



Safety – Quality – Experience – People – Integrity – Competitive

Employee Handbook

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Introductory Statement

This handbook is designed to acquaint you with Great Basin Industrial, LLC (referred to throughout this document as “GBI” or the “Company”), and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by GBI to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As GBI continues to grow, the need may arise and GBI reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or GBI to end our relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur.

Nature of Employment

This handbook is intended to provide employees with a general understanding of our personnel policies. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with GBI.

However, this handbook cannot anticipate every situation or answer every question about

employment. It is not an employment contract and is not intended to create contractual obligations of any kind. Neither the employee nor GBI is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time.

In order to retain necessary flexibility in the administration of policies and procedures, GBI reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized and signed by the chief executive officer of GBI.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at GBI will be based on merit, qualifications, and abilities. The Company will extend equal employment and advancement opportunities to all qualified individuals regardless of their race, color, religion, age (40 and over), sex, gender, sexual orientation, gender identity, pregnancy, disability, national origin, ethnic background, genetic information (including of a family member), military service, and/or citizenship, or any other classification protected by applicable local, state or federal law. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Immigration Law Compliance

GBI is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. GBI participates in E-Verify and will process all new employees through this system. Former employees who are rehired must also complete the form if they have not completed an I-9 with GBI within the past three years, or if their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

Disability Accommodation

GBI is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to qualified, disabled employees where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

GBI is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. GBI will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. GBI is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

Business Ethics and Conduct

The successful business operation and reputation of GBI is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of GBI is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to GBI, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

GBI will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Department Manager for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every GBI employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

Reporting / Retaliation / Violations of Confidentiality

Employees who may have questions or concerns about any policy violation as covered herein are encouraged to use the following as a guideline for reporting:

- 1) Present and discuss the issue with your immediate supervisor
- 2) If you aren't satisfied with the resolution rendered or if you are not comfortable meeting with your supervisor, contact the GBI Human Resources Director to report the concern.

As an employee, you are entitled to report concerns without fear of reprisal. Acts of retaliation and/or violation of confidentiality are strictly prohibited and will not be tolerated. Such acts may result in corrective action up to and including termination of employment. All complaints of a breach of confidentiality or retaliation must be reported to your immediate supervisor for investigation and resolution. Anyone found to be engaging in any type of unlawful discrimination or other policy violation will be subject to disciplinary action, up to and including termination of employment.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which GBI wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Any potential conflicts of interest should be reported to your Department Manager or Human Resources Director so safeguards can be put in place.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of GBI's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of GBI as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which GBI does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving GBI.

Non-Disclosure

The protection of confidential business information and trade secrets is vital to the interests and the success of GBI. Such confidential information includes, but is not limited to, the following examples:

- Compensation data
- Construction or work processes
- Customer lists
- Customer preferences
- Financial information
- Labor relations and/or strategies
- Marketing strategies
- Pending projects and proposals
- Proprietary production processes

Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

To assist in providing a safe and healthful work environment for employees, customers, and visitors, GBI has established a workplace safety program. This program is a top priority for GBI. The Company Environmental, Health and Safety Director has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

GBI provides information to employees about workplace safety and health issues through new hire safety training and regular ongoing internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Every effort should be made to ensure the safe operation of machinery and equipment and to promote safe work habits. It is the responsibility of all employees to use the appropriate safety equipment (shields, guards, hoods, respirators, etc.) provided by the Company, and to wear protective clothing such as steel toe/fire resistant shoes, clothing, gloves, etc. which best suit the needs of their particular work area. The following are not allowed in work areas: baggy or extra loose fitting clothing, shorts, or shirts with sleeves less than 4 inches in length.

Compliance with safety guidelines is stressed for your own personal safety as well as for the safety of other employees. All employees must be trained and issued a certification card before operating a forklift. Employees must keep their work area clean. Equipment and tools must be put away when not in use. Any spills must be immediately cleaned up.

Employees and supervisors receive initial safety training upon being hired as well as ongoing,

periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the RSO or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Employee Conduct and Work Rules / Corrective Action

To ensure orderly operations and provide the best possible work environment, GBI expects employees to follow rules of conduct that will protect the interests and safety of all employees and the Company.

Employees are expected to maintain a positive work atmosphere by acting and communicating in a manner that promotes good relationships with customers, clients, co-workers and management.

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:

- Theft or inappropriate removal or possession of property
- Violation of site-specific rules and regulations including MSHA zero tolerance
- Falsification of company documents including but not limited to training records, inspections, etc.
- Failure to report incidents and near-misses
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Smoking in prohibited areas
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace, including horseplay.
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules

- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Use of personal cell phones or communication devices for non-company business during scheduled work hours
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies / Unsatisfactory performance or conduct

It is the intent of GBI to administer Company rules in a consistent and reasonable manner. The seriousness and/or history of violations and any mitigating circumstances will determine the corrective action to be taken. These actions include the following:

- Recorded verbal warning
- Written warning
- Final written warning (may include temporary suspension from work)
- Termination of employment

Although the corrective action process is intended to be progressive, any or all steps may be skipped if GBI deems that circumstances warrant such action. Each case will be determined on its own merit. Employment with GBI is at the mutual consent of GBI and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Drug, Alcohol, and Contraband Policy and Alcohol Use

(REF Saf-Pol-011)

Purpose & Policy:

To provide a safe and productive work environment free from drugs, alcohol and other substances of abuse. This policy applies to all employees of, and applicants for, employment with Great Basin Industrial.

It is the policy of Great Basin Industrial to prohibit the unauthorized possession, use or presence of, or the sale, transfer, or being under the influence of drugs or alcohol on Company business or Company premises.

While this policy refers specifically to alcohol and drugs, it applies to all forms of substance abuse.

Company Responsibility:

The abuse of drugs and alcohol causes increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programs, increased work place theft, decreased

employee morale, decreased productivity, and a decline in the quality of products produced. Accordingly, it is the intent of the Company to maintain a safe, healthful and efficient working environment for all of its employees and to protect Company property, equipment and operations by eliminating the illegal possession or use of drugs and alcohol.

In the interest of safety, the foremen/supervisors are empowered to immediately suspend without pay or discharge any employee perceived to be under the influence of alcohol or drugs.

The foreman/supervisor will have the availability to perform the testing for drugs on-site.

Employee Responsibility:

Employees are expected to report for work and remain at work in condition to perform assigned duties free from the use, presence or effects of drugs, alcohol or other substances.

Employees taking prescription medication or over the counter drugs that may affect work performance **must report this information to their supervisor** before beginning their work day. No employee will be disciplined for the authorized and necessary use of a prescription drug. However, if the employee's supervisor perceives the drug(s) maybe interfering with the employee ability to work in a safe and workmanlike manner, the employee may be relieved of his/her duties. Abuse of a prescription drug and unauthorized use without a prescription from a licensed physician are prohibited.

Any employee convicted by State, Local or Federal Authorities for illegal possession of controlled substances, imitation controlled substances, or drug paraphernalia, with intent to distribute, shall be subject to immediate termination.

Definitions:

Abuse - The use of any substance in a manner that may tend to incapacitate, impair or influence an individual or the use of any substance in a manner that deviates from the medical or legal norms or from Company rules, policies or expectations. This includes the use of prohibited, illegal, unauthorized or controlled substance and may include misuse of substances that are permitted, legal, authorized or uncontrolled.

Alcohol - The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.

Applicant - Any person applying for employment with the Company.

Company - Great Basin Industrial

Company Business - Includes all authorized work, job assignments or job related activities performed for or on behalf of the Company on Company property, during use of Company vehicles or equipment, at Company-sponsored activities and job sites, regardless of time or location.

Company Client - Includes all individuals, partnerships, corporations or other legally formulated business entities with which the company has a legal contract or agreement to perform work.

