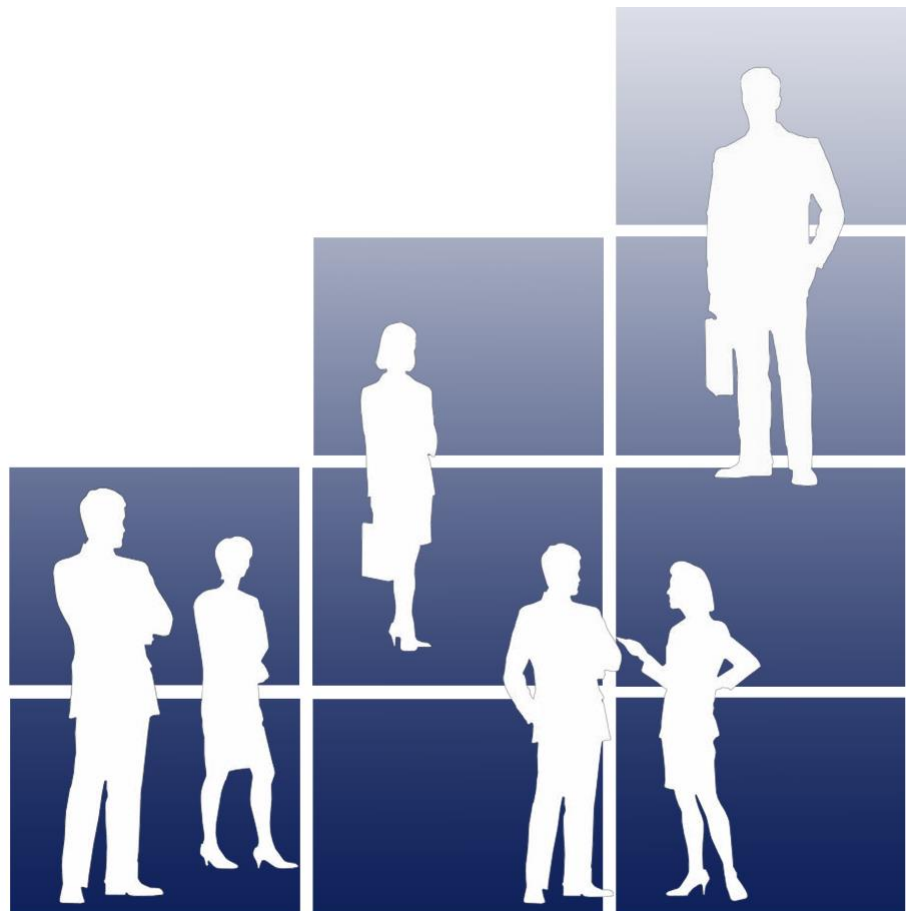




INTERNATIONAL
MARKET CENTERS

TEAM MEMBER HANDBOOK

Your Career Guide to International Market Centers



REVISED: April 18, 2019

OUR MISSION

IMC is a leasing business that serves as the center of commerce for the furniture, gift and home décor industries, bringing buyers and sellers from the global marketplace together in the most effective, efficient and compelling venues. Our Company provides exhibitors with unrivalled access to buyers and buyers with unparalleled access to resources. Through experience and Exceptional service, the IMC Team delivers Markets that create value and growth opportunities for our partners.

OUR VALUES

These Values are far more than words and platitudes. They guide our behaviors - with each other, our customers, and at events representing IMC. These values are the foundation for our culture and define our expectations for ourselves and for anyone we bring into the company. We firmly believe that IMC people create value and differentiate the company; and having dedicated, passionate and smart teammates drives excellence. These values are at the very core of our mission of *Building and Exceptional Company of Enduring Value*.

RESPECT

We earn respect by respecting others - and by delivering on our commitments.

We live by the Golden Rule.

“We respect others even as we respect ourselves” (Emerson)

TRUSTWORTHINESS

Actions speak louder than words - we are honorable at all times.

Our handshake is our word and more powerful than a legal contract.

We never “look the other way”.

ACCOUNTABILITY

We readily take responsibility for our actions and we take great pride in delivering on our commitments.

By being accountable, we do not play the blame game.

We make plans and decisions based on facts and data; and then own those decisions.

We hold one another accountable for delivering on our plans and promises.

RELIABILITY

“You can count on me” is our promise to each other, our customers and our sponsors.

We take great pride in always delivering promised results.

TRANSPARENCY

We are open, honest and genuine.
There are no hidden agendas.
“What you see is what you get”.
Constructive feedback is a gift.

SAFE CHALLENGE CULTURE

We strive to earn each other’s trust.
Disagreeing, or offering alternatives is expected in an open and honest dialog.
We engage in unfiltered conflict around ideas.
We do not tolerate gossip or the proverbial “meeting after the meeting”.

COLLABORATION

Through teamwork and working across departments - We multiply our efforts.
It is all about WE and not ME.

TEAMWORK

We are a Team-based company
We focus on achieving collective results
“Alone we can do so little, together we can do so much.” - Helen Keller
“Talent wins games, teamwork and intelligence wins championships.” - Michael Jordan

BOLD AND COURAGEOUS

Without risk, there is no opportunity.
Courage is knowing what is right, and in the face of opposition increasing our efforts.
We play to win....and that takes courage.

FUN

We work hard, expect a lot of each other and celebrate our wins.
“There is no success without celebration.” - Don Clifton

A MESSAGE FROM THE CEO

On behalf of International Market Centers (IMC) ownership and our entire team, we are proud that you have chosen to be a part of our Company.

You are now a member of a revolutionary enterprise that will bring unprecedented unity, stability and opportunity to the home furnishings, gift and home décor industries. Together as a team, we have the unique opportunity of building a truly exceptional Company of enduring value.

Our team members are our most critical asset. The foundation for our success is built on teamwork, talent, creativity, hard work and dedication. Together, we truly have a transformational opportunity to positively impact the industries in which we work. We welcome your suggestions and creativity along with your commitment to hard work, integrity and honesty.

Our goals are very straightforward:

- Building an Exceptional Company
- Winning as a TEAM
- Holding each other accountable
- Sharing one standard: “The Best”
- Relentlessly executing on our Company strategy
- Delivering on our commitments
- Enjoying the journey

Your job, every job, is essential to attaining these goals. We expect you to:

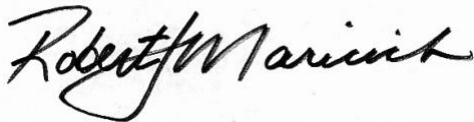
- Treat others with respect
- Work hard, work smart and be dedicated to winning through teamwork
- Support and hold each other accountable
- Share your positive team spirit
- Provide exceptional service to our customers
- Always act with integrity and honesty

This handbook is designed to give you the information you need to be successful at IMC by providing you with an overview of our policies in a user-friendly way.

You should use this handbook as a ready reference throughout your career with IMC. I expect and encourage each of you to familiarize yourselves with the information contained in this handbook as it will serve as a roadmap to all things IMC.

I’m very pleased to welcome you to International Market Centers and I look forward to Building a Truly **Exceptional** Company with you!

Warmly,



Robert Maricich
Chairman and Chief Executive Officer

OUR GOALS AND LEADERSHIP EXPECTATIONS

We are pleased to have you as part of our Team. We take our responsibilities to you very seriously. These leadership expectations express our commitment to you and define our culture. They are also our expectations of you.

Lead by Example

Show a belief in our people, business and values through your actions, words and attitude. Be an ambassador of the Company, delivering a positive and confident Company image. Treat people with dignity and act with integrity. Optimism is a force multiplier

Promote Teamwork

Align the goals, strategies and efforts of your team with the Company. Focus on common strategic objectives. Ensure a cohesive and constructive approach to projects and daily tasks. Take ownership by clearly communicating with other departments and understanding their needs.

Develop IMC Talent

Develop future IMC leaders by inspiring, recognizing and coaching team members. Help team members fulfill their potential by providing challenges and empowering appropriately. Invest time to discuss their current and future needs.

“The ripple effect of a leader’s enthusiasm and optimism is awesome.” - Colin Powell

Build Relationships

Develop high levels of respect and trust within your team, across the Company and with customers. Engage in an open and positive communication style. Be willing to engage with and be responsive to the needs of others. Show that you care and understand how each person contributes to our success. Promote exceptional internal customer service, always exceeding expectations.

Be Performance Oriented & Drive Results

Exceed expectations. Be familiar with the IMC Strategic Blueprint and Business Model to align activities and efforts accordingly. Be strategic in your decisions and maximize the talent and resources available to you. Be accountable for your decisions and actions and demand the same of others.

Be Financially Smart

Demonstrate a strong understanding of the financial and business needs of the organization. Achieve all necessary financial obligations.

Prioritize Effectively

Focus and deliver on clearly defined objectives. Utilize an effective and logical course of action to ensure deadlines and responsibilities are met. Eliminate anything unnecessary or unimportant

Be Innovative

Be willing to challenge the status quo in an effort to create an exceptional Company that builds value for our customers (buyers and sellers) and is easy to do business with. Remain current with technology, trends and best practices in and out of our industry. Avoid the excuse: “It has always been done that way.”

Constantly Improve

Initiate self-development and actively seek opportunities for growth. Demonstrate strong self-awareness regarding personality traits, strengths and areas of improvement. Building a better “me” is part of building a better IMC.

Foster a Positive Working Environment

Provide a positive and passionate influence within your team and across the Company. Foster an appropriate sense of fun and keep work interesting. Celebrate successes and recognize achievements and milestones.

ABOUT THIS HANDBOOK

This handbook provides an overview of general policy guidelines. Additional details are available in the policies themselves.

Policies may change at any time, and you are responsible for complying with all policies, procedures and the Code of Conduct that are in effect at any time, whether or not they are included in this handbook. The complete policies are available on the intranet shared drive under IMC Policies and Procedures.

This handbook is not intended to create a contract of employment. Your employment is at will. This means you have the right to end your employment at any time for any reason, with or without cause or prior notice, and the Company reserves the same right.

This handbook shall supersede any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment. Your status as an “at-will” team member may not be changed except in writing signed by the Chief Executive Officer of the Company.



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INTERNATIONAL MARKET CENTERS AT A GLANCE

International Market Centers, L.P. (IMC), which Blackstone and Fireside Investments acquired in 2017, is the world's largest owner and operator of premier showroom space for the furnishings, home décor, gift and apparel industries, with nearly 20 million square feet of world-class exhibition space in High Point, NC, Las Vegas, NV, and Atlanta, GA. The Company's mission is to build and operate an innovative, sustainable, profitable and scalable platform for the furnishings, home décor, gift and apparel industries.

World Market Center Las Vegas - Las Vegas, Nevada

Home to Las Vegas Market, an international showcase of furniture, gift and home decor, World Market Center is a state-of-the-art, five million-square-foot campus situated on 59.4 acres in the heart of Las Vegas, a world-class destination city with unrivaled entertainment, dining and recreation opportunities.

High Point Market - High Point, North Carolina

IMC owns and operates the primary market buildings in the heart of the High Point Market in North Carolina - including 6.8 million square feet in 16 buildings.

- International Home Furnishings Center
- Showplace
- Plaza Suites
- Furniture Plaza
- National Furniture Mart
- Commerce & Design
- Market Square
- Market Square Textile Tower
- Suites at Market Square
- 300 S. Main
- Hamilton Market
- 200 N. Hamilton
- 320 N. Hamilton
- 330 N. Hamilton
- 101 N. Hamilton (Klausner)
- Christopher Guy
- 300 E. Main

AmericasMart – Atlanta, Georgia

Located in downtown Atlanta, IMC's AmericasMart spans more than seven million square feet and houses the world's single-largest collection of wholesale home, gift, area rug and apparel merchandise.

Atlanta Decorative Arts Center (ADAC) – Atlanta, Georgia

Located in Atlanta's Buckhead community ADAC was created in 1961, and consists of ADAC and ADAC West with more than 550,000 square feet of the Southeast's largest collection of luxury furnishings for residential, hospitality and contract projects

INTERNATIONAL MARKET CENTERS CORPORATE POLICIES

Equal Employment Opportunity

At IMC, we are proud to have individuals with diverse backgrounds, abilities and cultures in our workforce. We believe that a culturally diverse workforce gives us a competitive advantage in our ability to provide great service to our customers.

IMC is committed to providing equal employment opportunities to all team members and applicants without regard to ancestry; marital status; race; religion; color; sex (including breast feeding and related medical conditions); national origin; citizenship status; uniform service member status; sexual orientation; gender identity or expression; pregnancy, childbirth, or a related medical condition; nursing mothers; age; genetic information; disability (including human immunodeficiency virus and including the use of an aid, appliance or service animal); victims of domestic violence; or any other protected status in accordance with all applicable federal, state and local laws.

Every member of our management team is expected to support the Company's position on non-discrimination and equal employment opportunity. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

All team members are expected to treat others with respect. We do not condone or tolerate an atmosphere of harassment or intimidation. IMC wants to be an employer of choice, with a commitment to equal opportunity for all team members.

