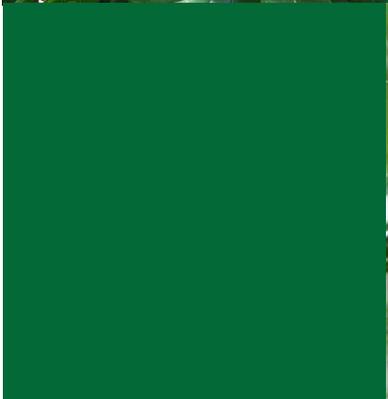




ASSOCIATE

H A N D B O O K





Welcome to English Gardens!

Associate Handbook

Updated March 2019

Our Mission Statement:

English Gardens is built around
PEOPLE WHO LOVE PEOPLE AND PLANTS.

We provide only the BEST VALUE and
FINEST QUALITY products and services to
beautify your garden, home and holidays.

We are committed to creating a FAMILY ATMOSPHERE
that's a FUN and REWARDING place to shop,
work and do business.

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INTRODUCTION

ABOUT YOUR HANDBOOK

To you who are joining English Gardens, a sincere welcome. And to you who have been with us through the years, our thanks for your loyal cooperation which has contributed to our past growth.

This is your Associate Handbook. Each of you, newcomer or veteran, will find this Associate Handbook helpful. It describes the various benefits for which you, as an associate, are eligible and discusses those programs and policies that affect your job. This Handbook supersedes any previous oral or written policies, statements, understandings or agreements concerning the terms and conditions of your employment at English Gardens. Decisions on the interpretation and administration of all Company policies, including those in this Handbook, are the sole responsibility of the Company.

At English Gardens, your employment is at will. This means you are free to terminate your employment, at any time, for any reason, with or without cause, and English Gardens retains the same rights.

English Gardens reserves the right at its sole discretion to amend the contents of this Handbook at any time. No amendment or exception to our at-will employment policy set forth above can be made at any time, for any reason, except by the President of the Company and it must be in writing, directed to you personally, and signed by him. Amendments to any other part of this Handbook obligating English Gardens or imposing changes on the Company must be in writing and issued by the Human Resources Department or the President of the Company. No other associate, representative or agent of the Company had in the past or now has the authority to amend, alter or change the policies set forth in this Handbook or to enter into any agreement concerning the terms and conditions of your employment at English Gardens. Written amendments will be issued directly to associates or posted on the bulletin board. The provisions of this Handbook do not establish contractual rights between English Gardens and its associates.

Some of the associate benefit plans described in this Handbook may be subject to legal requirements concerning reporting and disclosure. This Handbook contains highlights of these plans; for complete details, you should consult the Summary Plan Description and

official plan documents for the respective plans. In case of any discrepancy, the official plan documents govern. Of course, changes in the law may affect the benefits programs described in this Handbook.

All associates are part of a team, working ultimately for the same individual—the CUSTOMER. Our customers do business with us because we have the BEST PRODUCTS at a COMPETITIVE PRICE and DELIVER ON TIME. Let's all pull together—teamwork will result in the continued progress of our Company.

COMPANY HISTORY:

English Gardens is a family-owned business with six retail garden centers and a Landscape Company in Metro Detroit. English Gardens ranks ninth largest in the nation among nursery and garden centers. The company offers top quality garden products, flowering and tropical plants, fresh-cut and silk flowers, patio furniture and garden accessories, landscape design and installation, as well as the area's largest selection of Christmas trees, lights and decorations.

In 1954, three brothers-in-law, John Darin, Henry Vespa and Andrew Donatiello, planted a seed that would bloom into a thriving family business. They purchased English Gardens, which had one store on Ford Road and Outer Drive in Dearborn heights and was open nine months of the year.

The English Gardens stores gave the brothers-in-law a way to provide for their families. The three worked side by side growing the business and creating a reputation for selling quality products at a great value.

In 1968, they purchased the flower shop next door, adding a full-service floral department to what had become a year-round store. In 1970 Andrew Donatiello retired.

In the 1970's, English Gardens began selling Christmas merchandise, including life-like and fresh-cut trees, lights and decorations. During this time, John and Henry's children began joining the company.

Growth over the years has been steady. The founders continue a conservative approach to expansion, listening to customers and the marketplace.

In 1980, the company opened its second store in West Bloomfield, constructing a garden center with a greenhouse along with the building's front. Its location was

selected based on the number of floral orders and deliveries that were coming from the area.

In 1985, a separate corporate office building opened in Dearborn Heights, along with a state-of-the-art floral design center which allowed the company to centralize many of its operations.

Plans for the third store began the following year. The Clinton Twp. store opened in 1987 on a 5-acre site. The store was built before much of the surrounding retail was developed. Today, nearly every retailer in the Metro Detroit area has a store along the M-59 corridor, representing both high end and discount offerings. That store expanded in 2005, when a 20,000-square-foot enclosed greenhouse structure was added to the building.

In 1988, English Gardens opened a full-service landscape department to satisfy a customer need. Retail staff had been doing small landscaping projects at customers' homes during the Summer seasons for years.

Today, a team of nearly 60 people provide award-winning professional landscape design, installation and maintenance throughout Metro Detroit. During the fourth quarter, we provide interior and exterior holiday decorating services. Commercial holiday lighting clients include: The Mall at Partridge Creek, The Village of Rochester and the City of Royal Oak.

Landscaping operated in the West Bloomfield store for many years, then moved their offices, nursery yard and crews to an off-site location in Walled Lake.

After several years of steady growth, Landscaping moved to its current facility in Pontiac. Today, 8 crews operate from that 8-acre site. A second Landscaping office with a nearly 9-acre nursery yard and three crews opened in 2019 with the acquisition of Plymouth Nursery.

The focus on quality is a key factor to success and it results in annual recognition in the MGIA awards program. In 2018, designers and crews received seven awards. Nearly 100 awards have been received overall.

Additionally, English Gardens was named MGIA Member of the year in 2017. The award is given to an individual or company who has worked unselfishly for the benefit of the Association, its members and the Association's influence in the greater community.

The company's fourth store opened in 1994 in Eastpointe. English Gardens transformed a former Frank's Nursery & Crafts store into one of the area's premier garden centers.

This new store was designed to accommodate the company's seasonal product offerings. The front of the store features four glass greenhouses, which have 15 roll-up doors that can be opened during the Spring and Summer, providing customers with an outdoor shopping experience.

English Gardens built its fifth store on a five-acre site in Royal Oak. The store was fashioned after the garden centers in Europe and features a 40-foot clock tower at the store entrance. The all-glass structure is highlighted with soaring 25-foot tall greenhouse atrium in center of store.

In 2018, English Gardens acquired Plymouth Nursery. That store opened in March 2019 and is the company's sixth store in Metro Detroit. In addition to the Nursery and Garden Center, English Gardens operates a Landscape Department from that site.

As the one-stop place for gardening tools, fertilizers and supplies, indoor and outdoor plants, flowers and landscape design, patio furniture and accessories, English Gardens is the "category killer" of lawn and garden.

Special services include a Garden Pharmacy, where associates diagnose plant troubles and provide solutions; as well as a Patio Furniture Design Center for custom orders. The Outdoor Living Department includes patio furniture and accessories and garden decor, such as fountains, statues, accessories and garden art. All stores, except Eastpointe, operate full-service floral departments providing custom-designed arrangements, fresh-cut flowers, flowering and tropical plants.

English Gardens employs more than 200 full-time associates and 400 or more on a seasonal basis. Spring and Christmas are the busiest seasons. Mother's Day and Christmas are peak holidays.

English Gardens has received numerous industry recognitions throughout history. The company was named member of the year by the Michigan Green Industry Association in 2017. English Gardens was selected as the 2015 National IGC Retailer of the Year by IGC Magazine for notable leadership and innovation in the independent garden center industry. The award was established in memory of Dick Morey, founder of IGC Magazine and an advocate for the independent garden center sector. In 2003, English Gardens was named Retailer of the Year by the Michigan Floral Association.

The company is consistently voted THE BEST by readers of Hour magazine and The Detroit News.

Ten of the Company's 16 shareholders, who are the children and in-laws of Mr. Darin and Mr. Vespa, work in the company. They include:

John Darin, President (son of the late John Darin Sr. & Phyllis Darin)

Debbie Lowman, Chief Information Officer (daughter of the late John Darin Sr. & Phyllis Darin)

Lynette Walker, Purchasing Manager (daughter of late John Darin Sr. & Phyllis Darin)

Dean Darin, Vice President, Retail Operations and Merchandising Manager (son of the late John Darin Sr. & Phyllis Darin)

Judy Darin, Sales Associate in Dearborn Heights floral department (Dean's wife, daughter-in-law of the late John Darin Sr. & Phyllis Darin)

Bob Walker, Business to Business Development Manager (Lynette's husband, son-in-law of the late John Darin Sr. & Phyllis Darin)

Kevin Lowman, Special Projects Manager (Debbie's husband, son-in-law of the late John Darin Sr. & Phyllis Darin)

Frank Janosz, Vice President, Purchasing Live Goods (Son-in-law of the late Henry & late Marie Vespa)

Linda Vespa Yugovich, Vice President/Buyer (Daughter of the late Henry & the late Marie Vespa)

Rick Vespa, Vice President, Purchasing Hard Goods, and President, English Gardens Landscape Company (Son of the late Henry & the late Marie Vespa)

Co-founder Henry Vespa passed away in 1990. His contributions to the business are honored yearly in the Henry Vespa Associate of the Year Award. He will be remembered always for his role in building our business from a small corner market to the current six store chain.

Co-founder John P. Darin Sr. passed away in February 2018. Mr. Darin was affectionately known as John Sr. to hundreds of people employed at English Gardens, as his eldest son, John, also worked at the company. His memory will continue to live on through English Gardens legacy.

COMPANY GOALS:

As a retail service organization, this Company's primary aim is to satisfy its customers by providing a wide variety of products and excellent service at reasonable prices. Just as each associate is expected to respect the needs and desires of each customer, each associate can expect the respect of management and fellow associates. In order to provide customer satisfaction, it is important that each and every associate work together as a team. By maintaining open communication, making helpful suggestions to promote greater operating efficiency and productivity, and by treating each associate and customer with respect, we can provide the service and satisfaction we guarantee.

EMPLOYMENT

NEW HIRE ORIENTATION/NHO:

We will spend time with new associates reviewing our Company policies and procedures. Our purpose is to orient you to our way of doing business. You will become more familiar with us and learn more about the Company, as well as the opportunities and responsibilities of being an associate at English Gardens. As an English Gardens new associate, you will be required to attend an (NHO) New Hire Orientation meeting with the HR Manager at our training facility in Dearborn Heights or at a pre-determined designated location.

