

Flying L Cellular, LLC

Employee Handbook

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This employee handbook does not constitute a contract for employment between Flying L Cellular, LLC and its employees. Employees of the Company are considered "at-will", and therefore, either the employee or the Company may terminate the employment relationship at any time with or without cause or notice. No person other than Derek Lambert has authority to enter into any agreement for employment for any specified period of time and any such agreement must be in writing. The Company reserves the right to modify the provisions of this handbook at any time.

To assure a smooth functioning of the whole, Flying L Cellular, LLC, has adopted formalized policies, philosophies, and practices. This Employee Handbook will serve to provide you with those policies, philosophies, and practices, and attempts to minimize the time and effort needed to become familiar with Flying L Cellular, LLC, policies that define your obligations as well as measures for your protection and safety. From time to time, aspects of the policies, philosophies, and practices will be changed, amended or supplemented. With this edition, the Employee Handbook will be available only online. This online handbook is presented as a PDF file and may be downloaded to your computer, printed by you in whole or in part, or read online. Changes to the Employee Handbook will be communicated to you via your company email. Upon receiving notice that changes have been made to the Employee Handbook, it is your responsibility and obligation to read those changes and submit verification to the corporate office that you have read and understand the changes. The Employee Handbook may be accessed online at [flyinglcellular.com] using your assigned user name and password.

EMPLOYEE RELATIONS

EQUAL OPPORTUNITY EMPLOYER

It is a fundamental policy of Flying L Cellular, LLC not to discriminate on the basis of race, color, religion, sex, national origin, age, handicap or disability, with respect to recruitment, hiring, training, promotion and other terms and conditions of employment

It is the policy of the Company to base decisions on employment solely upon an individual's qualifications relating to the requirements of the position for which the individual is being considered; recruit, hire, and promote the best qualified persons for all jobs without regard to race, color, religion, sex, sexual orientation, marital status, national origin, age, handicap or disability.

Ensure that all personnel actions such as compensation, benefits, transfers, layoffs, Company-sponsored training, promotions, terminations and disciplinary actions are applied equally.

DURATION OF EMPLOYMENT

Flying L Cellular, LLC does not require employees to commit to employment for any specific duration, and the Company does not commit to employees that their employment will last for any specific duration. Consequently, all employment by the Company is considered at will. This means that Flying L Cellular, LLC may terminate your employment at any time for any lawful reason and likewise you are free to resign your employment at any time. Only Derek Lambert can modify this relationship and, even then, only in writing.

If your employment is terminated because of economic conditions or lost business, the Company will provide you with a minimum of two weeks advance notice.

The Company requests that employees give a two-week notice of resignation.

HARASSMENT POLICY

It is the policy of the Company to prohibit any form of sexual harassment. Improper interference with the ability of employees to perform their expected job duties will not be tolerated and should be reported to the appropriate supervisory personnel.

Under federal law and regulations, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute unlawful sexual harassment when either: (1) submission to such conduct is or becomes a term or condition of an individual's employment or is used as a basis for employment decisions relating in any way to that individual; (2) such conduct substantially interferes with an individual's work performance; or (3) such conduct creates an intimidating, hostile, or offensive working environment.

Other forms of unlawful harassment are also prohibited by this policy. Such harassment may include harassment based upon a person's race, national origin, religion, age or disability.

Any employee found to have engaged in such conduct, or who condones such action on the part of subordinates, will be subject to appropriate disciplinary action up to and including termination of employment. An employee may also be subject to individual liability and penalties as a harasser.

COMPLAINT PROCEDURE

If you experience any job-related harassment or have a related complaint, you should promptly report the matter to the main office, 903-886-8300. The Company will undertake an investigation ensuring confidentiality to the greatest possible extent. The Company expressly prohibits any form of retaliatory action against any employee availing themselves of the benefits of this procedure. Retaliation is a violation of this policy and may result in discipline, up to and including termination. No employee will be discriminated against, or discharged, because of a good faith bringing or assisting in the investigation of sexual or other unlawful harassment.

OPEN DOOR POLICY

Misunderstandings or conflicts can arise in any organization. If you have a question or a complaint or are bothered by a job-related situation, you should first speak with your immediate supervisor or manager. This is usually the best way to seek resolution of problems and is a matter of professional courtesy. If, however, the issue is not resolved, you are encouraged to bring your concern to the next level of management.

Should your concern not be satisfactorily addressed or be one that you would rather not discuss with your immediate supervisor or within your own department, you should contact the main office at 903-886-8300. They will advise and counsel you on a wide range of issues, as well as clarify and answer questions regarding Human Resources policies, and are responsible for investigating all grievances brought to the Company's attention.

PERSONNEL FILE ACCESS AND CONFIDENTIALITY

The Company recognizes and respects the information contained in employee records. Certain information about you as a member of the organization is essential for the Human Resources department and departments that affect payroll. Your family status, home address and telephone number must be correct and current. Be sure to tell the Human Resources department whenever this information changes.

In response to valid requests to verify employment, for business references, or for credit purposes, the company will release employment status, i.e., active or terminated, job title, and dates of employment. Additional information regarding employment will be released upon written authorization from the employee. Additional information may also be released pursuant to subpoena or other legal obligation.

You may, in the course of your work, have access to information about the Company, other employees or customers, which is confidential. This information is not to be revealed to anyone other than in the normal course of conducting your duties and responsibilities. Disclosure of such information is prohibited and could result in disciplinary action, up to and including termination of employment.

HEALTH/LIFE INSURANCE PACKAGE

Not available at time of publication.

PROMOTIONS/CAREER ADVANCEMENT

When evaluating you for promotion, a number of factors including job performance, job related qualifications, educational background, flexibility, and experience with the Company and our industry are considered.

TRAINING AND ASSISTANCE

Flying L Cellular, A LLC, occasionally conducts programs designed to provide new skills or enhance existing skills. These programs are provided for management, and for individuals who consistently demonstrate a leadership capacity in the workplace and express an interest in career advancement. Your supervisor can tell you which programs are most applicable to you.

EMPLOYEE TYPES

1. Hourly - Employee who is compensated for the number of hours worked.
2. Part Time - Employee whose workweek averages less than 38 hours, or whose average may exceed 38 hours for a period less than a 90-day period.
3. Full Time - Employees who have been hired to work an average of at least 38 hours for a continuous period of at least 90 days.
4. Salary - Salary employees normally work an amount of time equaling or exceeding 45 hours in a standard payroll workweek and receive the same salary regardless of the number of hours worked in the workweek. Salary employees are generally exempt from the federal overtime pay requirements. (A Salary employee is also classified as a Full Time Employee.)
5. Temporary - A temporary employee works in a job for a specified amount of time, less than six months, and is not eligible for Company benefits.

PAY

1. Pay periods are Bi-weekly. Our pay period is from Thursday through Wednesday.
2. Each pay normally compensates employees for hours worked that were claimed at the end of the last pay-period.
3. All commissions are paid 60 days behind, and paid on the first pay period of each month after the 3rd of the month. So for example August commissions would be paid on October 4th and direct deposited to your account on the 5th.
4. All employees will be paid \$200 per month as an advance on commissions, which will be deducted the following month from your commission check.