Unlawful Harassment, Discrimination and Retaliation

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race; religion; color; sex (including breast feeding and related medical conditions); national origin; citizenship status; uniform service member status; sexual orientation; gender identity or expression; pregnancy, childbirth, or a related medical condition; age (40 and over); genetic information; disability (including human immunodeficiency virus and including the use of an aid, appliance or service animal); victims of domestic violence; or any other protected status in accordance with all applicable federal, state and local laws.

The Company's policy against unlawful harassment, discrimination and retaliation applies to all team members, including supervisors and managers. The Company prohibits managers, supervisors and team members from harassing co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. Any such harassment will subject a team member to disciplinary action, up to and including immediate termination.

The Company likewise prohibits its customers, vendors, suppliers, independent contractors and others doing business with the Company from harassing our team members.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for a team member's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons or posters;
- Verbal sexual advances, propositions, requests or comments;
- Sending or posting sexually-related messages, videos or messages via text, instant messaging, or social media;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes or invitations; and
- Physical conduct, such as touching, groping, assault, or blocking movement.
- Physical or verbal abuse concerning an individual's gender, gender identity or gender expression; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine, or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, epithets, and any other offensive remarks;
- Jokes, whether written, verbal, or electronic;
- Threats, intimidation, and other menacing behavior;
- Inappropriate verbal, graphic, or physical conduct;
- Sending or posting harassing messages, videos or messages via text, instant messaging, or social media; and
- Other harassing conduct based on one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful

harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation, includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing informal notice to the Company regarding alleged unlawful activity;
- Assisting another team member who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified team members who request a reasonable accommodation for any known physical or mental disability and team members who request a reasonable accommodation of their religious beliefs and observances.

What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against or Retaliated Against

If you feel that you are being or have been harassed, discriminated against or retaliated against in violation of this policy by another team member, supervisor, manager or third party doing business with the Company, you should immediately contact the Human Resources Department or contact our toll-free Hotline, The Network, at 855-632-9119. In addition, if you observe harassment by another team member, supervisor, manager or non-team member, please report the incident immediately to Human Resources.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to Human Resources.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention, so we can take whatever steps are necessary to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits team members from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the Company's need to conduct an adequate investigation.

Violation of this policy will subject a team member to disciplinary action, up to and including immediate termination. Moreover, any team member, supervisor or manager who



condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

Requests for Accommodation

The Company is committed to complying with all laws protecting qualified individuals with disabilities; pregnancy, childbirth, or a related medical condition; nursing mothers, as well as team members' religious beliefs and observances. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual; team members' pregnancy, childbirth, or a related medical condition; nursing mothers; and/or team members' religious beliefs and observances, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

COMPENSATION & BENEFITS

Learn about the pay, benefits and time off you'll enjoy as an IMC Team Member

Employment Status

Your employment status determines your eligibility for benefits and overtime pay.

- Full-Time – You are regularly scheduled to work at least 30 hours per week, as determined by the Company in its sole discretion¹.
- Part-Time – You are regularly scheduled to work less than 30 hours per week, as determined by the Company in its sole discretion.
- Temporary – You are hired to work full-time or part-time for a specific project, season or period of time.

¹ As used herein, "full-time" is a general team member classification used by the Company for a variety of purposes. Team Members not classified by the Company as "full-time" may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

“Choose a job you love, and you will never have to work a day in your life.”— Confucius

Introductory Period

The first 90 days after you are hired is called an Introductory Period. During this time, you will have the chance to see if your job is a good fit for you and the company will have the same opportunity.

The Introductory Period is designed to make sure your job is a good fit for you.

Benefits

IMC offers a comprehensive competitive benefits package to eligible full-time team members that provides choices on which plan best fits the needs of you and your family.

Full time team members generally become eligible for benefits the first of the month following 30 days of employment.

Consult the applicable plan document for all information regarding eligibility coverage and benefits, it is the plan document that ultimately governs your entitlement to benefits.

Available benefits include:

- Medical, dental and vision coverage
- Life insurance protection for yourself, your spouse and your children
- Disability coverage that replaces part of your income if you are unable to work due to an injury, illness or pregnancy
- Flexible spending accounts that save you money by allowing you to pay eligible expenses with tax-free dollars
- A 401(k) Plan that encourages you to save for your future with matching contributions from the Company
- A Team member Assistance Program (EAP) that is designed to not only help Team Members solve issues they may be facing, but also to help them overcome the stresses of everyday life. Whether it's managing anxiety, helping to cope with grief, or the need for legal or financial services, the EAP is here to help!

Time Recording

If you are an hourly team member, you must “clock in” at the start of your workday and “clock out” when your workday ends to ensure an accurate record of your hours. You should not “clock in” more than 7 minutes before your scheduled start time or “clock out” later than 7 minutes after your normal quitting time without your manager’s prior approval.

You must clock out when taking lunch and then clock back in when you return from lunch. You are not paid during lunch breaks. You must comply with your state's lunch break requirements. Working "of the clock" is not permitted.

Remember that you may not clock in or out for another team member – everyone is responsible for recording his or her own time. If you need to make a correction to your time records, contact your manager or department head.

Rest and Meal Periods

IMC provides team members with breaks as required by state and federal regulations.

You will receive an unpaid lunch break of either one-half hour or one hour as near to the middle of your workday as possible, but not more than five hours from the beginning of your workday. Team members are expected to coordinate lunch schedules within their department.

Lactation Break

The Company will provide a reasonable amount of break time to accommodate a female team member's need to express breast milk for the team member's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt team members should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid. The Company will also make a reasonable effort to provide the team member with the use of a room or other location in close proximity to the team member's work area, for the team member to express milk in private.

Team members should notify their immediate supervisor or Human Resources to request time to express breast milk under this policy. The Company does, however, reserve the right to deny any team member's request for a lactation break if the additional break time will seriously disrupt operations, and/or impose an undue hardship on the Company.

Overtime Pay

It is IMC's policy and practice to accurately compensate non-exempt team members and to do so in compliance with all applicable state and federal laws. Managers must approve all overtime in advance.

Vacation, holidays, sick days, personal days and other personal time off are not counted toward the 40-hour workweek when determining if you are eligible for overtime pay.

Non-Exempt Team members

Non-exempt team members include all team members who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable state law.

Exempt Team members

Exempt team members include all team members who are classified by the company as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable state law.

If you have any questions concerning your team member classification or the benefits for which you qualify, please consult Human Resources.

Paychecks

The IMC payroll cycle begins every other Monday and ends every other Sunday. Time card approvals are due at the end of each pay period. We are paid on a bi-weekly basis. Each paycheck will include earnings for all work performed through the end of the previous payroll period. Please refer to your payroll calendar for specific payroll dates. Each paycheck covers a two-week period that does not include the week immediately before that pay day.

IMC is required by law to take payroll deductions for income taxes, Social Security taxes (FICA), and any court-ordered wage garnishments or tax liens. All other deductions such as contributions for benefits require a signed authorization from you.

If you believe your paycheck contains an error, contact your Payroll Manager as soon as possible.

We encourage you to sign up for direct deposit, so you'll never have to worry about losing your paycheck or finding time to go to the bank.

Personal Time Off

At IMC, we care about the well-being of our team members and offer a Paid Time Off (PTO) Plan for all team members that provides the benefit of flexibility in taking paid time off away from work. PTO is for team members to use when they need time away from work for any reason. This includes paid time off for vacations, holidays, sick or other personal time. While you do not accrue time off per pay period, "reasonable time off" implies that is not disruptive to business or personal performance.

PTO will be scheduled based on the mutual needs of the team member, the department and the Company. Reasonable effort will be made to accommodate each team member's requests, with business levels, scheduling and other factors considered.

PTO requests must be submitted to the team member's direct supervisor by utilizing the Company's web-based time and attendance system. Supervisors are responsible for responding to requests for PTO in a timely manner.

PTO is not considered as hours worked for purposes of computing overtime.

Any request for PTO of two consecutive weeks or longer must be approved by both your supervisor and senior management and cannot be requested more than once within a 10-month period.

Two-weeks of PTO will be paid for Continuous/Intermittent FMLA. For Intermittent FMLA, it will be a maximum of 10 paid days in a rolling 12 month period.

PTO cannot be used to extend the length of employment. The last day worked will be the separation date. PTO is not earned and is not considered a wage or amount due, and PTO will not be paid out on the separation of employment.

Abuse of this policy is grounds for disciplinary action up to and including termination. If a pattern of potential PTO abuse, including excessive unscheduled absences, develops, or if a team member is failing to attain necessary goals for his or her position, that team member may be subject to disciplinary action up to and including termination.

Holidays

All full-time members are eligible for nine paid holidays each year:

- ✓ New Year's Day
 - MLK Day (Atlanta campus only)
 - President's Day (Las Vegas & High Point Campus only)
 - Memorial Day
- ✓ Independence Day
 - Labor Day
- ✓ Thanksgiving Day
 - Day after Thanksgiving
- ✓ Christmas Day
 - Discretionary Christmas Day (to be used either the day before or the day after Christmas Day holiday)

Holidays that are noted with a check mark have an additional benefit! On the workday before those holidays, the office will close at 1pm so you can get a head start on your holiday! Non-Exempt team members who work on these early out days will receive compensation for their full shift.

To be eligible to receive holiday pay, you must work your regularly scheduled workday before and after the holiday, unless your absence is due to time off previously approved. Team Members become eligible for holiday pay on the first day of employment. Full time team members will receive 8 hours of holiday pay and part time team members will receive 4 hours of holiday pay.



When a Company-observed holiday falls on a Saturday or Sunday, Company management may select either Friday or Monday as the designated holiday.

If a Company-observed holiday occurs during a team member's vacation, the team member will receive the holiday and will not be charged that day as vacation.

Paid holidays are subject to change at the Company's discretion. Temporary team members are not eligible for holiday pay.

Voting Time Off

The Company encourages team members to fulfil their civic duties and vote in all official public elections.

Team members are expected to vote before or after working hours or on weekends prior to Election Day. However, in certain circumstances, when it is not possible for a team member to vote before or after his/her regular working hours, it is the policy of the Company to grant a reasonable period of time off in accordance with applicable law during the regular work day for voting on an official election day.

Team members are allowed time off to vote if they do not have sufficient time to vote before or after work. Up to two hours at the beginning or end of a shift will be allowed. Voting time is unpaid.

Generally, your working hours are such that you will have sufficient time to cast your vote before or after working hours. However, if you have inadequate time to vote due to overtime or other personal situations, please discuss the matter with your supervisor or Human Resources.

The Company complies with all applicable voting-time laws of the localities where its facilities are located. If you are uncertain as to the law applicable to you, please contact Human Resources. All requests to take time off to vote must be submitted in advance to your supervisor.

Educational Assistance

IMC provides financial assistance to support you in pursuing personal and professional growth and development through continuing education. You can be reimbursed for undergraduate and graduate courses that improve your performance in your current job or prepare you for advancement within the Company.

Full-time team members in good standing who have completed six months of employment are eligible for educational assistance. You can be reimbursed up to a maximum of \$3,500 per calendar year for tuition, books, registration fees, laboratory fees and library fees. Reimbursement amounts are:

- Grade A = 100% reimbursement
- Grade B = 75% reimbursement
- Grade C = 50% reimbursement

- Any grade less than a C is not eligible for reimbursement
- If a course is graded as pass/fail, you receive 100% reimbursement for a passing grade

To apply for educational assistance, request an application form from Human Resources. Both your Department Head and Human Resources must approve your application **prior** to beginning the course.

Workers' Compensation

The Company pays the entire amount of the Workers' Compensation insurance premium, which provides benefits to team members who experience injury or illness that arises out of the course and scope of employment. Benefit entitlements are governed by the law in your state, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that Federal law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Company policy and will result in disciplinary action up to and including termination of employment.

LEAVES OF ABSENCE

When you need time away from work, you may be eligible for several types of leaves.

Family and Medical Leave (FMLA)

The Family and Medical Leave Act ("FMLA") provides eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave a team member may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

Team member Eligibility

To be eligible for FMLA leave, you must:

1. Have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. Have worked at least 1,250 hours for the Company over the preceding 12 months; and
3. Currently work at a location where there are at least 50 team members within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly-born child (up to 12 weeks);

2. Placement of a child with the team member for adoption or foster care (up to 12 weeks);
3. To care for an immediate family member (team member's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. Because of the team member's serious health condition that makes the team member unable to perform the team member's job (up to 12 weeks);
5. To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the team member's spouse, son, daughter, or parent is on covered active duty or call to covered activity duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the team member from performing the functions of the team member's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

Identifying the 12-Month Period

The Company measures the 12-month period in which leave is taken by the "rolling" 12-month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a covered servicemember, the Company calculates the 12-month period beginning on the first day the eligible team member takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible team members may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the team member or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible team members may also take intermittent or reduced-scheduled leave

for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Team members who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

Team members must give the company thirty (30) days' notice when requesting leave under the Act or as much notice as is practical. The team member must make a reasonable effort to schedule planned medical treatment so as not to disrupt company's operations.

To request leave, team members must do so by notifying Human Resources. Human Resources will direct team members to the IMC Absence Reporting Line – 1-844-286-9532. BASIC will work directly with team members regarding the collection of required documentation and approval process.

