that you relocate somewhere else if you are needed there.

Outside Employment

If you work for Harry Caray's Restaurant Group, you are prohibited from working for any other restaurant in the immediate vicinity (within 10 miles) of your work location unless you receive written prior approval from HCRG. Violation of this policy will result in discipline, up to and including termination. If you do work another job outside of the immediate vicinity you must inform your management team. Changes in your availability to work due to other employment may be grounds for termination.

Nothing in this policy should be construed as limiting employees from discussing wages, hours and other terms and conditions of employment with other employees or outside parties. Nothing contained in this policy is intended to restrict an employee's right and remedies under and pursuant to the National Labor Relations Act.

Business and Travel Expense Policy

HCRG will reimburse employees for necessary and reasonable expenditures that we require of you in order to perform your job duties. You will be notified if you hold a position authorized to incur reasonable expenses.

Business Travel

Some employees may be required to travel during the work day to other HCRG locations. All business travel must be approved in advance and in writing by your supervisor. Depending on the nature of the travel, a travel budget will be developed by the employee and reviewed and approved by your supervisor or general manager. The employee is responsible for making his or her own travel arrangements and ensuring that expenses are reasonable and fall within this approved budget. Should an employee seek a variance to the budget due to an unforeseen event or opportunity that presents itself during the travel, the employee must first obtain written permission from his or her supervisor or the General Manager before incurring the expense. This must be done in writing, but can be done via email or text. The Company does not guarantee reimbursement of expenses that do not comport with these procedures. A necessary expenditure for business travel typically includes mileage and tolls; the reasonable cost of personal meals during travel; parking; and taxi or ride share costs.

An employee may need to rent a vehicle for travel. Preapproval is required before the Company will cover this cost. We will reimburse you for the cost of an economy rental at a competitive rental company. Your personal vehicle insurance should provide you coverage for the rental vehicle (although you should confirm this prior to travel). Therefore, do not select extra coverage

offered by the rental facility. Should you voluntarily choose that coverage, that is for your benefit only and the Company will not reimburse you for that coverage. If tolls are required for the employee's travel, we will reimburse the employee for the cost of any applicable tolls incurred.

We will not reimburse you for rental of a GPS, Sirius or other music service, WIFI-enabled "hot spot" devices, or other unnecessary expenses associated with your vehicle rental. Similarly, should you choose to use your own personal music service, audio books, WIFI-enabled device or other equipment or service during your travel time, the costs associated with this use (if any), are not reimbursable. Those expenses are considered incidental to the employees' travel and incurred for the benefit of the employee only.

Employees who drive their own vehicles or rent vehicles for business use must maintain a valid driver's license and insurance at state-mandated levels. We reserve the right to require proof of both. Employees who are involved in an accident while traveling on business must immediately report the accident to their immediate supervisor. The Company will pay for the cost of your travel away from the accident scene, if your vehicle is not safe to drive. We will not reimburse you for normal wear and tear on your vehicle nor will we reimburse you for regular maintenance. Employees are not entitled to reimbursement for transportation to and from work.

Cell Phone Usage

If we require you to use your personal cell phone for business calls, we will notify you of this in writing. We will reimburse you for that use, providing it is reasonable. The amount of this reimbursement will be the approximate cost of this use if it can be determined from your monthly bill, a reasonable percentage of your monthly cell phone bill, or a monthly stipend that is calculated based on estimates of minutes used. A determination of what is reasonable will be made by the Company with the employee's input and we will consider factors such as the amount of time the employee spends each day using his/her personal cell phone for work and arriving at a percentage of the total bill that is reimbursable.

We do not require you to use your personal cell phone or other mobile device, such as a tablet, to access the Internet. As such, we do not reimburse employees who are authorized to use their phone for business calls for the cost of their data plans, hot spot devices or other incidental charges to Internet use. Similarly, we do not require employees to download or purchase applications for their phones. Should you do so, those are considered applications for the employee's use and benefit only. These applications are not necessary or required and will not be reimbursed.

Only those employees who have been authorized to use their cell phones or other mobile devices such as tablets are eligible to seek reimbursement for related phone expenses. If other employees use their cell phone or other personal mobile device for minor work tasks, such as making a brief business call, looking something up on your device instead of a company computer, tracking your daily calendar, or other incidental uses, such use is not reimbursable as the expense was not authorized, necessary or incurred primarily for the Company's benefit. Likewise, we will not reimburse you for any incidental data usage or applications you may have used on your personal phone as those are not required or necessary to perform your job and are unauthorized. Should you have any questions about whether an expense is reimbursable, please ask before incurring the expense.

Other Expenses

From time to time, there may be other expenses that an employee will incur that are directly related to the services they provide for the benefit of the employer. In most cases, preapproval should be obtained for any such expense is incurred. However, there may be times that a manager must incur or authorize a

business expense, such as when inventory of a restaurant essential has run. We expect the managerial employee to use his or her discretion and good judgment in supplementing the inventory from a nearby store. The manager should keep the receipt and submit it with a business expense form. Please follow the process and timeframes for expense reimbursement found below. Any incidental costs such as driving your vehicle a short distance is typically not reimbursable as there are no virtually no costs to the employee. The Company does not reimburse employees for theft of any personal items (including of one's vehicle or items in that vehicle), whether that occurs on our premises or during business travel or other business events.

Submittal Process for Expense Reimbursement

Within calendar 30 days from the incurrence of the expense, the end of the business trip or the end of the employee's mobile phone billing cycle, the employee must complete and sign an expense reimbursement form available from your supervisor that identifies the expenses sought to be reimbursed. A receipt reflecting payment of the expenses must be submitted with the completed form. For mileage and tolls, please submit a copy of electronic directions that reflect the mileage and tolls incurred. In the rare event that a receipt is nonexistent, missing or lost, an employee can submit a signed statement identifying the expense, date it was incurred, reason it was incurred, and the amount of the expense and submit this with your expense reimbursement form.

Reimbursement checks (or direct deposited reimbursement funds) will typically be made within _____ weeks of submittal of a completed reimbursement form with all required documentation. If documentation is lacking or illegible, the Company reserves the right to request additional or clarifying information from the employee. This may extend the amount of time it will take the Company to reimburse you for business expenses. If any expense is unusually high, unanticipated or not provided for in the budget, the Company may ask for additional information about the charge and reserves the right to deny reimbursement for that amount that exceeds the budget, are not reasonable or exceeds other agreed-upon specifications for the trip or expense. Falsification of any expense reimbursement form, supporting documentation such as receipts and other misrepresentations in expense submittal will lead to discipline up to and including discharge. We also reserve the right to contact law enforcement. Reimbursement of necessary and authorized expenses is not considered pay for hours worked and is therefore not included in determining a non-exempt employee's regular rate of pay for purposes of the Fair Labor Standards Act, Illinois Minimum Wage Law or other law or municipal ordinance. We will retain records of expense reimbursement for the period of three (3) years.

BENEFITS

Certain employees are eligible for benefit programs. Employees may refer to the appropriate plan documents for eligibility procedures and plan provisions concerning benefit programs. When applicable, it is the legal documents that must be followed in the administration of these plans, and these plan documents will govern in the event any discrepancy exists.

Holidays

All hourly employees who work New Year's Day, Thanksgiving Day and Christmas Day will be paid time and a half.

Vacations

The amount of vacation to which an employee accrues is determined by the employee's length of service as of his or her employment anniversary date.

Full Time Salaried Exempt Employees

After six-months of continuous employment, full time salaried exempt employees (working an average of 30 hours per week or more) begin to accrue vacation in accordance with the following schedule based on length of continuous service from date of hire:

Length of Service	Vacation Credit Accrued
6 months to 1 year	5 days, accrued at a rate of .385 days per pay period
1-5 years	10 days, accrued at a rate of .385 days per pay period
5 years or greater	15 days, accrued at a rate of .578 days per pay period

“Vacation year” is based upon the employee’s anniversary date of hire. This means that your vacation year begins on the date you started work with our Company and runs until the day before that date in the next calendar year. Earned but unused vacation time may not be carried over from vacation year to vacation year. Pay will not be granted in lieu of vacation time not taken. In the event that vacation time is requested but cannot be accommodated before it expires due to business reasons, the employee may be paid for the accrued time in the discretion of Management.

Vacation pay is based on the employee’s then current salary. Because salary exempt workers are scheduled to work 50 hours per week, and are paid based on performing a 50 hour work week, vacation pay benefits shall be paid the equivalent of one's weekly salary divided by 50 hours. For example, where one is paid a weekly salary of \$1,000, that employee would receive \$20 for every hour of vacation taken. A vacation day shall be deemed to consist of ten (10) hours per day. Vacation time can be taken in ten (10) hour increments.

Vacations for Full Time Hourly Non-Exempt Employees

After one year of continuous employment, full time hourly employees (working an average of 30 hours per week or more over the past 12 months) begin to accrue vacation pay in accordance with the following schedule based on length of continuous service from date of hire:

Length of Service	Vacation Credit Accrued
1-5 years	10 days, accrued at a rate of .385 days per pay period
5 years or greater	15 days, accrued at a rate of .578 days per pay period

To ensure full time service for purposes of this policy, the first period of eligibility will be measured based on one's first 12 months of employment. Subsequently, eligibility will be measured on December 1.