Confirmation Test - A laboratory conclusion that a specimen was found to contain the presence of a

drug based on two or more analytical procedures which did include gas chromatography/mass spectrometry or other comparably reliable analytical methods.

Drugs - Any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopathic Pharmacopoeia, or other drug compendia, or supplements to any of these compendia.

Drug Paraphernalia - Includes objects used to manufacture, compound, convert, produce, process, prepare, test and analyze, pack, repack, store, contain, conceal, inject, inhale, or otherwise introduce a drug into the human body.

Employee - Any person in the service of the Company for compensation.

MRO – Medical Review Officer

Random Screen Testing - A system of drug and/or alcohol testing imposed without individualized suspicion that a particular individual is using drugs illegally, and may either be:

1. Uniform-unannounced testing of designated participants occupying a specified area, job site or position; or
2. A statistically random sampling of such participants based on a neutral criterion such as employee numbers or social security numbers.

Refusal to Undergo Evaluation and Testing - Any employee or applicant who refuses or otherwise cannot provide a specimen at the time and place designated by the Company will be afforded all opportunity to provide a specimen within 2 hours of the originally scheduled collection.

Failure by the employee or applicant to provide a specimen at the designated location and time without a valid medical explanation will be considered as having refused to undergo evaluation and testing. Such refusal shall be reason for termination of employment. Applicants will no longer be considered for employment with the Company.

Screen Tests - Any test for the presence of drugs or alcohol utilizing any accepted methods of testing (blood, urine, hair, etc.).

Qualitative tests determine the presence of drugs and/or alcohol; quantitative tests determine the amount present.

Specimen - Sample of urine, blood, saliva, hair breath, etc

Substance, Substances of Abuse - Refers to alcohol, drug(s), chemical(s), or other substance(s). These terms maybe generally used interchangeably and the term "substance" may be used to refer to alcohol, chemicals and substances in this Policy or in communications relating thereto.

Diluted Sample - Any employee or prospective employee whose sample is diluted will have the opportunity to offer another sample. In that case, both samples will be sent to a qualified MRO for evaluation.

Testing:

The Company reserves the right to conduct or require screen tests of any employee who is on Company premises, engaged in Company business, operating Company equipment or of applicants for employment, unless prohibited by statute or regulation.

Testing procedures used shall conform to scientifically accepted, analytical methods and procedures, and shall include verification or confirmation of any positive screen test result by gas chromatography/mass spectroscopy and/or any other comparably reliable analytical methods.

Screen-Testing:

- a. Any employee involved in an industrial accident may be asked to submit to a drug screen test.
- b. The Company may test any employee for a perceived change in actions or observed impairment in job performance.
- c. Management may take disciplinary action on the basis of the medical information obtained from the tests. Refusal by the employee to undergo evaluation and testing will be cause for discharge.
- d. Screen tests will be conducted as a part of the pre-employment evaluation. Refusal by the applicant to give written consent will stop further action towards employment. Written consent will be given on Company Form 38-02
- e. All present employees, including supervisors and senior management, at the inception of this program will be screen tested. Each employee must give written consent for this testing in company Form 38-02. Refusal by the employee to give written consent for testing will be cause for discharge.
- f. Because of the Company's commitment to maintain a drug-free work force and work place, all employees will be subject to random screen testing conducted as permitted by statute or regulation. These tests may be given without cause, suspicion, detectable performance problems or the occurrence of an accident, incident or safety violation.
- g. For purposes of this Policy, any employee with a break in service of 30 days or longer with the Company shall be considered a new employee for purposes of testing. Should a client of the Company require more frequent testing, the client's requirements shall apply to those affected employees.

Consequences of Test Results:

- a. If an employee is suspected of being in violation of this policy, he/she may be suspended without pay following the initial specimen collection. If the confirmation test result is negative and all other factors indicate no substance use or abuse and there is no other work rule violation on the part of the tested employee, the employee will be returned to work and will be paid for all regularly scheduled time not worked while on suspension. If the confirmation test is positive, the employee will be terminated from employment. Payment will not be made for the scheduled work time between suspension and termination.
- b. Provided the positive confirmation test is the employee's first and only violation of this policy, the employee will be terminated and be eligible for consideration for reinstatement, provided he/she, at their own expense, successfully completes the Return

to Duty program administered by GBI's Third Party Administrator, currently DISA. Any other positive confirmation will be subject to termination without reinstatement. If employee is reinstated, he/she will test back into company's random program under the Return to Duty program. The employee will be responsible for the cost of any such testing, which cost will be deducted from the employee's payroll check.

- c. Should any of these subsequent periodic tests be confirmed as positive, the employee shall be terminated.

Self-Admitted Drug and/or Alcohol Abuse:

Any employee who admits to the abuse of drugs or alcohol shall be deemed to have tested positive by confirmation for alcohol and or drug abuse and will be immediately terminated. Reinstatement of the employee will be handled as outlined in Consequences of Test Results part b. of this policy.

Threshold Detection Levels:

The following chart outlines the detection levels for determining the level of unauthorized use of drugs or other controlled substances present in an individual's system. These detection levels shall apply to all tests except when the requirements of a Company client are more stringent. In these instances, the Company and its employees must comply with the client's requirements, and any tests conducted shall be judged to the detection level prescribed by the Company's client.

Substance	Urine Detection Levels NG/ML	
	Screen Level	Confirmation Level
Cocaine	150	100
Phencyclidine (PCP)	25	25
Marijuana (THC)	20	10
Opiates	300	250
6-Acetylmorphine (6-AM)	10	10
Amphetamines/ Methamphetamines	300	250
MDMA	300	250
MDA	300	250
MDEA	300	250

	300	250
Barbiturates	300	100
Benzodiazepines	300	100
Methadone	300	100
Propoxyphene	300	200
Methaqualone	300	200

Alcohol Testing Method Used: (Must be performed by breath, or saliva with a breath or blood confirmation)	Screen Level	Confirmation Level
EBT and/or Saliva	0.02% BAC	0.04 BAC

Alcohol level testing for Company purposes will be by use of reliable laboratory or instrument testing procedures.

Confidentiality:

All information, including test results, generated as a consequence of the drug and alcohol policy shall be treated as confidential information. Release of such information by the Company shall be made only on a need to-know basis or as required by statute or regulation.

All test results, reports, or other information received under this policy becomes the property of GBI and will be kept confidential to all of the privileges and immunities set forth in the “Drug and Alcohol Testing” provisions of 34-38-1, et seq., Utah Code Annotated, 1953.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor to receive assistance or referrals to appropriate resources in the community.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify GBI of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Conclusion:

It is important that each employee understands the details of this policy and the Company's intent to

have both a drug-free work place and work force. Employees are encouraged to discuss any questions they have regarding this policy with their immediate supervisor or any level of management of the Company.

Compliance with this policy is required of all employees and applicants for employment.

Sexual and other Unlawful Harassment Prevention

GBI is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated and should be reported immediately through your chain of command, or directly to the Human Resources Director.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment. If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the corporate HR, a Department Manager or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the Department Manager or Human Resources Director so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

Use of Personal Telephones & Other Electronic Devices

Use of personal telephones, cell phones, walkie-talkies, computers or other communication devices is not permitted, except in emergency situations or when approved by a supervisor or foreman.

It is Company policy that personal calls, texts or other communications are not to be placed or received during working hours. Therefore, personal cell phones and other items of this nature should be turned off during scheduled work hours and kept in your car or toolbox so as not to interrupt production.

Telephone messages from your family or concerning important matters will be accepted in the shop office or by the field foreman and posted on the board in the lunchroom. If it is necessary to make a personal call/text, or return a call/text, you should do so during break or lunch. Excessive calls and calls from creditors will not be tolerated. For reasons of workplace safety and communication, use of i-pods or personal music devices during GBI work hours is not permitted. Subject to customer worksite rules, and supervisor approval, radio music may be played so long as it does not interfere with workplace safety or communication.