After team member notifies the IMC Absence Notification System to request a leave or a Medical Certification form, IMC Leave Administrator, "BASIC", will mail the Medical Certification form along with instructions to the team member's home. The team member is to provide the Medical Certification to the health care provider for completion and is to return the form to BASIC. It is the team member's sole responsibility to ensure this document is fully completed and returned.

- Please note, some doctors may charge a fee to complete the certification and this is at the team member's expense. Failure to provide certification may result in denial of a team member's leave request.

Additionally, BASIC will inform IMC Human Resources department of the request for leave and communicate with the team member and IMC regarding status of the team member's leave request.

BASIC will review the completed Medical Certification form and approve, deny, or in some cases, request additional information in order to make a determination concerning a team member's leave request. BASIC will inform IMC Human Resources department and communication with the team member and/or healthcare provider when clarification or authentication of the Medical Certification form is necessary. If leave is approved by BASIC, the team member's department manager will be notified via BASIC's online dashboard and/or Human Resources.

When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances.

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances).

If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;

3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the Company will inform team members whether they are eligible under the FMLA. Should a team member be eligible for FMLA leave, the Company will provide him or her with a notice that specifies any additional information required as well as the team member's rights and responsibilities. If team members are not eligible, the Company will provide a reason for the ineligibility.

The Company will also inform team members if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the team member's leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the team member.

Job Restoration

Upon returning from FMLA leave, eligible team members will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return after FMLA Leave

Any team member who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The Company generally prohibits team members from holding other employment, including self-employment. This policy remains in force during all leaves of absence including FMLA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or maliciously omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employers' Compliance with FMLA and Team Member's Enforcement Rights

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

While the Company encourages team members to bring any concerns or complaints about compliance with FMLA to the attention of the Human Resources Department, FMLA regulations require employers to advise team members that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

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

Military Related FMLA Leave of Absence

FMLA leave may also be available to eligible team members in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible team member takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible team members to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible team members to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “eligible” for Military Caregiver Leave, the team member must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The team member must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible team member may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If a team member does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible team member may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember.

A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible team member may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the team member or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible team member may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

A team member seeking Military Caregiver Leave may be required to provide appropriate certification from the team member and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding team member eligibility, appropriate notice of the need for leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible team members may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the covered active duty or call to covered active duty status of a “military member” (i.e. the team member’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The team member must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to covered active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to covered active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the team member, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible team members may take up to 15 calendar days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days

following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.

8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the Company and the team member agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

A team member seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the team member's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Limited Nature of This Policy

This Policy should not be construed to confer any express or implied contractual relationship or rights to any team member not expressly provided for by FMLA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Medical Leave of Absence

Team members who are ineligible for leave under the Family and Medical Leave Act as provided below are nonetheless eligible for medical leave according to the following policy:

Team members are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician that is acceptable to the Company, which states that you are unable to work and provides the duration of leave that you require. The Company reserves the right to have team members on a medical leave of absence examined by a physician of the Company's choice. The Company may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, Company's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under the Company's plan.



If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working.

If you are not eligible to continue coverage under the Company’s plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. It is the applicable plan document that ultimately governs your eligibility and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Company in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence can result in dismissal. Team members who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with Human Resources prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable.

Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

Paid Continuous Leave Time for Select Family or Medical Related Leaves

It is the policy of IMC to provide partial paid time off to eligible team members during select, continuous leaves of absence to better enable our team members to address family or medical related issues affecting their lives. Paid leave under this policy shall be referred to as Family and Medical Paid Continuous Leave (“F & M Paid Leave”).

Guidelines for Leave

Based on tenure with IMC, eligible team members will receive their base salary while on an approved, qualifying F & M Paid Leave in accordance with the following:

Years of Service	Hours of Paid Leave	Maximum Number of Continuous Workweeks Covered
1-4 years	160 Hours	4 Workweeks
5+ years	320 Hours	8 Workweeks

F & M Paid Leave is intended to ease the financial burden on eligible team members during a qualifying, continuous period of unpaid leave. F & M Paid Leave must be taken in one continuous block of time up to the maximum number of workweeks indicated above. Once a team member commences their block of F & M Paid Leave, the team member shall not be eligible for an additional block of F & M Paid Leave for a 12-month period following the date F & M Paid Leave commenced, regardless of whether the team member elects to return early from their block of leave. Team Members will only receive pay for hours of F & P Paid Leave actually taken.

F & M Paid Leave shall run concurrently with approved FMLA Leave, when applicable. Under no circumstances shall the receipt of F & M Paid Leave be deemed to extend the amount of leave time the team member would otherwise be eligible for under the Family and Medical Leave Act (“FMLA”), or other applicable federal, state or local law.

Team members must exhaust F & M Paid Leave before using any other paid time off (e.g. vacation, PTO, holiday, etc). Employees on approved FMLA leave, who have exhausted F & M Paid Leave may be required to use and/or exhaust other paid time for the remainder of their FMLA approved leave. Paid time off and/or other benefits do not accrue while on approved F & M Paid Leave.

Identifying the 12-Month Period

The Company applies the backward looking, “rolling” 12-month method, measured backward from the date of any F&M Paid Leave, to calculate the availability of F & M Paid Leave. The rolling year approach provides for the 12-month period to change daily. On each day of the year, an eligible team member’s F & M Paid Leave availability is determined by whether the team member has taken any F & M Paid Leave in the 12 months preceding that date.

Team Member Eligibility

To be eligible to apply for F& M Paid Leave, you must be eligible for FMLA Leave, and satisfy the following conditions:

- Have requested to take at least 4 weeks of continuous leave under the FMLA by calling IMC’s FMLA Notification System and requesting the appropriate steps and paperwork;
- Have been approved to take at least 4 weeks of continuous leave under the FMLA by IMC’s third-party review system; and
- Have submitted a request form to **take F & M Paid Leave to IMC’s** third party FMLA administrator either along with your request to take FMLA leave, or any time thereafter, up to fifteen (15) days following your receipt of Notice from the Company approving you for at least 4 weeks of continuous FMLA leave.
- All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining F & M eligibility. Team Members are required to follow all policies and procedures required to apply for FMLA Leave, including but not limited to all request, notice and medical certification requirements.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination. Please see FMLA Policy for list of qualifying conditions potentially triggering F & M Paid Leave.

Other Employment

The Company generally prohibits employees from holding other employment, including self-employment. This policy remains in force during all leaves of absence including F & M Paid Leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or maliciously omitting material information in connection with a request for F & M Paid Leave will result in disciplinary action, up to and including immediate termination. Further, F & M Paid Leave does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

Personal Leave

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of thirty (30) days. An extension beyond thirty (30) days will be considered on an individual basis.

Failure to report to work as scheduled following a personal leave of absence may result in disciplinary action, including termination. Time spent on personal leave of absence will not be used for computing benefits such as vacation or holidays.

You should speak directly with the Human Resources prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

In most cases, you can return to a comparable position with similar pay following your leave. However, there is no guarantee that a position will be available for you.

Jury Duty Leave

All full-time team members are eligible for up to five days of paid leave for jury duty. If you receive a summons for jury duty, promptly notify your manager of the jury duty dates and provide a copy of the summons.

Subpoenaed Witness Leave

If you are summoned to appear in court as a witness on behalf of the Company, you will be paid your normal rate of pay. If you are required to appear as a witness in a personal matter, you must use vacation or personal days.

Bereavement Leave

All full-time team members are eligible to receive time off with pay for a death in their immediate family. You will receive up to three days off for the death of a family member who lives locally and up to five days where extended travel is required.

Your immediate family includes your spouse, domestic partner, child, step-child, father, mother, step-father, step-mother, brother, sister, stepbrother, step-sister, grandmother, grandfather, uncle, aunt, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

At the request of your manager or your Human Resources representative, you may be required to furnish a copy of a death certificate or other documentation. IMC provides a variety of types of leaves. Contact Human Resources to determine which one is right for your situation.

Attendance

You are an important member of our team and your manager and fellow team members rely on you. When you're not here when you're scheduled to work, your absence affects many people. Your fellow team members count on you to be there to support them.

Good attendance is simple. It means:

- Coming to work on time
- Returning to work on time following lunch or breaks
- Notifying your manager if you will be late or absent

We understand there are times when you will not be able to come to work or you will be delayed. Following these guidelines will allow us to better prepare for your absence.

To avoid any misunderstandings, please review the following:

- Excessive absenteeism may result in coaching/disciplinary action up to and including termination.
 - If a team member cannot report to work, the team member must call their manager as reasonably possible after they become aware they will be absent.
- Excessive tardy/lates may result in coaching/disciplinary action up to and including termination.
 - If a team member cannot report to work as scheduled, they should notify their manager no later than 15 minutes after their regular start time. This notification does not excuse the tardy, but simply notifies the manager that a schedule change may be necessary.



- If a Team Member fails to call on any given day or give proper advance notification to their manager, the absence will be subject to coaching/disciplinary action.
- Two no call no shows in a 6-month period may result in immediate termination.
- Two consecutive no call no shows is considered job abandonment and may result in immediate termination.
- Consecutive absences of more than three (3) work days will be considered a leave of absence and may qualify for FMLA. Team members will be required to call IMC's FMLA Absence Notification line to request FMLA documentation. Team members will be required to complete and submit required documentation. Failure to submit required documentation may result in an unauthorized leave of absence and subject to disciplinary action up to and including termination. Failure to follow required steps may also result in coaching/disciplinary action up to and including termination.
- Team members may not clock in/out or sign in/out for any other team member.

Referral Program

All full-time and regular part-time team members are eligible for referral awards except for team members in the Human Resources department, and management team leaders who are involved in the hiring decision for the posted position.

It's simple! Complete a referral form (located on our IMC share drive) and submit it along with the candidate's resume to the Human Resources department.

Upon receipt of the referral form, the Human Resources department will verify that no one else has referred the candidate for the posted position.

An award will be given only for an external applicant who has not been previously considered for a position with the Company.

Current team members are encouraged to apply for open positions by expressing an interest to the Human Resources department and are not considered as candidates under the Referral Program.

The candidate you refer must be employed in the position for 90 days for you to receive the first award. Once the team member reaches their one-year anniversary, a second award will be paid to you.

You are our strongest asset – refer those you feel bring the same level of expertise and culture fit as you do!

EXPECTATIONS

This section explains the guidelines and expectations to follow to be successful at IMC.

Performance Reviews

We believe it's important for you to know the answer to the question, "How am I doing?" That's why you and your manager will schedule regular meetings to talk about your performance.

Performance reviews allow you and your manager to discuss:

- Your individual strengths and contributions to the Company
- Any areas of opportunity for improvement in your performance
- Your individual development

You can talk to your manager about your performance anytime. Performance reviews are given to team members annually and performance may be reviewed for consideration of promotions, salary reviews, and/or coaching discussions.

Coaching

Our coaching philosophy supports our belief in open, two-way communication between you and your manager. If you are not meeting the expectations in your job, your manager will talk with you about the concern, clarifying performance expectations and set specific goals for improvement to help you succeed.

If performance does not improve, you may receive a written performance disciplinary documentation or a written development plan. Not all relationships are a good fit, and if you are unable to meet the expected standards, it may be necessary for you to leave the Company.

We expect hard work and teamwork – they are the building blocks of an exceptional Company.

Team Member Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, the Company expects team members to follow rules of conduct that will protect the interests and safety of all team members and the Company. IMC is committed to fostering an environment that encourages mutual respect and positive working relationships among our Team.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Violating Company policy on prohibited Discrimination, Harassment, and Retaliation.
- Insubordination; refusal to complete required tasks
- Working under the influence of alcohol or illegal drugs or otherwise violating the company's Alcohol and Drug policy.

- Sexual or other unlawful or unwelcome harassment in violation of the Company's Policy against Unlawful Harassment
- Fighting or threatening violence in the workplace
- Theft; Dishonesty
- Destroying Company property
- Using abusive or profane language directed towards your supervisor or other conduct which violates the Company's policy against insubordination
- Unsatisfactory performance or conduct, or performance or conduct that does not meet the requirements of the position
- Violation of Company policies
- Other circumstances which warrant discipline

Employment with the Company is “at-will” and either party may terminate that relationship at any time, with or without reason, cause, and with or without advance notice. Nothing in this policy, handbook, or the additional examples listed on the intranet is intended to alter the at-will nature of employment in any way.

These guidelines are intended to ensure team members understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of team members to discuss or share information related to their wages, hours, or other terms and conditions of employment. Team members have the right to engage in or refrain from such activities.

Insubordination

We all have duties to perform and everyone, including your supervisor, must follow directions from his/her supervisor or manager. You shall not refuse to follow the reasonable, job-related directions of a supervisor or management official or treat a supervisor or management official in an insubordinate manner in any respect. Team members must fully cooperate with Company investigations into potential misconduct. Refusal to fully disclose information in the course of a Company investigation constitutes insubordination and will not be tolerated.

Misuse of Property

No team member shall misuse, or use without authorization, equipment, vehicles or other property of the Company, customers, vendors, or other team members of the Company.

