

TMC
DISPUTE RESOLUTION POLICY
(Effective March 24, 2011)

Beginning April 1, 2008 (the "Effective Date"), TMC, its affiliates and related companies (collectively referred to herein as "TMC") will implement this Policy for Dispute Resolution (the "Policy"), which sets forth the procedures for pursuing a claim in arbitration involving any dispute arising out of or in any way related to your employment with TMC. Please read all of the information contained in this packet. If you have any questions about the Policy, please contact the Vice President of Human Resources at 1-888-836-5151. In exchange for TMC's agreement to resolve employment disputes with you under the terms and conditions of this Policy, and as a condition of continued employment, this Policy will apply to all current and future employees. Employees should sign and return the Employee Acknowledgment within five (5) business days after receiving this Policy.

By continuing or beginning employment after the Effective Date of this Policy, you agree that this Policy will be the sole means of resolving those employment disputes described in Section B, which begins on page 2. Additionally, by signing and returning the Acknowledgment, you acknowledge that you have received all information relating to this Policy, that you understand the Policy and that those employment disputes described herein shall be resolved pursuant to the terms of the Policy. Nothing contained in this document or any document referred to in this document can be construed to alter your at-will employment status. By providing that this Policy does not alter any at-will employment status, the rights of both TMC and its employees to terminate the employment relationship at any time, for any reason, with or without prior notice, have been protected and preserved.

A. ARBITRATION - THE KEY TO THE DISPUTE RESOLUTION POLICY

In the hope of providing a better mechanism for resolving disputes between TMC and its employees, TMC has implemented this Policy. The main advantage of the Policy is that it involves arbitration. Arbitration is a less formal method for working out problems that may arise between an employer and employee. Under this Policy, an employer and employee involved in a dispute will sit down together with a single neutral third party known as an arbitrator and present their arguments. No jury is present. The arbitrator may interview witnesses and review documents. Prior to arbitration, discovery may be conducted whereby TMC and the employee exchange information in order to find out more about each other's concerns in the dispute. Finally, the arbitrator's award, which is final and binding, may be enforced or set aside through a court of law as permitted by Rule 15 of Section G of this Policy (see page 11).

A key advantage of arbitration is that the arbitrator resolves the employment dispute. Under TMC's policy, the arbitrator is selected from a list provided by the American Arbitration Association ("AAA"), an organization that provides arbitration services to employees and employers. Arbitrators from AAA will conduct all arbitration hearings under TMC's Policy as outlined in this Policy.

B. WHAT IS COVERED BY THE DISPUTE RESOLUTION POLICY?

The Policy will cover all disputes arising out of your relationship with TMC (collectively referred to herein as "Claims"), regardless of whether such disputes pertain to events that took place prior to the Effective Date¹ and including, but not limited to, the following:

- Tort claims, which include claims that involve claims of negligence, gross negligence, intentional infliction of emotional distress, libel, slander, invasion of privacy, assault and claims involving unlawful bodily injury or injury to your property or reputation for which compensation may be obtained;
- Any claims based on public policy; claims involving prohibited employment discrimination or harassment of any form, including, but not limited to, race, color, sex, age, disability, religion, or national origin;
- Retaliation claims (including, but not limited to, claims under federal, state or local laws prohibiting retaliation against employees who have made claims of discrimination or harassment, state laws prohibiting retaliation against employees who have been injured on the job and/or pursued a claim for workers' compensation benefits and federal, state or local "whistleblower" laws);
- Claims regarding wages or other compensation due under the Fair Labor Standards Act (including claims under the Equal Pay Act), including, but not limited to, claims for non-payment or untimely payment of wages and overtime and claims for improper deductions, setoffs, or assignments from wages, garnishments and bonuses; violations of the Uniformed Services Employment and Reemployment Rights Act of 1994; violations of the Family and Medical Leave Act; and violations of the Workers' Adjustment and Retraining Notification Act;
- Other claims for violation of any federal, state or local constitution, statute, ordinance or regulation;
- Claims related to on-the-job injuries if, for any reason, such claims are found not to be within the scope of claims compensable through the applicable workers' compensation system;
- Claims arising out of or in any way related to benefits provided or any denial of benefits requested pursuant to any employee benefit plan if, for

¹ As explained in the next paragraph of this Section B, however, this Policy shall not apply to those Claims as to which an employee has filed an administrative charge or civil proceeding, *e.g.*, lawsuit, prior to the Effective Date.

any reason, such claims are found not to be within the scope of claims required to be arbitrated pursuant to such employee benefit plan; and

- Any breach of contract claims or any violations of the provisions of this Policy.