Vacation Day is calculated based on average regular hours worked per day (does not include overtime, holiday or other hours) over the previous 12 months. At no time will more than the equivalent of 8 hours per day be paid for any vacation time taken. Vacation Pay Rate is the employee's regular hourly rate of pay, excluding overtime or holiday premiums. Tipped employees will be paid at regular minimum wage. If the employee has more than one regular rate of pay, vacation pay will be based on the average regular rate of pay for the previous 3 months.

Earned but unused vacation time may not be carried over beyond 12 months from the date of accrual. Pay will not be granted in lieu of vacation time not taken. Vacation time can be taken in 1 day increments.

All employees must schedule vacation time and obtain supervisor's advance written approval of such time off in a prompt manner, after the vacation time is earned. Typically, at least 30 days' advance notice in writing will be required for a vacation request. Maximum vacation leave to be taken at any one time is

5 days. Management, in its sole discretion (and with the approval of the Director of Operations), may allow vacation to be used in increments greater than 5 days for employees who have been continuously employed by the Company for at least 5 years.

Except as otherwise provided in this policy, vacation time cannot be accumulated or exchanged for pay.

Vacation scheduling conflicts will be resolved based upon who submitted the request first. If conflicts cannot be resolved based on this criteria, the tie breaker will be awarded to the request from the employee with the most years/ months of service. In any event, the Company reserves the right to grant or deny any request for vacation time.

If requested 30 days in advance, vacation pay ultimately approved can be received in your paycheck immediately prior to your vacation.

All employees who receive tip credit minimum wage will be paid regular, Illinois or applicable local minimum wage mandates for purposes of computing vacation pay.

Vacation time is not considered time worked for purposes of overtime computation.

You will not accrue vacation during unpaid leaves of absence. If your employment with the Company ends, either voluntarily or involuntarily, you will be paid for any accrued, earned and unused vacation time.

Sick Leave

All hourly employees working at a Chicago location who have worked at lease 80 hours within a 120 day period are eligible for paid sick leave. Employees accrue one hour of sick leave for every 40 hours worked, up to a maximum of 40 hours in a 12-month period. Accrual begins upon commencement of employment, but employees must satisfy a 180-day waiting period prior to using accrued sick leave. The minimum for requested time off is 4 hours/day. A paid sick day is considered to be up to 8 hours. If an employee is absent for more than three consecutive work days, he or she must provide documentation for the use of paid sick leave. Paid sick leave may be used when an employee or family member is ill or injured, or to receive medical care, treatment, diagnosis or preventive medical care, or victims of domestic violence or a sex offense.

Employees may carry over half of their unused paid sick leave to the next 12-month period (beginning January 1) for a maximum of 20 hours. An additional 40 hours of unused paid sick time may be carried over exclusively for FMLA-eligible purposes. Employees may take maximum of 40 hours of paid sick leave per 12-month period (or 60 hours if FMLA-protected leave is involved);

Health & Dental Insurance

We currently are offering affordable, employer-subsidized health insurance for full time employees (30 or more hours/week). HCRG retains the right to discontinue the program if it deems that the program has become impractical.

Dining at our Restaurants

Beginning 90 days after hire, on special occasions, you and one (1) guest or up to three (3) members of your immediate family may dine (in the dining room only) at Harry Caray's Restaurant Group restaurants and receive a 50% discount on all food and non-alcoholic beverages purchased. Please ask a manager to make a reservation for you. Generally, no Friday or Saturday night reservations during prime time are

allowed. You will be responsible for paying for all alcoholic beverages, tax and gratuities at full price. Please keep in mind that, when dining at or patronizing our restaurants, you must act responsibly and in good taste, as your behavior is a reflection on the Company even though you are not working at the time.

Employee Meals

The general policy on employee meals during an employee's regularly scheduled shift is as follows and may vary depending on your location:

- 50% is taken off the check for most items.
- 30% is taken off the check for most seafood items. You must get permission from a manager prior to ordering seafood.
- Steaks and chops must be purchased at full price.
- You may not take food to go.
- Employee meals may only be eaten in the designated areas.
- Orders should not be placed while the kitchen is busy and cannot be placed without the permission of management.
- Employees are expected to clean up their area after eating.
- Employees are not allowed to use Company carry out containers to take home left over food.

Employees are not permitted to take food (e.g., potato chips), with the exception of coffee, from the kitchen, bar or any other area.

Employee Events

Each year in January, we have an employee holiday party. This is a time for us to thank you individually and collectively for all of your efforts. Attendance is voluntary and not mandatory. Employees will not be paid for their attendance at the holiday party.

WORKPLACE EXPECTATIONS

Personal Appearance and Hygiene

All employees are required to maintain a clean, neat appearance. The following are basic guidelines for evaluating your personal appearance.

- Hair should be neatly trimmed and, if shoulder length or longer, worn up or tied back so that it does not come in contact with food. Male employees should have their hair no longer than collar length.
- Hair should be clean and groomed at all times, with only a natural hair color permitted while on duty.
- Jewelry should be kept simple and tasteful, with no excess jewelry, such as wearing more than one ring per hand or multiple/dangly earrings or large necklaces. For male employees, earrings are prohibited while on duty and for women, no more than one small earring per ear is permitted. No other jewelry is allowed on one's nose, tongue, etc. while working.
- Employees may not have visible tattoos while on duty unless specifically permitted by your restaurant and approved by your manager.
- Hands should be clean and well groomed. Clear, natural or neutral color of nail polish is recommended. (Please use good judgment with color selections).
- Exercise care in the use of make-up. Moderation should prevail. Minimal fragrance is allowed.
- Facial hair may be worn if kept well-trimmed.
- You must bathe regularly and use deodorant.
- Your uniform must be clean and pressed.
- Natural and artificial scents may become a distraction from a well-functioning workplace and are also subject to this policy.

Recognizing and respecting the diversity of applicants and our employees, there may be circumstances when the Company provides accommodations to any applicable grooming & appearance standards. Under certain circumstances, federal and state anti-discrimination laws may require the Company to provide a reasonable accommodation to any applicable grooming and appearance standards to accommodate an applicant's or employee's religious beliefs and/or physical condition. Please consult your manager or the Human Resources Department should you believe you require any such accommodation.

Failure to comply with this policy may result in discipline, up to and including termination of employment.

Dress Code

Uniform/dress code requirements must be adhered to in the restaurant. Kitchen employees may be provided with cook's whites. Uniforms that are considered appropriate as normal street wear will be furnished by the employee. Required uniforms that are not considered appropriate as normal street wear will be provided by the restaurant.

If you are a non-uniformed employee, you should use good taste in the clothing you wear to work. Casual wear that does not represent proper business dress is not acceptable. Your General Manager is the authority in your restaurant on all dress, accessory, and grooming questions. Failure to comply with this policy may result in discipline, up to and including termination of employment.

Media Policy

Harry Caray's frequently receives media inquiries for events and breaking news. No employee of Harry Caray's Restaurant Group has the authority to talk with any media regarding matters concerning Company business without either Grant DePorter's (CEO) or Beth Heller (EVP)'s prior permission.

Celebrity Policy

Harry Caray's Restaurant Group is fortunate to be patronized often by celebrities, politicians and sports figures. It is imperative that we make them feel comfortable and welcome. It is our policy that employees are not allowed to ask for personal autographs under any circumstances. However, for marketing purposes, a representative of the restaurant may be directed to take photos or obtain autographs.

Electronic Communication and Internet Use

The following guidelines have been established for using the Internet, Company-provided phones and e-mail in an appropriate, ethical and professional manner. Internet, Company-provided equipment (e.g., cell phone, laptops, and computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.

All electronic and telephone communication systems are to be used primarily for business purposes. Company e-mail access will be given to certain Management personnel only.

The following actions are forbidden: using disparaging, abusive, profane or offensive language; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and Company-provided equipment such as cell phones and laptops.

Employees may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.

Employees must not use the system in a way that disrupts its use by others. Employees are prohibited from sending or receiving files that are not related to work.

Employees should not open suspicious e-mails, pop-ups or downloads. Contact IT with any questions or concerns to reduce the release of viruses or to contain viruses immediately.

In addition to the system hardware and software, all electronic files and electronic messages are the property of the Company, whether composed, received or sent by the employee. E-mail messages and other electronic files constitute business records belonging to the Company.

Employees may not use E-mail or voice mail systems to solicit for charitable or commercial ventures, or in any way that violates the Company's no solicitation policy.

Internal and external e-mails are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Company.

