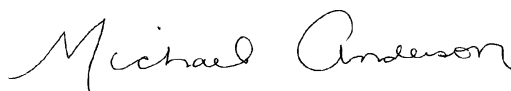


WELCOME

Welcome to Wagonwork Collision Center. Congratulations on joining a leader and innovator in the collision repair industry.

As a Wagonwork employee, YOU are our most important resource. Through your efforts as a member of our team, we provide high quality repairs and service at a reasonable cost to our customers. Your pride in your work and your Company is the primary ingredient of our success. You are what creates "Value" at Wagonwork Collision Center. To our customers, you are Wagonwork.

To our current employees, we extend our thanks for your continuing efforts. To all our employees, both current and new, we extend our best wishes. We look forward to working with you to build a great career and a great Company.

A handwritten signature in cursive script that reads "Michael Anderson". The signature is written in black ink and is positioned above a horizontal line.

A. Michael Anderson
President

September 2002

HISTORY OF WAGONWORK COLLISION CENTER

Founded in 1965, Wagonwork strives to set the highest standard of quality and service in the collision repair industry. Our goal is simple: to become the most trusted name in Collision Repair for the entire Washington Metropolitan area. Wagonwork employees operate on the basis of six guiding principles:

Customer

Integrity
People
Quality
Teamwork and
Profit

It is no accident that we put our customers first. Without our customers who trust Wagonwork to repair their vehicles, Wagonwork would not be in business.

ABOUT THIS HANDBOOK

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

We do not expect this handbook to answer all of your questions; nor should you. Your supervisor will be your best source of detailed, current, individualized information.

This handbook is provided as a guide, which you may use to familiarize yourself with Wagonwork Collision Center. It is provided and is intended only as a helpful guide. It is not, nor should it be considered to be, an agreement or contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation. We value the flexibility to deal with you, directly and as an individual, in specific situations. This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by you and the President of the Company, Michael Anderson.

This handbook supersedes all prior inconsistent employee handbooks, manuals, policies and procedures whether written or verbal, issued or communicated by Wagonwork Collision Center, except that the descriptions of Employee Benefit Plans are provided as summaries only, and the terms of the actual Plan documents control over any descriptions in this Handbook. Copies of full Plan documents are available for your inspection and review at the Company.

OUR COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

Wagonwork Collision Center is an equal opportunity employer. We enthusiastically accept our responsibility to make employment decisions without regard to race, religious creed, color, age, sex, national origin, marital status, disability, military service or any other classification protected by federal, state or local laws. Our management is dedicated to ensuring the fulfillment of this policy with respect to all aspects of employment, including recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, pay and other forms of compensation, training and general treatment during employment. We will provide reasonable accommodation to qualified employees and applicants for disabilities and religious beliefs.

It is every Wagonwork employee's duty to comply with this policy. We encourage you to report any violations you experience or witness to any member of management.

OUR PHILOSOPHY

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

NO HARASSMENT POLICY

Wagonwork Collision Center does not tolerate harassment of our job applicants or employees by another employee, supervisor or any vendor or customer. Harassment of third parties by our employees is also prohibited. Any form of harassment on the basis of race, color, sex, religion, disability, age, marital status, disability, military service or any other category protected by federal, state or local law is a violation of this policy and will be treated as a disciplinary matter. The Company has zero tolerance for harassment and is committed to a workplace free of any harassment.

Harassment Defined

Harassment is unwelcome verbal, visual or physical conduct creating an intimidating, offensive or hostile work environment that interferes with work performance. Examples of harassment include verbal (including slurs, jokes, insults, gestures or teasing), graphic or physical conduct that denigrates or shows hostility or aversion towards an individual. Such conduct constitutes harassment when: (1) it has the purpose or effect of creating an intimidating, hostile or offensive work environment; or (2) it has the purpose or effect of unreasonably interfering with an individual's work performance or (3) it otherwise adversely affects an individual's employment opportunities.

Sexual Harassment Defined

Sexual harassment is harassment based on an employee's sex and can include all of the above actions as well as unwelcome and unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal or physical conduct of a sexual nature where: (1) submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual and (3) such

conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include: unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement, requests for sexual favors or demands for sexual favors in exchange for favorable treatment, obscene or vulgar gestures, posters or comments, sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies, propositions, suggestive or insulting comments of a sexual nature, visual harassment such as derogatory cartoons, posters and drawings, sexually explicit e-mail or voice mail, uninvited touching of a sexual nature, unwelcome sexually related comments, conversation about one's own or someone's else's sex life, conduct or comments consistently targeted at only one gender, even if the content is not sexual, teasing or other inappropriate conduct directed toward a person because of his or her gender.

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

Reporting

It is your responsibility as an employee of Wagonwork Collision Center to enforce this policy. You should promptly report any incident of harassment that you experience or witness, whether by a co-worker or a non-employee, to your department supervisor/manager or any other supervisor/manager with whom you feel comfortable. He or she will ensure that an investigation is immediately conducted. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate.

Investigation

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

Every supervisor who learns of any employee's concerns about sexual harassment, whether in a formal complaint or informally, will immediately report the issues raised to senior management or to Human Resources.