Claims which are **NOT** covered by this Policy and which must be pursued in their appropriate forums are claims for unemployment benefits; claims for workers' compensation benefits; claims by TMC, its affiliates or assigns, for injunctive or equitable relief (including, but not limited to, claims for unfair competition or the use or unauthorized disclosure of trade secrets or confidential information); claims under the National Labor Relations Act; claims under the Employee Retirement Income Security Act; claims by TMC or its employees made to and prosecuted by appropriate law enforcement officials; Claims as to which the employee has filed an administrative charge or civil proceeding, *e.g.*, lawsuit, prior to the Effective Date; and such claims as to which federal, state or local law expressly forbid adjudication by way of arbitration.

Class actions shall only be allowed upon the agreement of all of the parties to the action. In the event the parties agree to permit claims under this Policy as a class action, the Federal Rules of Civil Procedure shall apply to the certification and administration of the class. If the parties elect not to proceed as a class, each employee or TMC, as the case may be, shall be required to pursue any claims on an individual basis under this Policy.

By seeking, continuing or beginning employment after the Effective Date, you are agreeing that this Policy shall be your exclusive remedy for challenging employment actions and seeking redress for all claims covered by this Policy. In so agreeing, you are also waiving your right to seek any remedy for those claims covered by this Policy outside of the complaint and arbitration procedures established by this Policy. In other words, you maintain your right to assert all claims that you could ordinarily assert against TMC, but you waive your right to assert and seek a remedy for those claims covered by this Policy in any forum (including state and federal courts and any jury trials in those courts) other than that created by this Policy. **Additionally, while you are free to file a charge with an administrative agency alleging a claim covered by this Policy, by continuing or beginning your employment after the Effective Date, you have waived your right to any recovery for those claims covered by this Policy other than a recovery provided under the terms of this Policy, whether or not you actually receive an award for your claims under the procedures established in this Policy.** This Policy, including its provisions for final and binding arbitration of all disputes between TMC and you, shall remain in effect beyond the termination of any employee asserting claims arising out of his/her employment with TMC. Therefore, all references to "employee" contained within the Policy and Rules shall include former employees, as well as those on leave. Furthermore, and in exchange for TMC's agreement to consider applicants for employment, all references to "employee" within the Policy shall also include job applicants. Finally, because this Policy is intended to simplify and expedite the resolution of all employment-related claims between TMC and you, both you and TMC agree that where claims identified in this Section are asserted

against TMC and/or any other current or former employee(s) of TMC for conduct arising from or related to the complaining employee's employment, those claims shall be pursued under the terms and conditions of this Policy.

C. HOW TO USE THE DISPUTE RESOLUTION POLICY

TMC wants to treat every employee, regardless of position, with respect and in a fair and just manner. It is important that any employment problem you may have be resolved as quickly and as fairly as possible. Therefore, **if you are having a job-related problem, this is what you should do:**