Business Casual Dress Code for GBI Office Personnel

Dress, grooming and personal cleanliness standards contribute to the morale of employees and affect the business image of Great Basin Industrial presents to customers, potential employees and visitors. Business casual dress is the standard for this dress code.

Because all casual clothing is not suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions and sports contests may not be appropriate for a professional appearance at work. Any clothing that has words, terms or pictures that may be offensive to other employees is unacceptable.

During business hours, employees are expected to present a cleaned and neat appearance and to dress according to the requirements of their positions. We also expect our employees to follow common hygiene practices (i.e. showering, using deodorant, combing their hair and brushing their

teeth). Please consider the following aspects when determining what is appropriate for business casual dress: length, cut, style, size and composition. Clothing that reveals too much cleavage, your back, your chest, your stomach or your underwear is not appropriate for a place of business.

As a general rule, employees should wear clothing so as not to attract undue attention or create work distractions. No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. Clothing considered to be unacceptable includes but is not limited to:

- Spaghetti straps
- Backless/sleeveless shirts or dresses
- Bare midriffs (stomach and back should not show)
- Blue jeans or other pants that have holes due to wear or as a design of fashion
- Workout/sweat/yoga pants
- Pajamas
- Basketball/workout shorts
- Shorts with less than a seven-inch inseam
- Skirts shorter than four inches above the knee

If your manager/supervisor or designated company representative feels that your attire and/or grooming is inappropriate, you may be asked to leave your workplace until you are properly attired and/or groomed. You will not be paid for this time. When working at a customer's site, employees are likewise required to dress appropriately and according to the customer's corporate policies and/or culture.

Dating Policy

GBI strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. The provisions of this policy apply regardless of the sexual orientation of the parties involved. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

During working time and in working areas employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.

During non-working time, such as lunches, breaks and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their

conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.

Employees are strictly prohibited from engaging in physical contact that would be deemed inappropriate by a reasonable person while anywhere on company premises, whether during working hours or not.

Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the company disciplinary policy which may include counseling for minor problem. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.

Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or corporate Human Resources Director. This disclosure will enable the organization to determine whether any conflict of interest exists because of the relative positions of the individuals involved. *

Where problems or potential risks are identified the organization will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.

In some cases other measures may be necessary such as transfer to other positions or departments.

Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.

Continued failure to work with the organization to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate termination. The organization's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.

Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.

Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the Director of HR or other designated individual.

*Employees involved in a consensual relationship can obtain the Consensual Relationship Agreement from any member of management or Human Resources.

Visitors in the Workplace

To provide for the safety and security of employees and the facilities at GBI, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area. All visitors should enter GBI at the Personnel Office or at the site designated by the supervisor. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on GBI's premises or worksite, employees should immediately notify their supervisor or, if necessary, direct the individual to the supervisor.

Payroll

The normal payday for all employees is every Friday and will include the one week period ending the previous Sunday night at midnight. Paychecks will be deposited into the employee's designated bank account(s) between 12:00a.m. and 12:00 p.m. each Friday. When a regular payday falls on a holiday, every attempt will be made to distribute payroll checks the day before the holiday.

Personnel Data Changes

It is the responsibility of each employee to promptly notify GBI of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the HR department by emailing HR@mygbi.com.

Timekeeping and Overtime

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require GBI to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons.

There may be occasions when you will be required to work overtime. You will be given as much notice as possible of a schedule change. Failure to show up for scheduled overtime falls under the same guidelines as regular attendance and may be subject to disciplinary actions. All overtime must be authorized by your supervisor and/or management.

Hourly employees will receive one and one-half their regular rate for overtime (all hours over the standard 40 hours worked within one week). Vacation time for eligible employees does not count as time worked.

Full-time employees scheduled for swing or night shifts may be paid an amount to be determined in addition to regular base pay for all hours worked. Shift pay will not be calculated in figuring overtime pay, holiday pay, vacation pay, or other paid time that is not worked.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Rest and Meal Periods

Each workday, full-time nonexempt employees are provided with a paid rest period of 30 minutes in length. To the extent possible, rest periods will be provided in the middle of work periods, for example, mid-morning or mid-afternoon depending on the needs of the department. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time. Taking the rest period is optional, but you will not be paid for additional time if you choose to work through this rest period. Employees working fewer than 8 hours receive one 15 minute break.

A 30 minute unpaid meal period is scheduled near the middle of every shift. Employees are expected to be at their work stations ready to work when the meal period ends.

Attendance and Punctuality

To maintain a safe and productive work environment, GBI expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on GBI. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Any employee requests for time off must be submitted at least two weeks in advance and in writing to their supervisor for approval. Requests will be approved based on a number of factors, including business needs and staffing requirements.

Reporting Absences

If you must be absent or late due to illness or unavoidable circumstances, it is your responsibility to contact your supervisor or management as early as possible, preferably before the beginning of your shift. You should state the reason for your absence and the estimated time of your return to work.

Notification is required each day you are absent or for a specified number of days. A written release from a physician will be requested if you are absent for more than 3 consecutive days, have an injury, or an illness that may be aggravated by your return to work.

An employee who is absent from work without notifying GBI may be subject to termination. The employee is responsible for calling in. Calls from family members or friends will not be accepted, except in emergency or unavoidable situations.

Job Abandonment

Employees who fail to report to work for three consecutive business days without notifying GBI of the absence will be considered as having voluntarily resigned as a result of job abandonment.

Mandatory Equipment

Office employees are not required to provide any mandatory equipment for their employment.

Field employees are responsible for providing their own:

- Steel-Toed Boots with 6 inch high tops
- Appropriate work clothing to accommodate for varying weather and field conditions

Fabrication Shop employees are responsible for providing their own:

- Hammer
- Screwdrivers, Flat and Phillips
- 10” Crescent Wrench
- Scraper
- Chisel
- Chipping Hammer
- Wire Brush
- Striker
- Tape Measure
- Framing Square and Tri-Square
- Pliers
- Center Punch
- Steel-Toed Boots with 6” high tops

401(k) Savings Plan

GBI has established a 401(k) savings plan to provide employees the potential for future financial security for retirement. To be eligible to join the 401(k) savings plan, you must be 18 years of age or older, complete 1,000 hours of service with the company, and complete at least one year of

service with the company. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

You choose how much you wish to contribute from your paycheck to the 401(k) plan. GBI's employer match is discretionary, and vests over a 5 year period. For current plan details contact Corporate HR.

You can elect to have a traditional 401K or a Roth IRA under the plan. GBI encourages employees to consult a tax professional if they have questions regarding which plan is appropriate for their situation. Complete details of the 401(k) savings plans are described in the Summary Plan Description provided to eligible employees.

Workers' Compensation Insurance

GBI provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

All employees are required to obtain initial treatment of work-related injuries or illnesses from one of the company's designated health care providers. In the event of a life or limb threatening emergency, injured workers will be sent to the nearest hospital emergency facility. In less critical situations employees must seek work-related medical care from the provider designated by the company.

Prior to any claim being filed, employee and their manager will complete an incident investigation report for the insurance Company and the Industrial Commission. Please assist us with this by reporting all details of the accident as soon as possible.

If medical attention is deemed unnecessary, you will be asked to write a brief description of the accident, signed and dated by you to keep on file in case treatment becomes necessary at a later date.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported right away. This will enable an eligible employee to qualify for coverage as quickly as possible. Authorization for time off or light duty as a result of an industrial injury or illness must be signed by a doctor and returned to your supervisor or the office.