Paychecks

1. All employees must have their pay directly deposited into their checking or savings account, unless the office approves otherwise.
 - a. Employees must complete the necessary paperwork at the main office for Direct Deposit.

- b. Employees will be mailed or emailed a pay stub/report instead of paycheck.
- c. Call the office at (903) 886-4169 and talk to Stacey for requirements.

Deductions

The only deductions from your paycheck are those required by law and chargeback's on any and all commissions paid. Commissions paid are based on AT&T's chargeback policy of 180 days. All commissions are paid based on the customer maintaining the service for 180 days, if not it is charged back 100% and the same applies to all employees commissions.

Raises

Raises usually are determined by tenure. They may also be determined by performance appraisals and/or increased responsibilities. It is important to realize that raises may not occur if adverse economic or financial conditions exist.

ON THE JOB

PERFORMANCE/JOB REQUIREMENTS AND EVALUATIONS

We work closely with all employees to help them perform to the best of their abilities. The frequency and method of performance evaluation varies, depending on your position. Your supervisor will be able to discuss the means by which your job performance will be evaluated. In general an employee's job includes but is not limited to sales, purchasing, merchandising, cash control, inventory control, customer service, store cleanliness including restrooms and outside the store and any other request made by your manager or supervisor.

Manager Responsibilities

A manager's store location is his or hers complete and total responsibility, including but not limited to:

1. Hours of operations as set by Flying L Cellular, LLC. It is the manager's responsibility to be at work when required, and to be sure the store is properly staffed at all times, as approved by Flying L Cellular. In the event of a no show it is the Managers responsibility to get it covered. Managers will report all employee absentees to the main office immediately by email.
2. Inventory in the store is the manager's responsibility. If inventory is short it directly affects your stores performance, and your job.
3. Keeping the store properly stocked.
4. Store cleanliness.
5. Current Promotional items and displays.
6. Your employees conduct on the job, including dress.
7. Proper training of your employees.
8. All equipment in the store working properly, and if not notify the proper person or contact the main office immediately.
9. All paperwork including batching, daily sales sheets, and cash balance sheets.
10. Making daily bank deposits as needed.
11. Rma's are the manager's responsibility and should be handled promptly, at least weekly after returned by

the customer. Proof of purchase should be requested from the office immediately and the RMA requested the same day. If we don't get credit on a phone because of the 90 day rule the cost of the phone will be deducted from your pay check.

12. Manager's must maintain all requirements under the AT&T "Retail Compliance Audit" at all times.

Customer Feedback Tool

CFT is an AT&T required program, by which an average score of 80% is required monthly by manager's and your employees. It's the manager's responsibility that this requirement is met in there store, and a score less than 80% for two consecutive months could result in termination or demotion.

CODE OF CONDUCT

As an employee, it is important for you to know what personal conduct is expected of you while on the job. In most instances, your own good judgment will tell you what the right thing to do is.

In addition to complying with Company policies and job specific requirements, you are also expected to obey the rules and regulations of Flying L Cellular, A LLC. If your performance does not meet position requirements, you may be subject to disciplinary action, up to and including immediate termination, with or without notice, and with or without cause at any time.

Ten Seconds Ten Feet Rule

As required by AT&T corporate office all customers should be greeted within ten seconds and ten feet upon entering any store location. Program is mandatory and If your store is secret shopped and it is reported to Flying L Cellular, LLC that the policy was not met then the employee or employees on duty at the time will be subject to termination. This policy will be strictly enforced as required by Cingular.

The following are examples of conduct prohibited by Company policy:

They are not intended to be complete, and are subject to change at any time with or without notice. All decisions regarding disciplinary action will be at the sole discretion of the Company. While discipline for standard violations will follow a progressive disciplinary procedure, the Company reserves the right to implement discipline in accordance with the grievousness of the violation. Violations of these or any other Company policies may subject you to disciplinary action, up to and including immediate termination:

1. Theft, fraud, embezzlement or other proven acts of dishonesty.
2. Any harassment of another employee (verbal, physical, or visual), including sexual harassment such as offensive gestures, unwelcome advances, jokes, touching, or comments of a sexual nature made to or about another employee, vendor or customer.
3. Obtaining employment or promotion on the basis of false or misleading information.

4. Soliciting or accepting gifts (money, services or merchandise) in connection with Company business.
5. Reporting for work under the influence of alcohol or any illegal substances; or possession, sale or distribution of alcohol or illegal substances while on Company premises or abusing such items while representing the Company or conducting Company business.
6. Engaging in unauthorized employment elsewhere while on paid benefits related to illness, or while on an extended absence.
7. Assisting anyone, whom you know or suspect to be involved in, or committing any crime or engaging in any conduct which rises to the level of a crime.
8. Falsifying Company documents or records, including misuse of timekeeping records including clocking in or out for someone else, or falsely inputting payment data.
9. Insubordination, meaning refusing to follow legitimate instructions of a superior directly related to performance of one's job.
10. Disrupting the work environment.
11. Excessive absenteeism or unacceptable patterns of absenteeism or tardiness.
12. Repeatedly failing to use a time-clock as directed and or clocking another employee in or out at anytime.
13. Job abandonment, meaning the failure to report to work without properly notifying one's immediate supervisor, or leaving a job assignment prior to completion of your responsibilities.
14. Conduct that is likely to cause another employee, customer or vendor of the Company embarrassment, loss of dignity, feelings of intimidation, or loss of opportunity, including all forms of discrimination and harassment.
15. Unauthorized use of Company or customer supplies, information, equipment, funds, or computer codes/passwords.
16. Knowingly mishandling a customer's or potential customer's account. This includes improper discriminatory practices such as adding or deleting features or changing rate plans without the customer's consent. Associates will always disclose to the customer any costs associated with the plan and phone they are purchasing prior to the time the sale is made.
17. Refusing to repay documented overpayment of any compensation.
18. Possessing firearms or weapons while on Company premises or carrying them while on Company business; or threatening the personal safety of fellow employees, customers, or vendors.
19. Committing any act, on or off the Company's premises, which threatens or is potentially threatening to the reputation of the Company or any of its employees, customers, or vendors?

20. Repeatedly working overtime without the approval of a supervisor or manager.
21. Repeatedly failing to meet job responsibilities, job budget or quality requirements.
22. If a customer deposit is required to be collected by AT&T and the employee fails to do so, he or she will be directly responsible for reimbursing Flying L Cellular for that deposit. It will be deducted from their paycheck.

CONFLICTS OF INTEREST

To avoid any possible conflicts of interest, it is your responsibility to immediately report any offers of gifts, loans, misuse of Company funds, kickbacks, rebates, or refunds that come to your knowledge through your position as an employee of Flying L Cellular, A LLC.

USE OF COMPANY OR CUSTOMER PROPERTY

Employees are not to use Company or customer supplies, information, equipment or funds unless authorized to do so; Customer's property must never leave the premises.

RELATIONSHIPS WITH OUR CUSTOMERS

It is important to realize that we compete with numerous competitors. Competitors frequently call on our customers asking for their business. A customer will only change services when their impression of our service becomes less positive than their impression of a competitor. Impressions are constantly changed and formed by every contact the customer has with our service. Every time our customer hears or sees anything having to do with Flying L Cellular, A LLC dba Wireless TNT, it strengthens or changes their perception of our Company.

