Form W-4 (2007)

Purpose. Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Because your tax situation may change, you may want to refigure your withholding each year.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2007 expires February 16, 2008. See Pub. 505, Tax Withholding and Estimated Tax.

Note. You cannot claim exemption from withholding if (a) your income exceeds \$850 and includes more than \$300 of unearned income (for example, interest and dividends) and (b) another person can claim you as a dependent on their tax return.

Basic instructions. If you are not exempt,

itemized deductions, certain credits, adjustments to income, or two-earner/multiple job situations. Complete all worksheets that apply. However, you may claim fewer (or zero) allowances.

Head of household. Generally, you may claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Worksheet below. See Pub. 919, How Do I Adjust My Tax Withholding, for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount

for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 919 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners/Multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others.

Nonresident alien. If you are a nonresident alien, see the Instructions for Form 8233 before completing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Pub. 919 to see how the dollar amount you are having withheld compares to your projected total tax for 2007. See Pub. 919, especially if your earnings ed \$130,000 (Single) or \$180.00

Wo	rksheet below. The worksheets on page 2 divide	ends, consider making nents using Form 1040-	estimated tax	(Married).	o,ooo (Sirigle) or	Ψ100,000
	Personal Allov	vances Workshee	t (Keep for yo	our records.)		
Α	Enter "1" for yourself if no one else can claim y • You are single and have only	one job; or			· · · ·	Α
В	Enter "1" if: You are married, have only control of your wages from a second job	or your spouse's wag	es (or the total o	f both) are \$1,00	0 ordess.	. в
	Enter "1" for your spouse . But, you may choos more than one job. (Entering "-0-" may help you	u avoid having too litt	le tax withheld.))		. с
D	Enter number of dependents (other than your s	spouse or yourself) yo	u will claim on	your tax return	Na capsus in th	D
E	Enter "1" if you will file as head of household	on your tax return (se	e conditions un	der Head of ho	u sehold above)	4. 5 E
F	Enter "1" if you have at least \$1,500 of child or	dependent care ex	penses for whic	h you plan to c	laim a credit .	. F
_	(Note. Do not include child support payments.					
G	Child Tax Credit (including additional child tax	credit). See Pub 972	, Child Tax Cred	dit, for more info	rmation.	<u> </u>
	 If your total income will be less than \$57,000 If your total income will be between \$57,000 at 	(\$85,000 if married),	enter "2" for ea	ch eligible child	•	
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	For accuracy, • If you plan to itemize or clai	m adjustments to in	come and want	to reduce your v	withholding, see	the Deductions
	complete all and Adjustments Worksheet	on page 2.				
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		and the second second				TOTTI W-4 DEIOW.
	Cut here and give Form	W-4 to your employe	er. Keep the top	part for your re	cords	•••••
For	W-4 Employee's	Withholding	Allowanc	e Certific	ate	OMB No. 1545-0074
Depa	Partment of the Treasury rnal Revenue Service Subject to review by the IRS	o claim a certain numbe	er of allowances o	r exemption from	withholding is	2007
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	Home address (number and street or rural route)			Married Marrie		higher Single rate.
	City or town, state, and ZIP code		4 If your last nar		at shown on your	social security card
5	Total number of allowances you are claiming	(from line H above or			· · · · · · · · · · · · · · · · · · ·	5
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	If you meet both conditions, write "Exempt" I				7	
Unc	der penalties of perjury, I declare that I have examined this	certificate and to the bes	st of my knowledge	and belief, it is true	e, correct, and cor	nolete.
Em	nployee's signature	* .	-9-		,	
	orm is not valid less you sign it.) ▶	•	Г	Date ►	•	
		ues 8 and 10 only if condi		9 Office code (optional)	40 Caralavarida	entification number (EIN
8	Employer's name and address (Employer, Complete in					antitication number /Liv

Cat. No. 10220Q

		Deduc	ctions and Adju	ustments Worksho	et:			
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Z Enter:	\$4,850 if single		•	} · · · ·			2 Ψ	
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o Subtract	line 2 from line 1. If line	e 2 is greater	than line 1, enter	"-0-"		•	3 \$	
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Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. The Internal Revenue Code requires this information under sections 3402(f)(2)(A) and 6109 and their regulations. Failure to provide a properly completed form will result in your being treated as a single person who claims no withholding allowances; providing fraudulent information may also subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, to cities, states, and the District of Columbia for use in administering their tax laws, and using it in the National Directory of New Hires. We may also disclose this information to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB

control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

as required by Code section 0.103.