Discipline

If the Company determines that harassment or other inappropriate conduct occurred, then the Company will discipline the offender or offenders, including immediate termination of employment. If the harassing conduct is the act of a non-employee, the Company will ensure that the employee is protected from future occurrences of such behavior. No one at Wagonwork Collision Center is expected to tolerate harassing behavior as a term of employment.

No Retaliation

Wagonwork Collision Center prohibits any form of retaliation against individuals who report unwelcome conduct or who cooperate in the investigation of such reports. In accordance with this policy, we will take appropriate disciplinary action for any such retaliation, up to and including termination of employment. If you witness or experience retaliation, you should report this under this policy's Reporting procedures.

AT-WILL EMPLOYMENT

Wagonwork Collision Center is an **EMPLOYMENT-AT-WILL** business.

Employment at Wagonwork Collision Center is at the will of both you and Wagonwork Collision Center, which may only be modified by an express written agreement signed by you and the President of the Company, Michael Anderson. This means that both you and the Company each have a right to end the employment relationship for any reason at anytime, with or without notice and with or without cause.

EMPLOYEE CLASSIFICATIONS

Wagonwork Collision Center hires employees in a number of different classifications:

Regular Full-Time Employees – Employees who are regularly scheduled to work at least 40 hours per week. Regular full-time employees are eligible for all Company benefits for which they qualify under the terms of each specific benefit plan or policy.

Regular Part-Time Employees – Employees who are regularly scheduled to work less than 40 hours per week. Part-time employees are eligible for some, but not all, Company benefits.

Temporary Employees – Employees who are hired for a specific task or project, usually for less than 180 days. Temporary employees are not eligible for Company benefits.

Non-Exempt Employees – Based on their job duties, non-exempt employees are paid for all hours worked, including overtime for all hours worked over 40 in any single workweek.

Exempt Employees – Based on their job duties and qualifications, exempt employees are compensated for jobs performed rather than hours worked and do not receive hourly pay or overtime.

PAYDAY

The pay period ends every Wednesday at 6:00 p.m. You will receive your pay check by Friday at 1:00 p.m., or have it directly deposited within three to five business days, following the end of the pay period. Should you be absent on payday, you may pick up your check upon your return to work.

ATTENDANCE

The success of our Company depends upon the cooperation and commitment of each member of our team. Therefore, your attendance and punctuality are extremely important. Your fellow employees and our customers must bear the burden of your absence. Your responsibility to our Company and your fellow employees requires good attendance. Your failure to report to work as scheduled will result in disciplinary action, including termination of employment.

If you will be absent or late for work, you must notify your supervisor personally with as much advance notice as possible. Unauthorized or inadequately reported absences may subject you to discipline.

You are to notify your supervisor when you begin and end working, but under no circumstance are you to continue working more than ten (10) minutes before or after your scheduled work time unless specifically authorized in advance (This applies to hourly employees that are required to clock in and out; this does not apply to salaried or commissioned individuals). You should notify your supervisor before leaving the building for any non-business reason or before taking your meal period regardless of whether you leave the premises.

If you fail to record your working time or leave accurately or there is an error on your timecard, be sure to notify your supervisor immediately. Falsification of any attendance record is a violation of this policy and may lead to discipline, including termination of employment. Your supervisor must approve all attendance records. You may only record starting and quitting time on your own timecard, and you may not touch any other employee's timecard. Doing so may lead to discipline, including termination.

CONFLICT OF INTEREST

As an employee of Wagonwork Collision Center, you have a duty to be free from the influence of any conflicting interest if and when you represent the Company in negotiations or dealings with customers and vendors. You must deal with all persons doing business with Wagonwork Collision Center without favor or preference to any third party or your personal considerations.

A conflict of interest arises when an employee is a party to a transaction, or has such a substantial personal interest in a transaction, that it reasonably might affect the judgment he or she exercises on behalf of Wagonwork Collision Center. In the performance of your job duties, you are to consider only the interests of Wagonwork Collision Center, always avoid questionable practices and follow the established policies of the Company.

Although it is not feasible in a policy statement to describe all the circumstances and conditions that might be considered conflicts of interest, the following situations have the potential of being in conflict and are therefore to be avoided:

- a. Engaging in outside business, employment or other activities that permit encroachment on Wagonwork Collision Center's right to the full attention, energy and ability of its employees in the performance of their job duties;

- b. Performing freelance or contract work for a client/customer of Wagonwork Collision Center, except as approved in advance in writing by the President of the Company;
- c. Engaging in business with or employment by an employer that is in any way competitive or in conflict with any transaction, activity or objective of Wagonwork Collision Center;
- d. Engaging in any business with or employment by an employer who is a supplier of goods or services to Wagonwork Collision Center;
- e. Making use of employment by Wagonwork Collision Center to further your personal outside business or employment, or associating the Company or its prestige with an unrelated outside business or employment;
- f. Owning or leasing property with knowledge that Wagonwork Collision Center has an active or potential interest therein;.
- g. Lending money to or borrowing money from any third person who is a supplier of goods or services to, or who is in any fiduciary relationship with, Wagonwork Collision Center or is otherwise regularly involved in business transactions with the Company;
- h. Accepting any gratuity, favor, benefit or gift of greater than nominal value beyond the common courtesies usually associated with accepted business practice, or of any commission or payment of any sort in connection with work for Wagonwork Collision Center other than the compensation agreed upon between the Company and the customer or vendor;
- i. Making use of or disseminating, including by electronic means, any confidential information acquired through your employment by Wagonwork Collision Center for personal profit or advantage, directly or indirectly or
- j. Use of Wagonwork Collision Center equipment or supplies for other than Wagonwork Collision Center jobs, except as approved in advance in writing by the President of the Company.