When our customers give us their business, they have great expectations and a very positive impression of our service. It is up to each employee to fulfill these expectations and build a lasting impression. We must consider the quality and professionalism in every aspect of what we do and say. Our reputation is your future.

Internal problems should be discussed with management, not the customer. At one time or another we all become frustrated as a result of our own internal problems. These problems may result from a period of high turnover, administrative backlog, or simply because of human error. However, when we communicate these inefficiencies to our customers, we only lose our credibility.

RELATIONSHIPS WITH OTHER EMPLOYEES

Flying L Cellular, A LLC, dba Wireless TNT, seeks to foster and maintain a productive and healthy working environment. This can only be accomplished through the cooperation of our employees. Employees should treat each other with mutual respect. Our strict policy and Company philosophy is the age old Golden Rule - "Do unto others, as you would have them do unto you." If you or any other employee is treated with disrespect, it should be reported to your supervisor or the main office at 903-886-8300.

RELATIONSHIPS WITH OUR COMPETITORS

Flying L Cellular, A LLC, dba Wireless TNT, requires every employee to adhere to the highest standard of ethical business conduct. Our most valuable asset is our good name.

In order to compete effectively and fairly in the marketplace with our many competitors, Flying L Cellular, A LLC, dba Wireless TNT must remain alert to changes in services and products offered to the public by our competitors. Employees may not, however, seek to gain this information improperly. For example, it is prohibited to hire an employee of a competitor to gain access to that competitor's trade secrets or proprietary information. Similarly, an employee or former employee is prohibited from providing such confidential information to our competitors.

Both federal and state law prohibits conspiracies or agreements that unreasonably restrain trade. Formal or informal understandings or agreements between competitors concerning the pricing of services or limitations on the output of services are unlawful and may not be discussed by an employee with any competitor.

SAFETY & SECURITY

It is important to follow all safety and security measures prescribed by the Company.

1. You are required to immediately notify Flying L Cellular, A LLC management at 903-886-8300 of any injuries that occur on the job or on Flying L Cellular, LLC or landlord property.
2. You should be aware of all emergency exits and the location of any emergency equipment in your office and who will be in charge in case of a fire or other disaster.

VISITORS

No visitors (children, parents, spouse, or friends) are allowed in any of Flying L Cellular, A LLC dba Wireless TNT locations; our insurance does not cover unauthorized people on the account; the presence of a visitor reflects negatively on the productivity and professionalism of our employees.

INSPECTION OF COMPANY FACILITIES

In order to safeguard the workplace and the employees, and to assure efficiency and maximize productivity, the Company reserves the right, in its sole discretion and without notice to employees, to inspect, monitor or otherwise enter or search any office, desk, file, locker, closet or any other enclosed or open area in Company facilities and Company job sites (where permitted to do so) and to monitor or inspect any items found within such locations.

PERSONAL PROPERTY

Flying L Cellular, A LLC accepts no responsibility for personal property that may be brought to or stored on Company facilities, and such property may be inspected or monitored in the ordinary course of conducting business. Accordingly, you should not keep or maintain any personal property or information in Company facilities that you expect to be kept private and confidential. In this connection, it should be noted that all Flying L Cellular's, offices, desks, paper files, electronic/computer files, closets, vehicles and so forth, are the property of Flying L Cellular, A LLC, and the Company reserves the right to inspect any packages, parcels, handbags, briefcases, or any other possessions or articles carried to and from Company facilities and Company job sites (where permitted to do so).

WORK AREA

A neat and orderly work area makes for a more pleasant, productive, and safe place to work. You are expected to keep your surroundings clean and presentable in courtesy to fellow employees and customers who may personally visit your location.

This includes restroom and outside grounds cleanliness.

SOLICITATION AND DISTRIBUTION OF LITERATURE

In the interest of efficiency and security, the company's general policy is to restrict solicitations or distributions by employees to non-work areas during non-work time. Employees are prohibited from soliciting or distributing literature in work areas or during work time. Solicitation or distribution of literature of any kind by non-employees is not permitted on company premises at any time.

Smoking Policy

Flying L Cellular, A LLC strictly prohibits smoking inside any of its locations, and should be limited to off duty time at a designated outside location.

IMAGE/DRESS CODE

The properly groomed and attired employee helps to create a favorable image for the Company. You are expected to groom and dress in a manner that is normally acceptable at your job site and for your position. If you report to work improperly dressed or groomed, your supervisor or manager, at his or her discretion, may instruct you to return home (unpaid) to change clothes or take other appropriate action. All AT&T shirts if furnished to the employees of Flying L Cellular, A LLC, should be worn to work on a daily basis whenever possible. Your supplied name tag should be worn at all times.

General Apparel Policies

1. All shirts and pants (no denim) must be neatly pressed or free of wrinkles.
2. All clothing (including aprons) must be in good repair.
3. All shirts must be tucked inside of the employee's trousers or jeans and your supplied AT&T name tag must be worn at all times.
 - a. The "tucked in" rule may be rescinded on an individual basis due to medical, physical or personal reasons. Please see your direct supervisor to discuss this issue.

4. Employees are allowed one set of earrings only. All other visible body piercing must be removed while at work.

TIMEKEEPING

In order to receive compensation for time worked on the normal Company payday schedule, employees must clock in and out using company software.

1. Employees are not permitted to clock in/out for one another.
2. In the event of a missed clock in or out, a manual adjustment will be made to ensure the employee is paid appropriately.
3. See your manager to find out if your job assignment includes scheduled break/lunch periods.
 - a. Lunch and break periods may not be accrued for overtime or personal time.
 - b. The scheduled workday may not be altered by not taking designated breaks and lunches unless pre-approved by a manager.
4. Excessive* misuse** of logging in and out will result in disciplinary action.
 - a. *"Excessive" is defined as three or more incidents of misuse during a pay period.
 - b. ** "Misuse" is defined as not using logging in and out as directed by the Employee Handbook or by the employee's manager.

ABSENCES

TIME-OFF BENEFITS

Time-Off benefits are determined by employment type (i.e.: Full Time and Part Time), position, and tenure. Full Time employees are entitled to one week (40 hours) of vacation, three days or (24 hours) of sick time, and two days or (16 hours) of personal time off after one full year of employment and two weeks (80 hours) vacation , three days or (24 hours) of sick time, and two days or (16 hours) of personal time after two full years of employment.

Vacation time is earned weekly throughout the year. One week worked divided by the hours of vacation due employee. Example if you have one week or 40 hours of vacation you would earn .77 hours of vacation throughout the year for every week worked. If you have two weeks or 80 hours of vacation you would earn 1.54 hours of vacation throughout the year for every week worked.

Vacation time is not payable in advance. You can only take or be paid for time earned throughout the year. Sick and Personal days may be taken as needed throughout the year, but do not carry forward and are not payable if not used.

- Unused Time-Off Benefit cannot be accrued into the following year.