AT-WILL EMPLOYMENT RELATIONSHIP:

All associates of English Gardens are "at-will" associates. This means that associates have the right to terminate their employment with the Company at any time, with or without just cause, and the Company retains this same right.

This "at-will" policy supersedes any provision of this Handbook and any other document or statement that could be interpreted to alter, modify or conflict with it. This employment relationship cannot be altered or modified as to any associate, other than through a written agreement specifically directed to the associate, and signed by both the Company's President and the associate, which states that it alters, modifies or supersedes this at-will employment policy.

NEW HIRE EMPLOYMENT:

During the first 90 calendar days (orientation period) of your employment, we will have the opportunity to get acquainted with each other. Answers to any questions you may have about company policies and practices will most likely be contained in your Associate Handbook. If you need further clarification, you can ask your supervisor or your Human Resource Manager.

Your performance will be monitored by your supervisor and Human Resources during this initial 90- day period. Your supervisor and or Human Resources will meet with you to discuss any adjustments necessary to be successful in your employment with the company. Associate may be terminated as the result of any infraction during this 90-day period.

EMPLOYMENT CLASSIFICATIONS

All associates are designated as either nonexempt or exempt under state and federal wage and hour laws. The following is intended to help associates understand employment classifications, status and benefit eligibility.

Non-exempt associates-(Hourly) are entitled by law to overtime at 1-1/2 time their regular rate of pay, for all hours worked in excess of 40 in a workweek. Most often, these are hourly associates.

Exempt associates- (Salary) are not entitled by law to overtime. They are generally managers or professional, administrative or technical staff.

An associate's exempt or non-exempt status is a legal determination and so can only be changed by the Company in writing when deemed legally appropriate.

English Gardens has established the following categories for both nonexempt and exempt associates:

- **Regular, full time:** Associates who are not in a temporary status and who are regularly scheduled to work the Company's full-time schedule of 30 hours per week. Generally, these associates are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.
- **Regular, part time:** Associates who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule, and a minimum of 20 hours each week, but no more than 30 hours per week. Regular, part-time associates are eligible for some of the benefits offered by the Company subject to the terms, conditions and limitations of each benefits program.
- **Seasonal, full time:** Associates who are hired as seasonal are meant to temporarily supplement the Company's workforce during its peak business seasons and are scheduled to work the Company's full-time schedule for a limited duration for up to 120 days per calendar year. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal associates are not eligible for Company benefits unless specifically stated otherwise in a Company policy or are deemed eligible according to plan documents.
- **Seasonal, part time:** Associates who are hired as seasonal are meant to

temporarily supplement the Company's workforce during its peak business seasons and are scheduled to work the Company's part-time schedule for a limited duration for up to 120 days per calendar year. Employment beyond any initially stated period does not in any way imply a change in employment status. Seasonal associates are not eligible for Company benefits unless specifically stated otherwise in a Company policy or are deemed eligible according to plan documents.

MINORS-WORK PERMITS

Associates under 18 years of age must obtain a work permit or have their school complete a training agreement before starting work. Work permits can be obtained from the school the minor attends or the school district in which the minor will be employed.

COMPENSATION

HOURS OF WORK (RETAIL LOCATION HOURS/LANDSCAPE LOCATION HOURS)

Our Retail location and Landscape location hours vary by season. Retail locations are always open seven days a week and generally open in the evenings. Associate work schedules will be posted each week at the location where they work.

PAY PERIODS, PAYCHECK AVAILABILITY

The Company reviews your compensation and benefits periodically because it wants to be certain that its total compensation package remains competitive in the market. Your pay rate is based on the type of work you do, how well you do it, and how long you've been with us. Payroll checks cover a two (2) week period from Saturday to Friday. Live checks normally arrive on Thursday by noon and will be delivered to you by the manager. Otherwise, you will not receive a paystub. This can be printed from ADP using Employee Self Service Portal. All legally required deductions will appear on your check stub.

Your pay is a confidential matter between you and the Company. Protect that confidence. **If you feel there is an error in your pay, or there is anything about your pay which you do not understand, please contact the Payroll Department.**

Holiday Periods: When a legal holiday falls on a payday and the Company is closed, payday will be the preceding Wednesday.

Paid time off (PTO) Pay: Qualifying paid time off pay will be available the Thursday preceding the first scheduled day of your vacation, provided you have followed the correct procedure in requesting paid time off.

PAYROLL DEDUCTIONS

Certain deductions are made from payroll checks as required by law, in accordance with associate benefit plans or as authorized by the associate. These deductions are itemized on the associate's pay statement which accompanies the payroll check. They are:

SOCIAL SECURITY

It is a requirement of Federal Law that employers withhold from associate's gross wages a certain percentage for pension, Medicare, and survivor's insurance. The Company matches the associate's Social Security contribution dollar for dollar. The total amount of the contribution is forwarded to the Federal Government and credited to each associate's Social Security account.

CITY, STATE, & FEDERAL INCOME TAX

The Government requires that income tax be withheld from each wage payment. The amount of tax withheld is determined from tables furnished to the Company by the various Treasury Departments, and varies according to amount of compensation and number of exemptions for dependents an associate chooses. Associates are required to complete a Withholding Tax Certificate upon hire and to inform the payroll administrator of any changes in dependent exemptions whenever such change occurs.

OTHER DEDUCTIONS

Written requests for other payroll deductions must be submitted to the Payroll Department for approval.

ADP CLOCKS & SWIPE READERS

All associates working in the retail, landscape and office locations must utilize the clock in and out feature of the ADP Employee Self-Service.

- No associate shall clock in early for work by more than five (5) minutes.
- If you are scheduled to work six (6) or more hours, then you are required to take a 30 minute meal break, and must clock out and in at the beginning and end of such break. All time worked beyond your normal schedule must be authorized and approved by management before it is worked.

OVERTIME – NON-EXEMPT HOURLY ASSOCIATES

Sometimes business operation demands require that you work in excess of 40 hours in a work week. You are expected to work overtime hours when the Company deems this necessary. For every hour over 40 hours worked, you will receive one and one-half times your regular hourly wage. Only those hours actually worked will be considered when computing overtime pay.

GROWTH REVIEWS

The Company attempts to formally review your performance at least once a year. The purpose of the growth review is to review the associate's value to the Company, to commend the associate for outstanding performance and, when necessary, suggest means of improvement. There may or may not be a change in compensation at the time of the review.

MEAL BREAKS

If you are scheduled a minimum of six (6) hours in a day, you are required to take a 30 minute meal break. If you do not clock out for lunch, ADP will automatically deduct 30 minutes for your meal break, if you are working a 6+ hour shift.

If you are assigned to a department, make sure there is someone to relieve you before you leave the department. If that person is late, notify the manager before you leave.

Under no circumstances will any associate be permitted to eat, smoke, chew tobacco, chew gum or drink any beverages, including alcohol, on the sales floor and/or in the presence of customers.

MILEAGE REIMBURSEMENT

If you are requested to use your personal vehicle on Company business, you may be reimbursed an amount up to the federal allowable rate. You should complete a mileage reimbursement form which shows: 1) date; 2) destination; 3) purpose of trip; and 4) number of miles driven. Requests must be approved by your manager prior to being paid. Associates who regularly receive mileage reimbursement must provide current proof of automobile insurance.

SEMINARS, MEETINGS AND CONVENTIONS

When the company requires you to attend a function such as a training, seminar or other event you will be paid per the below guidelines:

In Town: Full Day Event

If an associate is required to attend an in- town seminar/convention/training event within 90 miles, they will be paid 8 hours for attending that event, (lunch is included). NO mileage will be paid for this type of event. Some examples would be: Spring Training, Holiday Kick-Off and other Full day required events.

In Town: Partial Day Event

If an associate is required to attend an in-town seminar/Convention/training event that is a half day or partial day event you will be paid per the below:

If you are traveling from your home to a partial day event you will **not** be paid mileage. You will be paid mileage if you leave the event and go back to your location and finish out your scheduled work day. If you go to your location first for work then leave to attend a partial day event, you will be paid mileage to the event. If you leave the event and go back to your location to finish your scheduled work day you will be paid mileage back to your location, but if you go home after the event you will not be paid mileage. Some examples of partial day events would be: Nursery training, Furniture training, Annual Training at Four Star and any other "Partial day" events.

Out of Town:

Associates traveling out of town, more than 90 miles for seminars/conventions or training events will be paid 9 hours per day, which includes drive or travel time, (no lunch deductions). If driving, the driver will be paid mileage, no fuel reimbursement. Out of town events can be for more than 9 hours dependent on event and travel time. General managers will need approval from The Director of Operations to input these extra hours into ADP. If traveling with a Buyer, the Buyer will provide the actual hours of work including travel time to the GM. If a flight is included the time starts at the arrival to the airport.

For both In-Town and Out of -Town events, notice will be given to associates ahead of time on how event will be paid based on the Associate Handbook.

AUTHORIZATION OF EMPLOYMENT

All associates of English Gardens are required by federal law to verify their authorization to work in the United States. In compliance with the law, English Gardens prohibits discrimination in hiring, recruiting, referring for a fee and discharging based on citizenship and national origin. Proof of authorization must be submitted within 72 hours once your employment begins as part of your I-9 paperwork.

ASSOCIATE NEWSLETTER

An informative e-newsletter, "Fresh from the Garden," is published periodically by English Gardens. It is designed to keep every associate up to date on a variety of subjects of interest related to the Company's business. News items may include information on changes in working conditions and associate benefits; information on scheduled activities; identification of new hires and notes on changes in jobs of current personnel; and many more items of interest.

ATTENDANCE

If you have ever worked or played on a team, you know what it is like when a key player does not show up. It's much tougher on everybody else. We want you to get into the habit of being on time, all the time. It will help you get along with your fellow associates right from the start. We keep careful records of this, and it helps us evaluate you as a person who can accept responsibility. If you expect to be late or absent from work, you are required to arrange this in advance with your manager. If this is not possible, you must call in before the start of your working hours and speak to your manager or the manager in charge. Always report the reason for your late arrival or absence and when you think you can return to work. Excessive absenteeism and tardiness simply cannot be permitted and will be subject to discipline, up to and including termination from employment. After three (3) instances of tardiness in a one month period, you will be subject to corrective action.

ASSOCIATE BENEFITS

401(K)

English Gardens recognizes the value of the loyal, productive long-term associates who have helped to build this company and who will enable us to grow even stronger in the future. In order to help associates, provide for the future, we have established a company sponsored 401K plan. Outlined below are the highlights of the plan. A one-page document explaining our 401K program in detail will be in all associate new hire kits and posted on the ADP Portal.