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is: Recordkeeping, 46 min.; Learning about the law or the form, 13 min.; Preparing the form, 59 min. If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Products Coordinating Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send Form W-4 to this address. Instead, give it to your employer.

Employment Eligibility Verification Please read instructions carefully before completing this form. The instructions must be available during completion of this form. ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination. Section 1. Employee Information and Verification, To be

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INSTRUCTIONS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE COMPLETING THIS FORM.

Anti-Discrimination Notice. It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status it is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

Employee. All employees, citizens and noncitizens, hired after November 6, 1986, must complete Section 1 of this form at the time of hire, which is the actual beginning of employment. The employer is responsible for ensuring that Section 1 is timely and properly completed.

Preparer/Translator Certification. The Preparer/Translator Certification must be completed if Section 1 is prepared by a person other than the employee. A preparer/translator may be used only when the employee is unable to complete Section 1 on his/her own. However, the employee must still sign Section

Section 2 - Employer. For the purpose of completing this form, the term "employer" includes those recruiters and referrers for a fee who are agricultural associations, agricultural employers or farm labor contractors.

Employers must complete Section 2 by examining evidence of identity and employment eligibility within three (3) business days of the date employment begins. If employees are authorized to work, but are unable to present the required document(s) within three business days, they must present a receipt for the application of the document(s) within three business days and the actual document(s) within ninety (90) days. However, if employers hire individuals for a duration of less than three business days, Section 2 must be completed at the time employment begins. Employers must record: 1) document title; 2) issuing authority; 3) document number, 4) expiration date, if any; and 5) the date employment begins. Employers must sign and date the certification. Employees must present original documents. Employers may, but are not required to, photocopy the document(s) presented. These photocopies may only be used for the verification process and must be retained with the I-9. However, employers are still responsible for completing the 1-9.

Section 3 - Updating and Reverification. Employers must complete Section 3 when updating and/or reverliying the 1-9. Employers must reverify employment eligibility of their employees on or before the expiration date recorded in Section 1. Employers CANNOT specify which document(s) they will accept from an employee.

- If an employee's name has changed at the time this form is being updated/ reverified, complete Block A.
- If an employee is rehired within three (3) years of the date this form was originally completed and the employee is still eligible to be employed on the same basis as previously indicated on this form (updating), complete Block B and the signature block.

- If an employee is rehired within three (3) years of the date this form was originally completed and the employee's work authorization has expired or if ϵ current employee's work authorization is about to expire (reverification), complete Block B and:
 - examine any document that reflects that the employee is authorized to work in the U.S. (see List A or C),
 - record the document title, document number and expiration date (If any) in Block C, and complete the signature block.

Photocopying and Retaining Form I-9. A blank I-9 may be reproduced, provided both sides are copied. The Instructions must be available to all employees completing this form. Employers must retain completed I-9s for three (3) years after the date of hire or one (1) year after the date employment ends,

For more detailed information, you may refer to the INS Handbook for Employers, (Form M-274). You may obtain the handbook at your local INS office.

Privacy Act Notice. The authority for collecting this Information is the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 USC 1324a).

This information is for employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

This information will be used by employers as a record of their basis for determining eligibility of an employee to work in the United States. The form will be kept by the employer and made available for inspection by officials of the U.S. immigration and Naturalization Service, the Department of Labor and the Office of Special Counsel for Immigration Related Unfair Employment

Submission of the information required in this form is voluntary. However, an individual may not begin employment unless this form is completed, since employers are subject to civil or criminal penalties if they do not comply with the immigration Reform and Control Act of 1986.

Reporting Burden. We try to create forms and instructions that are accurate, can be easily understood and which impose the least possible burden on you to provide us with information. Often this is difficult because some immigration laws are very complex. Accordingly, the reporting burden for this collection of information is computed as follows: 1) learning about this form, 5 minutes; 2) completing the form, 5 minutes; and 3) assembling and filing (recordkeeping) the form, 5 minutes, for an average of 15 minutes per response. If you have comments regarding the accuracy of this burden estimate, or suggestions for making this form simpler, you can write to the immigration and Naturalization Service, HOPDI, 425 I Street, N.W., Room 4034, Washington, DC 20536. OMB No. 1115-0136.