LEAVES OF ABSENCE

Family and Medical Leave Act (FMLA) of 1993 – Basic Information

1. Requires the Company to grant eligible employees time off from work, up to 12 weeks within a 12-month period, for medical and family care purposes as defined by FMLA.

An eligible employee is one who has been employed by the Company at least 12 months and worked a minimum of 1250 hours of service during the 12 months prior to the leave of absence.

2. An FMLA absence may be taken for:
 - a. an employee's own serious health condition that renders the employee unable to perform his or her job
 - b. care of his or her parent, spouse or child with a serious health condition.
 - c. care of a newborn or newly-placed adopted or foster child.
3. Any absence of four or more days for a reason covered under FMLA will normally be counted as FMLA Time, retroactive to the first day of the absence.
4. Where the need for FMLA leave is foreseeable, as for planned medical treatments, the Company should be notified thirty days in advance or as soon as the employee knows that he or she will miss work. Failure to comply with any of the notice or medical certification requirements of this policy may result in delay or forfeiture of FMLA rights
5. FMLA time off is unpaid.
 - a. Employees will be required to use all but three days of applicable time-off benefits available while on leave.
 - b. Employees may use all applicable time-off benefits available while on leave.
 - c. The use of benefit days does not extend the FMLA entitlement, but provides a way to turn some of the leave into paid time off if the employee has earned paid-time off available.
6. If a serious medical condition requires an employee to take FMLA Time intermittently or to work on a reduced schedule to care for him/herself, a parent, a spouse, or a child, such leave may be requested. A Medical Certification form is required stating the necessity for this type of absence.
7. Should an intermittent leave or reduced work schedule become necessary, the Company may require you to transfer temporarily to another job (with equivalent pay and benefits) that better accommodates this type of scheduling.
8. The Company, at its discretion, may require other medical opinions, as well as additional medical certifications during the absence.

Personal Leave of Absence

In special cases where it becomes necessary for an employee to take a leave of absence that is not covered by FMLA, the employee may request a personal leave of absence.

1. Request for personal leave does not mean automatic approval.
2. Personal leaves of absence must be approved by Derek Lambert 903-886-8300.
3. If the leave is granted, the employee will be required to use all applicable time-off benefits during the requested period of leave.
4. See the Human Resource department for the request form.

Insurance Coverage While On Leave

1. Any employee covered with insurance plans who is currently paying for any insurance coverage must continue to make such insurance payments during any unpaid leave of absence under the this policy; failure to make such payments may result in termination of the employee's coverage.
2. In the event that the employee elects not to return to work upon completion of an approved leave of absence, in some instances, the Company may recover from the employee the cost of payments made to maintain the employee's health coverage.

Requesting a Leave of Absence

All requests for a Leave of Absence should be personally submitted in writing to the executive office; All Leave Request Forms are available at the main office in Commerce, 903-886-8300.

ABSENTEEISM

Flying L Cellular, A LLC places a high value on attendance. We expect and need employees to be at work on time on their scheduled workdays. Regular attendance and punctuality are important because they affect an employee's productivity and ability to meet goals, standards, and deadlines. Absent employees adversely affect Company morale since co-workers must absorb the absent employee's workload in addition to their own. Consequently, the level of service we provide to our customers is diminished. Our policy is to address and correct attendance patterns that are especially counterproductive and disruptive, while tolerating normal patterns of absences caused by occasional illness, emergencies, etc.

Absence Notification Policy

Failure to comply with the following notification requirements may subject an employee to corrective action or termination.

1. If it becomes necessary for an employee to miss work, they are required to notify their supervisor at least two hours prior to their scheduled starting time or as soon as possible.
 - a. When calling in, you must state why you are absent, what benefit you are using, and a phone number you can be reached for questions regarding your job.
2. Where the need for absence is foreseeable, as for planned medical treatments, the Company should be notified thirty days in advance or as soon as the employee knows that he or she will miss work.
3. "No Call No Shows" will be considered job abandonment.

Attendance Policy

Employees who have suspicious patterns* of non-FMLA related absences and excessive** incidents of the following types of non-FMLA related absences may be subject to corrective action or termination.

1. Employee/Family Care (E/FC)
2. Hospital Employee Care (HEC)
3. Absent Without Benefit (AWB) - If an employee is absent on a scheduled working day without utilizing a Time-Off Benefit, they are considered "Absent Without Benefit" (AWB); AWB days/hours/minutes include tardiness and "no call no shows."

** For Full Time employees, "Excessive" means monthly average⁺ of absent hours is equal to or greater than eight.

* Examples of a Suspicious Pattern of absenteeism would be frequently using E/FC benefit on Mondays, repeatedly failing to report absences prior to shift start time, or missing a day of work during the first week of employment.

** For Part Time employees, "Excessive" means monthly average⁺ of absent hours is equal to or greater than the Total Weekly Hours Scheduled Divided by the Total Number of Weekdays Scheduled.

+ Monthly average is calculated by using 12 months, rolling backwards. If an employee has not yet been with the Company for a full year, a monthly average of absences will be calculated by dividing the total number of non-FMLA related E/FC HEC and AWB hours by the number of full months they have worked.

Holiday Time Off

All stores will be closed for the following holiday's unless otherwise notified.

Christmas Day, New Years Day, Thanksgiving Day, and July 4th. Stores may be closed additional full or partial day's with notification from the main office.

Employees time off during the holiday's is at management discretion, but from November 15th through January 15th, there will be no time off allowed. All time off and Vacations should be planned accordingly around the holiday's.

Employee Discounts

All employees can purchase any item that Flying L Cellular, LLC sells at cost plus tax. The items purchased must be for employee use and not resold. Items purchased must be approved and sold to the employee by their supervisor. Reselling items purchased at cost from Flying L Cellular, LLC will result in immediate termination. Any employee found in possession of property of Flying L Cellular, LLC that has not been paid for will be terminated unless they obtain prior permission from there immediate supervisor.

FLYING L CELLULAR, LLC DISPUTE RESOLUTION RULES AND PROCEDURES

Rule 1. PURPOSE

FLYING L CELLULAR, LLC (hereinafter referred to as FLYING L) (the Company) has established an employment dispute resolution procedure, culminating in formal arbitration, designed to provide a fair, private, exclusive, expeditious, final and binding means for resolving legal disputes rising out of, or relating to, employment with FLYING L without the needs for litigation in federal, state or local courts. These Dispute Resolution Rules and Procedures govern arbitrations held pursuant to the FLYING L Dispute Resolution Agreement, whether brought by an Associate or by FLYING L. The term Associate@ includes applicants, employees and former employees. These Dispute Resolution Rules and Procedures are written to guide an Associate through the arbitration process; however, they apply with full force and effect to both Associates and FLYING L.

Rule 2. CLAIMS SUBJECT TO ARBITRATION

Except as otherwise limited herein, any and all employment-related legal disputes, controversies or claims arising out of, or relating to, an Associate=s application or candidacy for employment, employment or cessation of employment with FLYING L or one of its affiliates shall be settled exclusively by final and binding arbitration before a neutral, third-party Arbitrator selected in accordance with these Dispute Resolution Rules and Procedures. Arbitration shall apply to any and all such disputes, controversies or claims whether asserted against the Company and/or against any employee, officer, alleged agent, director or Affiliate Company.