Step 1: Your immediate supervisor is typically in the best position to help you work out a solution to a work-related problem. For this reason, you should normally direct all questions or problems to your supervisor. A complaint under this Policy shall be initiated by an employee by completing an "Employee Complaint Form" (which may be obtained from the Human Resources Department or through TMC's intranet) and submitting the completed Form to his/her supervisor. Your supervisor will review the Employee Complaint Form and advise you of his/her decision within fourteen (14) calendar days of his/her receipt of the Employee Complaint Form. **NOTE: In cases involving the termination of an employee's employment, the affected employee should begin at Step 3. Additionally, if an employee has reported alleged harassment in accordance with TMC's Anti-Harassment Policy and pursued his/her concerns through all avenues provided under the Anti-Harassment Policy, the affected employee should begin at Step 5. Finally, if you are employed as the President/Chief Executive Officer, you should begin this process at Step 5. Relatedly, if you are employed in a position that reports directly to the President/Chief Executive Officer, e.g., Vice President of Finance, Vice President of Operations, Vice President of Human Resources, Vice President of Compliance, Communications Manager, Board Secretary, or Administrative Assistant, or a position that reports directly to such a position, you should initiate a complaint at Step 1 and then, if necessary, Step 5.**

Step 2: If you have not reached a suitable resolution to your problem after talking with your supervisor, or if you feel that you cannot discuss the problem with your supervisor, you should submit the completed Employee Complaint Form to your supervisor's supervisor.² **If you have any questions regarding the person to whom you should submit your Employee Complaint Form, please contact the Vice President of Human Resources at 1-888-836-5151.**

² Because TMC's management structure differs depending upon the program for which, or the location at which, an individual is employed, it is impossible to identify the "supervisor's supervisor" by job title. By way of example, an individual employed as a teacher for the Head Start program will typically be supervised (for purposes of Step 1) by the Center Manager, and the "supervisor's supervisor" (for purposes of Step 2) will typically be the Regional Administrator. An individual employed at TMC's corporate office as a bookkeeper may be supervised (for purposes of Step 1) by his/her Department Head, and the "supervisor's supervisor" (for purposes of Step 2) will typically be the Vice President of Finance.

Your supervisor's supervisor will review the Employee Complaint Form and advise you of his/her decision within fourteen (14) calendar days of his/her receipt of the Employee Complaint Form.

Step 3: If you are unsatisfied with the decision of your supervisor's supervisor from Step 2, contact the Vice President of Human Resources within fourteen (14) business days after the date that you received the decision from Step 2; failure to do so within this period of time will bar further participation in the complaint procedure and will prohibit participation in the Arbitration Phase of this Policy. After hearing from you, a Committee of Human Resources Managers will review your Employee Complaint Form and the decision of the supervisor's supervisor. If the Committee of Human Resources Managers, and a committee of HR Managers from risk management staff will review employees complaint when it gets to Step 3 of dispute resolution find it necessary, they may request a meeting with you. After reviewing the Employee Complaint Form, the decision from Step 2 and, possibly, meeting with you, the Committee of Human Resources Managers will make a final decision regarding your complaint, which will be communicated to you in writing within fourteen (14) calendar days of receipt of your Employee Complaint Form.

Step 4: If the problem has not been resolved to your satisfaction after receiving the written decision from Step 3, you may choose to appeal this decision to the President/CEO. The President/CEO will have fourteen (14) calendar days to review your appeal.

Step 5: After receiving the decision of your appeal from the President/CEO, if you are not satisfied with the decision you may choose to invoke the Arbitration Phase of the Policy by completing the "Request for Arbitration" section of the Employee Complaint Form and submitting it to the Vice President of Human Resources **The Request for Arbitration must be received by the Vice President of Human Resources not later than fourteen (14) calendar days after the date of the written decision from Step 3 or 4. If you do not submit the Request for Arbitration to the Vice President of Human Resources within this period of time, further consideration of your complaint will end, and your right to participate in the Arbitration Phase will be lost.** Following timely submission of the Request for Arbitration form, the Arbitration Phase will proceed as follows:

- (a) You begin the process by paying a \$125 filing fee. In extraordinary circumstances, and upon request by an employee in the "Request for Arbitration" form, TMC may waive the filing fee.
- (b) TMC will contact AAA and any other necessary persons.
- (c) AAA will provide you and TMC with the names of neutral candidates to serve as arbitrator for your claim.
- (d) You and TMC will then alternately remove the names of arbitrators until a single arbitrator remains.