ELIGIBILITY REQUIREMENTS:

- 21 years of age or older to participate
- 12 months of service
- 1,000 hours of service during the 12- month period beginning on your date of hire or any plan year beginning after your date of hire.

Entry Dates into the plan are: the first day of January and the first day of July

Eligible participants will be automatically enrolled in the plan with a contribution percentage of 3%. Contributions will be deducted from your salary on a bi-weekly basis. If you do not want to contribute or want to contribute a different amount, you can do so on the Personal Savings Center (www.standard.com/retirement) or contact Mike Grundman (CFO) in the Finance Department. The 401K plan serves as an excellent method of preparing for retirement. Statements are available to all plan participants on the Standard site. These statements, along with other valuable account information will allow you to view your investment.

ASSOCIATE PURCHASES AND DISCOUNTS

As an active associate of English Gardens, you and your immediate family that live with you, are eligible for a discount of 20% off merchandise. This discount applies to most merchandise, including items already on sale, unless the selling price is already at 50% off or more. If an item is selling at 50% off or more, no further discount is allowed. Associate purchases must have manager approval. English Gardens has certain days of the month designated to give a 30% discount as an associate appreciation. Look in your email as well as the English Gardens monthly newsletter for exact dates.

Items not eligible for a discount include gift cards and all services provided such as delivery, labor, wire outgoing orders, ticket sales, FOM program, Garden Club

memberships and rental fees. Products not eligible for discounts include special orders of patio furniture, fountains, Whitehall products, custom annual planters, bulk landscape supplies, memorial tags, 12 month and 6 month gift of flowers program. Products and services that are not eligible for the associate discount may be added to this list as our products and services change.

An associate must be present to make a discounted purchase and must use cash, check or credit card. Associates may not ring their own purchases. All merchandise must be purchased during non-working time, and associates will be required to exit after the purchase. At no time is an associate allowed to set aside merchandise in anticipation of a sale and merchandise may not be placed in lockers or other holding areas. Abuse of this policy will result in the loss of the discount, and discipline up to and including termination.

HEALTH INSURANCE

The Company provides a comprehensive health care program for all regular full-time associates (and their dependents) hired to work 30 or more hours per week (1560 hours per year), year- round, and who have completed the new hire requirements of our health insurance carrier, subject to the health care plan's enrollment requirements and procedures. This program is intended to provide associates with a broad range of protection for their health care needs. Some restrictions and benefit maximums may apply so be sure to carefully review the specific details of this program in the Benefit plan booklet which has been provided to you at eligibility. All regular, full-time associates must enroll within 30 days of eligibility or wait until the annual open enrollment period. Coverage begins following 91 days of employment for hourly associates and 30 days for management associates. Dependents can remain on their parents Insurance policy based on the below:

- Dependents who turn 26 and are on the Total Health Care Plan lose eligibility at the end of the month they turn 26. (medical, dental, vision & life)
- Dependents who turn 26 and are on the BCBSM Health Care Plan lose eligibility at the end of the calendar year they turn 26. (medical, dental, vision & life)

You may continue to receive health insurance benefits during an approved leave of absence in accordance with the Family and Medical Leave Act ("FMLA"). Please contact your HR Manager for details and FMLA paperwork.

For specific details, including associate cost sharing, contact the Human Resources Department.

PTO POLICY

Paid time off is a policy that provides a bank of hours in which the employer pools sick days, vacation days and personal days that allow associates to use as the need or desire arises.

English Gardens recognizes the need for associates to be away from work for vacation, personal business or illness. English Gardens provides paid time-off (PTO) days to be used in those instances. English Gardens management reserves the right to deny any time-off request that would cause scheduling conflicts or affect the ability of the company to provide good service to our customers.

Associates can submit their PTO request for the calendar year by the end of January. Time-off preferences are granted on a first come first serve basis, provided the staffing needs of the company can be met. After February 1st, PTO requests will be granted per Manager discretion.

PTO time may be used in increments of half days and full days only. PTO is an "earned" benefit. If you leave the company, you do not receive paid time off pay in lieu of unused time off. There is no carry over of PTO into the following year, PTO must be used in the year it is earned or it is forfeited. PTO allowance is based on years of service as shown on the chart in this policy.

All PTO requests must be made in writing to your Manager at least two weeks prior to planned time off. Due to the seasonal nature of our business, PTO is normally allowed to be taken during the months of January, February, March, July, August, September and October. PTO time may not be taken during the months of April, May, June, November and December. You may not take more than two weeks of PTO time unless you receive special written approval from your Director of Operations or the Company's President. Please limit your requests in July and August to a total of two weeks. **If you are entitled to two or three weeks of PTO each year you are required to take at least one of those weeks in January, February or March.** (Purchasing, Marketing, Accounting and Administrative positions are exempt from this requirement).

Full Time Associates (40 hours)- Will be awarded 5 days of PTO on date of hire. There will be a use-age waiting period of 90 calendar days. PTO days may be taken in increments of: **½ day= (4 hours) and full days (8 hours) only.**

Part Time Associates- Associates who work an average of 25 or more hours per week (1300) in the immediately preceding calendar year will be awarded 5 PTO days, January

1st of the following year. PTO days may be taken in increments of: **½ day= (2.5 hours) and full days= (5 hours) only**. Part Time associates will accrue PTO time per the schedule below. **NOTE:** This is a yearly calculation and not accrued time carried over from year to year.

Seasonal Associates- Associates employed by English Gardens for 25 weeks or fewer in a calendar year for a job scheduled for 25 weeks or fewer, are not eligible for PTO.

Continuous years of service PTO accrual schedule Full Time/Part Time: The year you are hired in is considered your first calendar year.

Hire Date Full Time Associates=5 PTO days/ PT Assoc.= 5 PTO days awarded Jan. 1st the next year, must meet above required hours yearly.

January 1st of your 3rd calendar year=10 PTO days

January 1st of your 5th calendar year=15 PTO days

NOTE: ENGLISH GARDENS PTO POLICY IS COMPLIANT WITH THE PAID MEDICAL LEAVE ACT (PMLA)

Unpaid Time Off (UTO):

Our business periodically changes over time and departmental needs often change with it. During slow times in our industry, Managers can approve unpaid time off. All requests for unpaid time off must be approved by the Manager and would be determined by daily workload and/or priorities.

Guidelines for unpaid time off:

- Cannot be used in conjunction with FMLA leave, tardiness or unplanned absences. A PTO day must be used if available.
- Any unpaid time off that exceeds five (5) consecutive days will be considered a "Personal Leave of Absence" and will result in a loss of health and dental coverage, being placed on in-active status and/or transferred to an alternate position.

HOLIDAYS:

English Gardens is closed on:

- Christmas
- Thanksgiving

EDUCATIONAL ASSISTANCE

The Company will review, on an individual basis, requests for reimbursement of tuition costs incurred by regular full-time associates. English Gardens will reimburse 50% of tuition up to \$500 per calendar year per associate with prior approval. To qualify for reimbursement, you must:

1. Be a regular, full-time associate actively employed on a continuous basis for at least one (1) year;
2. Complete a Tuition Reimbursement form prior to taking the course and submit it to the Human Resources Manager for approval of payment;
3. Receive written approval that courses are directly related to an associate's job as determined by the Company, or that the course will develop personal skills which, in the Company's opinion, will help an associate perform his/her duties;
4. Submit written documentation that the course was completed and the associate received a passing grade of C or better.

In addition, the Company further aids and promotes the skills of associates by providing opportunities for them to attend special seminars, expositions, and classes at various times throughout the year which may include Michigan Certified Nurseryman and Master Gardeners. Contact the Human Resources Department for further information.

LIFE INSURANCE

A group life policy is offered to each regular full-time associate after six (6) months of active continuous employment. Management associates are eligible after thirty (30) days of continuous employment. The Company pays all of the premiums for this coverage. Please see the Human Resources Department for a benefit booklet containing details.

DISABILITY INSURANCE

A company Voluntary Long -Term Disability Insurance is offered to each regular full-time associate during benefit open enrollment and during the new hire benefit eligibility period. This insurance is voluntary and covers up to 60% of your monthly earnings up to a maximum of \$1,000.00 benefit. Refer to your benefit booklet for more details on this program.

WORKERS COMPENSATION

Worker's Compensation provides coverage against work related accidents, injuries and illnesses pursuant to State law. English Gardens pays the full cost of this benefit. Workers' Compensation helps pay doctor bills and provides your family with a continuing income should you be temporarily or permanently disabled.

You are required to promptly report any work related accident, injury or illness to your manager no matter how trivial you think it may be. This is essential. If you do not report an accident, you may forfeit some or all of your worker's compensation benefits. English Gardens will coordinate all leave absences resulting from a work-related injury with FMLA leave. Associates will receive a letter from the Human Resources Department regarding the leave of absence along with FMLA guidelines and associate responsibilities.

SOCIAL SECURITY

English Gardens also contributes to your social security benefits. These benefits include retirement income, survivor benefits and Medicare. Questions about social security benefits should be directed to your local social security office.

UNEMPLOYMENT BENEFITS

Unemployment compensation contributions are paid by English Gardens according to state law. Further information may be obtained from your nearest office of the Michigan Unemployment Insurance Agency which can be located online or in the telephone directory.

JURY DUTY

Regular full-time associates who are called for jury duty will be paid their regular rate of pay up to eight (8) hours for the working day for days of actual jury service, not to exceed five (5) days of pay in a calendar year. In order to receive pay from the Company, you will be required to turn in to the Company a statement of the number of days which were served. Keep your manager advised, in advance, of any notice of jury duty. Only regular full-time associates are eligible for this benefit. You will be required to turn in a paid time off request form, listing Jury duty for payroll tracking purposes and payment.

If the duty occurs during one of the Company's busy seasons (April, May, June,

November, December) the Company may ask you to write a letter seeking postponement of jury duty until a later date.

FAMILY AND MEDICAL LEAVES OF ABSENCE

General Provisions

This policy is intended to provide associates with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, associates will be afforded all rights required by law.

Eligibility

Associates are eligible for an unpaid leave under this policy if they have completed at least 12 months of employment and have worked at least 1,250 hours in the 12 months preceding the effective date of the leave. The 12 months of employment does not have to be consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed 7 years. The only time service outside of this 7 year period will be considered, is if it was due to National Guard or Reserve Military service or when there is a written agreement stating the Company's intention to rehire the associate after the service break.