All previously unasserted claims arising under federal, state or local statutory or common law shall be subject to arbitration. Merely by way of example, these claims include, but are not limited to, claims arising under the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act (ADA), the Fair Labor Standards Act (FLSA), 42 U.S.C. ' 1981, as amended, including the amendments of the Civil Rights Act of 1991, the Employee Polygraph Protection Act, the Employee Retirement Income Security Act (ERISA), state discrimination statutes, state statutes and/or common law regulating employment termination, the law of contract or the law of tort; including, but not limited to, claims for malicious prosecution, wrongful discharge, wrongful arrest/wrongful imprisonments, intentional/negligent infliction of emotional distress or defamation.

Claims by Associates for state employment insurance (e.g., unemployment compensation, worker=s compensation, worker disability compensation) or under the National Labor Relations Act shall not be subject to arbitration. Statutory or common law claims alleging that FLYING L retaliated or discriminated against an Associate for filing a state employment insurance claim, however, shall be subject to arbitration.

Rule 3. DISMISSAL/ STAY OF COURT PROCEEDINGS

By agreeing to the Dispute Resolution Program, an Associate agrees to resolve through arbitration all claims described in or contemplated by Rule 2. If an Associate files a lawsuit in court to resolve claims subject to arbitration, the Associate agrees that the Court shall dismiss the lawsuit and require the Associate to arbitrate the dispute.

If an Associate files a lawsuit in Court involving claims which are, and other claims which are not, subject to arbitration the Associate agrees that the court shall stay litigation of the non arbitral claims and require that arbitration take place with respect to those claims subject to arbitration. The Associate further agrees that the Arbitrators decision on the arbitral claims, including any determinations as to disputed factual or legal issues, shall be entitled to full force and effect in any later court lawsuit on any non arbitral claims.

Rule 4. COMMENCEMENT OF ARBITRATION

a. PROCEDURE

An Associate shall commence arbitration by filing the attached Arbitration Request Form with a required filing fee of \$75.00 (made payable with a cashier=s check or money order to FLYING L) to:

Arbitration Coordinator
FLYING L CELLULAR, LLC
P.O. Box 250
Commerce, Texas 75429

The required filing fee may be waived based on demonstrated inability to pay. An Associate may obtain a Request for Waiver of Filing Fee from the Arbitration Coordinator at the address above or by calling (903) 886-

Any Arbitration Request Form which is not accompanied by either the required filing fee or a Request for Waiver of Filing Fee will **not** be accepted and will be returned to the Associate.

b. TIME LIMITS

i. FILING OF REQUEST FOR ARBITRATION

The FLYING L CELLULAR, LLC Arbitration Request Form[®] shall be submitted not later than **one year** after the date on which the Associate knew, or through reasonable diligence should have known, of the facts giving rise to the Associate's claim(s). The failure of an Associate to initiate arbitration within the one-year time limit shall constitute a **waiver** with respect to that dispute relative to that Associate.

ii. FLYING L CELLULAR, LLC, RESPONSE

Within 21 calendar days of receipt of an Associate's Arbitration Request Form and either the accompanying filing fee or Request for Waiver of Filing Fee, the Company shall send the Company's Response to the Associate via first-class mail, postage prepaid, or hand delivery.

The Response, which also shall be mailed to the Associate's attorney if one has been retained, shall describe the Company's position regarding the allegations in the Associate's Arbitration Request Form.

c. NOTICE / OTHER FILINGS

All other communications, notice of filing, including discovery requests and responses, shall be in writing, and shall be deemed to have been given if (i) delivered by hand to a person of suitable age and discretion; or (ii) mailed first class mail, postage prepaid, as follows:

If to FLYING L: (i) Arbitration Coordinator
FLYING L CELLULAR, LLC
P.O. Box 250
Commerce, Texas 75429

(ii) To the Company's attorney as designated in writing by the Company.

If to the Associate: (i) To the Associate's address of record as it appears on the Arbitration Request Form; or

(ii) To the Associate's attorney as designated in the Arbitration Request Form or late designated in writing by the Associate.

Rule 5. SELECTION OF ARBITRATOR

FLYING L and the Associate shall participate equally in the selection of an Arbitrator to decide the arbitration. Within 21 calendar days after the Company

receives the Associate=s Arbitration Request Form and the accompanying filing fee, National Arbitration and Mediation (NAM) or other Arbitrator and/or Arbitration Service as agreed to by the Parties shall be asked to provide a panel of seven (7) neutral arbitrators with experience deciding employment disputes. The Company and the Associate then shall have the opportunity to review the background of the arbitrators by examining the materials provided by the Arbitration Service. Within seven (7) calendar days after the panel composition is received, the Associate and the Company each shall inform the Arbitration Service which arbitrators the Parties find unacceptable for deciding the dispute. The Arbitration Service then will appoint an Arbitrator from among the named individuals the Parties found acceptable. If all arbitrators on the first panel furnished by the Arbitration Service are stricken by the parties as unacceptable for deciding the dispute, the Arbitration Service is authorized to furnish an additional panel, from which each party may strike up to three (3) arbitrators. The Arbitration Service will then appoint an arbitrator from the remaining names.

Rule 6. TIME AND PLACE OF ARBITRATION

The arbitration hearing shall be held at the offices of, or a location selected by, the Arbitration Service in the city nearest the location where the Associate=s was or sought to be employed with the Company, unless the Parties agree otherwise. If the Arbitration Service does not select an arbitration location within fifty (50) miles of the city of the Associate=s last employment with the Company, the Associate and the Company shall designate a mutually amenable location at which to hold the arbitration.

The Parties and the Arbitrator shall make every effort to see that the arbitration is completed, and an award rendered, as soon as possible. There shall be no extensions of time or delays of an arbitration hearing except in cases where both Parties consent to the extension of delay, or where the Arbitrator finds such a delay or extension necessary to resolve the discovery dispute or other matter relevant to the arbitration.

Rule 7. REPRESENTATION

Both of the Associate and the Company shall have the right to be represented by counsel.

Rule 8. DISCOVERY

a. INITIAL DISCLOSURE

Within fourteen (14) calendar days following the appointment of an Arbitrator, the Parties shall provide each other with copies of all documents (except for

privileged documents that are protected from disclosure because they involve attorney-client, doctor-patient or other legally privileged or protected communications or materials) upon which they rely in support of their claims or defenses. Throughout the discovery phase, each Party shall provide the opposing Party with any and all documents relevant to any claim or defense.