Group Medical Insurance

Employees are eligible for health insurance on the 1st of the next month following thirty days of

continuous full time employment and must maintain a thirty-two (32) hour work week schedule to continue to be eligible for medical benefits coverage. GBI will contribute a portion, to be determined yearly, of each employee's premium. The balance will be collected from an employee's weekly check a month in advance so that first month's coverage is paid for when coverage begins. Employees who join the GBI medical plan may elect the Tele-Doctor program at no additional cost. Plan year runs August 1 – July 31, with open enrollment in June or July as announced annually. Please contact Human Resources (801.543.2100 or HR@myGBI.com) with general questions or Boulder Administrative Services (877-406-3699) with inquiries regarding specific claims or benefits.

Life Insurance

For all full-time employees, GBI purchases \$10,000 of Basic Life and AD&D insurance through Mutual of Omaha. This coverage includes an Employee Assistance Plan (EAP). Eligible employees may elect additional life insurance on the 1st of the next month following thirty days of continuous full-time employment with GBI. Premiums will be collected from employee's weekly check. Please contact the corporate HR department (801-543-2100 or HR@myGBI.com) with any inquiries regarding the plan.

Supplemental Coverage

Employees will have the option to elect Short Term Disability, Long Term Disability, Accident, and Critical Illness coverages at their own expense. These options are made available through Mutual Of Omaha, will be available during the enrollment window along with group medical and life insurance, and premiums can be deducted from employee's regular paycheck.

Sick Pay Policy working in Eligible States

Regular full-time employees working in states where sick pay is mandated will accumulate sick leave according to the requirements of that state. Details of these requirements will be posted in the job shack in these states. Abuse of paid sick leave may result in disciplinary action up to and including termination of employment.

Paid Holidays for Eligible Shop and Office Personnel

For its full-time fabrication shop and office employees, GBI provides eight (8) paid holidays and one (1) floating day of choice each calendar year. The paid holidays are New Year's Day, Labor Day, 4th of July, 24th of July for Utah employees (out of state employees may replace with a second floating holiday of choice), Memorial Day, Thanksgiving, Day after Thanksgiving and Christmas. In cases where the holiday falls on a weekend, the office or shop manager will decide whether the paid holiday will be taken on the preceding Friday or following Monday.

The employee's floating day(s) of choice must be submitted to his or her direct supervisor for

approval at least two weeks in advance of the requested day off. Although reasonable efforts will be made to accommodate an employee's requested day off, scheduling or production activities may not allow for the employee's requested day. In that case, the employee will be asked to select another day. The employee-designated floating day does not carry over to the following year. If it is not used in the calendar year, it is forfeited.

To be eligible for holiday pay, eligible employees must be full-time, have worked for GBI at least thirty (30) days and worked the scheduled day prior to and following the holiday or have obtained advance approval for time off. Full-time employment means at least forty (40) scheduled hours a week. Any exception will be reviewed on an individual basis and must be approved by management.

Holiday hours are not counted as regular hours and do not count toward overtime accumulation. If an employee is absent from work the day following a paid holiday that he/she will not be eligible for the previous day's holiday pay. Supervisors have the discretion to approve holiday pay in the event of a legitimate approved excused absence.

Paid Time Off (PTO) Benefits for Eligible Personnel

For its full-time employees, GBI provides paid time off (PTO) benefits to allow employees opportunities for rest, relaxation, health recovery and personal pursuits. Full-time employment for shop, office and exempt personnel means at least forty (40) scheduled hours a week. Full-time employment for field personnel means they are actively deployed.

The amount of PTO eligible employees can earn each year increases with the length of their employment as shown in the following schedule:

- During the first 2 years of eligible service, the employee accrues paid time off at the rate of .01961 hours per hour worked up to a maximum of 40 hours per year.
- After 2 years of eligible service the employee begins to accrue paid time off at the rate of .02970 hours per hour worked, up to a maximum of 60 hours per year.
- After 5 years of eligible service the employee begins to accrue paid time off at the rate of .04000 hours per hour worked, up to a maximum of 80 hours per year.
- After 10 years of eligible service, the employee begins to accrue paid time off at the rate of .06122 hours per hour worked, up to a maximum of 120 hours per year.

The length of eligible service is calculated on the basis of an "anniversary year." This is the 12-month period that begins when the employee starts employment. Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. They can request use of vacation time after their first 90 days of service. To take vacation, employees should request approval from their supervisors with advanced notice of at least two (2) weeks.

Requests will be approved based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, per diems, commissions, bonuses, or shift differentials. As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. Any unused hours will be carried over to the next year, but cannot exceed 200 hours. Employees with 200 hours of unused PTO will stop accumulating additional hours until they either use or request payout, bringing them below the 200 hour limit. Upon separation, any remaining PTO balance is NOT paid out except in two limited situations: 1) Employee gives two weeks' notice of resignation, and completes his/her work to the full satisfaction of the company, and 2) Employee is laid off due to lack of work or a reduction of force.

Headquarters Vacation Reporting Policy

GBI vacation awards designed to encourage employees to take time off from work for recreation, health, family and any other personal reasons.

- As per existing GBI policy, employee must give advance notification and get signed approval from his/her supervisor to take PTO.
 - See PTO Approval Form - shows both the number of scheduled days out of the office and the number of hours of vacation time to be deducted from employee's allotted time off.
- Supervisor must submit a signed copy of the PTO Approval Form to Payroll.
 - Payroll inputs (from the form) the scheduled days the employee will be absent on the corporate calendar that will be deducted from the employee's vacation time account
 - If there are any discrepancies or questions, Payroll will contact the department head to seek clarification. Each employee receives an accounting of remaining vacation hours on his/her weekly pay stub

HQ Non-exempt Overtime Policy

- Non-exempt (hourly) employee work duties should generally be completed during regular work week hours.
- On rare occasions, based on need and circumstance in the judgment of an employee's direct manager, overtime may be recommended.
- However, prior to the Manager assigning any overtime work duties, Department head approval must first be signed off on the GBI Company OT approval form.

Expense Policy

The purpose of this policy is to provide guidelines and establish procedures for employees incurring travel, entertainment and other business related expenses on behalf of Great Basin Industrial, LLC and subsidiaries (the “Company” or “GBI”). This policy is subject to modification or revision in part or in its entirety to reflect changes in conditions subsequent to the effective date of this policy. GBI will pay all actual and reasonable business related expenses incurred in the performance of their job responsibilities that are not otherwise paid directly by GBI.

- *Purchase Orders:* GBI Purchase Orders issued to vendors on account is the primary preferred method for sourcing materials, supplies and other business purchases. Any GBI employee who receives materials or supplies into custody should take care to ensure that all materials/supplies listed on the packing slip or bill of lading are present and accounted for. Any discrepancies should be noted on the sheet before signing acceptance. Copies of all signed packing slip or bill of lading should be sent in with DPRs and verified against the relevant PO prior to making any vendor payment.
- *Company Credit Cards:* Company Credit Cards are for the convenience of the Company and managers to pay incidental, indirect, travel, fuel and other similar approved expenses.
- *Employee Reimbursements:* In limited and emergency situations, it may be necessary for an employee to pay for supplies, materials or other business expenses using their personal credit card. To receive reimbursement employee should submit a complete and supervisor signed Reimbursement Form and detailed invoices to Accounts Payable. Accounts Payable will process and directly make the reimbursing payment to the bank account on file for the employee. In the case of use of personal vehicle for business purposes, a Mileage Reimbursement form signed by employee’s supervisor should be submitted to Accounts Payable.

REQUIRED MANAGEMENT APPROVAL

All expenses, whether incurred on a Company credit card or if requested for employee reimbursement, must be approved by the employee’s supervisor before processed for payment. GBI managers may only approve expenditures that are business related, reasonable and consistent with the letter and intent of the Company policies. Occasionally, a policy will not cover a specific expenditure. Similarly, the facts and circumstances relating to a particular item or expense may justify an exception to the letter of a policy. In this event, any exception to a policy must be approved by the Construction Manager for field personnel, and by the CFO for office or shop personnel.