The President of the Company will present you with a statement of acceptance of this policy annually for your signature. It is your obligation to disclose immediately any actual or potential conflict to your supervisor or your Human Resources Director.

PERSONAL APPEARANCE

Wagonwork Collision Center takes pride in maintaining a professional atmosphere and a favorable image with our customers and vendors. Our professionalism is maintained, in part, by the manner in which our employees present themselves to the public. You should therefore utilize good judgment in determining your grooming, dress and appearance, consistent with the Company's standards.

You should direct any questions regarding appropriate attire to your supervisor in advance to avoid conflicts and potential problems. If you arrive at work inappropriately dressed, you will be considered unsuitable to commence work and may be sent home. If you are asked to leave, you may be expected to return to work later in the same day in proper attire that conforms to the Company's standards and you will not be compensated for any time expended in going home, returning to work or not working. You may also be subject to discipline if you appear at work inappropriately dressed. Some specific guidelines to be observed are as follows:

1. You must wear a leather work shoe, preferably a work boot. Tennis shoes and sandals are not allowed.
2. You must wear the appropriate Wagonwork Collision Center standard uniform for your job, specifically including your Wagonwork T-Shirt.
3. You must wear a belt.

You should maintain a high standard of personal grooming and hygiene practices at all times. Your hair must be neat, clean and well kept. Please avoid heavily scented colognes, perfumes, and deodorants, particularly in customer service areas.

You may not wear or use the uniforms furnished by Wagonwork Collision Center off premises without the advance approval of the General Manager or Department Head. It is your responsibility to keep your Wagonwork Collision Center uniform neat and clean.

You must wear appropriate safety equipment and /or apparel at all times as prescribed by management, by a particular job assignment, by law or by common sense.

COMPANY PROPERTY & UNIFORMS

In the course of your employment, you will be furnished work-related equipment and/or uniforms. You must return these materials to the Company in good condition, reasonable wear and tear excepted, at the request of the Company or at the termination of your employment for any reason. If you do not return the material in acceptable condition or upon demand, then you agree that the reasonable value of the item(s) may be deducted from your pay. No deductions shall be made at any time for normal wear and tear. The uniform fees will be taken from your check through payroll deductions and will include the cost of the uniforms, maintenance and a startup fee. The amount of these deductions may vary. Loss of or damage to uniforms or equipment should be reported to your supervisor immediately. There will be an initial uniform start up fee for all new hires.

PERSONNEL DATA

It is your responsibility to keep us informed of your current address, telephone numbers, emergency contact, marital status, changes in dependents, beneficiary information, etc. Notification is required within five (5) business days of the change. The Company relies upon this information for all mail communications and proper administration of your benefits and pay.

YOUR BENEFITS PACKAGE

Wagonwork Collision Center offers a number of benefits to our eligible employees. Most benefits will be described for you in a separate benefits orientation meeting when you commence employment and again during open enrollment periods. This handbook briefly describes some of those benefits.

Wagonwork Collision Center offers eligible employees:

- Cafeteria Plan
- Medical and Dental Insurance
- 401(k) Plan Participation
- Paid holidays
- Paid Time Off
- Christmas Bonuses

The complete details of these plans are contained in the benefit plan documents, which govern the administration of each plan. If there are any conflicts between the plan documents and this handbook, the terms of the plan documents control. These documents are available for your review and copying through your Human Resources Department. The Company may modify or rescind any benefits in its sole discretion. If you have any questions about your personal benefits, please consult your Human Resources Department.

Cafeteria Plan

The Company provides a pre-tax benefits contribution or Section 125 Plan.

This plan allows you to make contributions toward premiums for medical insurance and group life insurance on a before-tax, rather than after-tax, basis. This means your premium contributions are deducted from your gross pay before income tax and Social Security or Medicare are calculated.

The complete details of this plan are contained in the benefit plan documents, which govern the administration of the plan. These are available for your review through your Human Resources Department. The Company may modify or rescind this benefit in its sole discretion. If you have any questions about this Plan, please consult your Human Resources Department.

HOLIDAYS

All full-time employees are entitled to the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Labor Day
- Christmas Day

If a holiday falls on a non-scheduled workday, we will observe that holiday on the Monday immediately following that holiday. You may request the actual date of the holiday for these "moved" holiday days, but you must receive prior written approval from your supervisor, and your supervisor may require you to choose an alternate date from the one requested.

To be eligible for any holiday pay, you must work your regularly scheduled workday both before and after the observed holiday unless the holiday precedes or ends on a scheduled PTO day off, such as approved vacation. Employees on unapproved PTO or leaves of absence are not eligible for holiday pay.

Salaried employees:

You will receive your regular compensation for the week in which the holiday falls.

Commissioned Employees:

If you receive all or part of your compensation through commissions, then you will be paid an additional one-fourth of your total compensation, including commissions, for the week in which the holiday falls as pay for the holiday.