Qualifying Reasons for FMLA Leave

Leaves will be granted to eligible associates for the following reasons:

1. Birth of a child and to care for such child.
2. Placement of a child with the associate for adoption or foster care.
3. Serious health condition of a child, spouse or parent.
4. Serious health condition of the associate.
5. A qualifying exigency arising out of an associate's spouse, son, daughter or parent being a covered military member on active duty, or being notified of an impending call or order to active duty in support of a contingency operation.
6. To care for a covered service member with a serious illness or injury incurred in the line of duty while on active duty.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a serious health condition requires inpatient care, including any period of incapacity or subsequent treatment in connection with such inpatient care, or a condition that requires continuing care by a licensed health care

provider.

A qualifying exigency under this policy means one of the following:

a) short-notice deployment, b) military events and activities; c) child care and school activities; d) financial and legal arrangements; d) counseling; e) rest and recuperation; f) post-deployment activities; and g) additional activities that arise out of active duty, provided that the Company and associate agree on the activity and timing.

Maximum Leave Period

The maximum FMLA leave available under this policy is 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness). Leaves will be measured on a rolling 12 month basis from the first date such leave is taken.

Use of Paid Time Off and Other Concurrent Time

An associate will be required to use their accrued PTO balance concurrently with the otherwise unpaid period of FMLA leave. Worker's compensation leave, disability leave and any other leaves will run concurrently with an associate's FMLA leave.

Application for Leave and Requirement of Advance Notice

When the need for leave is foreseeable, an associate must provide at least 30 days advance notice of intent to take a leave under this policy. When an associate becomes aware of the need for leave less than 30 days in advance, the associate must provide notice either the same day the need is known or the next business day. When the need for leave is not foreseeable, an associate must provide such notice to the Company as soon as practicable. In providing notice of leave, an associate is obligated to comply with the Company's usual and customary notice and procedural requirements for requesting other time off, absent unusual circumstances. FMLA leave paperwork is posted on the ADP Portal and must be completed and submitted to the HR department for approval prior to an associate going on leave.

Designation of FMLA Leave and Notice to Associate

Within 5 business days after an associate has provided notice requesting an FMLA leave, the HR Department will provide the associate with a Notice of Eligibility and Rights form advising the associate of things related to the leave and asking the associate for certain information. Once HR receives the information from the associate, it will, within 5 days

thereafter, advise the associate through a Designation Notice, whether the leave has been approved and if applicable how much their benefit deductions will be should the leave last longer than their PTO balance accrual. In the absence of a request by an associate for FMLA leave, the Company may, when it has reason to believe based upon information received from the associate or the associate's spokesperson (e.g., associate's spouse, adult child, parent, doctor, etc.), notify the associate in writing that an absence qualifies as an FMLA leave and is designated and counted as FMLA leave.

Scheduling of Medical Treatment

The FMLA requires that associates schedule planned medical treatment for either the associate or a seriously ill family member so that it does not unduly disrupt the Company's business. Associates are expected to consult with the Company before scheduling treatments in order to agree on a treatment schedule which best suits the needs of both the Company and the associate.

Intermittent and Reduced Schedule Leave

The FMLA allows associates to take a leave under this policy on an intermittent or reduced schedule basis when "medically necessary." If intermittent or reduced schedule leave is required, the Company may temporarily transfer the associate to another position with equivalent pay and benefits that better accommodates recurring periods of leave than the associate's regular position. Intermittent or reduced schedule leave may also be taken in the event of the birth of a baby or adoption or foster care of a child, but only if the Company agrees.

Certification for Associate's Serious Health Condition

Associates taking a leave under this policy for their own serious health condition are required to provide a medical certification of the condition and the need for leave from a health care provider on the certification form the Company will provide.

In those cases where an associate is able to give 30 days' notice for a foreseeable FMLA leave, the completed medical certification should be provided prior to the start of the leave. If the need for leave is not foreseeable, the associate must provide a completed medical certification within 15 days after the Company's request for such certification or as soon as reasonably possible under the particular facts and circumstances.

While on leave, additional certifications may be required as permitted by FMLA regulations. The Company may require an associate on FMLA leave to report periodically

on the associate's status and intent to return to work.

The Company may directly contact an associate's health care provider for verification or clarification of information in the medical certification. The Company will not use the associate's direct supervisor for this contact. Before such contact is made, the associate will be given the chance to resolve any deficiencies in the medical certification. In compliance with HIPAA medical privacy rules, the Company will obtain the associate's permission for verification or clarification of the medical certification.

If an associate fails or refuses to provide the Company with a complete and sufficient certification, despite the opportunity to cure the inadequacies, the Company can deny the FMLA leave.

Second Opinions

At the Company's expense, it may require an associate to obtain the opinion of a second health care provider in connection with the medical certification concerning the claimed medical condition and need for leave. The second health care provider cannot be employed on a regular basis by the Company. If the second opinion conflicts with the original certification, then the Company may, at its expense, require the associate to obtain an opinion of a third health care provider which has been approved jointly by the Company and the associate. The opinion of the third health care provider will be considered final and binding.

Certification for a Family Member's Serious Health Condition

The Company will provide an associate with a certification to be completed for leave requested for a family member's serious health condition. The associate must return the certification within 15 days or provide a reasonable explanation for the delay. Failure to return the certification may result in denial of the leave.

The Company may directly contact an associate's family member's health care provider for verification or clarification of information in the medical certification. The Company will not use the associate's direct supervisor for this contact. Before such contact is made, the associate will be given the chance to resolve any deficiencies in the medical certification. In compliance with HIPAA medical privacy rules, the Company will obtain the associate's family member's permission for verification or clarification of the medical certification.

The Company has the right to ask for a second and/or third opinion concerning the

medical certification, using the same procedures set forth above as they relate to certifications for an associate's serious health condition.

Certification for Qualifying Exigency for Military Family Leave

The Company will provide an associate with a certification to be completed for leave requested for a qualifying exigency. The associate must return the certification within 15 days or provide a reasonable explanation for the delay. Failure to return the certification may result in denial of the leave.

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

The Company will provide an associate with a certification to be completed for leave requested to care for an injured or ill covered service member. The associate must return the certification within 15 days or provide a reasonable explanation for the delay. Failure to return the certification may result in denial of the leave.

Health Care Coverage

During a leave of absence under this policy, the Company will continue the associate's group insurance coverage, but only if the associate was receiving such coverage on the date leave began. Such continued coverage will be on the same terms and conditions under which the associate was receiving coverage on the date leave began, subject to any modifications to such policies which might be effective during the term of the associate's leave that would otherwise apply to such associate.

In the event the associate was required to pay a portion of medical insurance or dental insurance premiums on the day before the leave began, any such payment requirement will continue during the leave (provided the associate desires to continue the coverage). The Payroll Department MUST be notified of all leaves of absence.

An associate who is required to pay a portion of his/her insurance premiums in order to maintain that coverage and who fails to make the required payments during FMLA leave, will have the portion of the insurance for which he or she is required to pay canceled.

If an associate chooses not to return to work at the conclusion of an FMLA leave, other than because of a continued serious health condition of the associate or the associate's family member, or a circumstance beyond the associate's control, the Company will

require the associate to reimburse the Company the amount it paid for the associate's health insurance premium or outstanding 401K payments during the leave period.

Return to Work

An associate taking a leave under this policy will be asked to provide a fitness for duty clearance from their health care provider before being allowed back to work. Generally, an associate will be able to return to the same position or a position with equivalent status, pay, benefits and employment terms.

Employment benefits accrued by the associate, up to the day on which the leave of absence begins, will not be lost.

An associate who does not return to work at the conclusion of the leave under this policy will be considered to have resigned unless the associate can show that the failure to return was caused by legitimate medical reasons or circumstances beyond the associate's control.

LEAVES OF ABSENCE-PERSONAL, MILITARY, BEREAVEMENT

Personal Leaves

Unpaid personal leave may be granted for periods up to two (2) weeks in length. The total amount of unpaid personal leave in a calendar year may not exceed two weeks. Personal leaves are granted at the Company's discretion, depending upon business needs. However, the more advance notice you give of a desired leave, the more likely the leave will be granted. An associate who fails to return to work upon completion of a personal leave will be considered to have voluntarily terminated his/her employment. The associate shall not engage in gainful employment during such leave without the prior written permission of the Company.

The Company is not required to hold an associate's position open if he/she has been on a personal leave for 14 calendar days. However, if the position is no longer available, the Company will attempt to place the returning associate in another open position for which he/she is qualified.

Military Leave

If you are called to or voluntarily engage in active military service, a military leave will be

available according to current law provided you give reasonable advance notice. Contact the Human Resources Department if you wish to request such a leave.

Bereavement Leave

Each regular full-time associate is eligible for a maximum of three (3) days bereavement pay in the case of death in the immediate family. The immediate family includes spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-son, step-daughter, step-parent, grandparents and grandparents-in-law.

Bereavement pay will be paid on the basis of your straight-time hourly rate for eight (8) hours. Bereavement pay reimburses you only for the loss of straight-time pay from regularly scheduled work on, before or immediately after the day of the funeral. You may be required to provide proof of attendance. Paid time-off may also be used in conjunction with the above paid days to extend time-off for the relationships listed above.

ELECTRONIC COMMUNICATION POLICIES (ePOLICIES)

English Gardens has established a policy with regard to the use, access and disclosure of electronic communications. The term “electronic communications” in this policy refers to all e-mail, voicemail, telephone, computer, facsimile and Internet systems used by the Company.

1. The electronic communications systems maintained by the Company are provided to assist in conducting the business of the Company. The electronic communications systems are reserved solely for the conduct of business at the Company and may not be used for personal business.
2. The electronic communications hardware is Company property. Additionally, all messages composed, sent or received on the electronic communications systems are and remain the property of the Company. They are not the private property of any associate.
3. The electronic communications systems may not be used to solicit for or pursue commercial ventures unrelated to Company business, for religious or political causes, for outside organizations or for other non-job related solicitations.
4. The electronic communications systems are not to be used to create, receive or transfer any offensive messages or material. Offensive messages or material include, but are not limited to, those which contain sexual implications, racial slurs, gender specific comments, pornographic language or images, or any other comment that offensively addresses someone’s age, sex, sexual orientation, religious or political beliefs, national origin or disability.
5. The electronic communications systems shall not be used to send or receive copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Company.
6. The Company reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic communications systems for any purpose. The contents of electronic communications properly obtained for legitimate business purposes, may be disclosed within the Company without the permission of the associate.
7. The confidentiality of any messages sent or received through use of the

electronic communications systems should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality.