Right to Monitor

All Company-supplied technology and Company-related work records belong to the Company and not to the employee. HCRG routinely monitors use of Company-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

Social Media

Employees must receive permission from their supervisor before posting messages from Company property to electronic bulletin boards, list-serves or similar public posting forums on the Internet. Regardless of whether messages are posted from the Company's property or facilities, employees must recognize that the Company expects the following:

- Employees developing a Website or writing a blog or entering any text or image onto any social network site that will mention HCRG and/or the Company's current and potential products, services, employees, partners, customers and/or competitors, must identify that the views expressed are yours alone and do not represent the views of anyone else including your employer.
- Unless given permission by Grant DePorter, employees are not authorized to speak on behalf of the Company, nor represent that they do so.
- Employees may not post financial, confidential, sensitive or proprietary information about the Company, clients, employees or applicants. This includes information about trademarks, upcoming product releases, sales, finances, number of products sold, Company strategy, and any other information 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 has been released publicly or doubts of any kind, speak with your manager before releasing information that could potentially financially harm the Company, or current and potential products, services, employees, partners, and customers. Employees should also be aware of the terms made in any non-disclosure/confidentiality agreement.
- Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the Company, clients, employees or applicants.
- Company logos and trademarks may not be used without explicit permission in writing from the Company.
- Employees cannot sell any product or service that would compete with any of the Company's products or services without permission in writing from the Grant DePorter. This includes, but is

not limited to, training, books, products, and freelance writing. If in doubt, talk with your manager.

- The Company understands that employees have the right to voice or post dissatisfaction with the Company or its management or supervisors. Nothing in this policy should be construed as limiting employees from discussing wages, hours and other terms and conditions of employment with other employees or outside parties. However, the Company strongly encourages everyone to discuss any such dissatisfaction with management at any time in the simple hope to address such concerns directly. Nothing stated in this policy is intended to preclude or dissuade employees from engaging in otherwise legally protected activities protected by state or federal law, including the National Labor Relations Act.
- HCRG may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

The Company reserves the right to modify or change the policies set forth above (or anywhere else in this Handbook) to comply with applicable law, to meet changing circumstances or for any reason.

By signing the Receipt of Employee Handbook page, the employee acknowledges that he/ she has read this Company Electronic Communication and Internet Use policy and agrees to abide by its terms.

Confidentiality

While working for the Company, employees may become familiar with certain confidential information and trade secrets of the Company including, but not limited to, guest lists, information or data regarding guests or potential guests, information on sources of ingredients and supplies, recipes and other confidential information of the Company. All such information is solely the property of the Company. No employee may use, furnish or divulge to anyone such information except in the furtherance of his or her job duties with the Company. Should an employee leave the Company for any reason, he or she must immediately deliver to the Company all originals and copies of any confidential information in the employee's possession in any form or media. Violation of this provision may result in disciplinary action up to and including termination.

Cell Phones

The use of Cell Phones on site is forbidden without the direct permission of the General Manager. They may NOT be carried on your person at any time during your shift.

Employees should be aware that the Company does not promote the use of mobile phones while operating a vehicle. Safety must come before all concerns; under no circumstances should employees place themselves or others at risk to fulfill business needs.

Employees whose job responsibilities include driving, and who may use a mobile phone for business purposes, are expected to refrain from using their mobile phone while driving. Employees should plan calls to allow placement either prior to driving or while on rest breaks. Employees are expected to pull off to the side of the road and safely stop their vehicle before accepting calls. If acceptance of a call while driving is unavoidable, and pulling over is not an option, employees are expected to keep the call short and use a hands-free device, so that their eyes remain focused on the road, and both hands remain on the steering wheel, at all times.

Employees will be solely responsible for any traffic violations resulting from the use of a phone while driving.

Personal use of cell phones during working time is not permitted unless it is an emergency (for example, when a school is trying to reach a parent about their child). As technological advances continue to

expand the functions of cell phones and similar personal equipment, employees are advised that any unauthorized use of such devices at work to record, take pictures or videos and/or to transmit same may well be a violation of federal and state criminal laws and, regardless, will not be tolerated. Anyone determined to have engaged in such activity will be immediately disciplined as well as reported to the authorities.

Employees should also be aware that conversations over mobile phones are not necessarily confidential; it is possible that outside parties could tap into those conversations. If you need to communicate about a highly confidential matter, please try to use a more secure method of communication.

Violations of this policy will be subject to discipline, up to and including termination.

Telephone Calls

Non-Management employees may not receive personal telephone calls while on duty, except in the event of an extreme emergency. A message may be taken by the host/office person and passed on to the employee.

Taking phone messages is a very important process in the operation of each of our restaurants and venues. If the intended recipient of a call is not available, please transfer the call to his/her voice mail. A list of extensions should be posted near each phone.

Restricted Areas

The following areas are off limits to employees unless accompanied by management:

- All behind-the-line kitchen areas (except for cooks), including the cook's line, prep room, and walk-in.
- Behind the bar (except for bartenders and barbacks).
- All storerooms.
- The managers' and accountants' offices.
- The beer cooler and liquor room.
- The banquet area, unless a banquet is taking place.

Do not unlock or prop open any door that is closed by management.

Employee Lockers and Restrooms

Each employee may be provided with a locker for storage of personal belongings while on duty. You are advised not to bring any valuables or large amounts of cash onto the restaurant premises, as HCRG cannot be held responsible for lost or stolen items.

It is your responsibility to keep your locker clean and sanitary. Lockers remain the property of HCRG at all times, management reserves the right to conduct unannounced locker inspections at any time, and you should thus have no expectation of privacy as to the contents of your locker.

Employees should only use designated employee restrooms and are not permitted to use the guests' restrooms within public areas.

Employee Lounge

At some HCRG locations, an employee lounge may be available as an area to eat meals and relax during designated breaks. Each individual is responsible for cleaning and maintaining the area after use. The lounge is for you...enjoy it!

Employee Door

Your restaurant may have a designated door for employees to enter. If there is a designated employee door, it is expected that employees use that door and not the doors intended for guests.

Check Policy

We do not accept personal or business checks from guests unless previous arrangements have been made. If a guest has no other form of payment, we may accept a check for the exact amount of the bill, however, this decision must be made by the manager on duty. Travelers Checks or Open Table checks are accepted. Checks must be made out to the restaurant name. For travelers checks guests must provide a valid form of ID that matches the name on the check.

Lost and Found

Any items found on the restaurant property must be immediately turned over to the manager on duty.

Non-Solicitation

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, solicitation and/or distribution of material to other employees or guests for any purpose during the employee's working time is prohibited. Distribution of materials in all work areas of the restaurant and solicitation and distribution of materials by non-employees is prohibited at all times on the restaurant premises.

Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed.

Violation of this provision may result in disciplinary action up to and including termination.

Conduct

In keeping with our high standards, you are asked to conduct yourself in a professional and safe manner at all times and to respect the rights of others. Do not run, use loud or abusive language or congregate with other employees in the dining room or any area within any of our guests' view. Servers should not sit at tables or at the bar with guests. Off duty employees are not allowed in the restaurant, bar or venue without management permission. Check with your supervisor when leaving the floor for breaks; otherwise you are expected to remain at your work area at all times. Your behavior at work reflects upon both you and the Company.

One of the many reasons you have been hired is your positive attitude. We cannot stress enough how important your daily demeanor is to the continued success of the restaurant. Treating fellow employees, managers and guests in a positive and pleasant manner is considered to be a part of your job. A negative attitude or a generally unhappy or argumentative employee can have devastating effects on the overall environment. If there is something that is causing you to display a negative attitude, it is essential that you communicate with the General Manager. A continued display of a negative work-related attitude toward guests and/or co-workers could impact your employment and may result in discipline up to and including the termination of your employment.

As you review the following rules of conduct, please keep in mind that it is not intended to be a complete list; rather it is intended to provide you with examples of the types of conduct which may result in disciplinary action.

Committing any one of the following will normally result in immediate termination for the first offense:

- Committing, attempting, or participating in theft or misappropriation of property belonging to the Company, a guest, a visitor or an employee.
- Abusing or removing any equipment or materials from Company premises without proper authorization.
- Dishonesty, lying, embezzling, or falsifying or altering Company records or intentionally giving false information to anyone with a duty to prepare Company records, no matter when discovered. (This includes giving false information on an employment application, timecard, timesheet or other forms.)
- Destroying, damaging, sabotaging or hiding Company, guest or employee property, or willfully or negligently wasting materials, food or supplies.
- Disclosing trade secrets, confidential information, or proprietary business information about the Company or its guests to unauthorized persons, including competitors.
- Punching or making entries on another employee's timecard or timesheet, or allowing another person (other than a supervisor) to punch or make entries on your timecard or timesheet, or tampering with any timecard or timesheet.
- Carrying weapons or explosives while on Company property or during working time.
- Failing to cooperate in any investigation or search conducted by or on behalf of the Company, or concealing or failing to report any violation of any Company rule.
- Failing to follow prescribed security procedures, or encouraging others to do so.
- Fighting on Company property or during working time, assaulting or attempting to assault any employee or other person, or deliberately provoking or inciting another person to engage in an assault or fight.
- Violating the Company's Drug and Alcohol Policy.
- Sleeping on the job.
- Negligence resulting in injury to persons, or damage to Company, guest or employee property.
- Deliberately restricting work performance, concealing defective work, or encouraging others to do so.
- Being insubordinate or disobedient, including refusing to promptly carry out a supervisor or manager's work instruction or assignment, being rude to guests or being disrespectful or physically or verbally abusive to a supervisor or manager, employee or guest.
- Misrepresenting the reason for a leave of absence or obtaining other employment during a leave of absence.
- Destroying Company bulletin boards; posting or removing notices, signs, or writing in any form on bulletin boards or Company property at any time without the specific authority of management.
- Examining or reviewing Company records or information without authorization.
- Working concurrently for any person, association, business enterprise or Company in conflict with or competing with Harry Carey's Restaurant Group without prior approval.
- Moonlighting without permission, or violating the Company's policies on conflicts.
- Accessing Company files without authorization, or unauthorized copying or removal of files, disks, tapes, programs or hardware.
- Unauthorized use or duplication of Company keys.
- Unauthorized entry to Company property after hours.
- Violating the Company's policies regarding use of computers, internet and e-mail.