PAID TIME OFF

This program combines vacation, personal time, bereavement leave and sick benefits into a single benefit called Paid Time Off ("PTO"). The program is designed to provide you with time off with individual flexibility.

All regular full time employees earn PTO according to the accrual schedule below:

YEARS OF FULLTIME SERVICE	PTO ACCRUED	ANNUAL PTO	PTO BALANCE CAP
HIRE TO 15 YEARS	1.6 HOURS	10.4 DAYS	15.6 DAYS
15 YEARS +	2.0 HOURS	13 DAYS	19.5 DAYS

Part time employees accrue PTO on a pro-rated basis. PTO accrual is based upon years of service and full- or part-time status. PTO accrues during the first ninety (90) days of employment, but you may not take any leave until after this 90 day period. After the first ninety (90) days of employment, you may use the total number of PTO days which have accrued to that date. You do not accrue PTO while you are on an unpaid leave of absence. Temporary employees are not eligible for PTO.

You must submit a written request in advance, authorized by your supervisor, to schedule PTO. You may withdraw from your PTO balance in increments of a least one hour. In order to accommodate your leave requests and maintain the efficient operation of the Company, you should provide the Company with at least one (1) week's written notice of any request for more than two (2) consecutive PTO days. If you cannot provide this notice, then you should provide the Company with as much notice as possible. PTO will be granted at the sole discretion of the Company based on several factors, which include operational and staffing needs during the requested PTO.

If a scheduled paid holiday occurs during your approved PTO, then that day will not be counted as PTO but as a paid holiday.

If you leave Wagonwork Collision Center, you will be entitled to payment for accrued but unused PTO. This balance payment will be included in your final paycheck.

Wagonwork Collision Center's policy is designed to provide you with the opportunity for recreation and rejuvenation for the mutual benefit of you and Wagonwork Collision Center. For this reason, Wagonwork Collision Center offers you the choice of pay in lieu of PTO and limits the rollover of unused PTO days to a balance of one and one half times the total number of days for which you are eligible to accrue the last year.

For example, a full-time employee in a Body Technician position who has been employed with the company three years accrues 10.4 PTO days per year and may carry a maximum balance of 15.6 days PTO during the following year. This employee will not accrue any additional PTO leave until some of the accrued PTO balance is used. At that time, the employee will begin to accrue PTO again at the applicable rate up to the PTO balance cap (15.6 days). This employee could also cash out the year end balance of 10.4 PTO days at the end of the anniversary year and begin again with the accrual of PTO at 1.6 hours PTO per week worked.

All time accrued under this policy may be use for vacation, personal time, bereavement or illness. Accrued PTO may be taken in lieu of an approved unpaid leave of absence.

Wagonwork Collision Center reserves the right to modify, change or discontinue this policy, or to cash out PTO balances, at any time.

PTO Pay Plan:

Salaried Employees will receive their regular compensation at their regular rate of pay for each PTO day.

Commissioned Employees will be paid their PTO based on their prior year-to-date daily payroll average.

MEDICAL AND DENTAL INSURANCE

Wagonwork Collision Center offers its eligible employees Medical and Dental Insurance. Wagonwork Collision Center will pay for 50% of the total health plan premiums for you and your dependents who are enrolled on the policy. Your insurance will be canceled immediately on your last day of employment with the Company, unless you make arrangements to exercise your rights to continue coverage under COBRA and pay the cost of the Medical or Dental insurance, plus a small administrative fee.

PERSONAL LEAVES OF ABSENCE

Returning From Leave: If you take a leave of absence because of your own serious health condition or the serious health condition of an immediate family member, then you must provide requested medical certification concerning that condition and appropriate release forms to return to work. You may obtain the forms from your Human Resources Department.

Extended Leave For Serious Health Condition: After one year of employment, following the exhaustion of all PTO, you may request unpaid leave because of your own serious health condition on a month-to-month basis for a maximum of four months upon: (1) written request to the Company; (2) proof of the serious medical condition and (3) approval by the Company, which is discretionary. You must submit medical certification of your continued serious health condition in advance for each month that the leave is requested. Reinstatement is not guaranteed on an extended leave.

No Work While On Leave: Working at another job while on sick leave or extended leave will be interpreted as voluntary resignation.

If you do not return to work on the originally scheduled return date nor request in advance an extension of the agreed upon leave with appropriate documentation, you will be deemed to have voluntarily terminated your employment with the Company.

JURY DUTY AND COURT-ORDERED SUBPOENAE

Full-time and regular part-time employees who are called to serve on jury duty, or called by a court-issued subpoena to appear as a witness, must notify their supervisors and your Human Resources Department to be eligible for paid leave. Employees must return their witness or juror fees to receive pay from the Company. Other employees called to jury duty or by court-ordered subpoena will be provided time off without pay to obey the summonses.

401(k) RETIREMENT PLAN

Eligible Wagonwork Collision Center employees may participate in the Wagonwork Collision Center 401(k) Retirement Plan after one-year of employment. Under this Plan, you may contribute part of your paycheck, up to 70% or the IRS-set limit, into a separate retirement account in your name. You will not be taxed on these savings, or on the interest or appreciation on these savings, until you withdraw the funds at retirement. Once you are eligible to participate in this Plan, Wagonwork Collision Center will contribute up to 2% of your annual compensation to your Plan account each December 31, provided you remain employed through December 31.