- (e) Discovery will be conducted as stated in the Rules of the Arbitration Phase of the Dispute Resolution Policy.
- (f) A date for arbitration will be selected that is convenient for you and TMC.
- (g) All arbitrations shall be held in the metropolitan area in which the employee primarily works, a metropolitan area of the parties' mutual agreement or, if the parties cannot agree, in the capitol of the state in which the employee's principal place of employment is located.
- (h) An arbitration hearing will be held, a final and binding decision will be made, and you will receive a copy of the arbitrators' decision regarding your claim.

All employees initiating a complaint and/or arbitration under this Policy must do so within the period of time provided under the applicable state or federal statute of limitations for the claim brought; in other words, employees must participate in Step 1 (or such other Step as is appropriate under the circumstances described above) within the period of time provided by the state or federal statute of limitations governing the employee's claim. The making of a complaint within this period is a requirement to any arbitration proceeding under this Policy. Failure to initiate a complaint within the applicable period will result in a loss of the right to participate in the proceedings permitted under this Policy and, therefore, will result in a loss of the right to seek a resolution of the concern.

Additionally, although TMC has agreed to resolve any disputes, including employment disputes, with employees through this Policy, this Policy shall in no way be considered as, or have the effect of, limiting management's prerogative to manage the business through implementation of policies that it, through its sole discretion, finds necessary. If an employee has a dispute with the application of any policy, he/she may seek a resolution as permitted by this Policy, but TMC shall not be required to seek ratification or approval of policy decisions through this Policy before implementation, and this Policy shall not be construed so as to allow the repeal or change of policies implemented by management. Of course, an arbitrator shall have the authority to find that a policy has a discriminatory impact or that a policy was applied in a discriminatory manner, and to order such relief as may be permitted by law. Finally, where TMC has a dispute with an employee, it will begin resolution of its complaint at Step 5 by submitting a completed Request for Arbitration Form to the Vice President of Human Resources who will notify the affected employee by providing him/her with a copy of the completed Form; in such a case, the employee will not be required to pay the filing fee.

TMC's failure to meet the deadlines identified in this Policy shall not be deemed a waiver of TMC's right to require arbitration of the affected employee's claim(s). If TMC does not respond within the deadlines provided in this Policy and the employee wishes to pursue the complaint further, the employee must pursue his/her claim to the next Step within fourteen (14) calendar days of the deadline by which TMC should have provided its written response in order to preserve his/her right to eventually seek arbitration of that matter.

In the event that TMC and an employee are able to resolve the subject of a complaint at any of the Steps identified herein, including resolution prior to the

arbitration hearing (whether through the required mediation or otherwise), the parties shall identify the terms of the resolution in the space provided on the Employee Complaint Form or through a settlement agreement that provides for a release of any and all claims related to or arising from the issue made the basis of the complaint.

D. COSTS OF THE ARBITRATION POLICY FOR DISPUTE RESOLUTION

Because this Dispute Resolution Policy is designed to save time and money for both the employer and employee, the process of requesting arbitration has purposely been made fairly simple. In order to begin the Arbitration Phase of the Policy, you, as the employee, must pay a \$125 filing fee, unless TMC has waived the fee as stated in Step 5(a) (see page 5). TMC will then pay all of the remaining fees and other costs of the arbitration proceeding, *e.g.*, arbitrator fees and administrative fee for AAA, subject to its right to request reimbursement of those amounts as a prevailing party. This agreement to pay for all costs and fees associated with the arbitration does not include any costs or fees related to an employee's hiring of an attorney to represent him/her in the proceeding, except as provided in Section E, below. Additionally, the costs associated with or related to engaging in any form of discovery permitted under this Policy shall be paid by the party incurring those costs, though the prevailing party may seek recovery of costs as permitted by the Federal Rules of Civil Procedure.

E. REPRESENTATION BY AN ATTORNEY

Employees are permitted to hire an attorney to represent them during the Arbitration Phase, however, arbitration does not generally require a lawyer to participate. If you do hire a lawyer to assist you in the arbitration, you must pay all of your own legal fees, although the arbitrator may award the prevailing party (whether TMC or you) reasonable attorneys' fees as part of the final decision where permitted by law. Further, you must provide notice to TMC as required by the Rules of the name, address, phone and fax number of your attorney.