Violation of the following rules will generally result in progressive discipline, which typically is comprised of a verbal or written warning for the first and/or second offense, a final warning with or without a suspension of one or more days for the second offense, and termination for the third offense. Offenses need not be the same or similar to result in progressive discipline. In some cases, depending on

the nature of the offense and the particular circumstances, more severe and/or more rapid discipline may result.

- Operating or using computers and Company office equipment, (including office machines, computers and software), kitchen or cleaning equipment, or any other Company property in an unauthorized manner.
- Removing or adjusting safety devices without authorization of the supervisor.
- Eating, drinking, cooking or preparing food outside the designated eating areas.
- Failing to follow work rules, housekeeping and safety procedures or policies, including but not limited to the failure to properly maintain equipment and the failure to report any unsafe condition, or work-related accident, injury or illness, no matter how slight. (This also includes failure to report any work-related injury of any other individual, where you witnessed or were involved in the injury or accident.)
- Failing to maintain satisfactory work performance or causing excessive waste or damage to Company property.
- Interfering with other employees on the job.
- Being in an unauthorized area of Company property, or bringing others onto the Company's property without authorization.
- Smoking or using an open flame in unauthorized locations.
- Overstaying scheduled break periods; excessive breaks; engaging in personal business during work time.
- Leaving or preparing to leave work station before scheduled break period, lunch or quitting time, without authorization of your supervisor or manager.
- Failing to notify the Company as far in advance as possible of an absence, or failing to call in when not reporting for work prior to the scheduled shift. (Includes, but is not limited, to personal time such as jury duty, court appearances, visits to doctors, etc.)
- Making or receiving excessive or lengthy personal phone calls during scheduled work time.
- Violating the No-Solicitation Policy.
- Unauthorized selling of any items or services on Company property.
- Failing to be at your work area ready to begin work at your designated starting time.
- Creating or contributing to unsanitary conditions.
- Any other conduct deemed harmful to the Company and/or its employees.

While we hope and expect the need for disciplinary action will be rare, if job performance, attitude or conduct falls short of our established standards, appropriate action will be taken. Such action will range from verbal and written warnings to termination. As a general rule, an increasingly severe penalty is given each time an offense is committed. Some types of misconduct, however, are so intolerable that termination may be imposed for the first offense.

Return of Company Property

In the event of a separation, the separating employee must return all company property including uniforms, cell phones, keys, PCs, parking passes and identification cards. Failure to return some items may result in deductions from the final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck. Accrued vacation leave will be paid in the last paycheck and either provided at the time of separation or mailed to the employee.

Health insurance terminates the last day of the month of employment, unless an employee requests immediate termination of benefits. Information for Consolidated Omnibus Budget Reconciliation

(COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Guest Complaints

Meeting or exceeding guests' expectations is our number one goal. We want every guest who walks into our restaurant to be pleased with his or her experience. Therefore, we expect you to immediately bring any guest complaints or potential problems, no matter how small, to the attention of the manager on duty. Regardless of the guest's attitude, your attitude must always be polite and helpful. If a guest complains, always apologize and do whatever you can to fix the problem. Operate under the assumption that the guest is always right. It doesn't matter to the guest why a problem occurred, only that it is taken care of. Inform a manager even if you think you have resolved the problem yourself. The manager will make a final decision on how to handle the complaint. Serious guest complaints may result in termination.

Vendor Gift/Incentive Policy

From time to time, vendors, clients, or guests may offer employees tickets, dinners, trips, cash and other gifts. These gifts are a direct result of HCRG purchasing their products or services. While some incentive programs are acceptable, they must be managed closely to ensure that the motivations they create are aligned with the best interest of our guests and the company. As such, all offers must be reported directly to Grant DePorter or Beth Heller in advance of accepting or committing to any contests or gifts.

Smoking, Eating, Drinking and Gum Chewing

No additional breaks beyond those allowed under the break policy may be taken for the purpose of using tobacco products. Employees may smoke outside during breaks. Smoking in a Harry Caray's uniform is not permitted at any time. In accordance with Illinois law, smoking is not permitted in the restaurant or within 15 feet of entrances, exits, windows that open or ventilation intakes at any time. Under no circumstances may an employee eat, drink or chew gum in view of a guest without the permission of management.

Guest Relations

All employees of HCRG can play a role in driving ongoing sales by making all guests feel welcome and comfortable and by talking about our upcoming events.

Stay Current

All employees are responsible for staying current with new policies or practices at HCRG including, but not limited to:

- Daily Specials
- New Menus
- Service philosophies and goals
- Policies and procedures

SAFETY

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a guest.

Sanitation

All employees who handle food or supervise the handling of food (e.g., managers) must successfully complete the ServSafe® Food Handler Online Course (servsafe.com) within 30 days of employment and every 3 years thereafter.

Proper Hand Washing Procedure

It is important that every employee of HCRG executes proper hand washing to prevent the spread of germs and cross contamination. You must wash your hands:

- After you use the restroom
- Before and after you touch raw food
- After you touch your face, hair or body
- After you sneeze, cough or use a tissue
- After you smoke, eat or drink.
- After you use chemicals
- After you take out the garbage
- After you clear or bus dirty dishes
- After you touch your clothes or apron
- After you touch anything that may contaminate your hands

Footwear

Kitchen employee shoes must wear non-slip soles because restaurant kitchen and dish room floors are often wet. Shoes must be closed-toe to prevent injury if a knife is accidentally dropped or if broken glass is on the floor. Shoes must have a back, meaning open-back clogs or mules are unacceptable.

Equipment Handling

Employees are responsible for familiarizing themselves with equipment procedures for their own work area, including:

- Do not over carry plateware or glassware
- If something breaks, use a broom and dustpan to discard
- We do not clap or cheer when someone breaks something, we ask if they need assistance
- Do not “toss” any glassware/china in to the dish area
- Use verbiage when walking behind another employee so you are both aware of each other's presence
- Carry knives down by your side, blade in
- Let falling things fall, do not attempt to catch
- Use appropriate ladders or step stools to reach high areas
- When picking up heavy items, bend with your knees and focus
- Use all safety guidelines for any type of equipment

Incident Reporting

It is the responsibility of the employee to complete an accident and incident report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination. Furthermore, management requires that every person in the organization assume the responsibility of individual and organizational safety. Failure to follow Company safety and health guidelines or engaging in conduct that places the employee, client or Company property at risk can lead to employee disciplinary action and/or termination.

If you injure yourself during a shift, notify a manager immediately. Management must document the injury and take necessary measures to assist in recovery.

All injuries are subject to investigation. If an injury occurred during work but was an effect of the employee not following proper procedures or not following codes of conduct (no drinking or substance abuse during work), it is possible to not be covered by the Workers Compensation Program.

Guest Safety and Alcohol Awareness

HCRG cares about the safety of its guests and others. It is the responsibility of all employees to promote safety in their restaurant. You must notify a manager immediately if a guest has had an accident.

All managers, servers and bartenders must complete Beverage Alcohol Sellers and Servers Education and Training (BASSET) training in accordance with the law of the municipality in which their restaurant is located (illinois.gov/ilcc/Education/Pages/BASSET/Home.aspx).

It's our policy to provide outstanding beverage service, managed in a responsible fashion. It is essential that all service personnel understand all applicable laws and ordinances pertaining to the sale of alcohol, our policies regarding liquor sales, as well as the possible consequences of irresponsible liquor service. Our liquor license is indispensable to our operation, and it is a privilege, not a right, to be able to sell liquor to the public. Failure to use this privilege responsibly may result in the loss of our license. Federal and state laws and our genuine concern for our guests' safety require us to follow the following policies: Alcoholic beverages will not be served to any guest who is intoxicated. If you observe a guest who appears intoxicated, immediately notify a manager and any other employee who may have direct contact with the guest.

As a service to our guests and to the community, we will provide a ride home to any guest who is visibly intoxicated. HCRG also promotes the safety of our guests and others by supporting the use of designated driver programs, food programs and "call-a-cab" services. The legal Blood Alcohol content for drivers is below .08.

The sale of alcoholic beverages to minors is prohibited by law. It is everyone's responsibility to check identification and to enforce this law. The legal drinking age in Illinois is 21. Employees who serve alcoholic beverages to minors are breaking the law and jeopardizing our liquor license. Report to a manager any problems or potential problems regarding the above. Failure to abide by these policies may result in your immediate termination.