COMPANY CREDIT CARD & USE

Company issued credit cards will be issued primarily to Company managers and others (on a limited basis) who are expected to incur business expenses. The card should only be used for approved business purposes, and NEVER for personal use. Each card holder will be responsible for all purchases made on their card. Please immediately report any lost or stolen card. For additional information refer to the GBI Corporate Card Policy.

SUBSISTENCE

GBI will provide a subsistence payment to cover lodging, food and other expenses for field employees who take a job assignment when it is located more than 60 miles from their primary residence (documentation with picture ID and secondary proof such as utility bill in name of employee). Subsistence is paid on an hourly basis with a weekly capped amount. The amount of subsistence will depend on the location of the jobsite and the position of the employee.

EMPLOYEE TRUCK ALLOWANCE

Authorized managers and superintendents who use their personal vehicle or truck on a regular basis for business purposes will receive a Truck Allowance. Truck Allowance is paid weekly for applicable employees based on hours worked, up to the full weekly amount with a cap at 40 hours per week. Any general maintenance, servicing or repairs related to employee's vehicle are the sole responsibility of the employee. In order to qualify for any Truck Allowance, the employee must maintain primary minimum insurance levels, including \$1 million umbrella coverage.

COMPANY VEHICLES

The only employees authorized to operate any vehicles on company business over the road or on a customer jobsite are those employees who meet and follow the GBI Driving Policy and Procedure (SAF-POL-019), Vehicle Safety Procedure (HR-POL-010), and Drug, Alcohol and Contraband Policy. If assigned use of a company vehicle (on either a temporary or permanent basis), the employee is responsible to inspect and maintain the vehicle in safe working condition every time it is driven. Company vehicles should only be used for business purposes. Always ensure that the first move out of a parked position is forward to minimize potential accidents. If a company vehicle is not to be returned each night to a Company location, arrangements must be approved in advance

by the Construction Manager. If that is the case, the company vehicle should not be used to make intermediate stops for personal business, and only employees on company authorized business should be in the vehicle.

Reasonable costs associated with ongoing operating expenses (fuel, oil changes, etc.) are expected. However, any maintenance or repair charges greater than \$200 must be approved in advance by your supervisor.

FUEL

Any fuel purchased should only be for business related use, and never for personal use. Nor should fuel be purchased on a Company credit card for business use by any other employee, unless specifically approved in advance by the Project Manager.

Whenever possible, obtain off-road diesel for any construction equipment needs. Dyed diesel fuel should never be used for over-the-road vehicle use under any circumstances.

Project codes and odometer readings (for both company vehicles and for employee vehicles with a Truck Allowance) should be entered into the credit card reader at the pump as prompted. If the fuel purchased is for construction equipment, instead of noting odometer reading at the prompt, code in the GBI off-road fuel code "100".

MOBILIZATION & DEMOBILIZATION PAY (FOR FIELD WELDER LABOR ONLY)

Initial Mobilization:

For any project requiring temporary relocation greater than 60 MILES from employee's primary residence to a jobsite, employee will be paid one time Travel Pay equal to the mileage from their primary residence times the rate established by the Company per mile.

Sequential Mobilization:

If the Company offers a subsequent work assignment for the employee:

- If employee accepts the assignment, travel pay will be calculated and paid to the employee from the current jobsite to the following jobsite.
- If employee declines the assignment, no travel pay home will be paid.

Layoff: If the Company does not offer a subsequent work assignment for employee and his/her employment is terminated, travel pay will be paid from the jobsite to his/her home residence.

Resignation or Termination:

- If employee resigns or is terminated for cause within 90 days of a jobsite mobilization, employee will forfeit any travel pay previously paid for mobilization to the site, which amounts will be deducted in full from the employee's final check.
- If employee resigns or is terminated for cause, no travel pay home will be paid.

In limited instances, GBI may elect to purchase a flight for key employees needed on a jobsite on short notice. In these cases, the flight is purchased in lieu of mobilization pay and in accordance with Air Travel policy.

Any deviations to this policy must be approved in writing by the Construction Manager and provided to the Payroll Department.

1099 PAYMENTS

Rig Welders: Money paid to third-party rig welders should cover the entire cost of that person's labor, truck, fuel, welder, tools, gas, consumables and PPE. In order to work on site and be paid for that work, the rig welder must provide proof of a valid contractor license (if applicable in the state) and proof of adequate insurance coverage (Auto \$250,000 per person/\$500,000 per occurrence plus \$1 million umbrella coverage). In addition, the use of any third-party rig welder on a GBI project must be vetted and approved in advance by the Project Manager and the Construction Manager. The duration and terms of any such arrangements should be documented and conveyed to the Payroll department.

Employee Equipment: In limited cases for convenience, the Company may pay employees for use of their personal equipment, such as welders, on a particular project. Such payments should be fair and reasonable considering local rental options, costs and convenience. Any rates must be agreed to in advance by the employee the Project Manager and the Construction Manager. The duration and terms of any such arrangements should be documented and conveyed to both the HR and Payroll departments. Employee is expected to maintain all equipment in safe working condition, and is responsible for his/her own insurance coverage on the equipment.

GROUND TRAVEL

The only employees authorized to operate any vehicles on company business over the road or on a customer jobsite are those employees who meet and follow the GBI Driving Policy and Procedure (SAF-POL-019), Vehicle Safety Procedure (HR-POL-010), and Drug, Alcohol and Contraband Policy.

Company Vehicles: Wherever possible, Company vehicles should be used for business ground travel. Company vehicles should not be used or authorized for anything other than business use.

Rented Vehicles: If a rental car is used, Liability and Loss Damage Waiver (LDW) coverage should not be purchased as it is provided for by the Company's existing insurance policy. Personal Accident Insurance (PAI) and Personal Effects Insurance (PEI) are not reimbursable expenses. Every reasonable effort should be made to return the rental car with a full tank of gas. The Company has national accounts with car rental agencies, and every attempt should be made to rent vehicles that are reasonable in cost and type for the business purpose.

Personal Vehicles: Any use of a personal vehicle for company business must be approved in advance by the employee's manager. Employees should submit a GBI mileage reimbursement form signed by their manager to Accounts Payable. If a personal vehicle is used, a company credit card should not be used to purchase fuel, since that fuel cost is incorporated into the reimbursement rate already. Driver must have a valid driver's license and the vehicle operated must be licensed and compliant with all state and local safety and insurance provisions. As for any vehicle used for Company business, prior to use please inspect to ensure your vehicle is in safe, working condition.

Parking, Tolls, Taxis: All reasonable parking, tolls and taxi costs related to business travel to and from a destination are acceptable travel expenses.

Violations of Law: Parking tickets, fines, or other penalties imposed for improper operation of a vehicle or violations of law are NOT reimbursable.

AIR TRAVEL

If an employee is required to fly to a job site or on any other Company business, the Corporate Office usually purchases tickets directly. Purchase of airline tickets in any other manner requires prior approval by the Corporate Office. All travel should be coach class and planned as far in advance as possible to obtain airfares at the lowest cost to the Company and the most direct route that is consistent with travel and schedule requirements. Employees may upgrade at their own expense or by using frequent flyer miles, so long as there is not incremental cost to the Company. Unused airline tickets should be reported immediately to the airline. This includes non-refundable tickets, which can be applied toward a credit on future travel with an exchange fee. Employees should only use any such credits for business related travel. Travel dates and destinations should be specifically noted in the expense reporting notes and copies of actual boarding passes should also be submitted.