CONFIDENTIALITY

Agreement Concerning Trade Secrets

During the term of your employment and in the course of the discharge of your duties at Wagonwork Collision Center, you may have access to and become acquainted with confidential information concerning the operations of Wagonwork Collision Center, including financial, personnel, sales, planning (strategic), customer, vendor and other information that we own and regularly use in the operation of our business and that this information constitutes our Trade Secrets.

You shall not disclose any such Trade Secrets, directly or indirectly, to any other person or use them in any way, either during or after your employment with Wagonwork, except as required in the course of your employment with the Company or as may be expressly approved in advance in writing by the President of the Company.

All files, records, documents, equipment and similar items relating to the Company's business, whether prepared by you or others, are and shall remain exclusively the property of the Company and may be removed from the premises of the Company only with the express prior written consent of the Company's President.

Upon the termination of your employment, or at the request of the Company, you must return any and all files, records, documents, equipment and similar items for which permission you are your removal from the Company's premises may have been given previously. You will neither make nor allow to be made or retained by anyone any copies, duplicates, abstracts, summaries or other compilation or recordation of any Trade Secrets.

ELECTRONIC COMMUNICATIONS POLICY

Appropriate use of Equipment

Wagonwork Collision Center provides PC's, laptops, servers, telephones, video players, televisions and other equipment as tools for your use in providing services to our customers. This equipment is not for your personal use. Personal or inappropriate use of the equipment, including installing non-business related software such as inappropriate screen savers, could result in disciplinary action up to and including termination of employment. Wagonwork Collision Center communication systems are not to be used for commercial ventures, religious or political causes, outside organizations or other personal matters. The Company will monitor use of this equipment at any time or may assign another employee to use this equipment at any time.

Internet Access

Access to the Internet is also only available for business purposes. Misuse of the Internet, including access of inappropriate adult, gambling or other non-business related web sites, can result in disciplinary action up to and including termination of employment. The Company actively monitors employee access to the Internet.

Screen Savers

You may not display on the Company's computers any sexually explicit or other inappropriate messages, cartoons or other material that is or may be construed as offensive to others based on race, national origin, sex, age, disability, religious creed, military status or other protected classification under federal, state and/or local laws. Such display is strictly prohibited and will result in disciplinary action up to and including termination of employment.

Voice and Electronic Mail

Voice and electronic mail may also be provided to you to facilitate the business of the Company. It is to be used for business purposes only. The voice and electronic mail and other information systems are not to be used in a way that may be disruptive, offensive to others or harmful to morale.

Specifically, it is against Company policy to access, display or transmit inappropriate messages or materials. Therefore, any such transmission or use of voice mail, e-mail or any other Company property that contains sexually explicit messages, ethnic slurs, racial epithets or any other messages or materials that may be construed as harassment or offensive to others based on their race, national origin, sex, age, disability, religious creed, military status or any other classification protected by federal, state and/or local laws is strictly prohibited and will result in appropriate disciplinary action up to and including termination of employment.

You should use the information systems only for Company business. You should not use the voice and e-mail systems to solicit others for commercial ventures, religious or political causes, outside organizations or other personal matters unrelated to your job.

For privacy reasons, you should not attempt to gain access to another files of voice or e-mail messages stored on Company equipment not assigned for your use without express permission. However, the Company reserves the right to enter an employee's voice mail and e-mail files in its sole discretion. Misuse of voice and electronic mail includes but is not limited to inappropriate messages, chain letters or sexual, racial or other offensive or harmful messages or material. The Company will, from time to time, monitor any voice or electronic mail and take appropriate disciplinary action for violations of this policy, including termination of employment.

Ownership of Information

All information generated by employees or consultants while paid by the Company is the property of Wagonwork Collision Center and will be protected by the Company as confidential information and a trade secret. Confidential or trade secret information is defined as all items, materials and information (whether or not reduced to writing and whether or not patentable or copyrightable) which belongs to Wagonwork Collision Center and which are related to the present or future business of Wagonwork Collision Center and which are kept confidential and secret by the Company. Confidential information includes, but is not limited to, trade secrets, financial and pricing information relating to purchasing, data or statements, the existence and contents of contracts, existing and future business plans, marketing plans and strategies, vendor, supplier, or customer lists and requirements, and computer data, employee information and business know-how. The failure to designate particular information as confidential and/or proprietary shall not preclude any later claim by Wagonwork Collision Center that such information is confidential and proprietary. This includes information generated outside the Company premises if the information is part of the Company's business activities. The Company reserves the right to enter any Company computer files, disk drives, electronic mail, and other forms of information. Employees are required to assist the Company in the retrieval of information that may be needed for business activities.

Security of Equipment

Inappropriate or unauthorized access of information from, or adding data, software, etc., to, Company equipment, including PCs, files, desks or on the servers is strictly prohibited and will result in appropriate disciplinary action, including termination of employment.

SAFETY

A good safety record is the result of safe working conditions combined with alertness to common sense safety practices by all employees.