F. RETALIATION PROHIBITED

All documentation and correspondence pertaining to any complaint or arbitration raised through this Policy will be kept apart from your personnel file. Additionally, you need not be concerned that you will be retaliated against for taking advantage of this Policy. TMC has created this Policy to provide a fair and less costly alternative to other methods through which employers and employees typically resolve their disputes. You will not be disciplined in any way or discharged for using this Policy. However, you should realize that you may still be disciplined for reasons unrelated to your claim under the Policy and despite the fact that you may be involved in arbitration of a claim under the Policy. If you believe that you have been retaliated against for asserting a claim as provided in this Policy, you should contact the appropriate Human Resources representative or the Vice President of Human Resources.

G. RULES OF THE ARBITRATION PHASE OF THE DISPUTE RESOLUTION POLICY

(1) Within fourteen (14) calendar days of submitting a Request for Arbitration to the Vice President of Human Resources and paying the processing fee, a party wishing to invoke the Arbitration Phase of the Dispute Resolution Policy must submit to the Vice President of Human Resources or an attorney designated by TMC, a completed "Description of Dispute" form in sufficient detail to inform TMC of the type of the dispute, the names, addresses and telephone numbers of any individuals with knowledge of the dispute, what you believe would resolve the dispute and the name, address and telephone number of the party's attorney, if any. **Failure to timely submit a completed Description of Dispute form will result in loss of the right to invoke the Arbitration Phase of the Policy.** The time limit for submitting a written description may be extended by the arbitrator for what he/she finds is good reason.

(2) All disputes submitted to the Arbitration Phase will be resolved by a single arbitrator. The arbitrator shall be chosen from a panel of potential arbitrators provided by AAA in accordance with the following procedure: AAA shall give the employee and TMC a list of nine (9) arbitrator candidates. The employee and TMC will attempt to first agree as to the selection of an arbitrator. If the parties are unable to agree as to the selection of an arbitrator, the parties will alternately remove names from the list of arbitrator candidates until one (1) name remains. The determination of which party shall remove a name first shall be made by the employee. The name(s) of the chosen arbitrator will be submitted to AAA within fourteen (14) calendar days of the receipt of the employee's Description of Dispute form.

(3) The arbitrator shall be authorized to exercise only the powers specifically outlined in this Policy and to decide the dispute in accordance with the applicable laws. The arbitrator shall not have any authority to modify the powers granted to him/her by the Rules of the Arbitration Phase of the Policy. Any conflict between the rules and procedures of AAA and those stated in this Policy shall be resolved in favor of these Rules.

- (a) The arbitrator shall have the exclusive authority to determine the arbitrability of any dispute which the employee or the employer believes is subject to the Policy.
- (b) The arbitrator shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the Policy, including but not limited to any claim that all or part of the Policy is void or voidable. The arbitrator shall have the authority under this subparagraph to revise (in a manner consistent with the parties' intent) any term or provision found by the arbitrator to be invalid or, where such revision is impossible, to sever such term or provision, thereby permitting the remaining provisions of this Policy to be enforced.

- (c) The arbitrator shall have authority to hear and rule on pre-hearing disputes and are authorized to hold pre-hearing conferences by telephone or in person as the arbitrator deems necessary. The arbitrator shall also rule on any motion for summary judgment submitted by either the employee or TMC and shall apply the standards governing such motions under Federal Rule of Civil Procedure 56. The time for filing such a motion shall be determined by the arbitrator. The arbitrator will rule on such motions at least ten (10) calendar days prior to the scheduled final hearing date.
- (d) The arbitrator shall have the authority to enter an appropriate sanction under the Federal Rules of Civil Procedure for a party's failure to comply with any of the Rules of Arbitration. Such sanctions may include, but are not limited to, the dismissal of a party's request for arbitration with prejudice to re-filing, striking of any witness or payment of a monetary fine.