Off-Duty Use of Facilities

Team members are prohibited from being in interior, working areas of Company premises or making use of Company facilities or equipment while not on duty. Team members are expressly prohibited from using Company facilities, Company property or Company equipment for personal use.

Off-Duty Social and Recreational Activities

During the year, the Company may sponsor social or recreational activities for its team members. Your attendance at such social activities, however, is completely voluntary and is not required as a condition of employment.

Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

Please remember at company sponsored events, client events, and/or tenant events that you may be invited to you are expected to demonstrate professional behavior and decorum. You are representing the company and are expected to use good business judgement.

Team Members are to refrain from driving or taking other actions that could be a danger to themselves or others. If a Team Member does not feel that she/he is capable of driving, the Company will provide reasonable reimbursement for transportation to their home or hotel, if traveling. Violation of this policy is subject to immediate termination.

Alcohol and Drug Policy

All team members are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Team members are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (**including marijuana** regardless of prescription), and from having excessive amounts of otherwise lawful controlled substance in their systems.

This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of a team member's assigned duties.

All team members are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. IMC makes an exception to the policy on alcohol use for specific IMC sponsored events and

when entertaining customers for business purposes. However, team members are expected to exercise discretion and sound business judgment and act in a way that is personally, professionally and socially responsible, when doing so. Any team member who acts irresponsibly or otherwise violates Company policy while under the influence of alcohol (including company policy prohibiting the operation of a Company vehicle while under the influence of alcohol) will be subject to disciplinary action, up to and including termination. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job.

Prescription Drugs

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Team members' drug use may affect their job performance, such as by causing dizziness or drowsiness.

You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

Policy Against Substance Abuse

Please note that although a handful of states have legalized the medicinal and recreational use of marijuana, the Company does not permit the use of marijuana in the workplace. Use of marijuana on Company property or while engaged in work-related activities is strictly prohibited and may result in discipline, up to and including termination of employment.

Notification of Impairment

It shall be the responsibility of each team member who observes or has knowledge of another team member in a condition which impairs the team member in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

Who is Tested

You may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that you have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident.

Additionally, team members in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

Enforcement Policy

In order to enforce this policy and procedures, the Company may investigate potential violations and require team members to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, team members' clothes, desks, work stations, lockers, and personal and company vehicles. You will be subject to disciplinary action up to and including termination of employment for refusing to cooperate with searches or investigations, to submit to screening, or for failing to execute consent forms when required by the Company.

Investigations/Searches

Where a manager or supervisor has reasonable suspicion that a team member has violated the substance abuse policy, the supervisor, or his/her designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, backpacks, and other locations or articles without prior notice in order to ensure a work environment free of prohibited substances.

You may be asked to be present and remove a personal lock from a locker or locked container. A locked locker or container does not prevent the Company from searching such article. Team members therefore should have no expectation of privacy for personal belongings brought onto Company premises and locked in a locker or locked container. Where the team member is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the team member for the lock.

What Happens When a Team member Tests Positive for Prohibited Substances

All team members who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

Discipline

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

Workplace Violence

The Company has a zero-tolerance policy for violent acts or threats of violence against our team members, applicants, customers, clients, vendors or visitors. We do not allow fighting, threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises.

No team member may commit or threaten to commit any violent act against a co-worker, applicant, client, customer or vendor. This includes discussions of the use of dangerous weapons, such as bombs, guns, or

knives, even in a joking manner. This also includes damaging or threatening to damage Company property and/or team member property.

Any team member who is subjected to or threatened with violence by a co-worker, client, visitor, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his/her manager, Security and/or Human Resources, as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

Weapons on Company Property

IMC is committed to providing a safe environment for its team members and others performing work on or visiting IMC's property. To further this goal, IMC strictly prohibits the possession, use, or handling of a weapon or handgun on IMC's premises including parking areas. **This prohibition applies to all team members, including those who hold a Concealed Handgun License and applies equally to concealed handguns and open carry.**

Team members are also prohibited from transporting and storing firearms or ammunition in Company-owned or Company-leased vehicles, and from possessing or using firearms or ammunition at any company-sponsored events. Team members are also prohibited from carrying a weapon while performing any services for the Company whether on or off the Company's premises.

Weapons include any instrument designed to inflict bodily harm or injury including, but not limited to, firearms of any kind (including but not limited to guns, air guns, pellet guns, Taser guns), knives, box-cutters, switchblades, pocket knives, daggers, swords, night sticks, explosives, or any other instrument that could be adapted or used to inflict bodily harm or injury.

Violation of this policy may result in disciplinary action, up to and including immediate termination of employment. If you have any questions, please contact Human Resources.

Smoking

IMC has a smoke-free work environment. The use of all tobacco products, including chewing tobacco, electronic cigarettes ("e-cigarettes") or any other personal vaporizing devices, is banned except in designated areas.

Smoking is prohibited in all enclosed areas at all IMC properties as well as in Company vehicles. In addition, smoking is not permitted in the front of the buildings or in public areas. Designated smoking areas are available at each location. Please see your manager or Human Resources for information about the smoking area at your location. Our smoke-free environment supports your health and well-being.

Appearance Standards

Maintaining a professional appearance is an essential part of your role in supporting IMC's image. We expect all team members to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on vendors, customers and your co-workers. Appropriate attire must be worn when representing IMC at functions on and off property.

IMC expects you to maintain a clean, professional appearance. Our appearance guidelines allow for individual expression within a range of acceptable standards.

Flashy, ill-fitting, revealing, offensive and other non-businesslike and distracting clothing are unacceptable. Team members who report to work in unacceptable attire, as determined by management, may be requested to leave work and return in acceptable attire. Such time away from work will be without pay.

Although professional dress is required at all times, on Fridays team members may wear more casual clothing unless they are meeting with customers or vendors.

We trust that you will follow these guidelines and use good judgment in maintaining a professional, well-groomed appearance. For answers to specific questions, contact your manager or Human Resources Representative.

Your appearance is an important part of our professional image.

Solicitation and Distribution

Our primary goal at the Company is to provide our customers and clients with the best service possible. In the interest of maintaining productivity and a proper business environment, you may not solicit or distribute literature or other materials during the working time of any team member involved. You may not distribute literature or other material in working areas, at any time, whether or not you are on working time. Examples of non-working time would be lunch or break, and a non-working area would be the break room.

COMPLIANCE

Culture of Compliance

The Company is committed to a culture of compliance through training and implementation of its compliance program, and the policies and procedures related thereto (“Compliance Program”). This Section contains the current Compliance Program for the Company, which may be amended from time to time. The Company operates its business in a highly ethical manner and maintains strict compliance with all applicable laws, rules, and regulations. In addition, the Company has a process to identify control points in each of its areas of operation to address corresponding laws, rules, and regulations, as well as key risks.

While the Company is not a financial institution, it voluntarily adheres to certain U.S. regulations such as federal anti-money laundering requirements, and its Compliance Program contains policies and procedures designed to manage conflicts, protect confidentiality of information, and comply with insider trading laws. The Company also adheres to anti-corruption laws in the United States and in all jurisdictions in which it does business.

This Program, along with appropriate training of Company team members and consultants, serves to provide us with clear guidelines as to our Company’s policies, procedures and ethical standards.

For the avoidance of doubt, unless expressly indicated otherwise, the policies and procedures contained in this Section that apply to team members of the Company also shall apply to all consultants authorized to act on behalf of the Company. Upon hire and annually thereafter, all team members and such consultants of the Company must sign an acknowledgement that he or she has received and reviewed the Compliance Program.

Preserve Our Culture of Integrity

We recognize that questions regarding such issues can sometimes be complex or multi-faceted. If you ever have concerns about unethical, illegal or irresponsible activities that you observe, you are encouraged to discuss them with your manager or Human Resources.

You can also report your concerns anonymously by contacting an independent service “Hotline” called The Network. Call toll-free **855-632-9119**, 24 hours a day, 7 days a week or report your concerns online at www.reportlineweb.com/imcenters.

Code of Conduct

The Company has adopted the following Code of Conduct (the “Code”) to apply to all of the Company’s team members. This Code is intended to focus on areas of ethical risk, provide guidance to help recognize and deal with ethical issues, provide mechanisms to report unethical conduct, foster a culture of honesty and accountability, deter wrongdoing and promote fair and accurate disclosure and financial reporting.

Each of us must work together to ensure compliance with the law and this Code and to protect the Company from unethical or illegal actions by anyone. Technology, ideas, trade secrets, tenant lists, unannounced financial data, marketing and pricing strategies and business plans are among our most valuable business assets.

No policy can anticipate every situation that may arise. Accordingly, this Code is intended to serve as a source of guiding principles. Team members are encouraged to bring questions about particular circumstances involving one or more of the provisions of this Code to the attention of their supervisor, Human Resources, or the internal Legal Department.

Team members are expected to be guided by the following principles in carrying out their responsibilities:

Ethical Conduct. Each team member is expected to adhere to a high standard of ethical conduct. The reputation of the Company depends on the way team members conduct business and the way the public perceives that conduct. Unethical actions, or the appearance of unethical actions, are not acceptable.

Loyalty. Team members should not be, or appear to be, subject to influences, interests or relationships that conflict with the interests of the Company without full disclosure to and approval by the Company.

Compliance with Applicable Laws. Team members are expected to comply with all civil, state, and federal Laws, rules and regulations applicable to the Company’s activities.

Observance of Ethical Standards. Team members must adhere to high ethical standards in the conduct of their duties. These include honesty, integrity, and fairness.

All of us are responsible for acquiring sufficient knowledge to recognize issues that may negatively impact our Company. Since we cannot anticipate every situation that will arise, it is important to know the steps to take if a problem arises.

If you don’t know...ask! When in doubt, ask yourself if what you are about to do seems improper, unethical or confrontational. Seek guidance before you act.

We do not condone retaliation of any kind against our team members for good faith reporting of ethical violations.

Reporting Illegal or Unethical Behavior

Team members have a duty to report any conduct that may be illegal or unethical, or any actual or suspected violations of this Code promptly to their supervisor, Human Resources, the Legal Department or, The Network at 855-632-9119.

Violations of this Code will be promptly investigated by a person or persons designated by management, and appropriate coaching action will be taken in the event of any violations of the Code, up to and including termination. Team members will not be retaliated against for reporting actual or suspected violations of this Code in good faith, or cooperating with a related investigation. If a team member believes that he or she has been discharged, intimidated, coached or otherwise penalized for reporting a violation or participating with an investigation in good faith, he or she should immediately report that belief to Human Resources.

Integrity of Records and Public Reporting

Team members must promote the accurate and reliable preparation and maintenance of the Company's financial and other records. Diligence in accurately preparing and maintaining the Company's records allows the Company to fulfill its reporting obligations and to provide stockholders, governmental authorities and the general public with full, fair, accurate, timely and understandable disclosure. In this regard, team members (where applicable) should: (a) accurately document and account for transactions on the books and records of the Company; and (b) maintain required reports, vouchers, invoices, payroll and service records, business measurement and performance records and other essential data.

The Chief Executive Officer and senior financial officers are also responsible for establishing and maintaining adequate disclosure controls and procedures and internal control over financial reporting, including procedures designed to promote full, fair, accurate, timely and understandable disclosure in reports filed with the Securities and Exchange Commission and other public communications.

"Integrity is doing the right thing even if no one is watching." - C.S. Lewis

Conflicts of Interest

The success of the Company is dependent on the trust and confidence we earn from our team members, customers and investor partners. The Company maintains credibility by adhering to our commitments, displaying honesty and integrity and reaching Company goals solely through honorable conduct.

“Conflicts of interest” exist when a team member’s outside interests are adverse to — or may appear to be adverse to — the Company’s interests. Conflicts of interest also can arise when an individual, or a member of his or her immediate family, receives improper personal gains (financial, personal, benefits, or other) as a result of his or her position with the Company and/or the Company’s business dealings. “Immediate family” includes a person’s spouse, parents, children, siblings, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares such person’s home.

Our policy forbids team members from engaging in any other business which competes with the Company. Company policy also forbids a team member from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market).

Providing consulting services to any entity that does business with or is a competitor of the Company, except with the prior knowledge and written consent of the CEO of the Company, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the CEO and/or Human Resources and to obtain approval in writing.

Team members must avoid any undisclosed and unapproved conflicts of interest between themselves and the Company. Any situation that involves, or may involve, a conflict of interest with the Company should be disclosed promptly and team members should bring the matter to the attention of Human Resources.

Failure to disclose a potential conflict of interest and/or obtain written approval prior to taking action with respect to a potential conflict or to keep Human Resources informed of any material changes may result in disciplinary action, up to and including termination of employment. Approval of the conflict of interest does not relieve the team member of the continuing duty of fairness in all dealings affecting the Company’s business.

This Code does not attempt to describe all possible conflicts of interest that could develop. Other situations may exist or arise that suggest a conflict of interest. If there is any question as to whether a situation poses a conflict, please consult with Human Resources. Some of the more common conflicts from which team members must refrain, however, are set forth below.