LODGING

Moderately priced lodging convenient to the destination should be selected to be efficient with time and travel needs while also minimizing expense. Travelers staying a week or longer should inquire about weekly/long-term discounts. Any hotel award and loyalty program benefits may be retained by employees for personal use. However, participation in these programs must not influence hotel selection, which would result in incremental cost.

Cancellations: Travelers should note the hotel's cancellation policy at the time of booking. It is the responsibility of the traveler to initiate hotel room cancellations. Travelers are advised to always obtain and note a cancellation confirmation number. "No Show" charges incurred due to a failure to cancel a lodging reservation in a timely manner will not be reimbursed unless the failure to cancel was beyond the employee's control.

MEALS & ENTERTAINMENT

Business Travel Meal Guidelines. Situations will vary dependent on location, but the all-in costs of food or meals associated solely with employee travel are generally expected to be below \$40 for a 24 hour period (Breakfast \$10; Lunch \$10; Dinner \$20). Tips are included in the expected cost of a meal.

Business Meals/Entertaining Clients are defined as meals and entertainment activities with Company customers and prospects in which substantial business discussions take place. The cost of such meals or entertainment should be reasonable based on the business occasion. All extraordinary (well beyond casual) business meals or entertainment expenses must be approved in advance by the President or CFO. The highest ranking employee at the event must pay all business meals or entertainment expenses.

Business Meals Taken with Other Employees: Business meals with other employees are discouraged, unless clearly demonstrating sound business judgement. The highest ranking employee present at the business meal must pay all business meals with employees.

Documentation and IRS Requirements: For business meal and entertainment expenses, the following documentation is required and must be recorded on expense reports and notes submitted through the corporate card approval system.

- Name, title and company name (note info on the front of the receipt)
- Name and location where meal took place (usually already on the receipt)
- Specific business topic discussed (note info on the front of the receipt)
- In case of entertainment events, the specific time the business discussion took place (i.e. before, during or after the event)

Alcoholic Beverages: The use of alcohol for business entertainment purposes should be kept to a minimum. Employees should be aware that the purchase and use of alcohol places significant legal exposure on the Company and act prudently to avoid excessive consumption by guests or Company employees.

Gratuities: Reasonable tips incurred on business meal receipts will be reimbursed. Any tips considered excessive (greater than 20%) will not be reimbursed. As a general rule employees should tip no more than they would on a personal trip.

GIFTS

Gifts to customers or suppliers must be limited, small in nature and approved in advance by the manager based on revenue potential, propriety, and potential conflicts of interest. In addition all such gift giving is subject to applicable local, state, and federal laws and regulations and the Company's employment policies.

CELL PHONE

Employees may be issued a Company cell phone to facilitate their job responsibilities. Employees may use the phone for reasonable personal use, but should be aware of data limits and avoid additional costs or app purchases. Employees are responsible for the safe care and maintenance of their phone. GBI will contribute up to \$100 every two years for phone hardware; however, the employee is responsible to pay for all hardware costs above that amount AND the costs of any desired insurance, replacement, care or maintenance. In some instances, an employee may be eligible for a partial reimbursement for use of their personal cell phone for Company business, which amounts may vary depending on the particular use and situation.

GBI CORPORATE CARD POLICY

GBI's corporate card should only be used for business related expenses and **NEVER** for personal purchases or on behalf of any other employee. Employees should take the same care in protecting their corporate card as they would with other credit cards they hold in their name. Employees who receive subsistence payments are expected to pay for all of their personal living expenses using their own personal resources. All supporting documentation of expenses charged on the card (detail level invoices, project and billing codes indicated) should be submitted electronically on at least a weekly basis.

Expenses will be reviewed for policy compliance and approved for payment by the Project Manager or supervisor, as the case may be. Where the Company determines that non-business expenses

have been charged on the GBI corporate card, the Company will withhold those amounts from the employee’s payroll check.

Failure of any employee to consistently follow the spirit and letter of this policy will result in withdrawal of the corporate card and possible disciplinary action, up to and including termination of employment.

The following chart highlights representative examples of expenses that would be “Allowed” and “NOT-Allowed” per the GBI corporate card policy or on account with any supplier. Employees are encouraged to discuss any questions they might have about the policy with their supervisor.

Category	ALLOWED	NOT ALLOWED
Fuel / Diesel	<ul style="list-style-type: none"> • Fuel used for equipment (generators, welders, etc.) • Ideally equipment fuel is purchased from fuel distributors on account (without road taxes included). • Fuel for business related travel. 	<ul style="list-style-type: none"> • Fuel for crew members. • Fuel for family members, suppliers or others. • Fuel for personal travel or trips.
Personal Vehicles – Maintenance & Repairs	<ul style="list-style-type: none"> • Not allowed, except in special circumstances, approved in advance by the Construction or Project Manager. 	<ul style="list-style-type: none"> • Supervisory employees are already paid a weekly vehicle allowance designed to cover such expenses (engine/body, oil, tires, etc.) for employee-owned vehicles used on GBI business.
Company Vehicles or Equipment – Maintenance & Repairs	<ul style="list-style-type: none"> • Regularly scheduled maintenance items such as oil changes. • Any required engine/body work or tires with advance approval from the Construction or Project Manager. 	<ul style="list-style-type: none"> • Purchases exceeding \$200 without approval from Construction or Project Manager.
Small Tools & Job Supplies	<ul style="list-style-type: none"> • As needed on site. 	<ul style="list-style-type: none"> • Any tool out of service should be returned to the shop for evaluation and possible repair.
Food, Drink & Entertainment	<ul style="list-style-type: none"> • Water, and occasionally Gatorade-like drinks, to ensure adequate hydration of GBI field crews. • Safety lunches held for employees. 	<ul style="list-style-type: none"> • Breakfast, lunch, dinner or snacks for the cardholder or other employees. • However, for field personnel,

	<ul style="list-style-type: none"> Corporate and Sales activities by authorized managers (Trade shows, conventions, customer sales calls and visits, etc.) 	customer meals may occasionally be appropriate with approval received in advance from the Construction or Project Manager.
Hotel / Lodging	<ul style="list-style-type: none"> For Corporate and Sales personnel business travel (trade shows, conventions, customer sales calls and visits, etc.) 	<ul style="list-style-type: none"> For field personnel, only with specific approval received in advance from the Construction or Project Manager.

Internet and Information Technology Use

Overview

The Company is committed to protecting employees, partners and the company from illegal or damaging actions by individuals, either knowingly or unknowingly.

Internet/Intranet/Extranet-related systems, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, WWW browsing, and FTP, are the property of Great Basin Industrial. These systems are to be used for business purposes in serving the interests of the Company in the course of normal operations. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

Purpose

The purpose of this policy is to outline the acceptable use of computer equipment at the Company. These rules are in place to protect the employee and GBI. Inappropriate use exposes GBI to risks including virus attacks, compromise of network systems and services, and legal issues.

Scope

This policy applies to employees, contractors, consultants, temporaries, and other workers at GBI, including all personnel affiliated with third parties. This policy applies to all equipment that is owned or leased by the Company.

Policy

General Use and Ownership

1. While GBI network administration desires to provide a reasonable level of privacy, users should be aware that the data they create on the corporate systems remains the property of the Company. Because of the need to protect the Company network, management cannot guarantee the confidentiality of information stored on any network device belonging to GBI.
2. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

3. For security and network maintenance purposes, authorized individuals within GBI may monitor equipment, systems and network traffic at any time.
4. The Company reserves the right to audit networks and systems on a periodic basis to ensure compliance with this policy.