(4) In ruling on a motion or a pre-hearing dispute or in reaching a decision, the arbitrator shall apply the governing substantive law (and the law of remedies, if applicable) of the state in which the employee was principally employed during the events made the basis of the claim or federal law, or both, as applicable to the claim or claims asserted. In deciding procedural issues, the Federal Rules of Evidence and the Federal Rules of Civil Procedure shall apply.

(5) A copy of the Description of Dispute form shall be forwarded to the arbitrator within seven (7) calendar days of his/her selection. Within fourteen (14) calendar days following the selection of the arbitrator, the party against whom arbitration is sought will deliver to the party requesting arbitration and to the arbitrator a written response, setting forth an admission or denial to each claim in the written description of the dispute, as well as all counterclaims, third-party claims, and affirmative defenses. The party requesting arbitration will then have fourteen (14) calendar days to submit a written response to any counterclaims asserted by the other party, where such a response would be required by the Federal Rules of Civil Procedure.

(6) Each party shall, no later than the thirty (30) calendar days following the written response of the party against whom arbitration is sought as required by Rule 5, provide the arbitrator and the other party with: (A) a list of documents, data compilations and tangible things likely to have discoverable information relevant to the disputed facts, (B) a copy of all of the documents, data compilations and tangible things listed, (C) the name, address and telephone number of each individual likely to have discoverable information relevant to disputed facts, (D) the name, address and telephone number of each expert witness the party may call during the arbitration proceeding, the subject matter on which the expert may testify the documents, tangible things, reports, models or data compilations that have been provided to, reviewed by or prepared by or for the expert in anticipation of the expert's testimony.

(7) The following forms of discovery permitted by the Federal Rules of Civil Procedure shall be available to the parties: Each party shall be permitted ten (10) oral depositions, which may include a subpoena duces tecum containing no more than twenty requests (including subparts), two depositions on written questions with no more than twenty questions (including subparts), twenty-five interrogatories (including subparts), twenty-five requests for admission and twenty-five requests for production. Upon agreement of the parties or order of the arbitrator (after a written request by a party), the discovery limits established by this Rule may be changed for purposes of that single arbitration proceeding. However, any such change may only increase the type of discovery already permitted; neither the parties nor the arbitrator are permitted to provide for discovery not otherwise permitted. For example, the parties or the arbitrator would be permitted to increase the number of interrogatories to thirty (30) per party.

(8) Not less than fourteen (14) calendar days prior to the scheduled arbitration hearing, each party shall provide the arbitrator and the other party with: (a) a concise statement of their factual and legal positions on the issues, (b) a list of the exhibits upon which that party intends to rely in the arbitration proceeding, (c) a list of the witnesses the party intends to call during the arbitration proceeding, including expert witnesses, and (d) a summary of the expected testimony of each witness. Copies of documents and exhibits identified pursuant to this Rule will be exchanged at the time this information is exchanged if the other party has not received copies during the discovery process.

(9) At the final arbitration proceeding, each party shall be limited to ten (10) witnesses, other than the party himself/herself/itself and expert witnesses, if any; for purposes of this limitation, the chosen corporate representative shall count as TMC, thus allowing ten witnesses in addition to the representative. Upon agreement of the parties or order of the arbitrator (after a written request by a party and a showing of good cause), these limits may be changed for purposes of that single arbitration proceeding.

(10) The arbitration hearing shall commence not more than one hundred and eighty (180) calendar days after AAA is notified of the arbitrator's selection, unless modified by the arbitrator upon a showing of good cause by the party requesting that the hearing be postponed. The date and location shall be determined by the arbitrator, consistent with the provisions of Section C, Step 4, Subsection "g" of this Policy (see page 6).

(11) The arbitrator shall establish the procedure to be followed at the hearing with respect to the presentation of testimony and exhibits. The arbitrator may hear such oral testimony and receive such evidence as is allowed under the Federal Rules of Evidence.