Upon request, the Associate shall be entitled to a copy of all documents (except privileged documents as described above) in the Associates PERSONNEL RECORDS FILE.

b. OTHER DISCOVERY

i. INTERROGATORIES/DOCUMENT REQUESTS

Each Party may propound one set of 20 interrogatories (including subparts) to the opposing Party. Interrogatories are written questions asked by one party to the other, who must answer under oath. Such interrogatories may include a request for all documents upon which the responding party relies in support of its answers to the interrogatories. Answers to interrogatories must be served within 21 calendar days of receipt of the interrogatories.

ii. DEPOSITIONS

A deposition is a statement under oath that is given by one party in response to specific questions from the other party, and usually is recorded or transcribed by a court reporter. Each Party shall be entitled to take the deposition of up to three (3) individuals of the Party=s choosing. The Party taking the deposition shall be responsible for all costs associated therewith, such as the cost of a court reporter and the cost of a transcript.

iii. ADDITIONAL DISCOVERY

Upon the request of any Party and a showing of **substantial need**, the Arbitrator may permit additional discovery, but only if the Arbitrator finds that such additional discovery is not overly burdensome, and will not unduly delay conclusion of the arbitration.

c. DISCOVERY DISPUTES

The Arbitrator shall decide all disputes related to discovery. Such decisions shall be final and binding on the Parties. In ruling on discovery disputes, the Arbitrator shall be guided by the discovery rules contained in the Federal Rules of Civil Procedure.

d. TIME FOR COMPLETION OF DISCOVERY

All discoveries must be completed within the ninety (90) calendar days after the selection of the Arbitrator, except for good cause shown. In order to expedite the arbitration, the Parties may initiate discovery prior to the appointment of the Arbitrator.

Rule 9. HEARING PROCEDURE

a. WITNESSES

Witnesses shall testify under oath, and the Arbitrator shall afford each Party a sufficient opportunity to examine its own witnesses and cross-examine witnesses of the other Party. Either Party may issue subpoenas compelling the attendance of any other person necessary for the issuing Party to prove its case.

i. SUBPOENAS

A subpoena is a command to an individual to appear at a certain place and time and give testimony. A subpoena also may require that the individual bring documents when he or she gives testimony. The Arbitrator shall have the authority to enforce and/or cancel such subpoenas provided that such subpoenas are issued no less than 10 calendar days prior to the commencement of an arbitration hearing or deposition. The Party issuing the subpoena shall be responsible for the fees and expenses associated with the issuance and enforcement of the subpoena, and with the attendance of the subpoenaed witness at the arbitration hearing.

ii. SEQUESTRATION

The Arbitrator shall ensure that all witnesses who will testify at the arbitration are not influenced by the testimony of other witnesses. Accordingly, the Arbitrator may sequester all witnesses who will testify at the arbitration, provided that the Arbitrator shall permit the Associate bringing the arbitration and the Company=s designated representative to remain throughout the arbitration, even though they may or may not testify at the hearing.

b. EVIDENCE

The parties may offer evidence that is relevant and material to the dispute and shall produce any and all nonprivileged evidence which the Arbitrator deems

necessary to a determination of the dispute. The Arbitrator need not specifically follow the Federal Rules of Evidence,

Although they may be consulted to resolve questions regarding the admissibility of particular matters.

c. BURDEN OF PROOF

An Associate has the burden of proving a claim or claims by a preponderance of the evidence. To prevail, an Associate must prove that the Company=s conduct with respect to the Associate was a **violation of applicable law**.

d. BRIEFING

Each Party shall have the opportunity to submit one pre-hearing brief and one post-hearing brief, which is a written statement of facts and law, in support of its position. Briefs shall be typed and shall be limited in length to 20 double-spaced pages.

Pre-hearing briefs may be submitted no later than ten (10) calendar days prior to a scheduled arbitration hearing. Post-hearing briefs may be submitted no later than twenty (20) calendar days after the Parties receive the transcript of the arbitration from the reporting service.

e. TRANSCRIPTION

The Parties may arrange for transcription of the arbitration by a certified reporter. The parties shall share evenly the costs of the reporter and transcription, subject to the provisions of Rule 13 below.

f. CONSOLIDATION

i. CLAIMS

The Arbitrator shall have the power to hear as many claims as an Associate may have against the Company consistent with Rule 2 of these Dispute Resolution Rules and Procedures. The Arbitrator may hear additional claims that were not mentioned in the Arbitration Request Form, provided the Associate adding claims notified the Company at least 30 calendar days prior to a scheduled arbitration, the additional claims are timely as of the date on which they are added and the Company is not prejudiced in its defense by such addition.

ii. PARTIES

The Arbitrator shall not consolidate claims of different Associates into one proceeding, nor shall the Arbitrator have the power to hear arbitration as a class action (a class action involves an arbitration or lawsuit where representative members of a large group who claim to share a common interest seek relief on behalf of the group).

g. CONFIDENTIALITY

All aspects of an arbitration pursuant to these Dispute Resolutions Rules and Procedures, including the hearing and record of the proceeding, shall be confidential and shall not be open to the public, except (i) to the extent both Parties agree otherwise in writing; (ii) as may be appropriate in any subsequent proceeding between the parties, or (iii) as may otherwise be appropriate in response to a governmental agency or legal process.

Rule 10. SUBSTANTIVE CHOICE OF LAW

The Arbitrator shall apply the substantive law of the State in which the Associate is, was or sought to be predominantly employed. For claims arising under federal law, the Arbitrator shall follow the substantive law applicable to the United State District Court for the District in which the Associate is or was predominantly employed.

Rule 11. ARBITRATOR AUTHORITY

The Arbitrator shall conduct the arbitration and shall have the authority to render a decision in accordance with these Dispute Resolution Rules and Procedures, and in a manner designed to promote rapid and fair resolution of disputes. To that end, seven days prior to the scheduled arbitration hearing, the parties shall participate in a telephone conference with the Arbitrator. Where a party has challenged the legal sufficiency of an asserted claim or defense in a prehearing brief, each party may be heard. A party making such a challenge should file the prehearing brief as early as possible to permit due consideration of the issue. The Arbitrator shall strike any legally deficient claim and/or defense by a ruling communicated to the parties at least seven days prior to the scheduled arbitration hearing.

a. JURISDICTION

The Arbitrator's authority shall be limited to deciding the claims and defenses submitted for arbitration. Unless the Associate is subject to a contract providing for the employment of the Associate under specified terms or for a given duration, the Associate's employment remains alterable at the discretion of the Company and/or terminable at any time, at the will of either the Associate or the

Company, with or without just cause. Accordingly, the Arbitrator shall have no authority to require that FLYING L has Just cause@ to discipline or discharge an Associate or to change the terms and conditions of employment of an Associate unless specifically required by federal, state or local law, or as a remedy for a violation of applicable law by the Company with respect to the Associate.

b. **SANCTIONS**

The Arbitrator shall have the power to award sanctions against a Party for the Party=s failure to comply with these Dispute Resolution Rules and Procedures or with an order of the Arbitrator. These sanctions may include assessment of costs, prohibitions of evidence, or, if justified by a Party=s wanton or willful disregard of these Dispute Resolution Rules and Procedures, an adverse ruling in the arbitration against the Party who has failed to comply.

Rule 12. AWARD

Within 21 calendar days after receipt of post-hearing briefs, if any, the Arbitrator shall mail to the parties a written award specifying appropriate remedies, if any. In the Arbitrator=s discretion, the award may include findings of fact and conclusions of law.

The Parties to an arbitration shall be provided with a copy of the Arbitrator=s award. Other Associates who have agreed to arbitration may request copies of arbitration decisions in a given case. In cases where an arbitration decision is provided to an Associate who was not a Party to the particular arbitration, the Party-Associate=s name shall be deleted from the arbitration decision unless the Party-Associate agrees otherwise in writing.