Security and Proprietary Information

1. The user interface for information contained on Internet/Intranet/Extranet-related systems should be classified as either confidential or not confidential, as defined by corporate confidentiality guidelines. Examples of confidential information include but are not limited to: company private, corporate strategies, competitor sensitive, trade secrets, specifications, customer lists, and research data. Employees should take all necessary steps to prevent unauthorized access to this information.
2. Keep passwords secure and do not share accounts. Authorized users are responsible for the security of their passwords and accounts.
3. Because information contained on portable computers is especially vulnerable, special care should be exercised.
4. Postings by employees from a GBI email address to newsgroups should contain a disclaimer stating that the opinions expressed are strictly their own and not necessarily those of GBI, unless posting is in the course of business duties.
5. All hosts used by the employee that are connected to the GBI Internet/Intranet/Extranet, whether owned by the employee or GBI, shall be continually executing approved virus-scanning software with a current virus database unless overridden by departmental or group policy.
6. Employees must use extreme caution when opening e-mail attachments received from unknown senders, which may contain viruses, e-mail bombs, or Trojan horse code.

Inappropriate Internet Usage

GBI employees may not view or solicit any website that is questionable in nature. The list below is by no means exhaustive, but attempts to provide a framework for sites which fall into the category of unacceptable use.

- Pornographic Websites
- Adult/Mature Content
- Nudism
- Intimate Apparel/Swimsuit
- Illegal Skills/Questionable Skills
- Violence/Hate/Racism
- Weapons
- Cult/Occult
- Sex Education
- Drugs/Illegal Drugs
- Alcohol/Tobacco
- Gambling/Related Sites

Unacceptable Use

The following activities are, in general, prohibited. Employees may be exempted from these restrictions during the course of their legitimate job responsibilities (e.g., systems administration staff may have a need to disable the network access of a host if that host is disrupting production services).

Under no circumstances is an employee of GBI authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing GBI-owned resources.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

The following activities are strictly prohibited, with no exceptions:

System and Network Activities

1. Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by GBI.
2. Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which GBI or the end user does not have an active license is strictly prohibited.
3. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal. The appropriate management should be consulted prior to export of any material that is in question.
4. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
5. Revealing your account password to others or allowing use of your account by others. This includes family and other household members when work is being done at home.
6. Using a GBI computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the user's local jurisdiction.
7. Making fraudulent offers of products, items, or services originating from any GBI account.
8. Making statements about warranty, expressly or implied, unless it is a part of normal job duties.
9. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a server or account that the employee is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.

10. Port scanning or security scanning is expressly prohibited unless prior notification to the Company is made.
11. Executing any form of network monitoring which will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
12. Circumventing user authentication or security of any host, network or account.
13. Interfering with or denying service to any user other than the employee's host (for example, denial of service attack).
14. Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet.

Providing information about, or lists of, GBI employees to parties outside GBI. Email and Communications Activities

1. Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam).
2. Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages.
3. Unauthorized use, or forging, of email header information.
4. Solicitation of email for any other email address, other than that of the poster's account, with the intent to harass or to collect replies.
5. Creating or forwarding "chain letters", "Ponzi" or other "pyramid" schemes of any type.
6. Use of unsolicited email originating from within GBI networks of other Internet/Intranet/Extranet service providers on behalf of, or to advertise, any service hosted by GBI or connected via GBI network.
7. Posting the same or similar non-business-related messages to large numbers of Usenet newsgroups (newsgroup spam).

Blogging

1. Blogging (writing a blog is a personal online journal that is frequently updated and intended for general public consumption by employees, whether using GBI property and systems or personal computer systems), is also subject to the terms and restrictions set forth in this Policy. Limited and occasional use of GBI computer systems to engage in blogging is acceptable, provided that it is done in a professional and responsible manner, does not otherwise violate GBI policy, is not detrimental to GBI's best interests, and does not interfere with an employee's regular work duties. Blogging from GBI's computer systems is also subject to monitoring.
2. Employees shall not engage in any blogging that may harm or tarnish the image, reputation and/or goodwill of GBI and/or any of its employees. Employees are also prohibited from making any discriminatory, disparaging, defamatory or harassing comments when blogging or otherwise engaging in any conduct prohibited by GBI.
3. Employees may also not attribute personal statements, opinions or beliefs to GBI when engaged in blogging. If an employee is expressing his or her beliefs and/or opinions in

blogs, the employee may not, expressly or implicitly, represent themselves as an employee or representative of GBI. Employees assume any and all risk associated with blogging.

4. Apart from following all laws pertaining to the handling and disclosure of copyrighted or export controlled materials, GBI trademarks, logos and any other GBI intellectual property may also not be used in connection with any blogging activity

Enforcement

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Family Leave / Medical Leave

The Family and Medical Leave Act of 1993 (FMLA) entitles eligible employees up to 12 work-weeks of unpaid leave during any rolling 12-month period for certain covered situations. To be eligible for FMLA coverage, you must be employed by GBI for at least one (1) year and have worked for GBI for at least 1,250 hours during the 12-month period immediately preceding the beginning of the leave. Also, the final criteria to be eligible will be determined by work location. Only work locations that have at least 50 employees within 75 miles of where you work. FMLA will run concurrently with other paid leave.

Eligible employees entitles up to 26 work-weeks of military family leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Under the provisions of FMLA, GBI provides medical leaves of absence without pay to eligible employees who are temporarily unable to work due to a serious health condition or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; continuing treatment by a health care provider; and temporary disabilities associated with pregnancy, childbirth, and related medical conditions.

Further, GBI provides family leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Employees in the following employment classifications are eligible to request family leave or medical leave as described in this policy:

*** All employees**

Eligible employees should make requests for family leave or medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to GBI. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family

leave to provide care, its beginning and expected ending dates, and the estimated time required.

Eligible employees are normally granted medical leave for the period of the disability, up to a maximum of 12 weeks within any 12 month period. Family leave may be requested for up to 12 weeks within any 12 month period. Any combination of family leave and medical leave may not exceed this maximum limit. Employees will be required to first use any accrued paid leave time before taking unpaid family leave. Married employee couples may be restricted to a combined total of 12 weeks leave within any 12 month period for childbirth, adoption, or placement of a foster child; or to care for a parent with a serious health condition. Subject to the terms, conditions, and limitations of the applicable plans, GBI will continue to provide health insurance benefits for the full period of the approved family leave or medical leave. Employee will remain responsible for their portion of the coverage premiums, and should make payment arrangements with the GBI corporate office at the time leave begins. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

Eligible employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. Subject to the terms, conditions, and limitations of the applicable plans, GBI will continue to provide health insurance benefits for the full period of the approved medical leave. Employee will remain responsible for their portion of the coverage premiums, and should make payment arrangements with the GBI corporate office at the time leave begins. Benefit accruals, if any, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

Proper completion of forms requested by management must be completed and returned in a timely manner for HR records.

So that an employee's return to work can be properly scheduled, an employee on approved family leave or medical leave is requested to provide GBI with at least two weeks advance notice of the date the employee intends to return to work. When the approved family or medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified. If an employee fails to return to work on the agreed upon return date, GBI will assume that the employee has resigned.

Environmental & Social Responsibility

Your observance of environmental and social responsibility policies and practices at client / job locations and in client / job communities is a condition of continued employment. You must comply with all applicable environmental protection laws, regulations, permit conditions, and work requirements. Each employee is responsible for compliance with environmental regulations within the bounds of his/her control.

All spills, releases of material (included but not limited to fuels, lubricants, fluids, chemicals, and other reagents) outside of containment are to be reported to your immediate supervisor.

When working within client / job locations and within host communities, it is the employee's responsibility and condition of employment to conduct themselves within the bounds of the law and to avoid behavior that has the potential to negatively impact the community and/or the reputation of GBI.

90-Day Probation Period

Every employee goes through an initial period of adjustment in order to become familiar with the company and job or, in the case of an internal promotion, familiar with his/her new job. To that end, GBI sets forth a 90-day probation period wherein the employee can determine his/her satisfaction with the job. Moreover, it provides GBI a reasonable period of time to evaluate performance within the assigned role.