Personal Use of Company Assets

Team members may not use Company assets, labor or information for personal use, other than incidental personal use, unless approved by their manager or as part of a compensation or expense reimbursement program or other broadly applicable Company policy.

Team members with a conflict of interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, team members must seek review from the Human Resources.

Compensation from Non-Company Sources

Team members may not accept compensation in any form for services performed for the Company from any source other than the Company.

Outside Employment and Other Conflicts With Your Employment

You have a duty of loyalty to the Company. You are required to avoid situations where your loyalties may be divided between the Company's interests and your own. In this regard, the Company has certain standards of loyalty as they apply to outside employment and other activities. You may not engage in any outside employment that may improperly influence, or appear to improperly influence, your judgment, decisions or actions with respect to your role at the Company. Team members are prohibited from being employed (the team member or a close family member of the team member) by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while employed with the Company.

Financial Interests in Other Businesses or Investments

A personal or family financial interest in an outside business has the potential to cause divided loyalty or the appearance of divided loyalty. As such, participation in outside businesses or certain investments that may cause divided loyalty or the appearance of divided loyalty require the approval of the CEO and/or Human Resources.

Team members and/or immediate family members are prohibited from: (1) Serving as a board member advisor, employee or director for a competitor or company or organization in a related industry, (2) Owning or having a substantial interest in a material tenant, supplier, contractor, real estate broker/agent, partner, lender or competitor of the Company, (3) Having an ownership interest or benefit from a company that supplies the Company except widely-held corporations that are quoted and sold on the open market, or (4) Lending money to or borrowing money from any third party who is a supplier of goods and services to the Company. Even after approval, you will have a continuing obligation to update such information and keep the Company informed of any material changes in such participation.

Competitors

As noted above, you may not accept outside employment or engage in other activities if the resulting time demands interfere with your ability to do your job. Outside employment and other activities may not be performed on the Company premises and you may not utilize Company resources, including computing and communications systems, to perform outside employment.

Team members and/or immediate family members are prohibited from: (1) Hiring or supervising family members or closely related persons, (2) Having a personal interest, financial interest or potential gain in

any Company transaction, (3) Placing Company business with a firm owned or controlled by a Company team member or his or her family, or (4) Expending unreasonable time, during normal business hours, for personal matters or affairs.

Volunteer Activities and Charitable Solicitations

The Company encourages personal involvement in charitable, professional and community organizations. Your volunteer service should be performed in accordance with the guidelines set forth in the Company's Team Member Handbook. You should not solicit donations on the Company premises, except as part of any Company-sponsored charity drive or philanthropy by the Company. As a general rule, you should not solicit donations from Company team members on premises.

Accepting Gifts

Team members and members of their immediate families may not accept gifts from persons or entities under circumstances in which the timing, frequency or magnitude of gifts, singly or in the aggregate, may be intended, or perceived to be intended, to influence their actions in their position with the Company.

This requirement is not intended to prohibit customary business gifts in appropriate circumstances, nor is this general statement of policy intended to supersede any specific Company policies in effect from time to time applicable to specific team members or classes of team members.

A gift may include any services or merchandise of any kind, or discounts on merchandise or services, and other transfers of cash or items of value.

This policy does not prohibit the receipt of occasional or nominal non-cash gift items, such as holiday gifts, so long as the amount the team member receives from any one source over a calendar year does not exceed \$250.00. If there is any doubt as to the value of gift received than it should be reported.

This policy does not prohibit the acceptance or provision of normal amenities and entertainment that facilitate the handling of the Company's business (such as a business lunch, dinner, or other non-extravagant activity).

A team member may not provide or accept entertainment or amenities that could be considered excessive or extravagant, unless prior approval is received from Human Resources.

Team Member Purchases of Tenant Products

IMC understands that many of IMC's Tenants offer the sale of products at a discount to IMC's Team Members for personal use. IMC also understands that from time to time Tenants will offer sample or display sales (and items may be sold "as is" and on a "first come, first served" basis). Team Members understand that any products purchased must be for the exclusive personal use of the Team Member, or his or her immediate family or household, and cannot be resold.



In order to ensure compliance with Company Policies, Team Members must disclose the following information to Human Resources for each and every purchase a Team Member makes from a tenant:

- Team member Name;
- Tenant Selling the Item;
- Item purchased;
- Amount paid;
- How it was paid, i.e. Cash or Credit
- Date of transaction; and
- Copy of receipt or proof of purchase where available.

Any failure to make the necessary disclosure within 3 days of the transaction may result in discipline up to and including immediate termination of Team Member's employment. Team member understands that any decision to purchase or refrain from purchasing a product from a tenant is a purely personal decision, and Team Member's decision to purchase or refrain from doing so will not impact Team Member's employment.

Team Member may be required to obtain approval and/or provide proof of purchase before removing products from Company property. Any product which Team Member receives free of charge may be subject to IMC's policy on Accepting Gifts.

Additionally, any Team Member found to be (1) pressuring a Tenant to provide heavily discounted or free products to Team Member, (2) hustling or reselling products purchased from Tenant, (3) demonstrating an unprofessional or inappropriate relationship with a Tenant, (4) assisting or aiding a Tenant to commit fraud, and/or (5) violating IMC's Policies on Team Member Accepting Gifts; Conflict of Interest; Preferred Vendor Referrals; or similar Policies will be subject to discipline up to and including immediate termination.

Team Member further understands that IMC is NOT a party to (directly or indirectly), and has NO involvement with, any transaction, purchase or sale of any Tenant product. IMC understands all Tenant products to be sold to IMC Team members "as is" and IMC makes NO warranty or representation as to the product sold, or its quality, merchantability, fitness for ordinary use or particular purpose, or otherwise, and under no circumstances shall IMC be considered to be a party to any transaction or transfer of a product between a Tenant and a Team Member.

Preferred Vendor Referrals

The Company utilizes a network of preferred vendors to perform various services (e.g. plumbing; construction, paving, masonry, painting, etc.) and IMC encourages Team Members to develop a positive professional relationship with these vendors. IMC understands that often times Team members develop a close relationship with trusted vendors and wish to utilize one of IMC's preferred vendors for personal projects unrelated to work.

GUIDELINES

Team Members are permitted to engage the services of any IMC preferred vendor or any other vendor which Team Member learned of by virtue of Team Member's employment with IMC. However, in order for IMC to avoid any impropriety or conflict of interest, Team Member must provide the following disclosure to IMC Human Resources within 3 days of engaging the services of a vendor:

- The name of the Team Member and the name of the vendor;
- Brief description of the type of job;
- The total cost or quoted amount for the total project; and
- Whether vendor offered Team Member a discount off vendor's standard rates (and if so how much).

Team Member understands that any decision to engage or not engage the services of any vendor is a purely personal decision, and Team Member's decision to utilize a vendor or refrain from doing so will not impact Team Member's employment. However, any failure to make the necessary disclosure may result in discipline up to and including immediate termination of Team Member's employment.

Any Team Member found to be (1) pressuring a vendor to provide discounted or free services to Team Member, (2) hustling or inappropriately soliciting referrals on behalf of a vendor, (3) demonstrating an unprofessional or inappropriate relationship with a vendor, (4) assisting or aiding a vendor to commit fraud, and/or (5) violating IMC's Policies on Team Member Accepting Gifts; Conflict of Interest; or similar Policies will be subject to discipline up to and including immediate termination.

Team Member further understands that IMC is NOT a party to (directly or indirectly), and has NO involvement with, any engagement or contract for services Team Member may have with a vendor. IMC makes NO warranty or representation as to a vendor's reputation, quality of the work, qualifications, licensing or otherwise, and under no circumstances shall IMC be considered to be a contractor, subcontractor, surety, or otherwise to any Team Member-vendor engagement.

Confidential Information and Work Product

In the course of your employment with the Company, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its customers/clients (collectively referred to as "Confidential Company Information").

During the course of your employment, you may develop, have access to, be exposed to, or be provided with Confidential Company Information. Such Confidential Company Information is not readily available to the public and constitutes valuable, special and unique property of the Company and its affiliates. Strict protection of such Confidential Company Information is indispensable to the Company and its operations.

By accepting or continuing employment with the Company and as part of the consideration for your employment with the Company, you agree and acknowledge that all Confidential Company Information developed, created or maintained by you shall remain at all times the sole property of the Company, and that if Confidential Company Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company. You further acknowledge that you shall: (i) not use any Confidential Company Information for your own benefit or the benefit of any third-party without the prior written consent of the Company; (ii) not in any manner, either directly or indirectly, divulge, disclose, distribute, reproduce, or communicate to any person or entity any of the Confidential Company Information without the prior written consent of the Company; and (iii) take all reasonable measures to maintain Confidential Company Information in confidence.

You further acknowledge and agree that all original works of authorship, inventions, improvements, developments, concepts, products, and copyrightable work (whether or not including Confidential Company Information) relating to the Company's business or conceived or resulting from any work performed for the Company ("Work Product") shall remain at all times, the exclusive property of the Company, and the Company shall retain at all times all right, title and interest in and thereto. You agree to promptly disclose to the Company all Work Product developed in whole or in part by you. Any copyrightable work falling within the definition of Work Product shall be deemed a work-for-hire, and to the extent any such Work Product shall not be deemed a work-for-hire, then you shall promptly assign to the Company any and all right, title or interest you have or may have in such Work Product.

As used herein, "Confidential Company Information" means confidential, trade secret and/or proprietary information of the Company, its affiliates or any client or lessee for whom the Company provides services, including personally identifiable information, at present or in the future (including Blackstone Group and its affiliates and subsidiaries, each, a "Company Affiliate or Client"), whether developed by the Company and/or any Company Affiliate or Client, including, without limitation, trade secrets, financial information, budgets, financial statements, accounting records, costs, price lists, pricing, pricing procedures, tenant and customer lists, tenant and customer financial information, marketing information, internal policies, team member lists, personnel information, and any and all other information you may review or receive regardless of whether (i) such information is designated as confidential information or proprietary; (ii) such information qualifies as a "trade secret" under applicable law; or (iii) such information is oral, written, digital, electronic or other form/and includes information in any form which such information can be obtained, translated or derived into reasonably usable form. Confidential Company Information shall not include information that: (a) is or becomes public without breach of any obligation you have to the Company; (b) disclosure of which is required by law (including regulation and ruling) or the order of any competent governmental authority; or (c) was independently developed or obtained by you from a third party not under any obligation of confidentiality to the Company.

As used herein, "Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value



from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and all other information defined as a “trade secret” under applicable law. The Company’s Trade Secrets are: (1) not generally known to the public or to the Company’s competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company’s reasonable efforts to maintain their secrecy.

You shall not, except as required in the conduct of the Company’s business or as authorized in writing by the Company, disclose or use during your term of employment or subsequent thereto any Confidential Company Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Company you team members prepare, use or come in contact with shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination or cessation of your employment, or at the Company’s request at any time. Team members must maintain the confidentiality of information entrusted to them by the Company and any other confidential information about the Company, its business, customers or suppliers that comes to them, from whatever source, except when disclosure is authorized or legally mandated.

You agree that upon any termination of your employment with the Company, you shall promptly return or destroy, at the Company’s option, all Confidential Information which is in your control or possession, regardless of the form in which any such Confidential Information may be stored or maintained.

This policy will not be interpreted or applied so as to interfere with the rights of team members to discuss or share information related to their wages, hours, or other terms and conditions of employment. Team members have the right to engage in or refrain from such activities.

Corporate Opportunities

As a team member of the Company, you have an obligation to put the interests of the Company ahead of your personal interests and to advance the Company’s interests when the opportunity to do so arises. Team members are prohibited from taking for themselves personally or for others, opportunities related to the Company’s business. If you discover or are presented with a business opportunity through the use of corporate property, information or because of your position with the Company that is in the Company’s line of business, you should first present the business opportunity to the Company before pursuing the opportunity in your individual capacity. No team member may use corporate property, information or his or her position with the Company for personal gain. No team member should engage in any activity that is competitive with the business activities and operations of the Company. You should fully disclose to your supervisor the terms and conditions of each business opportunity covered by this Manual that you wish to pursue. Your supervisor will contact the appropriate management personnel to determine whether the Company wishes to pursue the business opportunity. If the Company waives its right to pursue the business opportunity, you may pursue the business opportunity on the same terms and conditions as originally proposed and consistent with the other ethical guidelines set forth in this Manual.

Business opportunities available to directors, executive officers and other principal officers may only be waived by an authorized representative of The Blackstone Group L.P. (“Blackstone”).

Material Nonpublic Information (Insider Trading)

It is illegal for and the Company forbids any person, either personally or on behalf of others, to trade in securities of any company while in possession of material nonpublic information (“MNPI”) about that company that was obtained in the course of your service to the Company. Trading includes not only buying and selling, but also donating, gifting and any other transfer of ownership. It is also illegal to communicate (or “tip”), and the Company forbids the communication of MNPI, to others, including family members and friends, who may trade in such securities on the basis of that information. These illegal activities are commonly referred to as “insider trading.” Insider trading is a key focus of law enforcement entities such as the Securities and Exchange Commission (“SEC”) and the Department of Justice (“DOJ”). You can be prosecuted criminally for insider trading and violations carry severe penalties such as major fines and imprisonment.