Violence in the Workplace

All employees, guests, vendors and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates or coerces another employee, customer, vendor or business associate will not be tolerated. HCRG resources may not be used to threaten, stalk or harass anyone at the workplace or outside the workplace. HCRG treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence and suspicious individuals or activities should be reported as soon as possible to a supervisor or any member of senior management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. Employees should promptly inform their supervisor of any protective or restraining order that they have obtained that lists the workplace as a protected area.

HCRG will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. HCRG will not retaliate against employees making good-faith reports of

violence, threats or suspicious individuals or activities. In order to maintain workplace safety and the integrity of its investigation, HCRG may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Employees who have been terminated by the Company and do not have reason to be on Company premises, should not be here. Any such incidents should be reported to your supervisor immediately.

HCRG encourages employees to bring their disputes to the attention of their supervisors before a situation escalates. HCRG will not discipline employees for raising such concerns.

Alcohol and Drug Use

Reporting to work under the influence of alcohol or drugs is a severe offense, which may subject you to disciplinary action up to and including termination. The use of the term “drug” in this policy refers to both legal and illegal controlled substances unless the legal use is pursuant to the instruction of a physician or other medical professional licensed to prescribe medication who has been informed of your job duties and has advised that the substance does not adversely affect your ability to safely perform your job. HCRG will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee’s ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.

Drinking on duty, supplying alcoholic beverages to other employees or having any involvement with drugs on any Company premises (including Company parking lots) are also actions that may result in the termination of your employment.

Drug Testing

Harry Caray’s Restaurant Group reserves the right to conduct employee drug and/or alcohol testing for matters involving reasonable suspicion, or if the employee has been involved in a work-related accident or is returning to work after having violated the Alcohol and Drug Use policy above. “Reasonable suspicion” refers to observations concerning the appearance, behavior, speech or odors of the employee that are indicative of alcohol and/or drug use. All alcohol breath testing performed under this program shall be performed to determine blood alcohol content only. Any employee having a blood alcohol content (“BAC”) of at least .02 shall be deemed to have tested positive for the use of alcohol.

Employees instructed to take a test under this policy must proceed immediately to the testing site. Failure to submit to such a test will subject the employee to termination of his/her employment. Additionally, submitting a confirmed “cold” or “adulterated” sample by an employee will be grounds for immediate termination of employment.

The Company requires a consent form to be signed by the individual prior to testing. Any employee who refuses to sign or submit to testing will be questioned as to the reason(s) for refusal. Unless there is a valid reason for refusal, the employee will be subject to disciplinary action up to and including termination.

Drug tests will be conducted by a qualified laboratory, and proper chain of custody procedures will be observed for bodily fluid samples. When employment status will be affected, confirmatory testing will be carried out.

Records and information about testing and test results will be treated as private and confidential to the extent possible.

Health and Food-Safety Vaccinations

The Company reserves the right to request that an employee submit to a health and food-safety vaccination such as Hepatitis A. Failure to do so may result in termination.

Workplace Searches

To 1) better protect and secure the property of our employees, our customers, and HCRG 2) help prevent the possession, sale, and use of illegal drugs on HCRG premises (in support of HCRG's drug-free workplace policy), and 3) assist with and support a safe and efficient workplace free from threats, intimidation, harassment and discrimination, HCRG establishes the right to question employees (and all other persons entering and leaving our premises), and to inspect any property whether locked or unlocked including packages, parcels, purses, handbags, briefcases, lunchboxes, electronic equipment or any other possessions or articles carried to and from HCRG premises.

In addition, HCRG reserves the right to search any employee's office, desk, files, locker, computer, laptop computer, electronic organizer, or any other area or article on our premises, including personal or Employer vehicles, whether or not such property is locked or unlocked and whether or not the lock is Employer owned or employee owned. In this connection, it should be noted that all offices, desks, files, lockers, and so forth, whether locked or unlocked, are the property of HCRG and are issued for the use of employees only during their employment with HCRG.

Searches and inspections may be conducted at any time at the discretion of HCRG when reasonable grounds exist.

To this end, the Employer has posted notices in our facilities informing all employees, prospective employees, customers, visitors, and all other individuals of the Employer's broad workplace search policy.

Individuals entering the premises of HCRG who refuse to cooperate in an inspection or search conducted under this policy will not be permitted to enter the premises of HCRG. Employees who refuse to cooperate in an inspection or search, as well as employees who after the inspection or search are believed to be in possession of stolen property, illegal or unauthorized firearms or weapons, or illegal drugs, will be sent immediately to the Human Resources Department and be subjected to disciplinary action up to and including discharge. Additionally, HCRG reserves the right to contact and/or involve law enforcement as it deems appropriate or necessary.

Employees who unreasonably fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination from employment.

Employees should not have an expectation of privacy as to any property or articles on Employer premises, including computers, electronic equipment, etc.

Nothing stated in this policy is intended to preclude or dissuade employees from engaging in otherwise legally protected activities protected by state or federal law, including the National Labor Relations Act.

Weapons Policy

To ensure that HCRG maintains a workplace safe and free of violence and/or intimidation for all employees, the employer prohibits the possession or use of perilous weapons on employer property to the fullest extent allowed by law.

No employee is authorized to possess a firearm or weapon on any employer property or while engaged in employer business, except as permitted by and in strict accordance with applicable state law.

Employees are prohibited from displaying, brandishing, discharging or otherwise using any and all dangerous weapons, including firearms. Making threats, engaging in acts of violence, or bullying, especially if a dangerous weapon is involved, will not be tolerated.

Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including immediate termination.

"Employer property" is defined as all employer-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and, to the extent permitted by law, parking lots under the employer's ownership or control. This policy applies to all employer-owned or leased vehicles and, to the extent permitted by law, all vehicles that come onto employer property. The employer does recognize Illinois' Firearm Concealed Carry Law, and nothing contained in this policy is intended to violate that law or interfere with or infringe on any individual's right under that law.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

COMMUNICATION

Open Door Policy

We realize that in any group of people there can be honest differences of opinion about working conditions, wages, and other employee problems. It is not good for the individual or the Company to have an employee think or feel that something is wrong and that nothing can be done about it. We have established the following procedure to facilitate prompt resolution of concerns:

- Talk to your supervisor first. It is his/her job to see that you are treated fairly. He/she will usually be able to resolve any difficulty.
- If you and your supervisor are unable to find a solution that is satisfactory to you, bring your problem to the General Manager. He/she will speak with you privately and promptly to try to resolve the problem.
- If the General Manager cannot resolve your problem, please schedule a meeting with the Director of Operations.
- If the Director of Operations cannot resolve your problem, please schedule a meeting with Grant DePorter.

Bulletin Boards

There is an employee bulletin board located in a designated area of each establishment, usually near the office. This bulletin board will contain schedules, policy changes, and announcements; therefore, it is every employee's responsibility to check the board each time they come to work. No materials may be posted on or removed from the bulletin boards without the prior approval of your supervisor.

The blackboard in the kitchen is to be used to write the daily specials and 86'ed items, not to address any other matters.

Employee Meetings

From time to time, general employee meetings and meetings pertaining to your specific job are scheduled to discuss important current topics. Employees are required to attend and be on time for all scheduled staff meetings. The time and date will be posted on the employee bulletin board. All attendees will be paid for their time.

LEAVES OF ABSENCE

Occasionally it may be necessary for you to be absent from the job for an extended period of time. We understand the occasional need for such an absence. You are urged to request extended leaves of absence only when they are clearly necessary. **All extended leaves of absence are unpaid.**

We offer principally two types of extended leaves of absence: Family and Medical Leave (FMLA) and Personal Leave.

Requesting a Leave

Employees who are absent, or expect to be absent from work for more than five (5) consecutive work days will need to request a leave of absence.

Return or Extension of Leave

Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leave for their own serious health condition must provide a fitness-for-duty release from their health care provider before they will be permitted to return to work.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits, including paid vacation, during the period you are on a leave.

Unpaid Personal Leaves of Absence

Unpaid personal leaves of absence for a period of up to thirty (30) days may be requested by full-time regular and part-time employees who have completed six (6) months of continuous service. Personal leave may be granted for justifiable reasons in the Company's sole discretion, provided the leave does not seriously disrupt the Company's operations. Personal leaves are not granted until all accrued unused vacation has been exhausted. The employee does not accrue benefits including but not limited to vacation days when on leave. The employee will not be paid for holidays during a leave of absence.

Reinstatement cannot be guaranteed to employees returning from personal leave. However, the Company endeavors to place employees returning from personal leave in their former position or in a comparable position subject to budgetary restrictions, the Company's needs to fill vacancies, and other factors within the sole discretion of the Company.

Family and Medical Leave Act (FMLA)

Under the Family and Medical Act. The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

General Provisions

Under this policy, HCRG will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility

To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the Company for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.
- The employee must work in an office or work site where 50 or more employees are employed by the Company within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for a newly placed child.
3. To care for a spouse, child or parent with a serious health condition (Under the FMLA, a “spouse” means a husband or wife as defined under the law in the state where the employee resides, including same-sex marriages in states that legally recognize such civil unions).
4. The serious health condition of the employee that makes the employee unable to perform the functions of the employee's position. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 30 days of the incapacity would be

considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5. Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities, h) Parental care; and i) additional activities not encompassed in the other categories, but agreed to by the employer and employee.