8. Associates are not authorized to receive or read any electronic communications messages that are not sent or addressed to them. Any exception to this policy must receive prior approval by the Company. Notwithstanding the Company's right to retrieve and read any electronic communications messages, associates are expected to access only those messages for which they are the intended recipient.
9. Associates shall not use a code, access a file, or retrieve any stored information unless authorized to do so. All computer passwords and pass codes must be provided to managers. No pass codes or passwords may be used that are unknown to the Company.
10. Any associates who discover a violation of this policy shall notify the Chief Information Officer.
11. Any associate who violates this policy or uses the electronic communications systems for improper purposes shall be subject to discipline, up to and including discharge.
12. No associate is allowed to install any non-Company software product onto any Company computer. The only software allowed on any Company computer is software sold and licensed to the Company. If there is any such software on a computer you use, contact our Systems Manager immediately.

SOCIAL SECURITY NUMBER PRIVACY

To ensure to the extent possible, the confidentiality of associate Social Security numbers (SSNs), no associate may acquire, disclose, transfer or unlawfully use the SSN of any associate except in accordance with this policy. The release of associate SSNs to external parties is prohibited except where required by law. Internal access to associate SSNs is restricted to associates with a legitimate business need for the information.

Except where permitted by state or federal law, English Gardens will not: 1) publicly display all or more than four sequential digits of an associate's SSN; 2) use all or more than four sequential digits of an associate's SSN as the primary account number for an individual; 3) visibly print all or more than four sequential digits of an associate's SSN on any identification badge or card; 4) require an individual to use or transmit all or more than four sequential digits of their SSN to gain access to an Internet web site or computer system or network unless the connection is secure, the transmission is encrypted, or a password or unique PIN is also required to gain access; 5) include all or more than four sequential digits of an associate's SSN in or on any document or information mailed or otherwise sent to an individual if it is visible on or without manipulation from outside the envelope or packaging; or 6) include all or more than four sequential digits of an associate's SSN in any document or information mailed to a person.

Associate SSNs may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Any documents that include associate SSNs which are discarded, will first be shredded.

SOCIAL NETWORKING POLICY

These guidelines apply to all English Gardens' associates who participate in any form of personal social networking, which is defined for purposes of this Policy as any social media, such as, but not limited to, blogs, Instagram, Facebook, Yahoo! Groups, YouTube, Pinterest, Twitter, personal websites, message boards, chat rooms, GlassDoor, conversation pages and any kind of on-line community communication venues.

English Gardens understands that associates may maintain or contribute to personal blogs, message boards, conversation pages and other forms of social media as defined above, unrelated to and outside of their job function, and may periodically post information on the English Gardens' Twitter page, LinkedIn or GlassDoor (hereinafter referred to as "English Gardens' sites").

With regard to an associate's postings on any social media site, excluding the English Gardens' sites, associates are prohibited from acting as an official representative of English Gardens, or discussing or providing any kind of confidential or proprietary information about English Gardens, its associates or its customers. Such confidential information is defined as the Company's personnel information, marketing plans, customer lists, customer information, pricing, processes; improvement information; new product information; methods; business strategies; billing information; financial and banking information; associate lists; vendors; technology; costs; profits; developmental plans; software and computer programs; computer software codes; inventions; developments; product specifications; and any other related data involving the business affairs of the Company or its customers.

Associates are responsible for acting in a manner that is consistent with the Company's values. To that end, associates are expected to be courteous, respectful, and thoughtful about how other associates may be affected by postings. Incomplete, inaccurate, inappropriate, threatening, harassing or poorly worded postings may be harmful to other associates, damage associate relationships, and undermine English Gardens' effort to encourage a family atmosphere.

During their employment, managers and associates are encouraged not to become each other's "friends" or sending out a "friend" request to each other on any social media as defined in this Policy.

Associates are obligated to be aware of and comply with all applicable provisions set forth in English Gardens' Associate Handbook, including the Rules of Conduct.

Associates are legally responsible for their postings and are reminded that they may be subject to liability if their posts are found defamatory, harassing or in violation of any applicable laws.

Under no circumstances are pornographic, obscene, or harassing materials to be sent or received using company facilities at any time.

OPERATIONS

CUSTOMER RELATIONS - A KEY TO OUR SUCCESS

Customer Experience Standards

Customer Experience Standards are:

- Customer Service
- Passionate People
- Plant Maintenance
- Efficient Operations
- Merchandising

Greeting

Customers must always feel they are welcome to shop at the Company's stores. The Company is here to serve their needs. Give each customer a cheerful greeting. If possible, call the customer by name. A cheerful "good morning" or "good afternoon" will make both you and the customer happier. A sincere welcome does much to help the customer feel at ease while shopping at a store. It shows the customer that the Company is concerned and wants to fulfill his or her shopping needs.

10' Rule

All customers must be acknowledged in the stores. A good rule of thumb is to greet any customer who is within 10 feet of you; that is the furthest distance in which someone can hear a normal tone of voice and maintain eye contact. Let's ensure all customers feel welcome by greeting them!

Answering Questions

Be helpful and friendly. Answer all customer questions as briefly as possible, but give enough details for the customer to have a clear understanding of the solution to their problem. If you are unable to answer a question, say so, and refer the customer to someone who can. Do not give "unsure" answers. If your information proves false, the customer may understandably become upset.

If a customer tries to argue after you have answered a question, be courteous. Do not

engage in an argument. Refer the customer to your manager if your answer has not been satisfactorily accepted.

In talking with a customer, never criticize another department of our store, and never criticize a competing company. And, under no condition do you discuss the internal affairs of the Company.

Courtesy

Without being overbearing, use common courtesy to help the customer find the merchandise he or she is looking for. Offer your assistance. Do not wait to be asked. Say thank you and mean it. When a customer leaves, encourage him or her to come back again soon. A little extra courtesy will be remembered for a long time.

Manner

You are expected to maintain a personable, helpful and courteous manner at all times. You are expected to display this manner toward your fellow associates and each of our valued customers. Being courteous, helpful, and cheerful reflects favorably upon you and reinforces our policy to treat everyone with respect and dignity.

Cleanliness

We take great pride in our facilities and are confident that our associates appreciate working in surroundings that are neat, clean and organized. It takes everyone's effort, however, to maintain the standards we set by putting trash in the proper receptacles, cleaning up after themselves in the lunchrooms and not using the rest room walls for graffiti. All associates are requested to do their part in keeping merchandise dust free, the displays neat and the floors clear of debris, boxes and merchandise.

If you should see a co-worker who is not following these guidelines, please remind him or her of their responsibility to their fellow associates. Should that person continue to be irresponsible, report the incident to your supervisor so that it can be addressed. Remember, we will all benefit from everyone's cooperation in keeping our environment clean!

Appearance

English Gardens has a professional image that we strive to maintain for our customers and co-workers. While our industry can be casual, we feel there are still standards to

adhere to that indicate appropriate and inappropriate work attire. Our appearance and dress policy apply to all associates. All associates shall have a ready and personable smile at all times. They must maintain combed and neatly-trimmed hair. Male associates may wear beards, goatees and mustaches that are neatly trimmed and no more than an inch long. Goatees and beards must be trimmed above the neckline (above the Adam's apple). Unless the associate cites religious reasons and an "undue hardship", employers then must accommodate their associate's religious beliefs and practices. Hands and face must be kept clean at all times. If an associate has been working with items which create dirty hands, they must be clean before re-entering the sales floor area. All associates must wear a uniform at all times. All visible body piercing must be removed before entering the sales floor (i.e.: nose piercings, tongue piercings, excessive ear piercings, etc.). Visually explicit tattoos must be covered. If Management determines an employee's tattoos are offensive to co-workers, customers, vendors or others in the workplace based on racial, sexual, religious, ethnic or other characteristics or attributes of a sensitive or legally protected nature. The associate will be encouraged to identify appropriate options such as covering tattoos, transfer to an alternate position or other reasonable means to resolve the conflict.

Name tags and proper uniforms are to be worn by all associates who have direct contact with customers. Remember: "Dress for the job you want, not the one you're in."

UNIFORM POLICY

English Gardens maintains a reputation as a premier garden center, nursery, florist, and landscape design/installation center. In keeping with this reputation, the Company has a uniform requirement, which enhances its professional image. It is a requirement of employment that every associate purchase uniforms through the Company's preferred uniform vendor. The uniforms can be ordered on-line with the option to pay for them through payroll deduction, VISA or Mastercard. All associates are responsible for the cost of the uniform plus taxes and shipping & handling.

The English Gardens logo must be showing at all times on your upper garments. Uniforms consist of the following:

Upper Garment Combinations

1. Short sleeve polo shirts or t-shirts (seasonal staff only) worn alone.
2. Waist apron with uniform polo shirt or t-shirts (seasonal staff only).
3. English Gardens hats are allowed for outdoor staff only.

4. Long sleeve polo shirts worn alone.
5. English Gardens black fleece vest or jacket worn with long sleeve or short sleeve polo shirt.
6. English Gardens black sweatshirt worn with a uniform shirt underneath.
7. English Gardens name tag must be worn at all times.
8. Outdoor yellow vest over Winter coat

To complete the uniform, associates are required to wear lower garments which shall consist of **tan** pants, skirts, skorts, Capri pants, or Bermuda shorts of khaki material. Shorts, skirts, & skorts must be worn no shorter than 3 inches above the knee.

Associates who are Master Gardener, Certified Green Industry Professional, Master Florists, Proven Winners Certified, etc. are encouraged to wear identifying patches or pins on their uniforms.

The following guidelines apply for overall appearance:

1. Uniforms must be worn at all times on the sales floor with name tag clearly visible.
2. The English Gardens logo must be showing on upper garments at all times.
3. A ready and personable smile is considered an important part of your uniform.
4. Clean hands are required. Since ours is a "dirty" business, be sure to wash-up before entering the sales area. Uniforms should be clean and in good condition at all times. If your shirts become worn or faded, you will be required to replace them upon request from your manager.
5. Neatness counts! This means shirts tucked in with belts on all pants or skirts with belt loops.
6. For your safety, shoes must have closed toe and closed heel. Some jobs require work boots. Sandals, open-toe or open-heel shoes will not be allowed.
7. In Landscape yellow safety vests MUST be worn at all times when entering the

warehouse or the yard.

Associate Tool Kit

Every associate will be given a "tool kit" when they first start. This "tool kit" will include the following items: pen, Sharpie, tape measure, note pad, sold tags, box cutter, pruners (outside associates), and dust cloth (inside associates). This is considered part of your uniform and must be carried with you every day that you work. Each English Gardens associate will receive a box of personalized business cards. You are to carry these cards with you at all times.