Federal law imposes obligations on employers to ensure that their team members do not improperly trade securities using MNPI. If you commit an insider trading violation, you may not only be subject to significant civil and criminal penalties, but your supervisor and/or employer may also be subject to similar penalties.

While the law concerning insider trading is not static, it is generally understood that the law prohibits:

- trading by an insider, while in possession of MNPI;
- trading by a non-insider, while in possession of MNPI, where the information either was disclosed to the non-insider in violation of an insider’s duty to keep it confidential or was misappropriated; or
- communicating MNPI to others.

Who is an Insider?

The concept of “insider” is broad. It includes officers, directors and team members of the Company. In addition, a person can be a “temporary insider” if he or she enters into a special confidential relationship in the conduct of the Company’s affairs and as a result is given access to information solely for the Company’s purposes. A temporary insider can include, among others, the Company’s attorneys, accountants, consultants, bank lending officers, and the team members of such organizations.

What is Material Information?

Trading on insider information is not a basis for liability unless the information is material. Materiality involves a relatively low threshold. “Material information” generally is defined as information that a reasonable investor would consider important in making his or her investment decisions, or information that is reasonably certain to affect the price of a company’s securities.

A Company team member who learns of positive earnings information about one of our operating companies and then attempts to trade on that information would likely be deemed an insider and

potentially guilty of trading on the basis of MNPI. In short, material information is information not known in the public domain that could impact the price of a security, or impact the investment decision-making of a reasonable investor if known. Examples of the types of information that could be deemed “material” include, but are not limited to, the following:

- financial results of a company, including earnings estimate or projections;
- major proposed or pending acquisitions, investments and divestitures;
- changes in key personnel;
- significant litigation, including positive or negative developments;
- extraordinary borrowing or liquidity problems; and
- any other facts which might cause a company or stock’s results to be affected.

Material information is not limited to historical facts but may also include projections and forecasts. It also can be negative or positive. With respect to a future event, such as a merger, acquisition or introduction of a new product, the point at which negotiations or product development are determined to be material is determined by balancing the probability that the event will occur against the magnitude of the effect the event would have on a company's operations or stock price should it occur. Thus, information concerning an event that would have an effect on stock price, such as a merger, may be material even if the possibility that the event will occur is relatively small.

When in doubt about whether particular nonpublic information is material, you should presume it is material. If you are unsure whether information is material, you should consult Human Resources before making any decision to disclose such information (other than to persons who need to know it) or to trade in or recommend securities to which that information relates.

What is Nonpublic Information?

“Nonpublic” information is any information that has not been previously disclosed and is not available to investors generally. Information is nonpublic until it has been effectively communicated to the marketplace. One must be able to point to some fact to show that the information is generally public. For example, information found in a report filed with the SEC, or appearing in Dow Jones, Bloomberg, Reuters, the Wall Street Journal or other publications of general circulation would be considered public, as would radio or television reports.

Even after public disclosure of information, you must wait until the close of business on the second trading day after the information was publicly disclosed before you can treat the information as public. Note that the fact that information has been disclosed to a few members of the public does not make it public for insider trading purposes.

As with questions of materiality, if you are not sure whether information is considered public, you should either consult with Human Resources or assume that the information is nonpublic and treat it as confidential.

Penalties for Insider Trading

Penalties for trading on or communicating, MNPI are severe, both for individuals involved in such unlawful conduct and their employers. A person can be subject to some or all of the penalties below even if he or she does not personally benefit from the violation. Penalties include:

- civil injunctions;
- disgorgement of profits;
- jail sentences;
- fines for the person who committed the violation of up to three times the profit gain or loss avoided, whether or not the person actually benefited; and
- fines for the employer or other controlling person of up to the greater of \$1 million or three times the amount of the profit gained (or loss avoided), if the employer either fails to maintain compliance procedures or fails to take appropriate steps to prevent the likely commission of acts constituting a violation.

In addition, any violation of this policy statement can be expected to result in serious sanctions by the Company, up to and including dismissal, for cause, of the persons involved.

Procedures to Implement Insider Trading Policy

The following procedures have been established to aid the officers, directors and team members of the Company in avoiding insider trading, and to aid in preventing, detecting and imposing sanctions against insider trading. Every officer, director and team member of the Company must follow these procedures or risk serious sanctions, including dismissal, substantial personal liability and criminal penalties. If you have any questions about these procedures, you should consult Human Resources.

Before trading for yourself and others in the securities of a company about which you may have potential insider information, ask yourself the following questions:

- Is the information material? Is this information that an investor would consider important in making his or her investment decisions? Is this information that would affect the market price of the securities if generally disclosed?
- Is the information nonpublic? To whom has this information been provided? Has the information been effectively communicated to the marketplace by being published by Dow Jones, Bloomberg, Reuters, the Wall Street Journal or other publications of general circulation?

If after consideration of the above, you believe that the information is material and nonpublic, or if you have questions as to whether the information is material and nonpublic, you should take the following steps:

- Report the matter immediately to Human Resources.
- Do not purchase or sell the securities on behalf of yourself or others.
- Do not communicate the information inside or outside the Company, other than to Human Resources.
- After Human Resources has reviewed the issue, you will be instructed to continue the prohibitions against trading and communication, or you will be allowed to trade and communicate the information.
- Human Resources will instruct you as how to proceed in the matter, and will also notify you as to when it is permissible to discuss the matter or trade in the subject securities.

Restricted Security and Watch List

The Company has established a Restricted/Watch List to identify companies and/or securities in which trading by Company personnel is restricted, which includes: (i) all companies or securities in which the Company has invested; (ii) securities with respect to which the Company or its personnel may have MNPI, as determined by the Company's management (including as a result of the Company sharing office space with certain affiliates of Blackstone); and/or (iii) securities which the Company is contractually or otherwise restricted from trading (e.g., companies or securities currently being considered for purchase by the Company or any Blackstone portfolio company for which the Company provides services). Any team member wishing to trade in any security set forth on the Restricted/Watch List must obtain the prior written approval of Human Resources. While the Company's best efforts will be made to promptly update the Restricted/Watch List, please remember that this list is designed only to help you comply with your legal obligations. Compliance with federal securities laws and with this policy remains solely your obligation.

Anti-Money Laundering Policy

It is the policy of the Company to comply with applicable anti-money laundering ("AML") laws and regulations where the Company does business, as well as applicable U.S. and European Union economic sanctions laws and regulations. At the present time, while the Company is subject to general federal AML laws, it is not subject to the AML laws pertinent to financial institutions because it is not a "financial institution" as that term is defined under U.S. AML laws. Nonetheless, it is the Company's policy to cooperate with financial institutions to ensure that these entities receive required information about the Company to provide the Company with financial services and to cooperate with law enforcement agencies with regard to AML-related inquiries.

What is Money Laundering?

"Money laundering" is generally defined as engaging in acts designed to conceal or disguise the origins of criminally derived proceeds so that the proceeds appear to have been derived from legitimate origins or constitute legitimate assets.

Questions and Reporting

Company team members are required to contact Human Resources with any questions or concerns regarding AML questions or potential issues. All suspicious circumstances or activities regarding potential AML issues should be immediately reported to Human Resources.

Office of Foreign Asset Control (OFAC) and Related Requirements

It is the policy of the Company to comply with applicable economic sanctions laws and regulations. As these laws change on an irregular basis due to U.S. and EU foreign policy objectives, and, in the United States are administered by various government agencies, individual programs are not listed here.

It is the Company's policy to screen each contract counterparty with the Company ("**Party**" or "**Parties**"), to the extent required by law, rule, or regulation, or as determined by Human Resources, against U.S. government and EU lists implementing United States, United Nations and EU economic sanctions, in particular, OFAC, U.S. Department of the Treasury, Specially Designated Nationals List ("**SDN List**") and the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions. Furthermore, it is the Company's policy to not conduct business or any transaction with any Party found on any such U.S. government and/or EU list, to block any property or interest in property of a Party found on any such U.S. government and/or EU list, and to file reports on blocked property with OFAC or applicable EU agency, each as applicable under the circumstances.

In the event that the Company determines that any existing contract counterparties appears on any such U.S. government and/or EU list, the Company will take remedial actions deemed appropriate by Company management based on discussions with Company counsel.

Anti-Corruption and Anti-Bribery Policies

The FCPA and Other Anti-Bribery Laws

It is the policy of the Company to comply with applicable anti-corruption laws and regulations wherever the Company does business. In particular, we (and any consultants authorized by the Company to act on our behalf) will adhere to the United States Foreign Corrupt Practices Act, 15 U.S.C. § 78dd-1, et seq. ("FCPA"), the United Kingdom Bribery Act of 2010 (c.23) and all other local anti-bribery or anti-corruption laws that apply to the Company. The FCPA prohibits the Company and anyone acting on its behalf from corruptly offering, giving, or authorizing the giving of anything of value to any foreign official in order to obtain or retain business or to obtain any business advantage. All team members, principals, directors, partners, officers, advisors and agents of International Market Centers, LP and its affiliates are prohibited from promising, paying or providing any amount of money or anything of value to a public official or private sector counterparty representative for the purpose of improperly obtaining, directing or retaining business or securing an improper advantage for IMC.

The authorities charged with enforcing these laws take them very seriously. Failure to comply with the FCPA and other anti-corruption laws can result in significant fines and can subject the individuals

involved to criminal prosecution, criminal fines, and imprisonment, as well as disciplinary action by the Company, including dismissal. Fines and penalties imposed on individuals may not be paid directly or indirectly by any corporation for which they may have acted. If you work with foreign tenants, consultants or vendors, please contact the Human Resources.

Prohibition on Bribery

The Company program requires that each Company team member, officer, shareholder, director, consultant, agent, and representative of the Company refrain from directly or indirectly engaging in corrupt activities anywhere in the world. Situations that create the appearance of improper conduct should also be avoided. It is the policy of the Company to comply not only with the letter but also with the spirit of the FCPA. To ensure compliance with this policy, the Company has provided and will continue to provide training for team members who engage in business activities in foreign jurisdictions or who have contact with contractors and distributors for the Company working in foreign jurisdictions. Additionally, team members have been encouraged to contact their supervisors and Human Resources at any time if they have any doubt concerning compliance with this policy or the FCPA.

The nature of our business may require that we interact with foreign individuals and may require that we work with officials of various governments. Each of us is bound by the FCPA, the anti-corruption statute of the country where we are doing business, and the country from or through which any of our payments originate or pass. These requirements require that we conduct our business with the highest level of integrity. Our policy and relevant laws prohibit bribery of foreign government officials (as defined below), and mandate that companies establish and maintain accurate books and records and sufficient internal controls to document adherence to the anti-corruption requirements to which the Company is subject.

A “Government Official” is any officer or team member of a government entity or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, or all levels of federal, state, provincial, county, municipal and similar officials of any government outside the United States. Additionally all levels of officials of any commercial enterprise owned, controlled, or operated by a government other than the United States, such as national customs or tax authorities, are Government Officials. It is important to keep in mind that even persons who are not deemed to be officials under local laws may still be considered government officials under the FCPA or other applicable anti-corruption laws. To be certain, Company team members should always consult Human Resources whenever there is a question as to whether an individual is a government official.

Generally, our policy prohibits team members from (directly or indirectly) giving, promising, offering or authorizing payment of anything of value to any Government Official in order to: (1) obtain or keep business; (2) influence any act or decision of such foreign official in his official capacity, (3) induce such foreign official to do or omit to do any act in violation of a lawful duty of such official, (4) induce such official to use his or its influence with a foreign government or instrumentality thereof to affect or influence any governmental act or decision, or (5) secure any improper advantage, or secure some improper advantage. The FCPA applies to any act or event that is “in furtherance of” a payment to or for

the benefit of a foreign government or foreign official, and the “payment” provision of the FCPA is broadly phrased. It covers not only the actual payment of money but also an offer, promise or authorization of the payment of money and an offer, gift, promise or authorization of the giving of “anything of value.”

In essence, these laws prohibit the giving of anything of value to influence a government official’s actions. Prohibited payments include, but are not limited to, those designed to:

- Induce the recipient to award a contract to the Company
- Obtain advantageous tax, immigration or customs treatment that would not otherwise be available to the Company
- Circumvent or cause non-enforcement of laws or regulations applicable to the Company

The prohibition on bribery applies to the giving of anything of value, not only money. This includes, but is not limited to, providing business opportunities, favorable contracts, stock options, gifts and entertainment. Such payments are barred even if:

- The benefit is for someone other than the party making the payment.
- The business sought is not with the government.
- The payment does not in fact influence the Government Official’s conduct.
- The foreign Government Official initially suggested the payment.

In certain parts of the world, it may not be uncommon for ministerial or clerical government team members to receive so-called “grease,” “facilitating” or “expediting” payments to expedite or secure the performance of routine governmental action by a foreign official. Our policy prohibits political contributions, facilitation or “grease” payments, and the payment of bribes that are solicited from Government Officials or third parties on their behalf.