Covered active duty means:

In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member or covered veteran.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

A covered servicemember is defined as a current member of the Armed Forces (including the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy for an injury or illness incurred in the line of active military duty or that existed before the beginning of active duty and was aggravated by service in the line of duty, that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating. Covered servicemember also includes any individual on the temporary disability retired list.

A covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness is also entitled to leave. A covered veteran is defined as an individual who was a member of the Armed Forces and was discharged or released under conditions other than dishonorable during the five year period prior to the first date an eligible employee takes leave

(October 28, 2009 through March 8, 2013 shall not count towards the five year look-back period). In the case of a covered veteran, a serious injury or illness means an injury or illness that was incurred by the veteran in the line of duty while on active duty (or existed before the beginning of active duty but was aggravated in the line of duty) and that is (1) a continuation of a serious injury or illness incurred or aggravated when the veteran was an active member of the armed forces that rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or ration; (2) a physical or mental condition for which the covered veteran has received a "VASRD disability rating" of 50 percent or greater and the rating is based, at least in part, on the condition precipitating the need for leave; (3) a physical or mental condition that substantially impairs (or without treatment would impair) the veteran's ability to secure a gainful occupation by reason of disability related to military service; or (4) an injury, including a psychological injury for which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

Employees requesting this type of FMLA leave must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

Amount of Leave

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the Company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the Company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave. If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

While an employee is on leave, the Company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the Company will require the employee to reimburse the Company the amount it paid for the employee's health insurance premium during the leave period.

Under current Company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the

premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Human Resources Department by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped. The employer will provide 15 days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or virtually identical in terms of pay, benefits and working conditions.

The Company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal and family leave prior to being eligible for unpaid leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The Company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and

for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the Company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach an agreement with the Company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The Company may require certification of the medical necessity.

Certification for the Employee's or Family Member's Serious Health Condition

The Company will require certification for the employee's or family members' serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. If any questions arise over the documentation for certification and additional documentation is required, the employee has seven (7) calendar days to submit additional documentation regarding certification. Failure to provide certification, within the time frame and in absence of good faith practicable efforts, may result in a denial of continuation of leave. Medical certification may be provided by using the Medical Certification Form and job description with essential duties listed. Request for a medical certificate must be made in writing as part of the employer response to employee request for leave. Employees have an affirmative duty to cooperate and communicate throughout all facets of the leave process, including, but not limited, to the initial request for leave, certification and return to work procedures.

Certification of the serious health condition shall include the date when the condition began, its expected duration and a brief statement of treatment. For medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a family member who is seriously ill, the certification must include a statement that the patient, the family member, requires assistance and that the employee's presence would be beneficial or desirable.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent leave or working a reduced schedule.

The Company has the right to ask for a second or third opinion if it has reason to doubt the certification. The Company will pay for the employee to get a certification from a second or third doctor, which the Company will select. If necessary to resolve a conflict between the original certification and the second opinion, the Company will require the opinion of a third doctor. The Company and the employee will mutually select the third doctor, and the Company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion. The employee gives the employer permission to contact the healthcare provider if any clarification regarding documentation or certification arises. Prior to reinstatement, the employee is required to undergo a Fitness for Duty Exam and present the exam results and release. The Fitness for Duty release may include an assessment of the job requirements so the healthcare provider may accurately ascertain the parameters of reinstatement and if any accommodations are required.

Certification of Qualifying Exigency for Military Family Leave

The Company will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave

The Company will require certification for the serious injury or illness of the covered service member. This documentation may be a copy of the military medical information, orders for treatment, or other official Armed Forces communication pertaining to the servicemember's injury or illness incurred on active military duty that renders the member medically unfit to perform his or her military duties. The documentation may also be provided by any healthcare provider authorized under the FMLA to certify injury or illness. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Recertification

The Company may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide the Human Resources manager with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the Human Resources manager will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Company's usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR manager will provide the employee with a written response to the employee's request for FMLA leave.

Intent to Return to Work from FMLA Leave

The Company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Pregnancy or Childbirth

Absent of undue hardship by HCRG, if you have been affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth, you will be reinstated to your original job or to an equivalent pay and accumulated seniority, retirement, fringe benefits, and other applicable service credits upon signifying your intent to return or when your need for reasonable accommodation ceases.

Continuation of Insurance

If you choose to continue your group health insurance during a Personal Leave or FMLA, you may do so by paying the entire insurance premium plus a 2% administration fee due at the beginning of each month, in accordance with the terms of COBRA. Failure to pay the premium on time could result in cancellation of coverage. If your insurance is cancelled, either because you chose not to continue coverage during the leave or because of non-payment of the premium, the availability of health insurance may be restricted or limited in accordance with federal law.

School Visitation Leave

If you have been employed by the Company for at least six consecutive months and work at least 20 hours per week, you may take a total of eight hours of unpaid leave during any school year to attend school conferences and classroom activities of your children, if the conference or activity cannot be scheduled during non-working hours. No more than four hours of leave may be taken in any one day. You have to use all available paid time off for school visitation before being eligible for unpaid school visitation leave. Before arranging attendance at the conference or activity, you have to provide the Company with a written request for school visitation leave at least seven (7) days in advance of the time it will be taken; however, in emergency situations, no more than 24 hours notice is required. Employees have to consult with their managers to schedule the leave so as not to unduly disrupt the Company's operations. As a condition of being granted school visitation leave, employees have to provide a verification statement (in accordance with and as defined by applicable Illinois law) from the school within two (2) working days of the school visitation, if requested by the Company.

Blood Donation Leave

To encourage our employees to contribute to our community's blood banks, full-time employees who have been employed with the Company for six (6) or more months may take up to one (1) hour of paid leave from work to donate blood.

An employee may not take this leave more often than once every fifty-six (56) calendar days. In order to take this leave, an employee must complete a blood donation leave request form one (1) week prior to the requested leave, and submit it to your manager. The Company may require the employee to provide proof of blood donation.

Voting Time Off

If you are eligible to vote at any popular election, you are encouraged to vote before your normal working hours or at the end of your working day. If voting at those times is not possible, you may leave work for up to two (2) hours between the time of the opening and the closing of the polls. You must request the voting time off from your supervisor prior to the day of the election. Your supervisor may determine the actual hours that you may leave to vote. Non-exempt employees will not be paid for any hours not worked.

Illinois Family Military Leave

In recognition of our Country's servicemen and women, the Company offers a period of leave for our employees who are parents and spouses of service men and women called to extended military service. If your spouse, son or daughter has been called to military service for a period exceeding thirty (30) days pursuant to the orders of the Illinois Governor or U.S. President, you may be eligible for leave under the Illinois Family Military Leave Act. To be eligible, you must have been employed by the Company for at least twelve (12) months and at least 1,250 hours of service during the twelve (12)-month period immediately preceding the start of the leave.

Leave under the Illinois Family Military Leave Act can be taken for up to thirty (30) days. The leave may be taken in consecutive, periodic or partial day absences during the period in which your family

member's military unit has been mobilized and is preparing to leave its base to prepare for combat. You must provide certification from the relevant military authority verifying your eligibility as the spouse or parent of an individual called to military service of greater than thirty (30) days.

If the leave requested will consist of five (5) or more consecutive work days, you should provide the Director of Operations with notice of at least fourteen (14) days in advance of the start of the leave, when possible. Leave of shorter duration requires you to give notice to the Company as soon as practicable. If you return to work at the end of a permitted leave period, you will be restored to the same or to an equivalent position to the one you held when the leave began. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not been on leave. You must substitute any accrued but unused vacation days for unpaid leave under this policy.

You will be permitted to maintain health insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status.

Military Leave

Employees who enter the Armed Forces of the United States will be granted extended leaves of absence without pay in accordance with federal and state laws governing such leaves.

An employee who is a member of the National Guard or of a reserve component of the Armed Forces will, upon written or verbal notice, be granted a military training leave. Upon presentation of a military pay voucher, employees will be reimbursed for the difference between their normal compensation and the pay they receive while on military duty. Training leaves will not, except in an emergency or in the event of extenuating circumstances, exceed two weeks a year, plus reasonable travel time.

VESSA Leave

Under the Illinois Victims' Economic Security and Safety Act (VESSA), you may take up to a total of twelve (12) workweeks of unpaid leave from work during any rolling twelve (12) month period in order to address matters involving domestic violence for yourself or an employee who has a family member or household member who is a victim of domestic or sexual violence as provided for under Illinois law.

Eligibility

Generally, to be eligible for VESSA leave, you must either be a victim of domestic violence or a family or household member of such a victim. Leave may be taken for the following reasons:

- To seek medical attention or treatment;
- To seek psychological counseling;
- To obtain victim services;
- To relocate for reasons of safety;
- To seek legal assistance; and/or
- To participate in a related court proceeding.

"Family or household member" means a spouse, party to a civil union , parent, son, daughter, and persons jointly residing in the same household whose interests are not adverse to the employee as it relates to the domestic or sexual violence. "Family or household member" may also include those related by blood or by present or prior marriage, or who share a son or daughter.

"Parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter. "Son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18

years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability.

Leave Time

If you need to take a leave of absence under VESSA, please speak with the Director of Operations so that we can discuss the amount of time that is necessary and how we can best schedule your work. If you are applying for VESSA leave for a condition that also qualifies for FMLA leave, the leave time will also count as FMLA leave and will run concurrently with FMLA leave. Otherwise, the VESSA leave time will be in addition to FMLA time off.

Notice Required

You must provide the Director of Operations with advance notice (at least forty-eight (48) hours) of your intention to take the leave if you had advance notice of the need for the time off. If such notice is not possible, you must notify management as soon as is practicable.

Certification Required

If you are eligible for VESSA leave and seek to use it, you must provide the Director of Operations with certification (a sworn statement) that: (a) states that you or your family member is a victim of domestic violence; and, (b) includes your reason(s) for taking the leave. In addition to your sworn statement, you also must provide corroborating information to support the need for your leave, such as documentation prepared by a victim services organization, attorney, clergy member, medical or professionals who provided assistance to the victim; police or court records; or other corroborating evidence. The supporting documentation may be submitted as it becomes available. Certification must be provided within a reasonable time (generally no later than 15 days) following the request by the Director of Operations.

Employment and Benefits

Time off that is approved under this policy is unpaid, and the time spent on VESSA leave will not be considered or counted as "time worked" for the purposes of accruing or earning employment benefits. The employee may use any available paid or unpaid leave (including family, medical, annual, personal, vacation etc.) from employment, in substitution for any period of such leave for an equivalent period of leave. Upon your return from VESSA leave, you are entitled to restoration to your position of employment or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. However, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had not been on leave.

Jury Duty Leave

The Company encourages all employees to meet their civic responsibility by serving on a jury when called upon to do so. If you are summoned to serve on a jury, please show your summons to your supervisor immediately. It is your responsibility to keep the Company informed of the dates and expected duration of your jury duty.

While on jury duty, regular employees will receive the difference between their regular straight time rate of pay and the amount they receive from the court for up to three (3) work days in any rolling 12 month period. Exempt staff members will be paid their normal salaries during any workweek in which they appear as a witness or juror and also perform services for the Company, regardless of the amount of time spent performing those services. *Employees who must serve longer than three (3) days must take an unpaid leave of absence to do so, or they may elect to use accrued paid vacation time.* To receive your pay from the Company under this policy you must present the voucher or check received for serving on the jury to the accounting office.

The Company will make no attempt to have your service on a jury postponed except when business conditions necessitate such action.

Funeral Leave

In the event of a death in the immediate family which requires an employee to miss work, regular full-time and regular part-time employees who have completed their initial employment period are eligible to be paid for up to three (3) consecutive days off in order to attend the funeral or take care of related matters. For purposes of this policy, the term "immediate family" means your spouse, party to a civil union, parents, step-parents, sisters, brothers, children, step-children, grandparents, grandchildren, mother-in-law, and father-in-law. Deaths of extended family and close friends should be discussed with the General Manager and may be considered for unpaid leave. The approval and duration of funeral leave will depend on circumstances and is at the manager's discretion. Employees may be requested to provide documentation related to the funeral to their supervisor in order to collect bereavement pay.

Workers' Compensation Insurance

In the unfortunate event that you are injured while at work, you will be covered by the Company's workers' compensation insurance at no expense to you. If you are injured at work, notify a manager immediately, seek proper care, and see that a work related accident report is filled out. Failure to report a work related accident may result in a loss or delay of benefits.

If your accident results in a loss of time from work, you may qualify for additional benefits. Eligibility for these benefits, as well as the percentage of wages to be paid, and length of the waiting period, if any, are all based on the current state laws regarding these matters.

Coordination of Leaves/Benefits

All leaves of absence that you may qualify for at the same time, are to be taken at the same time. All time missed from work that qualifies for both worker's compensation and FMLA will be counted toward the employee's twelve (12) weeks of FMLA. If you otherwise qualify for worker's compensation benefits you shall collect such payments at the same time you are on FMLA.

If you otherwise qualify for other types of paid-time-off programs, such as paid vacation days, you must substitute those paid days for any unpaid FMLA or Personal Leave days. This means that you must take such paid-time-off at the same time you are taking unpaid FMLA and/or Personal Leave. Days on which you qualify for workers' compensation benefits are not unpaid, so paid-time-off cannot be substituted.

POLÍTICA PARA LA PREVENCIÓN DE ACOSO SEXUAL

HCRG se compromete a mantener un lugar de trabajo libre de acoso sexual. El acoso sexual es una forma de discriminación laboral. HCRG tiene una política de cero tolerancia a cualquier forma de acoso sexual, y todos los empleados deben trabajar de manera de prevenir el acoso sexual en el lugar de trabajo. Esta Política es un componente del compromiso de HCRG para un ambiente laboral libre de discriminación.

El acoso sexual es ilegal. Todos los empleados tienen el derecho legal a un lugar de trabajo libre de acoso sexual, y los empleados pueden hacer una denuncia internamente ante HCRG o ante una agencia del gobierno o en un tribunal de acuerdo con las leyes contra la discriminación locales, estatales o federales para hacer cumplir ese derecho.

La Política de HCRG aplica a todos los empleados, solicitantes de empleo, pasantes remunerados o no remunerados, contratistas y personas que realizan actividades comerciales con HCRG.

El acoso sexual no será tolerado. Cualquier empleado o persona cubierta por esta política que participe en acoso sexual o represalias será objeto de acciones disciplinarias o correctivas, que pueden incluir hasta el despido.

¿Qué es el acoso sexual?

La Ley de Derechos Humanos de Illinois define "acoso sexual" como cualquier insinuación sexual no deseada o solicitud de favores sexuales o cualquier conducta de naturaleza sexual cuando (1) el sometimiento a dicha conducta sea explícita o implícitamente un término o condición para el empleo de una persona, (2) el sometimiento o el rechazo de tal conducta por una persona se use como fundamento para las decisiones de empleo que afecten a dicho individuo, o (3) tal conducta tiene el fin o el efecto de interferir sustancialmente con el desempeño laboral de la persona o de crear un ambiente laboral intimidante, hostil u ofensivo.

El título VII de la Ley de Derechos Civiles de 1964 establece que es ilegal acosar a una persona (postulante o empleado) debido al sexo de esa persona. Los términos "debido al sexo" o "sobre la base del sexo" incluyen, entre otras cosas, a causa o sobre la base de embarazo, parto o afecciones médicas relacionadas; y las mujeres embarazadas, que hayan dado a luz recientemente o que tengan afecciones médicas relacionadas deben ser tratadas de la misma manera para todos los fines relacionados con el empleo, inclusive para recibir incentivos extrasalariales, como las demás personas no afectadas pero similares en cuanto a su capacidad o incapacidad de trabajar y nada de lo establecido en la sección 2000e-2(h) de este título [sección 703(h)] se debe interpretar como una autorización para lo contrario. Esta subsección no exige al empleador pagar beneficios de seguro de salud por aborto, excepto en caso de que la vida de la madre corra peligro si el embarazo llega a término, o excepto si han surgido complicaciones médicas a causa de un aborto: Siempre que nada en la presente impida al empleador ofrecer beneficios por aborto o afecte los convenios colectivos relacionados con el aborto. Proceso de denuncia

HCRG entregará a todos los empleados un formulario para denunciar internamente el acoso y presentar quejas. Los empleados pueden hacer denuncias confidenciales de acoso al Manager, Director of Operations or Vice President.

HCRG hará una investigación rápida, exhaustiva y confidencial para asegurar el debido proceso para todas las partes, siempre que la gerencia reciba una denuncia de acoso sexual o se entere de otra forma de un posible acoso sexual. Al momento de recibir la denuncia, HCRG hará una revisión inmediata de las acusaciones y tomará las medidas provisorias que se consideren necesarias. Se investigarán todas las denuncias o la información sobre el presunto acoso sexual, sin importar si fueron hechas en forma oral o escrita. Se les concederá a todas las personas involucradas, que incluyen los denunciantes, los testigos y los presuntos autores, el debido proceso para proteger sus derechos a una investigación justa e imparcial.

Cómo presentar una denuncia ante el Departamento de Derechos Humanos de Illinois o EEOC

Aparte del proceso interno en HCRG, los empleados también pueden elegir tomar medidas legales ante el Departamento de Derechos Humanos de Illinois o la Comisión para la Igualdad de Oportunidades en el Empleo (*Equal Employment Opportunity Commission*, EEOC) de Estados Unidos.

United States Equal Employment Opportunity Commission (EEOC)

La EEOC exige el cumplimiento de las leyes federales contra la discriminación, inclusive el título VII de la Ley Federal de Derechos Civiles de 1964 (codificada como 42 U.S.C. § 2000e y ss.). Las personas pueden presentar una denuncia ante la EEOC en cualquier momento hasta 300 días después del acoso. Presentar una denuncia ante la EEOC no tiene costo. La EEOC investigará la denuncia y determinará si hay una causa razonable para creer que ha habido una discriminación, en cuyo caso la EEOC emitirá una carta de Derecho a demandar, que permite a la persona presentar una denuncia ante un tribunal federal.