OUT OF STOCK ITEMS (LOST SALES REPORT)

Any item that a customer requests or you notice is out of stock should be entered into the Lost Sales function of OMNI. Don't be afraid to enter an item in the Lost Sales function of OMNI. Even if the item has already been ordered, your alertness is greatly appreciated. Please obtain the customer's name and phone number on out-of-stock items and orders.

CUSTOMER COMPLAINTS

If a customer has a major complaint, he or she should be referred to a store manager who will make a prompt and satisfactory adjustment.

If a customer complains of discourtesy, the accused associate shall apologize, assuring the customer that no discourtesy was intended, and that it will not happen again.

Under no circumstances shall an associate openly discuss a complaint where it may be overheard by others. Handling complaints is a delicate situation.

When other customers overhear complaints, the store's reputation and image are on the line. Thus, always avoid arguments with customers.

GRATUITIES

Associates may accept tips for delivery or loading services from customers. No tips may be solicited. If you are offered a gratuity or gift by a manufacturer or vendor with whom the Company does business, please say no and report this to your manager immediately.

HONESTY

Personal honesty is a trait we must require in our business. We do not permit "bargaining" tactics in selling. We will not permit our associates to deceive customers with misinformation or promises about products or merchandise which cannot be upheld. Discounting for friends, relatives, or fellow associates is forbidden and could result in dismissal. Theft by any associate will result in termination.

A Short Course in Human Relations

The SIX most important words:

"I admit I made a mistake"

The FIVE most important words:

"You did a good job."

"The FOUR most important words:

"What is your opinion?"

The THREE most important words:

"If you please."

The TWO most important words:

"Thank you."

The ONE most important word:

"We"

The LEAST important word:

"I"

ASSOCIATE WITNESS PROGRAM

Our relationships at English Gardens are based on trust and that the highest level of personal integrity will dictate all of our actions. We recognize and appreciate that the majority of our staff members are honest and trustworthy. Occasionally, however, someone will do something to violate our integrity and trust. These actions threaten company profitability, which in turn affect everyone, including wages, sales bonus, 401k and other benefits.

It is everyone's responsibility to report any activity that is unsafe, dishonest or directly violates company policy. Associate theft, fraud and drug or alcohol use, are examples of things you should report immediately.

Three ways to report:

1. Tell a manager, officer or the corporate office.

2. Use the ASSOCIATE WITNESS PROGRAM (see below).
3. Call John Darin, President, (248) 981-4002.

All reports will be handled anonymously and your identity protected. If the report leads to a recovery or helps to prevent or stop business risk, you may receive a reward.

ASSOCIATE WITNESS INSTRUCTIONS

Associate Witness incident reports are available at all locations. Each form has a number pre-printed on the bottom right corner. Complete the form, keep the yellow copy and mail the white copy to:

English Gardens Corporate Office (marked "Confidential")
Attn: John Darin, President
22536 Ford Road
Dearborn Heights, MI 48127

Or contact by e-mail: jdarin@englishgardens.com

If the report results in a reward, the pre-printed number that is found on the bottom-right corner will be announced in the newsletter. You must produce the original associate witness document in order to claim your reward.

EXTERNAL THEFT

Be alert to shoplifting at all times. We prefer to prevent shoplifting rather than create ill will as a result of arrests and prosecutions. The best deterrent to shoplifting is to make your presence felt in your department. Walk through your department often. Show customers you are willing to help and be alert.

If you observe a shoplifting crime, call a manager immediately. Do not approach the customer. Let the manager handle it. He/She has been trained to handle such instances. If the customer is wrongfully detained, both you and the store could suffer serious consequences.

CAMERAS AND VIDEO SURVEILLANCE

For purposes of workplace safety and security and to prevent theft and other misconduct, the Company has installed video surveillance cameras in work and public areas. If there is any reported incident of theft, trespass, workplace violence, employee

misconduct or any type of illegal activity the cameras will allow us to review these incidents and take appropriate action. Associate privacy in nonwork areas will be respected to the extent possible. Associates should contact the Human Resource Department if they have any questions regarding this policy.

GENERAL POLICIES

PROMOTIONS

You are urged to develop your skills in your present job and to learn as much as possible about the Company and its operations so that you may be considered for promotion when the opportunity arises.

TRANSFERS

You may be transferred from one department to another at the Company's discretion. An associate may request a transfer to another department, which will be considered by the Company. All transfers shall be at the discretion of the Company and must be discussed with your current supervisor prior to the transfer request or internal job posting application with HR. All transfer requests will be kept in the associate's employment file for future consideration of anticipated openings.

LAYOFFS

If you are laid off and you return to work within 6 months, then your anniversary date will be adjusted based on the number of days laid off.

If you are laid off for more than 6 months, then you will obtain a new hire date. This will become your new anniversary date. You will be required to fill out new hire paperwork with the HR department.

UNPLANNED ABSENCES

Even the most conscientious associates will have occasions when illness or emergency situations arise. If you are unable to report for work, you must call your General Managers company cell phone and talk to them direct. You can also leave them a voice-mail or a text with your name and your call back number no later than 30 minutes after the start of your shift. If the General Manager is not available you must call the Manager on duty at your designated location and talk with them direct.

LOST CHILD PROCEDURE (CODE ADAM)

The following are the guidelines in the event we have a lost child reported in our stores:

STEP 1 – Obtain a detailed description of the child. If a customer approaches you and says that a child is missing, quickly get a detailed description, including:

- Name, age, hair color, eye color
- Approximate weight and height
- Photo of child, if they have one.
- What the child is wearing, like color and type of clothing, and more importantly, **shoe color and style** (although the clothes may be changed, an abductor does not usually remove or change the shoes.)

STEP 2 – Use the nearest phone and page “CODE ADAM”.

- After hearing ‘CODE ADAM’ announced, all managers and all available associates report to the Customer Service Desk to get a description of the missing child.
- Associates who have been assigned to the front door should assume their position and immediately begin monitoring. Ask visitors with children who resemble the description to wait until management arrives, then ask the child his/her name and if the adult is their parent. **Escort the parent or guardian of the missing child to the front of the store to assist in identifying the lost child.**
- Associates, who have been assigned to guarding the parking lot, will go outside immediately and inspect exiting cars for a lost child that meets the description.

STEP 3 – If the child is not found within 10 minutes, Management should call the police.

- Don’t hesitate...the police would rather get a second call saying that the child has been found, than to discover too late that the child has been abducted.

STEP 4 – If the child is found and appears to have been lost and unharmed, reunite the child with the parent or guardian.

STEP 5 – If the child is found accompanied by someone other than the parent or legal guardian:

- Use reasonable efforts to delay the departure of the adult accompanying the child, but do not put yourself, the staff, or people

around you at risk.

- Call the police and identify the person accompanying the child.

STEP 6 – Conclude the incident by paging “CODE ADAM Cancelled”.

- Store management must report the incident to Human Resources even if the child temporarily wandered, triggering the CODE ADAM alert.

SAFETY AND ACCIDENTS

We all want English Gardens to be a safe and healthy place to work. We require all associates to attend a “Right to Know” class which is held at New Hire Orientation. We offer access via the internet, to MSDS information in all retail locations. Our English Gardens safety manual is available at each location. Accidents can be serious, cause pain and result in loss of work, time and income. If you see unsafe conditions, report them immediately to your manager so they can be corrected.

You must report all job-related injuries and illnesses to your manager immediately. Do not ignore small scratches or cuts, burns, bruises or abrasions—these should be treated at once. Do not wait. Failure to report an injury could result in jeopardizing your compensation claim should the injury be more serious than first determined. An incident report must be filled out by law.

If the accident or injury happened at work and requires medical treatment after going home, see a doctor of your choice or go to the emergency room at the hospital. It is your responsibility to inform your manager that you sought treatment and you must provide all the documentation of said treatment to your General Manager.

Follow this procedure if you are involved in or observe an accident on the Company property:

1. Report the accident to a manager immediately.
2. Assist injured people, but do not risk aggravating an injury.
3. If necessary, summon emergency help immediately by contacting 911 or the local police or fire department.

If an accident occurs at work involving customers, other associates or property damages, report it immediately to a manager. Do not make any statements as to responsibility.

VEHICLE ACCIDENTS

You must have a chauffeur's license to drive a company vehicle. Some company vehicles require a CDL license. Seatbelts must be worn when operating company vehicles. If you are driving a Company vehicle or driving any vehicle on Company time and are involved in a highway accident, make every effort to obtain names, addresses and telephone numbers of all others involved, as well as any witnesses. A police report is necessary. Do not make any statement as to responsibility for the accident at the scene. Report any damage to the Company so that we can notify our insurance company. Adequate insurance is carried on all Company-owned vehicles.

Any associate involved in an accident while driving a Company owned vehicle will be required to go to Concentra for drug & alcohol testing.

Associates may not operate a Company vehicle or drive on Company time after they have consumed alcohol or taken any illegal drugs or if their ability to operate a vehicle is impaired in any way. "No Riders" are ever allowed in company vehicles. No one other than the associate is to drive a company vehicle.

COMPANY VEHICLE AND DISTRACTED DRIVING POLICY

Associates in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license, medical card, and complete the company provided Driver Qualification training and be considered an "acceptable driver" per our insurance company. Changes in an associate's driving record must be reported immediately to management. If it is discovered that an associate has a driving record which is unacceptable to the Company's insurer, the associate may be assigned to another position that does not require driving, or may be terminated if such an assignment is not possible or not deemed appropriate by Company management.

When operating Company vehicles, associates are required to obey all traffic laws, including speed limits, and are expected to comply with applicable local and state laws regarding the use of cellular telephones, some of which may entirely ban the use of cell phones while driving.

Hand-held cellular telephone use is not permitted by law while driving a company vehicle. However, you are permitted to use a hands-free device when using a cell phone while operating motor vehicles. The use of handheld cellular telephones for calls,

texting, e-mail or any other purpose while driving is strictly prohibited.

OUT-OF-STORE REGULATIONS

No associate should leave a delivery route for any period of time without prior consent of his or her manager. No associate traveling between deliveries will be permitted to make unscheduled stops or delays without the consent of his or her manager. Salvage materials on any job are Company property and are to be used or removed only with the Company's consent. Violations of these rules will result in discipline up to and including discharge.

OUTDOOR SAFEGUARDS

Associates who regularly work outdoors are strongly encouraged to wear ultra-violet protecting sunglasses, hats, visors or sunscreen to protect themselves from the sun's rays. Any sunglasses, hats or visors must first be approved by management as suitable before being worn on the job. Associates who regularly work outdoors are required to carry appropriate tools for their job such as a pocketknife or pruners.