Rule 13. FEES AND EXPENSES

a. **COSTS OTHER THAN ATTORNEYS FEES**

1. **Definitions**

Costs of an arbitration for which an Associate may be responsible, subject to the other provisions of this Rule, include filing or administrative fees charged by the Arbitration Service, the cost of a reporter who transcribes the proceeding, and expenses of renting a room in which the arbitration is held. Incidental costs include such items as photocopying or the costs of producing witnesses or proof.

2. **Filing Fee/Costs of Arbitration**

An Associate initiating an arbitration shall pay a filing fee of seventy-five dollars (\$75.00) made payable with a cashier=s check or money order to FLYING L, unless the filing fee is waived based on a demonstrated inability to pay. FLYING

L shall pay the daily or hourly fees of the Arbitrator who decides the case and shall advance the remainder of the costs of the arbitration. Each Party shall advance its own incidental costs. Subject to the other provisions of this Rule set forth below, each Party shall pay one-half of the costs of arbitration following the issuance of the arbitration award. The Associate=s liability for the costs and fees of arbitration, other than attorney fees, however, shall be limited to the higher of \$500.00 or three percent (3%) of the Associate=s most recent annual compensation at FLYING L.

3. Shifting of Costs

If the Associate prevails in arbitration, whether or not monetary damages or remedies are awarded, the filing fee shall be refunded to the Associate, and the Arbitrator may require that FLYING L pay the Associate=s share of the costs of arbitration and incidental costs. If FLYING L prevails in arbitration, the Arbitrator may require the Associate to pay FLYING L=s share of the costs of arbitration and incidental costs, subject to the limitation set forth above.

4. Payment of Costs

The Parties shall pay all previously unpaid arbitration costs within ninety (90) calendar days of the issuance of the arbitration award.

If the Associate fails to pay, or fails to make arrangements to pay, within ninety (90) calendar days, and the Associate is still employed by the Company, FLYING L may deduct the amount owed from the Associate=s paycheck. Such deduction may not exceed a rate of five percent (5%) of the Associate=s compensation per pay period.

b. ATTORNEY FEES

The Arbitrator is authorized to award attorney=s fees in accordance with applicable law. In the absence of an award, each Party shall be liable for its own attorney fees. Any award shall be reasonable in light of the amount and complexity of work involved in the arbitration, and in accordance with customary billing rates of attorneys in the geographic area in which the arbitration is held.

Rule 14. REMEDIES AND DAMAGES

If the Arbitrator finds for the Associate, the Arbitrator, in his discretion, may award appropriate relief in accordance with applicable law. If appropriate relief includes reinstatement, such reinstatement will be to the position of employment the Associate held or, if such reinstatement is impractical, to a comparable

position at the location of the Associate=s last employment. If reinstatement at the place of the Associate=s last employment is not practical, reinstatement to a comparable position at FLYING L in the same general geographic market area.

Rule 15. SETTLEMENT

The Parties may settle their dispute at any time. Prior to closure of the arbitration hearing, the Parties may settle the case without involvement of the Arbitrator. Once the hearing has closed, settlement may take place only with approval of the Arbitrator.

At any point prior to the Arbitrator=s issuance of an award, the Parties may, by agreement, refer their dispute to mediation before a mediator provided by the Arbitration Service.

Rule 16. ENFORCEABILITY

The Dispute Resolution Agreement and any award rendered pursuant to it shall be enforceable and subject to the Federal Arbitration Act, 9 U.S. ' 1, et seq., and the Uniform Arbitration Act of Virginia, 8.01-581.01 et seq., regardless of the State in which the arbitration is held or the substantive law applied in the arbitration.

Rule 17. APPEAL RIGHTS

The award rendered by the Arbitrator shall be final and binding as to both the Associate and the Company. Either party may appeal the Arbitrator=s decision to a court in accordance with the appeal procedures of the Federal Arbitration Act, 9 U.S. ' 1, et seq., and the Uniform Arbitration Act of Virginia, 8.01-581.01 et seq.

Rule 18. SEVERABILITY/CONFLICT WITH LAW

In the event that any of these Dispute Resolution Rules and Procedures agreed upon by the Parties is held to be in conflict with a mandatory provision of applicable law, the conflicting Rule or Procedure shall be modified automatically to comply with the mandatory provision of applicable law until such point as these Dispute Resolution Rules and Procedures may be modified in accordance with Rule 19 below. In the event of an automatic modification with respect to a particular Rule or Procedure, the remainder of these Rules and Procedures shall not be affected. An automatic modification of one of these Rules and Procedures shall be applicable only in the jurisdiction in which it is in conflict with a mandatory provision of law. In other jurisdictions, these Dispute Resolution Rules and Procedures shall apply in full force and effect.

Rule 19. TERMINATION OR MODIFICATION OF DISPUTE RESOLUTION AGREEMENT OR DISPUTE RESOLUTION RULES AND PROCEDURES

FLYING L may alter or terminate the Agreement and these Dispute Resolution Rules and Procedures on December 31st of any year upon giving 30 calendar days written notice to Associates, provided that all claims arising before alteration or termination shall be subject to the Agreement and corresponding Dispute Resolution Rules and Procedures in effect at the time of the Arbitration Request Form and accompanying filing fee, or Request for Waiver of Filing Fee is received by the Company. Notice may be given by posting a written notice by December 1 of each year at all FLYING L locations (including locations or affiliated companies). A copy of the text of any modification to the Agreement or Rules and Procedures will be published in the Applicant Packet, which will be available at such locations after December 31 of each year.

Flying L Cellular

Addendum to Company Policy

Effective 04/25/2007

With the implementation of the Flip/Swap program, we are instituting a new company policy:

1. Each employee is responsible for understanding the guidelines and policies of the Flip/Swap program as set forth by Flip/Swap. Each employee will be solely responsible for the proper and accurate grading of any and all phones he or she may procure on behalf of Flying L Cellular through the Flip/Swap online grading procedure.
2. Employee understands that the actual amount of compensation due Flying L Cellular is dependant upon the phone, upon receipt by Flip/Swap being in the physical condition as reported by the employee. If any employee grades a phone higher than it should be, Flying L Cellular will not be paid the full amount of the store credit by Flip/Swap. In the event that a phone is graded higher than it should have been and Flip/Swap deducts the difference from the amount paid to Flying L, the employee who graded the phone will be subject to a chargeback equal to the difference not paid.

Authorization To Make Deductions From Wages

I understand and agree that my employer, Wireless TnT dba Flying L Cellular, LLC a AT&T authorized retailer, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. Wage advances given to me by the company, and if there is a balance remaining when I leave the company, the balance of such loans or advances.
2. If I receive an overpayment of wages for any reason, repayment of such overpayments to the company.
3. The cost to the company of personal long distance calls I make on Company phones or on Company accounts, of personal faxes sent by me using company equipment or company accounts, use of UPS accounts for personal shipments or non-work related access to the internet or other computer networks by me using company equipment or company accounts.
4. The cost of repairing or replacing any company supplies, materials, equipment, money or other property that I may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from the company during my employment.
5. The cost of extra or unreturned company uniforms and cleaning of uniforms.
6. The reasonable cost or fair value, whichever is less, of meals, lodging, and other facilities furnished to me by the company that's not in connection with my employment.
7. If I take paid vacation or sick leave in advance of the date I would normally be entitled to it and I separate from the company before accruing time to cover such advance leave, the value of such leave taken in advance that is not covered.
8. Any loss of inventory or funds (cash), due to employee negligence, including but not limited too, cash payments and customer deposits.