(12) The employee and TMC shall have an opportunity to present a brief opening statement. The party requesting arbitration will then present his/her/its case first, including such witnesses and other evidence which present the party's factual and legal position on the issues. The opposing party will then present his/her/its witnesses and other evidence. The party requesting arbitration will be offered an opportunity to rebut the opposing party's evidence. Each party will then have an opportunity to present a brief closing statement. Both TMC and the employee may, with the permission of the arbitrator, submit a post-hearing brief. The time for filing such briefs, as well as any page limitation, will be determined by the arbitrator.

(13) The arbitrator shall have the authority to fashion any award and remedy available under the law governing the claims involved. This authority to fashion an appropriate remedy includes the authority to fashion an equitable, non-monetary remedy, including but not limited to an award or reinstatement or front pay in lieu of reinstatement. Additionally, the authority to fashion an award or remedy includes the authority to award reasonable attorneys' fees to the prevailing party, whether TMC or the employee, where such an award would be permitted under the law governing the claims involved. Finally, the arbitrator shall be permitted to award punitive damages where such damages are available under the prevailing law applicable to the type of claim(s) raised and found to be warranted by the arbitrator.

(14) The arbitration award shall be in writing and shall specify the factual and legal bases for the award. Additionally, the written award shall be issued not later than thirty (30) calendar days after the conclusion of the arbitration hearing. In the event that the written award has not been issued within this time, the parties may mutually agree to withdraw the issue(s) from the arbitrator, select another arbitrator pursuant to Rule 2 and begin the arbitration process anew.

(15) Recognizing that the work of all of TMC employees involves interstate commerce, either the employee or TMC may bring an action in any court of competent jurisdiction to compel arbitration under this Policy or to enforce or set aside an arbitration award as permitted by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq.* Upon application of either party to the United States District Court for the appropriate state and district, the Court shall enter judgment confirming, modifying or vacating the award made pursuant to the arbitration as provided by the Federal Arbitration Act (the "FAA"), 9 U.S.C. § 1 *et seq.*, and either party may also pursue such remedy or relief to which they may be entitled pursuant to the FAA in any proceeding as to which this agreement to arbitrate may apply.

(16) **All proceedings conducted under this Policy, including the arbitration phase and the award of the arbitrator, shall be private and strictly confidential.** No documents, transcripts or other matters used in connection with this Policy shall be made public or be used in any manner other than for the purposes of pursuing a complaint, participating in arbitration or seeking to compel arbitration or enforce or set aside the arbitration award. Unless the law provides to the contrary, the arbitrator shall issue any order necessary to ensure confidentiality of any proceeding under this Policy either upon the request of a party or on his/her own motion. This authority to issue orders to guarantee confidentiality includes, but is not limited to, the authority to impose monetary fines or other sanctions on any party for failure to maintain confidentiality. Prior to seeking to enforce any monetary award granted by the arbitrator, the party seeking to enforce the award will give thirty (30) days' written notice of intention to file the award of record for purposes of enforcement. If the award is satisfied within the 30-day period, then the prevailing party agrees not to file the award with any state or federal court and to maintain the confidentiality of the award.

(17) Either party may request that a record of the arbitration hearing be made by a certified court reporter by providing written notice to AAA and the other party at least fourteen (14) calendar days before the date of the hearing. The party requesting the record shall be responsible for making arrangements for a court reporter to be present at the hearing. The party requesting the record shall also be responsible for the costs associated therewith unless the parties agree otherwise, in writing, before the date of the hearing. Where a record has been requested but the parties have not reached an agreement as to apportionment of the cost for the record, the non-requesting party may obtain a copy of the record from the court reporter at his/its own expense. Any record of the arbitration proceeding shall remain confidential pursuant to Rule 16 of this Section G, above.

(18) Not less than sixty (60) days prior to the date on which the arbitration hearing is scheduled to begin, the parties must submit the subject of the arbitration to mediation with a mutually agreed mediator. If the parties cannot agree upon a mediator, and upon request by the parties, AAA shall provide the employee and TMC with a list of seven mediators, and the parties shall choose a mediator in the same manner as the arbitrator is chosen under Rule 2 (see page 8). The cost of the mediation shall be shared equally by the employee and TMC, absent agreement of the parties otherwise. If the matter is resolved through mediation, the employee and TMC shall sign a Settlement Agreement that specifies the manner of resolution and waives the complaining party's right to seek any further remedies under this Policy for the subject made the basis of the mediation. If the matter is not resolved through mediation, the parties shall be required to continue with the Arbitration Phase at the point that the parties stopped to pursue mediation.