During this period, the employee will be provided with orientation and training from his/her supervisor. He/she may be discharged at any time during this period if it is concluded that he/she is not progressing or performing satisfactorily. Under certain circumstances, this 90-day probation period may be extended at the discretion of GBI.

At the end of this 90-day period, the employee and his/her supervisor may discuss his/her performance. Provided his/her job performance is satisfactory at the end of this period, he/she will continue in our employment as an at-will employee.

GBI EmployeeNet

Information on Safety, Payroll, Insurance, Health & Wellness, 401K, and more is available to employees and their families 24/7 on the GBI EmployeeNet. To access EmployeeNet, visit www.MyGBI.com and click on GBNation menu tab. Login information will be emailed to you automatically when you receive your first paystub.

Great Basin Industrial, LLC

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

Employee Copy

I have read and understand the employee handbook. The employee handbook describes important information about GBI, and I understand that I should consult the Executive Office regarding any questions not answered in the handbook.

I have entered into my employment relationship with GBI voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or GBI can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to GBI's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the chief executive officer of GBI has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee Signature

Date

Employee's Name (Printed)

Great Basin Industrial, LLC Representative

Date

EMPLOYEE'S CERTIFIED RECEIPT OF DRUG AND ALCOHOL POLICY (Form 38-01)

Employee Copy

This is to certify that I have been provided educational materials that explain Great Basin Industrial, LLC requirements, policies, and procedures with respect to meeting the requirements. The materials include detailed discussion of the following checked (X) items:

- 1. The designated person to answer questions about the materials.
- 2. The categories of employees subject to Great Basin Industrial, LLC policies.
- 3. Sufficient information about the periods of the workday that compliance is required.
- 4. Specific information concerning prohibited employee conduct.
- 5. Circumstances under which an employee will be tested.
- 6. Test procedures, employee protection and integrity of the testing process, and safeguarding the validity of the test.
- 7. The requirement that tests are administered in accordance with Great Basin Industrial, LLC policies.
- 8. An explanation of what will be considered a refusal to submit to a test and the consequences.
- 9. The consequences of Great Basin Industrial, LLC policy violations, including removal from work functions, and Great Basin Industrial, LLC procedures.
- 10. The consequences for employees found to have an alcohol concentration of ≥ 0.02 $\mu\text{g}/\text{dL}$ to < 0.04 $\mu\text{g}/\text{dL}$.
- 11. Information on the affect of alcohol and controlled substances use on:
 - a. An individual's health
 - b. Signs and symptoms of a problem
 - c. Work
 - d. Personal life
 - e. Available methods of intervening when a problem is suspected

Employee Signature

Date

Employee's Name (Printed)

Great Basin Industrial, LLC
EMPLOYEE CONSENT TO TEST FOR DRUGS
AND/OR ALCOHOL (Form 38-02)

Employee Copy

I hereby agree, upon a request made under the drug/alcohol testing policy of Great Basin Industrial, LLC (“GBI” or the “Company”) to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under Company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have GBI and/or its Company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to GBI and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize GBI to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless GBI, its Company physician, and any testing laboratory GBI might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a GBI or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless GBI, its company physician, and any testing laboratory GBI might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT GBI WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT.

Employee Signature

Date

Employee’s Name (Printed)

Great Basin Industrial, LLC Representative

Date

Great Basin Industrial, LLC
EMPLOYEE CONSENT TO CONDUCT BACKGROUND
INVESTIGATION (Form 38-03)

Employee Copy

I hereby authorize Great Basin Industrial, LLC (GBI) and/or its agents to conduct an independent investigation of my background, references, driving history, character, past employment, education, credit history (for relevant positions), criminal records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application of Employment and / or obtaining other information which may be material to my qualifications for credentials now and, if applicable, during my tenure with GBI.

I release GBI and/or its agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims, or lawsuits in regards to the information obtained from any and all of the above-referenced sources used.

The following is my true and complete legal name and all information contained herein is true and correct to the best of my knowledge.

Applicant/Employee Signature

Date

Employee's Name (Printed)

Social Security Number*

Date of Birth*
(MM/DD/YY)

Great Basin Industrial, LLC Representative

Date

(*information is required ONLY for identification purposes)

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

Copy for GBI Personnel File

I have read and understand the employee handbook. The employee handbook describes important information about GBI, and I understand that I should consult the Executive Office regarding any questions not answered in the handbook.

I have entered into my employment relationship with GBI voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or GBI can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to GBI's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the chief executive officer of GBI has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee Signature

Date

Employee's Name (Printed)

Great Basin Industrial, LLC Representative

Date

EMPLOYEE'S CERTIFIED RECEIPT OF DRUG AND ALCOHOL POLICY (Form 38-01)

Copy for GBI Personnel File

This is to certify that I have been provided educational materials that explain Great Basin Industrial, LLC requirements, policies, and procedures with respect to meeting the requirements. The materials include detailed discussion of the following checked (X) items:

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- 2. The categories of employees subject to Great Basin Industrial, LLC policies.
- 3. Sufficient information about the periods of the workday that compliance is required.
- 4. Specific information concerning prohibited employee conduct.
- 5. Circumstances under which an employee will be tested.
- 6. Test procedures, employee protection and integrity of the testing process, and safeguarding the validity of the test.
- 7. The requirement that tests are administered in accordance with Great Basin Industrial, LLC policies.
- 8. An explanation of what will be considered a refusal to submit to a test and the consequences.
- 9. The consequences of Great Basin Industrial, LLC policy violations, including removal from work functions, and Great Basin Industrial, LLC procedures.
- 10. The consequences for employees found to have an alcohol concentration of ≥ 0.02 $\mu\text{g/dL}$ to < 0.04 $\mu\text{g/dL}$.
- 11. Information on the affect of alcohol and controlled substances use on:
 - a. An individual's health
 - b. Signs and symptoms of a problem
 - c. Work
 - d. Personal life
 - e. Available methods of intervening when a problem is suspected

Employee Signature

Date

Employee's Name (Printed)

Great Basin Industrial, LLC Representative

Date

Great Basin Industrial, LLC
EMPLOYEE CONSENT TO TEST FOR DRUGS
AND/OR ALCOHOL (Form 38-02)

Copy for GBI Personnel File

I hereby agree, upon a request made under the drug/alcohol testing policy of Great Basin Industrial, LLC (“GBI” or the “Company”) to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under Company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have GBI and/or its Company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to GBI and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize GBI to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless GBI, its Company physician, and any testing laboratory GBI might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a GBI or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless GBI, its company physician, and any testing laboratory GBI might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT GBI WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT.

Employee Signature

Date

Employee’s Name (Printed)

Great Basin Industrial, LLC Representative

Date

Great Basin Industrial, LLC
EMPLOYEE CONSENT TO CONDUCT BACKGROUND
INVESTIGATION (Form 38-03)

Copy for GBI Personnel File (to be used only AFTER acceptance of offer of employment)

I hereby authorize Great Basin Industrial, LLC (GBI) and/or its agents to conduct an independent investigation of my background, references, driving history, character, past employment, education, credit history (for relevant positions), criminal records, including those maintained by both public and private organizations and all public records for the purpose of confirming the information contained on my Application of Employment and / or obtaining other information which may be material to my qualifications for credentials now and, if applicable, during my tenure with GBI.

I release GBI and/or its agents and any person or entity which provides information pursuant to this authorization, from any and all liabilities, claims, or lawsuits in regards to the information obtained from any and all of the above-referenced sources used.

The following is my true and complete legal name and all information contained herein is true and correct to the best of my knowledge.

Applicant/Employee Signature

Date

Employee's Name (Printed)

Social Security Number*

Date of Birth*
(MM/DD/YY)

Great Basin Industrial, LLC Representative

Date

(*information is required ONLY for identification purposes)