I agree that the company may deduct money from my pay under the above circumstances, or if any of the above situations occur.

Employee's Name

Company Representative

Date

Date

- (Deductions for the purpose that take the pay below minimum wage are allowed only in the case of misappropriation of money by the employee, in addition, the employer must be able to prove that the employee was personally responsible for the misappropriation.)
- (ELANet cautions that this type of deduction restricted by federal wage and hour regulations – see the provision for uniform cost deductions in Part 531 of the regulations (Title 29 of the code of Federal Regulations) and also Section 30c12 of the Department of Labors Field Operations Handbook.
- (See part 531 of the wage and hour regulations, as well as Sections 30c00-30c09 of the Field Operations Handbook.

9. EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGMENT

This employee handbook has been prepared for your information and understanding of Flying L Cellular, A LLC policies, philosophies and practices. We want you to become familiar with this handbook; it is important that you read it carefully and completely.

Upon receipt of this handbook, please sign the statement below and return to the main office or your manager by the due date.

I, _____, have received and acknowledge that I have read the Flying L Cellular's Employee Handbook revised July 2007, which outlines the policies, philosophies and practices of the Company, as well as my responsibilities as an employee.

I have been alerted that the information in this Employee Handbook is subject to change. I understand that changes may supersede, modify, or render obsolete the information in the existing Employee Handbook. As Flying L Cellular, LLC, provides notice to me of such changes, I accept the responsibility for accessing, reading, and abiding by the changes.

I understand that The Company Employee Handbook is not a contract of employment and does not constitute a contract for employment between Flying L Cellular and its employees. I have read the Employee Handbook statement about "at-will" employment on page 3 of the Employee Handbook revised July 2007; I understand my employment is and will remain "at-will."

Date: _____

Signature

Please print, sign, and return to your Store Manger or

Attn: Stacey Fairweather P.O. Box 250 Commerce, Texas 75429

NOTE: YOUR FAILURE TO RETURN A SIGNED AND DATED COPY OF THIS RECEIPT AND ACKNOWLEDGMENT WITHIN TEN (10) DAYS OF THE NOTICE IS GROUNDS FOR DISCIPLINARY ACTION OR TERMINATION.

If you wish to retain your employment or be considered for employment you must read and sign the following agreement. Included with this application is the FLYING L CELLULAR, LLC(Hereinafter referred to as FLYING L)Dispute Resolution Rules and Procedures. You should familiarize yourself with these rules and procedures prior to signing the Agreement. If the Rules and Procedures are not included with this form you must request a copy from a FLYING L representative prior to signing the Agreement. You will note that if you sign at this time you do have three (3) days to withdraw your consent. You may, of course, take the package with you and return with it signed, if you wish to

ARBITRATION FOR EMPLOYEE

I recognize that differences possibly may arise between FLYING L and me during the application or employment with FLYING L I recognize that it is in the interest of both FLYING L and me that disputes be resolved in a manner that is fair; private, expeditious, economical, final and less burdensome or adversarial than court litigation. FLYING L has an effective Open Door Policy, and I will try to take advantage of it where feasible. I understand, however, that not all issues can be resolved using the Open Door Policy.

Except as set forth below, both FLYING L and I agree to settle any and all previously unasserted claims, disputes or controversies arising out or relating to my application or candidacy for employment, employment and/or cessation of employment with FLYING L, exclusively by final and binding arbitration before a neutral Arbitrator. By way of example only, such claims include claims under federal, state and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the Family Medical Leave Act, the law of contract and law of tort.

I understand that if I do file a lawsuit regarding a dispute arising out of or relating to my application or candidacy for employment, employment or cessation of employment, FLYING L may use this Agreement in support of its request to the court to dismiss the lawsuit and require me instead to use arbitration.

I understand that I still may exercise my rights under the National Labor Relations Act and file charges with the National Labor Relations Board. I further understand that I still may file administrative charges with the Equal Employment Opportunity Commission or similar federal, state or local agency, but that upon receipt of a right-to-sue letter or similar

administrative determination, I shall arbitrate any claim that I may have against FLYING L.

I understand that I must file a claim for arbitration within one (1) year of the day on which I know or, through reasonable diligence, should have known of the facts giving rise to my claim. I further agree that if I commence an arbitration, it will be conducted in accordance with the "FLYING L Dispute Resolution Rules and Procedures."

I understand that neither this Agreement nor the Dispute Resolution Rules and Procedures form a contract of employment between FLYING Land me. I further understand that my signature to this Agreement in no way guarantees that FLYING L will offer me employment. If FLYING L does offer me employment and I become employed at FLYING L, this Agreement in no way alters the "at-will" status of my employment. I understand that my employment, compensation and terms and conditions of employment can be altered or terminate, with or without cause, and with or without notice, at any time, at the option of either FLYING L or myself. I understand that no store manager or representative of FLYING L, other than an Officer of FLYING L at the level of Vice President or above, has any authority to enter into any agreement for employment for any specific duration, to make any agreement contrary to the foregoing or to alter the FLYING L Dispute Resolution Rules and Procedures.

Applicant/Employee's Initials

The Dispute Resolution Agreement and the Dispute Resolution Rules and Procedures affect your legal rights. By signing this Agreement, you acknowledge receipt of the Dispute Resolution Rules and Procedures. You may wish to seek legal advice before signing this Dispute Resolution Agreement.

I have read this Agreement and understand that I should read the Dispute Resolution Rules and Procedures over the next few days.

I understand that I may withdraw my consent to this Agreement within three (3) days from the date on which I sign below by notifying the Applicant Screening Department in writing **(including my Social Security Number and the address of the place at which I applied for employment)** that I am withdrawing my application for employment or resigning my employment at FLYING L. The address for the Applicant Screening Department is:

FLYING L CELLULAR, LLC.
P.O.Box 250
Commerce, Texas 75429

I understand that by so notifying the Applicant Screening Department, I will not be bound to this Agreement and that I no longer will be eligible for employment at FLYING L. I recognize that if I sign Agreement and do not withdraw within three days of signing I will be required to arbitrate, as explained above, employment

related-claims which I may have against FLYING L, whether or not I become employed by FLYING L.

This Agreement will be enforceable throughout the application process, my employment, and thereafter with respect to any such claims arising from or relating to my application or candidacy for employment, employment or cessation of employment with FLYING L. We then must arbitrate all such employment-related claims, and we may not file a lawsuit in court.

AGREED:

Signature

Date

Social Security Number

<p>_____ Signature of Parent or Guardian (if under 18 years of age)</p>

FLYING L agrees to consider this Employment Application or continuation of employment and to follow this Dispute Resolution Agreement and the Dispute Resolution Rules and Procedures in connection with the Associate whose signature appears above.

FLYING L CELLULAR, LLC

By: _____