La EEOC no hace audiencias ni adjudica indemnizaciones, pero puede tomar otras acciones que incluyen entablar un proceso en un tribunal federal en nombre de los denunciantes. Los tribunales federales pueden adjudicar indemnizaciones si se descubre que ha ocurrido discriminación.

Si un empleado cree que ha sido discriminado en el trabajo, puede presentar "Cargos por discriminación". La EEOC tiene oficinas de campo, de área y de distrito donde se pueden presentar las denuncias. Comuníquese con la EEOC al 1-800-669-4000 (1-800-669-6820 (TTY)), visite el sitio web en www.eeoc.gov o envíe un correo electrónico a info@eeoc.gov

Departamento de Derechos Humanos de Illinois (Illinois Department of Human Rights, IDHR)
Se pueden presentar cargos por discriminación por teléfono, correo electrónico, fax, correo o en persona en la oficina de Chicago o Springfield del IDHR hasta 300 días después de la supuesta discriminación (180 días para lesiones ocurridas antes del 8 de junio de 2018). La fecha límite para discriminación de vivienda es de un año. Sitio web: <https://www.illinois.gov/dhr>

Oficina de Chicago:

Intake Unit, 100 West Randolph Street, 10th Floor Chicago, IL 60601

Tel.: 312-814-6200

TTY: 866-740-3953

Fax: 312-814-6251

Correo electrónico: IDHR.ReportSH@illinois.gov o IDHR.Intake@illinois.gov

Oficina de Springfield:

Intake Unit, 535 W. Jefferson, 1st Floor Springfield, IL 62702

Tel.: 217-785-5100

TTY: 866-740-3953

Fax: 217-785-5106

Correo electrónico: IDHR.ReportSH@illinois.gov o IDHR.Intake@illinois.gov

Prohibición de represalias

Ninguna persona cubierta por esta política puede ser objeto de acciones laborales adversas que pueden incluir hasta el despido, medidas disciplinarias, discriminación o de otra manera

acciones laborales adversas si el empleado denunció un incidente de acoso sexual, si dio información o de lo contrario asiste en cualquier investigación por una denuncia de acoso sexual. HCRG tiene una política de tolerancia cero para tales represalias contra cualquier persona que, de buena fe, haga una denuncia o dé información sobre un presunto acoso sexual. Cualquier empleado de HCRG que tome represalias contra una persona involucrada en una investigación de acoso sexual será objeto de acciones disciplinarias, que pueden incluir hasta el despido. Los empleados, pasantes remunerados o no remunerados, o personas que no sean empleados que trabajen en el lugar de trabajo que crean que han sido objeto de represalias deben informar al supervisor, gerente o [or name of appropriate person to inform an employee has been subject to retaliation]. Los empleados, pasantes remunerados o no remunerados, o personas que no sean empleados que crean que han sido víctima de represalias también pueden pedir compensaciones en otros foros disponibles, como se explica a continuación en la sección de Protecciones legales.

Capacitación

Los empleados deben participar en una capacitación para la prevención del acoso sexual al menos una vez al año.

**EMPLOYEE HANDBOOK
ACKNOWLEDGMENT, RECEIPT AND CONFIDENTIALITY AGREEMENT**

I have received a copy of the Harry Caray's Restaurant Group Employee Handbook and other training materials relevant to my job. I acknowledge receipt of the Employee Handbook and have read and understand its provisions. I understand that this Handbook contains important information on some of Harry Caray's Restaurant Group's general personnel policies, and on my privileges and obligations as an employee of this Company.

I also understand that I will receive information specific to my position and other training reference materials. It will be my responsibility to read these materials and adhere to their guidelines and standards. I understand that the information in this Handbook is intended to familiarize me with general procedures and practices; **this Employee Handbook does not constitute and is not part of a contract, and no employee has any contractual rights to the matters set forth in this Employee Handbook.** I am aware that Harry Caray's Restaurant Group may change, rescind or add to any policies, benefits or practices described in this Handbook. **I also understand that my employment with a Harry Caray's Restaurant Group establishment is voluntary and at-will. I have the right to terminate employment at any time, for any reason. Likewise, the Company also has the option to terminate my employment, at any time, and for any reason.** I acknowledge that that no employee or representative of Harry Caray's Restaurant Group other than the President has any authority to enter into any agreement for employment contrary to the foregoing, and then only if in a written, signed document.

I understand that I will be given or exposed to materials that are considered proprietary or confidential in nature. Items such as this Handbook, training materials and other informational materials are the sole property of Harry Caray's Restaurant Group, and are intended for my use only. I understand that I may not share, sell, photocopy or distribute any of these materials to any other individual, business or corporation, either during or after my employment with the Company.

Also, depending on my position, I may be exposed to recipes and preparation methods and understand these are highly confidential and that I may not reveal or share this information with anyone or for any reason, either during or after my employment with the Company. I understand and agree that I will not divulge recipes, ingredients or preparation methods either verbally or in writing to any other party, at any time, for any reason. I also understand that it is against Company policy to make or possess copies of recipes for any non-Company use, or for the use of others.

I acknowledge and agree that I will adhere to the terms contained in this Employee Handbook and that if I fail to do so, it may lead to disciplinary action up to and including termination of my employment.

I have read the Electronic Communication and Internet Use policy and agree to abide by its terms. I have read the broad Workplace Search policy and know that my privacy in the workplace is affected and limited by this policy.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by HCRG, and the Company reserves the right to change my hours, wages and working conditions at any time. I recognize HCRG's right to make unilateral changes in the content, interpretation, or application of the Handbook anytime HCRG deems appropriate, even if the changes to be implemented have not been communicated, reprinted or substituted in the Handbook or elsewhere. I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of HCRG has the ability to adopt any revisions to the policies in this Handbook.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at HCRG is employment at-will, which may be terminated at the will of either HCRG or me. Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by HCRG or me.

I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Printed Name

Signature

Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

SANITATION OATH

- I understand that cleanliness and sanitation is always MY responsibility at all times in the restaurant.
- I understand that no personal drinks are to be kept in a food service or food preparation area-this includes all shelving, ice bins, bottle coolers, and walk in coolers.
- I understand that the cover for the ice bin, including those behind the bar, are to remain on the bins at all times.
- I understand that nothing is to be placed into the ice bins behind the bar at any time. This is edible ice and placing a bottle or shaker tin in the ice compromises the cleanliness.
- I understand the soda gun is to be kept in the appropriate holster at all times, not in the ice bin.
- I understand that the only “tool” that I am able to put in the ice bin is an ice scoop when I am scooping ice.
- I understand that it is unsanitary to stack wet glasses or pans on top of one another. “Wet nesting” is unacceptable.
- I understand that it is my responsibility to know the location of the nearest hand wash sink and the nearest dump sink. Additionally, it is my responsibility to know the difference between the two.
- I understand that NOTHING is allowed to be put in or on a hand wash sink other than soap and water, and that the sink must have hand soap and paper towels at all times. If there are no soap and paper towels, I understand that it is MY responsibility to fix the problem or notify management.
- I understand that it is my responsibility to know where to get the necessary quaternary sanitizer and which container to put it in. I also understand that if a container is labeled as sanitizer I cannot put ANYTHING other than sanitizer in that container. Doing so constitutes a health code violation and is unsanitary.
- I understand that it is my responsibility to know how to properly operate the dish machine in the kitchen or behind the bar. I must be able to fill the machine with water, prime the cleaning solution, and run a wash cycle.
- I understand that it is my responsibility to know where the test strips are for the machines and the quaternary sanitizer and to be able to properly perform the test. I also understand that if the test fails, it is my responsibility to fix the problem immediately.
- I understand that I am not allowed to eat in the kitchen or any food service or food preparation area.
- I understand that it is MY responsibility to clean up something that I find to be unkept or unsanitary when in the restaurant. Just because I didn't make the mess does not mean I'm not responsible for cleaning it up.
- I understand that it is my responsibility not to change my behavior or actions during a health inspection. The expectation of my manager is to behave in a manner that exceeds the statutes set by the health department at all times.

Printed Name

Signature

Date

PHOTO/VIDEO RELEASE FORM

By signing this release form, I authorize HCRG, to use the following personal information.

- (1) My picture – including photographic, motion picture, and electronic (video) images.
- (2) My voice – including sound and video recordings.

I hereby grant to HCRG, its subsidiaries, licensees, successors, and assigns, the right to use, publish, and reproduce, for all purposes, my name, pictures of me in film or electronic (video) form, sound and video recordings of my voice, and printed and electronic copy of the information described in sections (1) and (2) above in any and all media including, without limitation, cable and broadcast television, and internet and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences, and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue forever unless I revoke the permission in writing.

I further grant HCRG, all rights, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print with regard to section (1), and further grant HCRG, the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit.

I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for HCRG's use of any of the material described above for any of the purposes authorized by this release. I also waive any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

I acknowledge that I have read the foregoing and I fully understand the contents of this release.

Printed Name

Signature

Date