H. REVISIONS TO OR TERMINATION OF THIS POLICY

(1) As in the case with any set of rules, regulations or polices, it may become necessary to make revisions to this Policy in the future. If TMC determines that revisions are necessary, individuals currently employed will be provided with a copy of the revised Policy indicating the effective date and asked to sign an Employee Acknowledgement reflecting that they have received the revised Policy. Revisions to this Policy shall only apply prospectively; in other words, revisions will apply only to those Claims based upon actions or events that occur following the effective date of the revisions. Unless all parties to an arbitration proceeding agree otherwise, revisions to this Policy shall not apply to any arbitration proceeding that exists as of the time that the revised Policy is issued.

(2) If TMC decides to terminate this Policy, such termination shall terminate both TMC's and your right to arbitrate under this Policy. TMC shall provide at least 30 days' notice of any termination of the Policy to individuals currently employed. Termination of this Policy shall only apply prospectively; in other words, any Claim based upon actions or events that occurred, or any proceeding under this Policy that was

initiated, prior to the effective date of the termination of the Policy shall not be affected by such termination, unless all parties agree otherwise.

I. ADDITIONAL INFORMATION REGARDING THE AMERICAN ARBITRATION ASSOCIATION.

Additional information about the American Arbitration Association may be obtained from any of Us offices. Following is a partial list of AAA's current Regional offices covering those states in which TMC operates as of the Effective Date:

TEXAS and OKLAHOMA:

American Arbitration Association
13445 Noel Road, Suite 1770
Dallas, Texas 75240-6636 972-
774-6947

OHIO and INDIANA:

American Arbitration Association
250 East Fifth Street, Suite 330
Cincinnati, Ohio 45202 513-241-
8434

NEW MEXICO and NEVADA:

American Arbitration Association
Great American Tower
3200 N. Central Avenue, Suite 2100
Phoenix, Arizona 85012
602-734-9333

IOWA:

American Arbitration Association
100 N. Broadway, Suite 1820 St.
Louis, Missouri 63102 314-621-
7175

Additional information about the American Arbitration Association may also be obtained through its web site at www.adr.org.

EMPLOYEE ACKNOWLEDGMENT

NOTE TO EMPLOYEE: Please read this Dispute Resolution Policy and keep it handy for future reference. You should sign this Acknowledgment and return it to your supervisor within five (5) business days after you receive this Policy.

I acknowledge that I have received a copy of the Dispute Resolution Policy (Effective April 1, 2008) adopted by TMC its affiliates and related companies (collectively referred to in the Policy as "TMC").

I acknowledge and understand that **the Dispute Resolution Policy will be my only means of resolving all employment disputes covered by the Policy during and after the period of my employment at TMC, unless otherwise provided in the Policy.**

I acknowledge and understand that **I must initiate a proceeding under this Policy within the applicable state or federal limitations period and that failure to initiate a proceeding within this time shall result in a loss of my right to seek any recovery for that action.**

I acknowledge that **nothing contained in this Policy shall be construed to alter any at-will employment status** and that nothing in this Policy shall be construed to require "just cause" for termination of employment or action related to the terms and conditions of my or any other employee's employment.

I acknowledge that this Policy will not be revised or terminated with respect to any Claims that occurred prior to the effective date of such revision or termination, unless both TMC and the employee agree otherwise.

I acknowledge that by continuing or beginning my employment after the effective date of this Policy, I agree that **I have waived my right to assert and seek a remedy for all claims covered by this Policy outside of the forum and procedures established in this Policy; this is true whether or not I actually prevail on my claims and includes my agreement to waive any and all rights to a trial by jury.**

EMPLOYEE'S PRINTED NAME

EMPLOYEE'S SIGNATURE

DATE