TELEPHONES/CELL PHONES

Telephone equipment are for business purposes and must be limited to such during store hours. Telephones should not be used for personal communications except in case of emergency or absolute necessity. Similarly, associates should discourage having persons call them from outside the store. Conversations should be as brief as possible when using the telephone for personal reasons. Long-distance phone calls for personal communications must be authorized and paid for by the associate making the call.

Associates personal or company cell phones are required to be on vibrate at all times, whether you are in a retail location, landscape office or located at one of the corporate offices. Cell phones in the retail locations are permitted to look up information for a customer only. Please notify your Manager if you must keep your cell phone off vibrate in an emergency situation. Location iPads should be used for customer look up when available. No use of personal cell phones unless you are on break or approved by GM in an emergency situation.

CONFIDENTIAL INFORMATION

Each associate's position with English Gardens is one of trust and confidence because of access to certain confidential and/or proprietary business information of both the

Company and/or its customers. Consequently, at all times during an associate's employment, and for all times thereafter, each associate is bound to hold in the strictest confidence and will not disclose to any person, firm, partnership, corporation, association or other entity for any reason or purpose, any Confidential Information of the Company or its customers, regardless of how such information was obtained. This policy also applies to sharing such information with co-workers, unless it is strictly necessary to do so because of work-related reasons as part of the job.

"Confidential Information" refers, but is not limited, to:

procedures; improvement information; trade secrets; plans; new product information; methods; business strategies; pricing; billing information; financial information; personnel information; information on customers; customer lists; associate lists; vendors; technology; passwords; costs; profits; advertising and marketing plans and information; developmental plans; computer programs; computer software and codes; inventions; developments; and any other related information involving the business affairs of the Company, its associates or its customers, whether communicated in writing, orally or through other means and regardless of how it was created or by whom.

Associates will not use, disclose or share Confidential Information in any manner other than for pursuing the Company's business. Upon termination of employment for any reason, associates will be required to immediately return to the Company, all Confidential Information in their possession or control and associates will not be allowed to retain any copies of such Confidential Information.

SECURITY FRAUD

Under no circumstance should an English Garden associate's financial information be changed, updated or reported to anyone, unless there is a signed form stating so direct from the associate themselves. The original request may present itself in the form of an email, phone call or by mail. Listed below is the protocol to follow:

- Payroll MUST receive a signed form from the English Gardens associate indicating financial information change and update, along with their call back number.
- Payroll will call the number listed on the request form to review the change with the associate and verify the change request came direct from them. Phone number should match what is listed in ADP for the associate.
- Once information has been verified, payroll can then make the requested change, sign off of the changes made and put in associates master employee file.

- If the original change request comes in the form of an email (spam), it must be forwarded to the IT department email for further investigation and possible alert.

CONFLICT OF INTEREST/OUTSIDE EMPLOYMENT

Associates have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an associate is in a position to influence a decision that may result in a personal gain for that associate or a relative as a result of English Garden's business dealings. No "presumption of guilt" is created by the mere existence of a relationship with outside companies. However, if associates have any influence on transactions involving purchases or contracts, it is imperative that they disclose this to the Human Resources Department as soon as possible so that safeguards can be established to protect all parties.

All associates interested in working another job, must complete an "Outside Employment" request form.

This form must be approved by the Director of Operations in Retail, General Manager in Landscape or the HR Manager.

ASSOCIATE PARKING

Associates must park in authorized areas. Your manager will tell you where to park during the peak season.

ROMANTIC INVOLVEMENT POLICY

Managers are prohibited from dating or being romantically involved with an associate who they directly supervise. This policy is intended to safeguard associates from any form of sexual harassment, dissemination of confidential information or creating a conflict of interest. If such a situation arises, the associate or manager may request transfer to a different department, the decision which will be at the discretion of the Company.

PERSONAL PROPERTY

Personal items and property of real value should be carefully safeguarded. Purses, wallets, and valuable jewelry should not be left unattended. The Company does not assume responsibility for personal property of associates.

SMOKING

Smoking is not permitted on the sales floor, sales lot, or offices during working hours. We ask that associates see that the usual precautions for safety and orderliness are

observed and they are considerate of their fellow workers who do not smoke. Smoking will only be allowed in designated areas outside of company buildings.

No smoking in company vehicles or company rentals.

INCLEMENT WEATHER

If you are unable to get to work due to inclement weather, call the store and report your absence to your manager. If no one answers, continue phoning until you can report your status.

PERSONAL HYGIENE

All associates are expected to have good personal habits and are to be well groomed at all times. Care should be taken never to offend fellow workers through personal carelessness.

ELECTRONIC DEVICES

The use of radios, iPods, MP3 players, iPads (unless it is EG's), AIR Pods and other types of entertainment equipment will not be allowed on the retail sales floor or on a job site during working hours. Cell phones may be used to look up information for a customer but must remain on vibrate. Any associate who violates this policy is subject to discipline up to and including termination.

MEDICAL APPOINTMENTS

Time off from work is available to see a doctor or dentist for your own personal health, or that of your immediate family. Immediate family includes spouse, father, mother, son, daughter, brother or sister. Such time off must be scheduled in advance with your manager. Such appointments will and should be done on your scheduled day off or submit for a PTO (half or full day) should be used.

MAKE-UP TIME

We discourage the use of "make-up time". However, on occasion, permission may be granted by the manager for you to make up lost time, at the Company's discretion. This time must be made up during the same week.

NO SOLICITATION

1. Associates are not allowed to solicit other associates for any causes:
 - a. In selling areas and adjacent areas during the time associates are performing their work tasks.
 - b. During any time in which associates are assigned to perform their work tasks.
2. Associates are not permitted to distribute literature for any causes to other associates:
 - a. In working areas or selling areas at any time.
 - b. In non-working areas, non-selling areas during the time in which associates are performing their assigned work tasks.

The restrictions on time, in 1b and 2b of this rule, shall not apply to breaks, meal period, or other periods when associates are not engaged in performing their work tasks.

Outsiders are not permitted on Company property to solicit or distribute literature at any time.

PERFORMANCE STANDARDS

POLICY STATEMENT ON SUBSTANCE ABUSE

It is essential that all associates be alert and in full possession of their faculties when working to protect the safety of our work force, our work place, and the public, as well as promote high standards of conduct, integrity and efficiency. Being under the influence of or being impaired by drugs and alcohol can cause permanent injury or death.

Accordingly, no associate may report to work or remain on duty while under the influence of or impaired by alcohol, illegal drugs or improper use of legal drugs either over the counter or prescribed. No associate may possess, sell or distribute alcohol or illegal drugs while on Company property including Company vehicles or while on Company time.

Company premises are defined as any building out of which the company operates, including all land and parking lots associated with the building, as well as company vehicles.

To prevent drugs and alcohol and other contraband from being brought onto the Company premises, the Company may, at its discretion, inspect any locker, package, desk, purse, tool box, vehicle or other personal belongings brought onto the Company premises in connection with the investigation of any rule violation or in the maintenance of a safe workplace. Associates will cooperate in all investigations of suspected rule violations or of workplace safety.

The Company reserves the right to require applicants and associates to submit to drug testing. Associates may be subject to discipline up to and including termination for failing to cooperate in investigations or failing to take a drug or alcohol test.

MARIJUANA LEGALIZATION

Despite the legalization of marijuana at the state level, employers can maintain and continue to enforce zero tolerance policies for their workers and it continues to be illegal on the federal level. Legalization on the state level, does not change a business owner's ability to perform pre-employment or random drug tests on workers and/or refuse to hire or to fire or discipline workers who test positive for marijuana. At this

time, Michigan employers do not have to make an exception or accommodation under the ADA for any "card carrying" or employee who has a prescription from a doctor to use marijuana for medical reasons. The use, possession, growth and sale of marijuana remains illegal under Federal law.

POLICY ON NON-DISCRIMINATION, HARASSMENT AND BULLYING

English Gardens has a zero tolerance policy on discrimination, harassment and bullying. The Company's philosophy and policy to treat all persons including our associates and applicants for employment according to their individual merit, and without regard to race, color, sex, height, weight, religion, national origin, age, disability, sexual orientation, veteran, marital status, or any other characteristic protected by law. This policy applies to all applicants and associates, whether related to conduct engaged in by fellow associates or someone not directly connected to English Gardens (e.g., an outside vendor, full-time associate, part-time associate, seasonal associate, consultant or customer). This policy applies to all employment practices, including recruiting, hiring, pay rates, training and development, placements, promotions, terminations and all other terms and conditions of employment.

English Gardens prohibits any form of harassment, joking remarks or other abusive conduct directed at an associate because of an individual's race, color, sex, height, weight, religion, national origin, age, disability, sexual orientation, veteran, marital status, or other legally protected category.

All English Gardens communication systems and company owned hardware and software may not to be used for the use of offensive or disruptive activity. This includes anything which contains sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, religious beliefs, national origin, or disability.

The Company's policy on this topic is very simple. Harassment, including sexual and racial or any other form of harassment and discrimination, is prohibited and is inconsistent with the Company's policies, practices and philosophy. Sexual harassment may take many forms, including, but not limited to, the following:

1. Conduct that has the purpose or effect of unreasonably or substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
2. Employment decisions made by an officer, manager, supervisor or other associate

that are based on submission to or rejection of sexual advances or conduct.

3. Submission to a sexual advance or conduct is either an explicit or implicit term or condition of employment.

What Should You Do?

Any associate who feels she or he is a victim of harassment or discrimination of any kind, including sexual, racial, or any other form of harassment or discrimination, should take the following action(s) immediately:

1. Tell the offending party to stop his or her harassing or discriminatory behavior;
2. If the complained of activity does not immediately cease, report it to his or her supervisor; and
3. If you are not comfortable speaking with the offending party or reporting it to his or her supervisor, you should report the conduct as follows: General Manager, Human Resource Manager, or Store Director.

While confidentiality cannot be guaranteed, all complaints received will be investigated in a manner as confidential as possible. Human Resources will conduct a full and complete investigation in a manner that protects all involved parties. All personnel are expected to cooperate fully with any such investigation, and false claims of harassment will not be tolerated. Associates who violate this policy will subject themselves to disciplinary action up to and including termination.

Retaliation Will Not Be Tolerated

Retaliation against associates who report discrimination or harassment will not be tolerated. If you believe you are being retaliated against in any way, you should report it immediately in the same manner as above.

ZERO TOLERANCE WORKPLACE VIOLENCE POLICY

Prohibited Conduct

English Gardens maintains a zero tolerance workplace violence policy. Associates are absolutely prohibited from making threats or engaging in violent activities. This list of behaviors, while not inclusive, provides examples of conduct that is strictly prohibited.