All employees are required to comply fully and at all times with all workplace safety and health laws, rules, regulations and instructions of Wagonwork Collision Center and of the various federal, state and local governmental agencies having jurisdiction over such matters. Failure to comply will result in appropriate disciplinary action, including termination of employment.

Fires in a facility like ours with flammable materials can be tragic, resulting in severe personal injury and property damage. You should be alert for fire hazards and should immediately report to your supervisor any actual or potential fire hazard, such as accumulation of combustible materials, faulty electric fixtures, etc. Fires should be reported immediately. We will conduct periodic mandatory fire drills and safety sessions for your continued safety.

PREMISES SECURITY

For security purposes, all Wagonwork Collision Center employees are issued building access cards and instructed on proper use for entering and leaving the building. This card is your personal responsibility. If your access card is lost or damaged, you must report the loss immediately to your Human Resources Department. You must pay a fee for its replacement. At the conclusion of your employment, or at any time at the request of the Company, you must surrender this access card. Do not permit non-employees access to the premises by use of your

access card or lend your card to other employees. All visitors must enter through the reception area and be escorted at all times.

You may obtain any necessary keys from your Human Resources Department. You should return these keys to your Human Resources Department when you no longer need them, at the request of the Company or upon the termination of your employment. Do not exchange keys with co-workers or make duplicate keys; all keys should be distributed directly through your Human Resources Department. New keys will be issued if needed. If you lose a key, you should report the loss to your Human Resources Department immediately. You must pay a fee for a replacement key.

SNOW AND HAZARDOUS WEATHER

Generally, you should adhere to your regular work schedule without regard to weather conditions. When weather conditions inhibit the flow of traffic, you should try to get to work on time by leaving home earlier than usual and traveling via the safest route under the weather conditions.

If weather conditions become hazardous, however, we will permit you to choose to take PTO or time off without pay, but you must discuss the situation with your supervisor to obtain advance authorization to remain away from work or to leave early.

WORKPLACE VIOLENCE POLICY

We are strongly committed to providing you a safe workplace by minimizing the risk of personal injury to you and of damage to Company property. We expect and encourage you to exercise reasonable judgment in identifying potentially dangerous situations and informing management accordingly. We specifically discourage you from engaging in any physical confrontation with a violent or potentially violent individual.

Prohibited Conduct

The Company will not tolerate threats, threatening language or any other acts of aggression or violence made toward or by any Company employee or anyone on Company property. If you witness or experience a threat or violent behavior, please follow the reporting procedure immediately. For purposes of this policy, a "threat" includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, possession of weapons in the workplace or while engaged in Company business, stalking or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose or with the effect of domination or intimidation.

Procedures for Reporting a Threat

You should report immediately all threats or violence by or to co-workers or others or on Company to your supervisor or to any other member of management with whom you feel comfortable. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation or discipline as a result of reporting a threat in good faith under this policy. If you experience or witness retaliation, you should report it immediately to any member of management.

If an investigation confirms that a threat or violence has occurred, the Company will take appropriate corrective action with regard to the offending person including immediate termination of employment or contacting appropriate law enforcement officials.

If you experience or become aware of a threat made by anyone connection with Wagonwork Collision Center or you have other reason for concern for your safety, please follow the steps detailed in this section and notify appropriate law enforcement authorities. It is important for us to be aware of any potential danger in our workplace. We want to take every precaution to protect everyone from the threat of a violent act. If you have any questions about this policy, please speak with your Human Resources Department

ACCIDENTS ON COMPANY PREMISES

You must immediately report to your supervisor any accident or injury on Company premises, whether it involves a guest or an employee. For your own safety and the safety of our guests and other employees, please do not attempt to give medical aid. Seek the assistance of a supervisor immediately. In addition, please remember that only the supervisor can answer questions about the Company's liability to injured guests. Please direct those asking questions to a supervisor.

If you are injured on the job, you will usually be entitled to worker's compensation benefits. Wagonwork Collision Center carries workers' compensation insurance and will assist you in obtaining all benefits to which you are entitled.

You may be treated by your own doctor for any job-related injury if you notify the Company in writing of the name of your personal physician before you are injured. This notice should be provided to your Human Resources Department. Your "personal physician" means a licensed physician or surgeon who has treated you in the past and who keeps your medical records. Otherwise, the Company will refer you to a local physician for medical care. After 30 days from the date your injury is reported, you may see the physician of your choice. You may submit one written request at any time to change this designated physician, and the Company will honor that request five working days after receiving your request.

SOLICITATION AND DISTRIBUTION

Working time is for working. Any activity that would interfere with the work of any employee or divert an employee's attention away from his or her work is distracting, potentially unsafe and always prohibited.

Solicitations by employees are permitted only during break time, meal periods and before and after work if the employees are authorized to be on Wagonwork Collision Center property. Solicitations of any kind are strictly prohibited during the working time of either the employee soliciting or the employee being solicited.

The distribution of any materials is prohibited in all work areas. Distribution of literature and other materials by employees is permitted only during non-working time or non-work areas, such as parking areas or the break rooms.

Outside vendors of supplies are prohibited from soliciting or distributing literature anywhere on Wagonwork Collision Center property except when they are transacting business with purchasing personnel. If you are approached by a vendor for solicitations or distributions of materials, or witness another employee's being so approached, in violation of this policy, you should direct the vendor to the official who handles purchasing.