Legitimate business hosting, business-related entertainment expenses, or gifts of a nominal nature that are approved in accordance with the guidelines in our handbook and conform to the laws and normal social customs in the official's country may be incurred or given.

Red Flags

In evaluating potential third parties and during any relationship with them, Company team members must be conscious of any “red flags” that may be present or arise. A “red flag” is a fact or circumstance that serves as a warning signal that a third party may act corruptly. It is the responsibility of the team member that observes a red flag to refer the matter to Human Resources as soon as possible. A non-exclusive list of examples of red flags is below:

- Rumors regarding unethical or suspicious conduct by a team member, marketing representative, consultant, agent, or other business partner, or by a Government Official;
- Unnecessary third parties, multiple intermediaries, or suggestions to use a particular intermediary;
- Requests for payments to a second or third party rather than the consultant or agent

- A third-party consultant that works in a different line of business than the type of business in which it is being engaged;
- A close association or relation between the third party and a foreign official;
- Requests for payments in a country other than where the third party resides or performed the services;
- Requests for payments in cash;
- Requests for unusually large commissions or other payments, or payments that appear excessive for the service rendered (anything more than 20% of a contract price is automatically suspect);
- Excessively large discounts to third-party distributors;
- Requests for reimbursement of expenses that are poorly documented;
- Incomplete or inaccurate information in required disclosures; and
- Refusal to certify compliance.

Investigation and Reporting of FCPA Compliance Issues

It is important to contact Human Resources for guidance regarding all FCPA compliance inquiries and disclosures.

Any transaction, no matter how seemingly insignificant, that might give rise to a violation of the FCPA must promptly be reported to the supervisor of the person with knowledge of the potential violation and to Human Resources. All such reports will be treated as confidential, to be used only for the purpose of addressing the specific problem they address. Such reports will be shared by the Company's management and other authorized individuals only on a need-to-know basis. As long as a report is made honestly and in good faith, the Company will take no adverse action against any person based on the making of such a report. Failure to report known or suspected wrongdoing of which a team member has knowledge may, by itself, subject that team member to disciplinary action.

To ensure the integrity and independence of investigations into any FCPA concerns, such investigations will, as necessary, be conducted by outside legal counsel and/or auditors, whose reports will be provided to Human Resources and Board of Directors.

Inclusion of FCPA Provisions in Contracts

Certain material contracts with agents, consultants, and other representatives for purposes of business development in a foreign jurisdiction may be reviewed by Human Resources for FCPA compliance and may be made to include certain undertakings, representations and agreements related to the FCPA and other applicable anti-corruption laws (including: (i) a representation and undertaking by the contracting party that no payments of money or anything of value will be offered, promised, or paid, directly or indirectly, to any foreign government or foreign official to influence the acts of such persons or organizations in their official capacity, or to induce them to use their influence with a foreign government or foreign official to obtain an improper advantage; (ii) a provision that such contracting party shall not engage any agent that is a foreign government or foreign official without prior written notification Human

Resources; and (iii) a provision for termination of the contract as a result of any breach of such undertakings, representations, and agreements).

Recordkeeping and Reporting Requirements

The FCPA and other applicable anti-corruption laws impose strict accounting requirements on the Company. For example, the FCPA requires the keeping of accurate books and records that, in reasonable detail, reflect the transactions and asset dispositions of the Company, and the development and maintenance of a system of internal accounting controls including periodic audits. These requirements apply to all payments, not just sums that would be “material” in the traditional financial sense.

Compliance with the accounting and internal accounting control procedures of the Company is mandatory. The books and records shall at all times be maintained and recorded in compliance with the local law and GAAP; accounting records, expenditures, expense reports, invoices, vouchers, gifts, business entertainment, and any other business expenses must be accurately and reliably reported and recorded. False or misleading entries or invoices are prohibited.

Any and all payments by or on behalf of the Company may only be made pursuant to existing approval authorities and other internal control requirements, and only on the basis of appropriate supporting documentation and for the purposes specified in the documentation. Such purposes shall be recorded in accordance with applicable corporate procedures.

Undisclosed or unrecorded payments or assets are strictly prohibited.

Competition and Fair Dealing

We seek to outperform our competitors fairly and honestly. We seek competitive advantages through superior performance, never through unethical or illegal business practices. Stealing proprietary information, possessing trade secret information that was obtained without the owner’s consent, or inducing such disclosures by past or present team members of other companies, is prohibited. Our team members and officers should endeavor to respect the rights of and deal fairly with the Company’s customers, suppliers, competitors and team members. No team member or officer should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair practice.

Antitrust

The antitrust laws of the United States are intended to prevent interference with the functioning of competitive markets, particularly interference that has the effect of increasing or fixing prices or limiting output. Penalties for violations of the antitrust laws of the United States can be harsh. Criminal violations of the antitrust laws are felonies punishable by substantial fines and imprisonment. Not only might the Company be subject to criminal sanctions in the event of a violation, but so might the individual(s)

committing the act. These are not merely theoretical possibilities; these criminal penalties have been imposed upon companies and individuals. The following is not intended to answer all questions; rather it is intended to help you recognize the kinds of conduct that the antitrust laws address.

What is covered by Antitrust Law? Agreements among competitors - whether explicit or implicit - to stifle competition violate antitrust laws. Examples of such agreements include, but are not limited to:

- agreeing on prices for services including discounts, credit terms, rents or rebates
- allocating customers or markets
- agreeing to restrict service levels

Exchanging publicly available market information helps us keep on top of current situations and developing trends in our markets. Antitrust concerns are unlikely to come up when recognized trade associations present market information at seminars and conferences, or when information is published by other third parties. However, informal meeting among competitors may create the appearance of an improper agreement, even if no explicit agreement or understanding to control prices or other deal terms exist.

To avoid even the appearance of an agreement or understanding that could raise antitrust concerns, you should not provide any nonpublic competitive information to any competitor. Examples of nonpublic information include, but are not limited to:

- forecasts of future pricing of rent or services
- economic terms of current proposals to lease
- Guidance and Policy

All team members must comply with the antitrust laws. The Company will not condone any conduct that could give rise to antitrust charges. The antitrust laws sometimes are unclear as to whether a proposed course of conduct will violate the law. Whenever there is doubt whether a proposed course of action may violate the antitrust laws, consult Human Resources. Any suspected violation of the policies set forth in this section must be reported to Human Resources or to the Company's whistleblower hotline.

Political Activities and Contributions

The Company respects and supports the rights of team members to participate in political activities. However, these activities should not be conducted on Company time or involve the use of any Company resources such as telephones, computers or supplies. Team members will not be reimbursed for personal political contributions.

No team member or officer may make or commit to political contributions on behalf of the Company without approval from Human Resources.

RULE 206(4)-5

Policy Regarding Contributions and Communications with the Blackstone Group L.P.

Prohibition on Discussing Any Specific Effort to Obtain Investment Advisory Business.

No officer or team member of Company may have any communications with any officer or team member of Blackstone regarding the investment advisory business in which Blackstone is engaging, or is attempting to obtain, in any particular jurisdiction (i.e., any particular state, city or county) or with any particular government issuer. This does not prohibit (1) general communications regarding investment advisory business (that do not refer to a particular jurisdiction or government issuer), or (2) communications exclusively for the purpose of lobbying legislation that relates to investment advisory business, as long as there is no discussion regarding Blackstone's attempt to obtain that business.

Prohibition on Discussing State or Local Contributions.

No officer or team member of Company may have any communications with any officer or team member of Blackstone regarding any contribution, fundraiser or solicitation made by Company, any of its affiliates, its PACs, or its executives on behalf of a state or local candidate, state or local official running for federal office, or state or local party committee or PAC.

Blackstone Personnel Serving in Portfolio Company Roles.

Officers and team members of Blackstone serving as officers or directors of Company are to be treated exclusively as Blackstone personnel for purposes of this Manual. For example, officers and team members of Blackstone serving as Company directors should not participate in any board discussions relating to Company political activity. To the extent such matters are discussed by the board of the Company, officers and team members of Blackstone should be excused from those discussions.

POLICIES

These policies help you know what to expect as we work together to make our business successful.

Employment Records

All team members have access to their personnel file maintained in the Human Resources Department.

Any current team member may request a copy of his or her file by submitting a written request to Human Resources.

Subpoenas and other information requests from attorneys should be sent to the Legal Department. The Legal Department will notify Human Resources if the requested documents should be provided.

Changes in Personnel Records

To keep your personnel records up to date, to ensure that the Company has the ability to contact you, and to ensure that the appropriate benefits are available to you, you are expected to promptly update the information in the self-service time & attendance system or notify Human Resources whenever there is a

change in your personal information, such as name, home address, telephone number, marital status, beneficiaries, number of dependents, emergency contacts or other applicable information.

Please keep your personal information up to date at all times!

Outside Inquiries Concerning Team Members

All inquiries concerning team members from outside sources, including requests for references, should be directed to the Director of Human Resources. No information should be given regarding any team member by any other team member or manager to an outside source. The Company's policy as to references for team members who have left the Company is to disclose only the dates of employment and the title of the last position held. If a team member has authorized disclosure in writing, the Company will also provide information on the amount of salary or wage last earned.

Open Door Policy

Regular communication is a key element in ensuring you are on track with your position, sharing improvement ideas, and working out problems toward a positive resolution.

If you feel that a fair solution has not been reached after discussion with your manager, you may speak with your department head or Human Resources.

If your manager does not resolve the issue to your satisfaction, or if you do not feel comfortable discussing the issue with your manager, you are encouraged to speak with a Human Resources representative or contact our toll-free Hotline, The Network, at 855-632-9119. We encourage you to talk to your manager at any time.

Health and Safety

It is IMC's policy to promote safety on the job. The health and well-being of our team members is foremost among the Company's concerns. For this reason, you are urged to follow common sense safety practices and immediately correct or report any unsafe condition to your supervisor. Each team member is expected to assist the Company in maintaining safe working conditions. If you are not sure about how to do a job or task safely, ask your manager. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers - must be reported to your manager or Security immediately. It is only through full knowledge of every accident that the Company can become a safer, healthier place to work for everyone.

Electronic Communications

The Company maintains computer systems and other technical resources, including electronic mail ("E-mail"), Internet access, and voice mail systems to assist in the conduct of our business. The Company's

communication and information systems consist of both traditional and electronic systems (including but not limited to, telephone systems, including voice mails and faxes, internet, including communication through the use of electronic mail, video calls, group conferencing, video telephony, video chat, instant messaging, the intranet, and the software and hardware (which may include smart phones, desktop computers, laptop computers, and tablets) by which team member access and utilize the above communication and information systems.

These systems, including equipment and data stored in the systems, are and remain at all times the property of the Company whether located at your home, a remote location, or in the office. As such, all messages created, sent, received or stored in the systems, as well as all information and materials downloaded into the Company computers, are and remain the property of the Company.

The communication and information systems provided by the Company are to be used exclusively for conducting the business of the Company, team members should have no expectations of privacy as to any correspondence (whether oral or written) transmitted through the use of one of these systems, or information processed by or contained on one of these systems. The Company may retain, archive, and monitor any such information and/or communications.

All content created, saved and/or shared using the Company's traditional and electronic communication and information systems are a form of corporate correspondence, and are subject to the same internal and external regulation, security, and scrutiny as any other corporate correspondence.

The Company's communication and information systems shall not be used as a forum to promote religious or political causes, or any illegal activity. Transmission of sexually explicit images, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, age, national origin, religion, sex, gender identity, veteran, disability, or any other status protected under applicable federal, state or local law, are also prohibited on the Company's information systems.

Team members shall not attempt to gain access to another team member's personal information systems and messages. The Company, however, reserves the right to access a team member's messages at any time, without notice to the team member.

Guidelines

This policy defines the requirements and restrictions that apply to all team members who use these systems to ensure:

- Confidentiality of proprietary data.
- System availability for critical business functions.
- Compliance with licensure agreements and other legal requirements.
- Maintenance of an overall effective workplace.
- Maintenance of a favorable public image for the Company.

General security

- As a general rule, all system applications and resources will require the use of an account name and a password.
- Passwords must never be shared or disclosed.
- Neither passwords nor account names shall be written down or posted near workstations.
- No one shall attempt to access systems for which he/she has not been granted permission to access.

Licensing

- The use of unlicensed software is an illegal act subject to legal action and / or fines.
- All software must be purchased and installed through the Company's Information Technology (IT) Department.
- IT will be responsible for maintaining evidence of the software license and any upgrades.
- Software without licensing evidence must be removed immediately from any Company-owned equipment or application.
- No system user is authorized to use software unless he / she has full license rights to use it.