1. Causing physical injury to another person.
2. Making threatening remarks, whether or not the individual intends on carrying through with the threat.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
4. Intentionally damaging employer property or property of another associate.
5. Possession of a weapon while on Company property (which shall be defined as the Company's building, land and/or any of its parking places or company vehicles) or while on Company business, regardless of whether an associate has a concealed weapons permit.

Reporting Procedures

Any potentially dangerous situations must be reported immediately to a supervisor, human resources or any other member of management with whom you feel comfortable speaking and that is available. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of the investigation will be discussed with them. The Company will actively intervene in any possibly hostile or violent situation.

While we do not expect associates to be skilled at identifying potentially dangerous persons, associates or situations, we expect them to exercise good judgment and report any behavior that could be a sign of a potentially dangerous situation. Such behavior includes:

1. Discussing weapons or bringing them to the workplace.
2. Displaying overt signs of extreme stress, resentment, hostility or anger.
3. Making threatening remarks.
4. Sudden or significant deterioration of performance.
5. Displaying irrational or inappropriate behavior.

Enforcement

Any associate determined to have committed such acts will be terminated from employment. Non-associates engaged in violent acts on the Company's premises will be reported to the proper authorities and fully prosecuted when appropriate.

ALCOHOL, DRUGS, AND WEAPONS

Drugs

The use, sale or possession of illegal narcotics, drugs or controlled substances while on the job, during working hours, on Company property (which includes the buildings in which the Company's offices and business are located and any of its parking areas), at a client's site or while attending Company functions, will result in termination of employment. The use, sale or possession of illegal narcotics, drugs or controlled substances before or after work hours that adversely affects an individual's job performance or customer and/or public perception of the Company is not acceptable behavior.

Alcohol

Alcohol is not permitted on Company property, as defined above, or at a client's site. Use of alcohol before, during or after work hours that adversely affects an individual's job performance or customer and/or public perception of the Company is not acceptable behavior.

Weapons

No firearms or weapons of any kind are allowed on Company property, in company vehicles, or at a client's site, as defined above, at any time, regardless of whether an associate has a concealed weapons permit.

Violation of this policy in any way will result in disciplinary action up to and including discharge.

SECURITY INSPECTIONS

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, and other improper materials. Consequently, the Company reserves the right to conduct security inspections of all items brought on to Company property, upon probable cause that its policies prohibiting the use, sale, or possession of illegal drugs, alcohol, or weapons have been violated, or that other improper materials exist on its premises.

Company property includes all merchandise, equipment, store supplies, buyer's samples, desks, work areas, cabinets and other storage devices, the offices, buildings and grounds where the Company conducts business and any Company vehicles or associate vehicles driven for Company business or parked on Company property.

The Company requires the cooperation of all associates in administering this policy. Any associate refusing to allow a search by the Company will be subject to disciplinary action up to and including termination of employment.

OPEN DOOR POLICIES AND PROCEDURES

Our goal at English Gardens is to provide a pleasant working environment for all associates. This is achieved by developing and maintaining a cooperative working relationship among associates based on mutual respect and understanding. We recognize the need for procedures that will allow associates to call attention to work-related matters that they feel need correction.

We strongly endorse an "Open Door" Policy where an associate has the right to meet with his or her manager to discuss such matters of concern.

The Company's Open Door Policy is in effect during each working day. Our success has been built on the free exchange of ideas, creative management and the identity of problem areas and their quick resolution. The Open Door Policy provides you with five (5) different ways to let us know your problems, suggestions or ideas. They are:

1. Your direct day-to-day communications with your manager;
2. The Employment Growth Review Process;
3. Associate suggestions;
4. Contacting the Human Resources Department; and
5. Silent Witness Program.

DEPARTMENT MEETINGS

We will periodically schedule meetings with groups of associates. English Gardens values your right to speak for yourself and to have your say directly with management. We also value our privilege of speaking straight with you.

ASSOCIATE SUGGESTIONS: (Retail and Landscape)

The managers do not have all the answers. We know from time to time you will have ideas on how to make our Company more efficient. At the moment that the idea occurs to you, please take time to put your ideas in writing. Suggestion forms are available at the suggestion box located in each store. We strongly encourage associates' suggestions on improving the operation of the Company. We have grown because of our associates' concern, industry involvement and active participation in our development. We count on you and want your ideas. Suggestions can be submitted anonymously or with your signature. Suggestion boxes will be checked regularly and all suggestions will be reviewed. Signed suggestions will be responded to.

TERMINATION - LEAVING EMPLOYMENT

All associates are requested to submit, in writing, notice of intent to leave employment at least two weeks prior to the actual date of resignation.

Just as any associate may resign at any time for any reason, the Company reserves the right to terminate an associate at any time for any reason. The President of the Company is the only person who has authority to make an exception to this policy, and it must be in writing, directed to you personally, and signed by him. This policy applies to all of our associates, irrespective of their length of service, and will continue to apply to your employment as long as you work for English Gardens.

RULES OF CONDUCT

We have certain rules of conduct that have to be followed if we are to get our work done in an efficient and orderly way. Your cooperation is essential, and we urge you to familiarize yourself with those rules of prohibited conduct listed below so you know what is and is not acceptable behavior here. We know associates who will violate the rules are rare exceptions. Based on common sense and good judgment, these rules are designed to protect your rights and the rights of an individual next to you.

These rules are not intended to be all inclusive of the proper standards of conduct or other obligations of associates. The Company reserves the right to take disciplinary action for other offenses not specifically listed here. This listing of Rules of Conduct and any discipline taken under these rules does not modify the at-will status explained in this Handbook.

Violations of the following rules which prohibit the indicated behavior will, in the discretion of the Company, result in disciplinary action up to and including discharge:

1. Violation of the Company's Policy on Substance Abuse;
2. Violation of the Company's Policy on Non-Discrimination and Harassment;
3. Violation of the Company's Policy on Electronic Communications.
2. Failure to cooperate in the investigation of an offense, or in the maintenance of a safe workplace;
3. Using, removing or disclosing associate, customer, or vendor lists or other confidential information of any nature without prior written authorization from the Company;
4. Disrespect to customers;
5. Poor work performance;
6. Excessive absenteeism and tardiness;
7. Insubordination (disobedience to authority or failure to follow instructions);

8. Theft, unauthorized removal of Company, fellow associate or customer property, or misappropriation of Company funds;
9. Fighting;
10. Smoking in unauthorized areas and/or discarding smoking materials improperly;
11. Violation of Company Safety Policy;
12. Discourteous or improper use of Company vehicle;
13. Walking off the job;
14. Gambling on Company premises;
15. Causing hazardous or unsafe working conditions or violating any safety rules;
16. Possession of weapons on Company premises at any time;
17. Falsification of personnel or other records, such as time or production reports, punching another associate's time card, having someone swipe your e-time card;
18. Restricting or interfering with work production or attempting to induce others to do so;
19. Horseplay, scuffling, running or throwing materials or other objects;
20. Absence without notification or permission (Absence without notification for two days or more is deemed a voluntary quit);
21. Loafing, sleeping on the job, neglect or failure to perform assigned duties;
22. Damage to, destruction of, or misuse of property and equipment belonging to the Company or its associates;
23. Leaving the job before the end of the assigned schedule without permission;

24. Violation of the no-solicitation policy;
25. Threatening, intimidating, coercing or interfering with associates;
26. Taking unauthorized meal or break periods;
27. Soliciting tips or contributions from customers;
28. Refusal to work overtime, or working overtime without permission;
29. Use of computer to stream radio at your desk;
30. Improper dress attire;
31. Conducting personal business on Company time and/or property;
32. Use of specialized Company equipment without proper training and/or authorization;
33. Failure to be at the assigned work station at starting time, after rest periods and after lunch;
34. Discourteous driving when entering or leaving the Company parking lot;
35. Engaging in other employment without prior approval by the Company or during a medical leave or personal leave;
36. Visiting another department without sufficient reason;
37. Any action which threatens the safe or efficient operation of the Company;
38. Failure to clock out when leaving premises at lunch hour;
39. Unauthorized use of Company telephone;
40. Personal conduct which is obnoxious or abusive of other associates including gossip, rumors and statements of a defamatory nature;
41. Parking in unauthorized area;

42. Failure to keep work area clean;
43. Unauthorized entry into the building during non-working hours;
44. Out of work area without manager's permission or wasting time;
45. Posting, removing or tampering with notices on Company bulletin boards;
46. Possession of books, magazines, or posters which contain nudity or sexually explicit material is not permitted on Company premises; using a company owned computer to access pornographic material, websites, pictures, videos, etc. is prohibited.
47. Accepting payments for merchandise other than at the cash register as a cashier.

STATE LAW ADDENDUM

The Company adheres to all state and local legal requirements. In this section, any such requirements may be highlighted, such as your state's Family and Medical Leave Act requirements. If you have any questions about state and or local legal requirements, please contact Human Resources.

WITNESS DUTY LEAVE

An Associate may take reasonable, unpaid time off work to testify in court proceedings as a victim representative. A victim representative is (a) a guardian or custodian of a child of a deceased victim if the child is less than 18 years of age; (b) a parent, guardian, or custodian of a victim of an assaultive crime if the victim of the assaultive crime is less than 18 years of age; or (c) a person who has been designated under the statute to act in place of a victim of an assaultive crime during the duration of the victim's physical or emotional disability.

TIME OFF FOR VICTIMS OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT

Victims of domestic violence or sexual assault may take reasonable unpaid time off work to testify in court proceedings. Associates may substitute any accrued PTO time off for the unpaid leave provided under this policy.

CRIME VICTIMS LEAVE

Employees who are victims of crimes are entitled to unpaid time off from work to be present at legal and court proceedings related to the crime. Associates may substitute an accrued PTO time off for the unpaid leave provided under this policy.

ACKNOWLEDGMENT AND AGREEMENT

I with its contents. I understand and agree that I am bound by the policies, terms and conditions of employment set forth in this Handbook including the At-Will Employment Relationship Policy and the Authorization and Understanding section of my employment application. I agree to contact the Human Resource acknowledge receipt of the English Garden's Associate Handbook and understand that I am responsible for becoming familiar Department with any questions that may arise.

I understand and agree that this Associate Handbook and the Authorization and Understanding section of my employment application supersede and cancel any previous verbal or written policies, statements, understandings or agreements concerning the terms and conditions of my employment with English Gardens. I understand that English Gardens reserves the right to make changes at any time and that this information is provided on an advisory basis. I understand that the Company Associate Handbook is a confidential document and will be treated as such.

By clicking the acknowledgement box, I fully understand and agree to this acknowledgment.

Date_____

Associate Signature_____

Print Name_____