As an employee, you are authorized to be on Wagonwork Collision Center property only during your regularly scheduled work time unless authorized in advance by your supervisor or administrator for business reasons.

Wagonwork Collision Center maintains various communication systems to communicate information to our employees and to disseminate or post notices required by law. The rules governing employee use of these systems are contained in the Electronic Communications Policy, which is set out in this handbook. The Electronic Communications Policy is incorporated into this Policy by reference.

Employees violating this policy will be subject to disciplinary action, up to and including termination of employment.

SMOKING

Wagonwork Collision Center regulates smoking on the premises for health and safety reasons. Smoking is prohibited in all indoor locations on Company property. Smoking is permitted at appropriate locations at 10:00 am and 3:00 pm breaks, before hours, during lunch and after hours. Smoking is permitted only in the designated smoking area. **NO SMOKING IS ALLOWED IN ANY OTHER PART OF THE COMPANY PREMISES AT ANY TIME.** This policy applies to everyone on Wagonwork Collision Center property for any reason. Please report violations immediately to your supervisor.

GENERAL RULES OF CONDUCT

Any group of people working together must abide by certain rules of conduct based on honesty, good taste, fair play and safety. This is essential if everyone is to work together efficiently.

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

- Any violation of Company policy, rules or guidelines;
- Any act of dishonesty;
- Threatening, engaging in or provoking any act of violence;
- Damaging Company property or the property of another;
- Any act of insubordination;
- Any possession, use, being under the influence, sale or offering of alcohol or drugs on Company premises or while engaged in Company business;
- Possession of weapons of any kind on Company property or while engaged in Company business;
- Damage to or misuse of Company property or removal of Company property from the premises without advance authorization.

We will investigate and address violations of these rules of conduct and any other violations of Company policy on an individual basis. Pursuant to our at-will employment policy, the Company reserves the right to determine appropriate discipline in a particular instance. Disciplinary action may include oral or written warnings, suspension, demotion, change in employment terms, probation or termination of employment. Nothing in this handbook should be construed as a promise of specific treatment in a given situation or a modification of the at-will employment relationship.

EMPLOYMENT REFERENCE POLICY

All requests for employment references must be directed to your Human Resources department. No other manager, supervisor or employee is authorized to release references for current or former employees. The Company maintains a reference policy which only permits prospective employers to confirm dates of employment, positions held, job responsibilities and general compensation information (specific compensation information is only released with written permission from the former employee) unless required by law or approved in advance in writing by the employee.

A FEW CLOSING WORDS

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

Again, welcome to Wagonwork Collision Center.

RECEIPT OF EMPLOYEE HANDBOOK

Today I received a copy of the Wagonwork Collision Center Employee Handbook. I agree to read the handbook and to comply with the various policies and practices of Wagonwork Collision Center. I understand that neither this Employee Handbook nor any other communication by a management representative is intended to in any way create a contract of employment, either express or implied, for any fixed period or term of employment and that the Company and I each have the right to modify or end our employment relationship for any reason at any time, with or without reason, notice or cause. I further understand that this is the full and complete agreement between the Company and me regarding the terms or duration of employment, superseding any inconsistent agreements, and that this at-will status may not be altered, except in writing signed by both me and the President of the Company.

I also understand that any rules, policies and benefits described in the employee handbook may be modified or varied from by the Company at any time, except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by both parties.

Date

Print your name

Social Security Number

Signature

Please sign and return this signature page to your Supervisor.

This will be included in your corporate personnel file.

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Date

Print your name

Social Security Number

Signature

Please sign and return this signature page to your Supervisor.

This will be included in your corporate personnel file.

RECEIPT OF WAGONWORK COLLISION CENTER

ANTI-HARASSMENT POLICY

I acknowledge that I have received a copy of Wagonwork Collision Center No Harassment Policy (the "Policy"). I have read it, understand it and agree to follow it. I understand that any employee who engages in conduct prohibited by the Policy will be subject to disciplinary action, up to and including discharge.

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

Name Printed

Signature

Date

Please sign and return this signature page to your Supervisor.

This will be included in your corporate personnel file.

RECEIPT OF WAGONWORK COLLISION CENTER

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Name Printed

Signature

Date

Please sign and return this signature page to your Supervisor.

This will be included in your corporate personnel file.

Wagonwork Collision Center Equipment Agreement

I acknowledge receipt of the following equipment from Wagonwork Collision Center:

Date:	Description of Equipment:	Equipment Identification Number(s):
_____	_____	_____
_____	_____	_____
_____	_____	_____

By my signature below, I represent that I understand and agree that, with respect to any equipment given to me by Wagonwork Collision Center,:

- the security of the equipment is my personal responsibility;
- I must return the equipment upon request;
- I am the only authorized user of the equipment;
- I will use the equipment authorized Wagonwork Collision Center purposes;
- I will promptly provide any requested information about the equipment, including its use, location or condition;
- my failure or delay in providing requested information may result in Wagonwork Collision Center's reporting the uses as wages to me;
- any unauthorized or unsupported use of this equipment is a "Personal Expense" under this Agreement and shall be repaid to Wagonwork Collision Center immediately;
- in the event of my failure to provide any requested information or to repay Wagonwork Collision Center as provided above, I agree and request that Wagonwork Collision Center withhold or deduct from any payments due to me by Wagonwork Collision Center, specifically including salary and wages, the full amount of the Personal Expense (as defined in this Agreement) and any incidental cost of collection or interest incurred by Wagonwork Collision Center;
- any violation of the terms of this Agreement will result in appropriate disciplinary action, including the termination of my employment, surrender of the equipment and the repayment of all Personal Expenses, plus applicable interest and costs of collection by Wagonwork Collision Center and
- Wagonwork Collision Center is issuing this equipment to me based on my agreement to comply with the terms of this Agreement.