E-Mail and Voice Mail and Text

- Messages should be limited to the conduct of business at the Company. Although the Company recognizes at times, it may be necessary to send or receive personal voice mail and E-mail, any use of Company property for those messages should be used in a prudent and reasonable manner. Voice mail and E-mail may not be used for the conduct of personal business. The Company reserves the right to retrieve and review any messages created, sent, received, or stored at any time without prior notice. No one should have any expectation of privacy concerning E-mail or voice mail messages.
- E-mail communications must be written following customary business communications practices as is used in Company correspondence. E-mail communications are official internal Company communications, which may be subject to summons in legal proceedings.
- Please note that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of messages cannot be assured to anyone. While E-mail and voice mail may accommodate the use of passwords for security, confidentiality cannot be guaranteed. As such, discretion must be used in deciding what messages to send via E-mail and voice mail. In short, the only messages you should send via E-mail or voice mail are messages that you would feel comfortable announcing to the general public.
- Notwithstanding the Company's right to retrieve and receive any E-mail or voice mail messages, such messages must be treated as confidential and accessed only by the intended recipient. No one is authorized to retrieve or review any E-mail or voice mail messages that are not sent to him / her. Any exception to this policy must receive prior approval by authorized management.
- Messages may not contain content that may be reasonably considered offensive or disruptive to any team member. Offensive content includes, but are not limited to, sexual comments, racial

slurs, gender-specific comments, profanity or any comments that would offend someone on the basis of his/her age, race, sexual orientation, physical attributes, religious or political beliefs, national origin, or disability.

- The E-mail and voice mail systems may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-work-related solicitations.
- There is no requirement that E-mails should be deleted. Team members should make a sensible effort to remove reviewed emails from the system to assist in conserving electronic storage space. E-mails need to be saved in the appropriate Company files.

Internet

- All messages created, sent or retrieved over the Internet are the property of the Company and should be considered public information.
- The Company reserves the right to access and monitor, at any time, your Internet usage, including Websites that you have accessed and any information that you may have downloaded. All internet data that is composed, transmitted or received via the Company's computer communications systems is considered to be part of the official records of the Company and is subject to disclosure to law enforcement or other third parties without prior consent of the sender or the receiver. No one should have any expectation of privacy concerning any Internet usage.
- Fraudulent, harassing, or obscene messages or material sent or received via the Internet are prohibited. In addition, no messages with derogatory or inflammatory remarks about an individual's or group's gender, age, race, sexual orientation, physical attributes, religious or political beliefs, national origin, or disability should be transmitted. Likewise, users shall not attempt to access such materials.
- All messages communicated on the Internet must have the sender's name attached. No messages may be transmitted under an assumed name. No user may attempt to obscure the origin of the message.
- To prevent computer viruses from being transmitted through the system, no one may download unauthorized software. Any questions about the safety of the downloaded file should be directed to IT before taking action.
- The Internet may not be used for personal gain or advancement of personal views.
- Use of Internet must not disrupt the operation of the Company network. Usage must also not interfere with the team member's productivity or the productivity of other team members.
- Confidential or proprietary information must not be sent via the Internet. If information of this nature must be transmitted, special arrangements should be made through IT.
- Copyrighted materials belonging to entities other than the Company may not be transmitted on the Internet. One copy of copyrighted material may be downloaded for personal use in research. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner.
- The equipment, services, and technology provided to access the Internet remain at all times the property of the Company.
- As such, the Company reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

- Team members should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Violations

- The Company will review violations of any provision of this policy on a case-by-case basis. Team members who violate this policy may be subject to the Company's Coaching Policy.
- Team members learning of any misuse of the Company's computer systems, E-mail system, voice mail system, or the Internet or any violations of this policy shall immediately notify Human Resources.
- The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:
 - Sending or posting discriminatory, harassing, or threatening messages or images
 - Stealing, using, or disclosing someone else's code or password without authorization
 - Copying, pirating, or downloading software without permission
 - Sending or posting trade secrets or proprietary information outside of the company
 - Violating copyright law
 - Failing to observe licensing agreements
 - Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
 - Participating in the viewing or exchange of pornography or obscene materials
 - Attempting to break into the computer system of another organization or person
 - Refusing to cooperate with a security investigation
 - Using the Internet for political causes or activities, religious activities, or any sort of gambling
 - Jeopardizing the security of the organization's electronic communications systems
 - Sending or posting messages that disparage another organization's products or services
 - Passing off personal views as those of the organization
 - Engaging in any other illegal activities

Social Media, Social Networking and Blog Policy

This policy governs team member use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Google+, Twitter, LinkedIn, Tumblr, Instagram, Reddit, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of all team members to use social media. However, because communications by Company team members on social media could, in certain situations, negatively

impact business operations, customer relations, or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure team members understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of team members to discuss or share information related to their wages, hours, or other terms and conditions of employment. Team members have the right to engage in or refrain from such activities.

Team members engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting certain confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

Team members are prohibited from the following:

- Using or disclosing the Company's trade secret information or proprietary and confidential information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property or business use only. Examples of confidential information include customer information, trade secrets, non-public financial performance information and strategic business plans, and does not include information related to wages, hours and working conditions.
- Using or disclosing a customer's/client's, vendor's, partner's or supplier's trade secret information or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property or business use only.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
- Posting or displaying content that is an intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any team member concern involving wages, hours, or other terms and conditions of employment.
- Unless authorized and approved by the Company, disclosing or publishing any promotional content about the Company or its products.
- Engaging in activities that involve the use of social media that violate other established Company policies or procedures.
- Using social media while on working time, unless it is being used for Company business and with the authorization of the Company.

- Posting a photograph of a supervisor, manager, vendor, supplier, or customer/client without that individual's express permission.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor or Human Resources.

Team members may not use employer-owned equipment, including Company computer systems, Company-licensed software or other electronic equipment, nor facilities nor Company time, to conduct personal blogging or social networking activities.

Team members should know that the Company has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Team members should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

Social media account ownership: To the extent a team member is authorized as part of his/her job duties to use social media account(s) to advance the employer's interests, the employer, not the team member, owns the account(s) and team members are required to return all user names, logins and passwords for such accounts at the end of employment.

Unauthorized Interviews

Team members should not speak to the media on the Company's behalf. All media inquiries should be directed to the Public Relations Manager or office of the CEO.

Employment of Relatives or Friends

The Company permits the employment of family members or those who have a personal relationship with our team members. However, team members in the same family or those who have a personal relationship may not supervise or work directly for one another. The purpose of this policy is to establish a uniform policy regarding the employment of team members who are related, cohabitating, or have a personal relationship within the Company.

Guidelines

IMC recognizes that the employment of relatives may be beneficial to the Company as well as the team member involved. However, the Company also recognizes that the employment of relatives may sometimes create the potential for conflicts of interest, the appearance of unfairness or favoritism in the workplace, or for an increased risk of loss or damage to Company assets. These concerns extend not only to team members who are related, but also to those who are cohabitating, dating or otherwise involved in personal relationships.

In order to balance these concerns, the Company will evaluate the employment of team members who are related, cohabitating or dating in the following circumstances:

Where one team member would have direct or indirect supervisory responsibility over the other.

Where one team member would be involved in a working relationship which may directly or indirectly affect the integrity of internal controls, requirements established by the Company or any regulatory authority.

Where the employment of team members who are related, cohabitating, or dating creates an apparent or actual conflict of interest.

For purposes of this policy, the term "relative" includes spouse/domestic partner, children, step-children, parents, step-parents, grandparents, grandchildren, brothers, sisters, step-brothers, step-sisters, parents-in-law, grandparents-in-law, brothers-in-law and sisters-in-law, aunts, uncles, nieces, nephews, cousins, whether related by blood or adoption.

For the purposes of this policy, team members are "cohabitating" if they are sharing mutual living quarters, including roommates, housemates, etc. Team members are considered "dating" if they are involved in a romantic, intimate, or sexual relationship.

Any team member who currently is or during his/her employment becomes a relative of another team member of the Company shall immediately notify Human Resources about the relationship.

The Company discourages dating or cohabitation between team members within the same supervisory line of reporting.

This includes not only relationships between supervisors and their direct subordinates, but also relationships between team members that are separated by one or more levels within the same supervisory reporting structure. In the event such a relationship arises, the team member must immediately notify Human Resources.

The Company also discourages dating or cohabitation by team members working in departments that have monitoring or oversight responsibility over team members in other departments (e.g. Human Resources, Payroll).

The Company recognizes that team members at the level of Director or above hold key positions of trust and confidence. Such team members must immediately notify Human Resources if they begin dating or cohabitating with any other staff, regardless of whether the team member is within their line of reporting or supervision.

The Company will evaluate the potential conflicts presented by relatives, cohabitants and dating relationships as follows:

The relationship will be jointly reviewed by Human Resources and by the management of the team member's department to ensure that it does not pose a conflict of interest or risk to the Company.

In the event that the Company determines, in its sole discretion, that a relationship does not pose a conflict of interest or risk to the Company, the affected team member will be so advised.

In the event that the Company determines in its sole discretion that a relationship poses a conflict of interest or risk to the Company, the affected team member will be advised and will have thirty (30) days to arrange for an alternative employment arrangement acceptable to the Company, which may include a job transfer. Every reasonable attempt will be made to accommodate the team member with an alternative employment arrangement, but there can be no assurance that such an alternative arrangement will be available.

Managers will be responsible for reporting any such relationships between relatives, cohabitants, or dating team members in their area of responsibility of which they become aware, allowing those relationships to be evaluated under this policy.

Management will honor, to the extent possible, any team member's request to keep any disclosure made under this policy confidential, subject to any applicable regulatory or other requirements. Under such circumstances, the disclosure of the relationship will only be discussed with Human Resources or management personnel who have a need to know of the relationship.

Any team member who fails to report any relationship as required by this policy may be subject to disciplinary action up to and including termination. Any team member who has any question about whether their relationship with another team member requires disclosure to the Company should discuss the matter with their supervisor or with Human Resources.

Company Vehicles

If you drive a Company vehicle as part of your job, you must have a valid driver's license in the state where you are driving and maintain appropriate insurance coverage. Only authorized team members may operate Company vehicles. Only persons authorized by your supervisor can be passengers in Company vehicles. If a Company vehicle incurs any damage while under the charge of a particular team member, that team member must report the damage immediately.

Team members driving a Company vehicle must observe all traffic and safety rules. All persons in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle or other violations of traffic and safety rules may lead to disciplinary action, up to and including termination.

If you receive a traffic citation while operating a Company vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a Company vehicle, you are required to call 911 and report the accident. You must also report the accident to your manager or

department head immediately. You may not operate a Company vehicle while under the influence of alcohol or drugs.

You must notify the Company immediately of any change in the status of your driving record. Any team member whose duties include the operation of a Company vehicle who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and his/her continued employment will be subject to review.

Travel & Entertainment

You will be reimbursed for reasonable travel and entertainment expenses required to perform your job. Follow these general guidelines and see the policy for complete details.

- Prior to incurring travel costs, Team Members must first determine if a business trip is absolutely necessary and superior to a videoconferencing alternative.
- Other than your hotel reservations in High Point and Las Vegas, make all travel reservations through Concur/AMEX Travel. Tickets purchased through other travel agencies may not be reimbursed.
- The corporate credit card is to be used for all business travel and entertainment expenditures, if possible.
- Team members should travel using the “lowest logical fare” whenever possible and make reservations as early as possible to take advantage of advance purchase discounts.
- Do not use the corporate credit card for capital expenditures, such as furniture, fixtures and equipment.
- Personal charges on the corporate card are prohibited.
- Team Members must verify all car and hotel rates prior to signing a contract or paying a bill.
- Team Members are responsible for the timely submission of expense reports and the related supporting documentation. Any late fees will be paid by the corporate card holder and not by the Company.
- If a corporate credit card rewards program is available, Team Members may enroll in the program, but are personally responsible for any annual rewards program dues and costs. Team Members must NOT commit the Company to premium/extra costs or extra travel time in order to obtain additional travel points. Team Members are responsible for any income tax implications incurred as a result of using employer-paid travel for personal use.

Please see full policy on IMC’s Intranet (MyIMC) for additional detail.

Exit Interview

Any team member leaving the Company may be required to attend an exit interview conducted by the team member’s supervisor or the Director of Human Resources. The purpose of the interview is to

determine the reasons for termination and to resolve any questions of compensation, Company property or other matters related to the termination.

To Sum It All Up

This handbook highlights your opportunities and responsibilities at the Company. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to our Company, and we look forward to working with you.

TEAM MEMBER ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have received a copy of the Team Member Handbook (“Handbook”) for International Market Centers, L.P. (“Company”). I will familiarize myself with the Handbook and all of its contents.

I understand that the Handbook represents only current policies and benefits and that it does not create a contract of employment. The Company retains the right to change these policies and benefits at any time, without advance notice, as it deems appropriate.

I understand that I have the right to terminate my employment at any time, for any reason with or without advance notice, and that the Company has a similar right. I further understand that my status as an at-will team member may not be changed except in writing, signed by the Company’s Chief Executive Officer.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Team Member’s Signature

Position

Printed Team Member’s Name

Department

Date

[RETAIN IN TEAM MEMBER PERSONNEL FILE]

International Market Centers

Americasmart Atlanta: 240 Peachtree Street NW | Ste. 2200 | Atlanta, GA 30303
High Point (IHFC, Market Square, Showplace, C&D Bldg. and Hamilton St. properties) | 209 S. Main Street | High Point, North Carolina 27260
World Market Center Las Vegas: 475 S. Grand Central Parkway | Ste. 1615 | Las Vegas, Nevada 89106
www.imcenters.com