Employee Signature (Date)

Name Printed

Signature on behalf of (Date)
Wagonwork Collision Center

Name and Title Printed

Wagonwork Collision Center Equipment Agreement

I acknowledge receipt of the following equipment from Wagonwork Collision Center:

Date:	Description of Equipment:	Equipment Identification Number(s):
_____	_____	_____
_____	_____	_____
_____	_____	_____

By my signature below, I represent that I understand and agree that, with respect to any equipment given to me by Wagonwork Collision Center,:

- the security of the equipment is my personal responsibility;
- I must return the equipment upon request;
- I am the only authorized user of the equipment;
- I will use the equipment authorized Wagonwork Collision Center purposes;
- I will promptly provide any requested information about the equipment, including its use, location or condition;
- my failure or delay in providing requested information may result in Wagonwork Collision Center's reporting the uses as wages to me;
- any unauthorized or unsupported use of this equipment is a "Personal Expense" under this Agreement and shall be repaid to Wagonwork Collision Center immediately;
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- any violation of the terms of this Agreement will result in appropriate disciplinary action, including the termination of my employment, surrender of the equipment and the repayment of all Personal Expenses, plus applicable interest and costs of collection by Wagonwork Collision Center and
- Wagonwork Collision Center is issuing this equipment to me based on my agreement to comply with the terms of this Agreement.

Employee Signature (Date)

Name Printed

Signature on behalf of (Date)
Wagonwork Collision Center

Name and Title Printed

WAGONWORK COLLISION CENTER

Agreement Concerning Trade Secrets

1. Employee acknowledges and agrees that during the term of his/her employment and in the course of the discharge of his/her duties. Employee may have access to and become acquainted with confidential information concerning the operations of Wagonwork Collision Center (“Employer”), including without limitation, financial, personnel, sales planning, (including, without limitation acquisition targets) customer, vendor and other information that is owned by Employer and regularly used in the operation of Employer’s business and that this information constitutes Employer’s trade secrets.
2. Employee agrees that he/she shall not disclose any such trade secrets, directly or indirectly, to any other person or use them in any way, either during the term of this Agreement or at any other time thereafter, except as required in the course of his/her employment with Employer.
3. Employee further agrees that all files, records, documents, equipment and similar items relating to Employer’s business, whether prepared by Employee or others, are and shall remain exclusively the property of Employer and that they shall be removed from the premises of Employer only with the express prior consent of Employer’s President.
4. Upon the termination or cessation of Employee’s employment, Employee shall return to the premises of the Employer any and all files, records, documents, equipment and similar items for which permission for removal from the Employer’s premises may have been given previously and Employee shall neither make nor allow to be made or retained by anyone any copies, duplicates, abstracts, summaries, or other compilation of any such material.
5. Nothing contained in this Agreement shall in any way alter the at-will employment relationship between Employer and Employee.
6. Employee agrees that any hardware accumulated during employment period (ie. clips, nuts, bolts, etc.) are considered property of Wagonwork Collision Center. In the event of termination of employment these items will remain the property of Wagonwork Collision Center.

Employee

Date

Witness

Date

WAGONWORK COLLISION CENTER

Agreement Concerning Trade Secrets

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Employee

Date

Witness

Date

WAGONWORK COLLISION CENTER

Company Property & Uniforms

The Company may not make any deductions from an employee's wage or require any reimbursement from an employee for any breakage or loss of equipment of uniforms, unless it can be shown that the breakage or loss is caused by a dishonest or willful act, or by the gross negligence of the employee.

In the course of employment, certain employees of the Company may be furnished work-related equipment and uniforms. Any employees receiving such items shall return each and all of the same to the company in good condition, reasonable wear and tear excepted, at the termination of his or her employment for any reason. If such item is not returned on time, the reasonable value of such item may be claimed against such employee and that the employee agrees that such reasonable value may be deducted from such employee's pay. No deductions shall be made at any time for normal wear and tear.

There will be a uniform start up fee of _____ to be payroll deducted _____ per week for a period of _____.

Authorization of Deduction

I understand that upon termination I must return all work-related equipment and uniforms issued to me by the Company to my supervisor, except for any general office supplies which are to be left in the appropriate desk. I authorize the deduction from my last paycheck the cost of all work-related equipment and uniforms which I do not return.

Employee Signature _____ Date _____

Date Terminated _____

Employee returned all items issued except those listed below on _____.
(List items not returned and cost to be charged)

Total cost to be charged from employee's last paycheck: \$ _____

Supervisor's Signature _____ Date _____

WAGONWORK COLLISION CENTER

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