LISTS OF ACCEPTABLE DOCUMENTS

LIST A

Documents that Establish Both Identity and Employment Eligibility

- U.S. Passport (unexpired or expired)
- 2. Certificate of U.S. Citizenship (INS Form N-560 or N-561)
- 3. Certificate of Naturalization (INS Form N-550 or N-570)
- Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization
- 5. Alien Registration Receipt Card with photograph (INS Form I-1:51 or I-551)
- 6. Unexpired Temporary Card (INS Form I-688)
- 7. Unexpired Employment
 Authorization Card (INS Form
 I-688A)
- 8. Unexpired Reentry Permit (INS Form I-327)
- 9. Unexpired Refugee Travel Document (INS Form I-571)
- Unexpired Employment
 Authorization Document issued
 by the iNS which contains a photograph (INS Form I-6888)

LIST B

Documents that Establish Identity

OR

- Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address
- ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color and address
- School ID card with a photograph
- 4. Voter's registration card
- 5. U.S. Military card or draft record
- 6. Military dependent's ID card
- 7. U.S. Coast Guard Merchant Mariner Card
- 8. Native American tribal document
- Driver's license issued by a Canadian government authority

For persons under age 18 who are unable to present a document listed above:

- 10. School record or report card
- 11. Clinic, doctor or hospital record
- 12. Day-care or nursery school record

LIST C

AND Documents that Establish Employment Eligibility

- U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
- Certification of Birth Abroad Issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- 4. Native American tribal document
- U.S. Citizen ID Card (7NS Form I-197)
- ID Card for use of Resident Citizen in the United States (INS Form I-179)
- 7. Unexpired employment authorization document issued by the INS (other then those listed under List A)

Illustrations of many of these documents appear in Part 8 of the Handbook for Employers (M-274)

Employer Name M.S.P. ELECTRIC, INC.

POST HIRING MEDICAL QUESTIONNAIRE

WELCOME TO OUR COMPANY!

This questionnaire is solely for the purpose of providing your employer with information so that we will have recourse to the Special Disal Trust Fund in appropriate cases. The questionnaire is not being used as the basis for deciding whether to employ you.

IMPORTANT - UNDER FLORIDA LAW ANY EMPLOYEE WHO FALSELY REPRESENTS HIS CONDITION IN WRITING THE TIME OF ENTERING INTO THE EMPLOYMENT RELATIONSHIP WITH THE EMPLOYER MAY BE DEN WORKERS' COMPENSATION BENEFITS.

Nar	Height: Weight:
Soc	. Sec.: Driver's Lic.: Telephone:
	STRUCTIONS: Answer YES or NO to the following questions. If your answer is YES list the approximate date of injury or tred give the details (doctor, hospital, etc.) in the space for details after the last question. Be sure to number your responses wered YES to more than one question. Do not use checks. Do not skip any questions.
1.	Have you ever had a back injury? When?
	Have you ever had a herniated intervertebral disc in your back? When?
3.	Have you ever had back surgery for removal of a disc? When?
4.	Have you ever had a neck injury? When?
5.	Have you ever had a herniated disc in your neck? When?
6.	Have you ever had neck surgery for removal of a disc? When?
7.	Have you ever had a knee injury? When? Which knee?
8.	Have you ever had surgery on either of your knees? When? Which knee?
9.	Have you ever had a shoulder injury? When? Which shoulder?
10.	Have you ever had surgery on either of your shoulders?
11.	Have you ever had an elbow injury? When? Which elbow?
12.	Have you ever had surgery on either of your elbows? When? Which elbow?
13.	Do you have or have you ever had an amputation of your foot, leg, arm or hand? When?
14.	Do you have or have you ever had epilepsy? When?
15.	Do you have or have you ever had diabetes? When?
16.	Do you have or have you ever had cardiac disease (Heart Trouble)? When?
17.	Do you have or have you ever had Marie-Strumpell disease (Ankylosing spondylitis)? When?
18.	Do you have or have you ever had total loss of sight of one or both eyes or a partial loss of corrected vision of more than 75
	percent bilaterally? When?
19.	Do you have or have you ever had residual disability from poliomyelitis? When?
20.	Do you have or have you ever had cerebral palsy? When?
21.	Do you have or have you ever had multiple sclerosis? When?
22.	Do you have or have you ever had Parkinson's disease? When?
23.	Do you have or have you ever had vascular disorder? When?
24.	Do you have or have you ever had psychonoused at 111 of 111 of 111
	Do you have or have you ever had psychoneurotic disability following treatment in a recognized medical or mental institution for a period in excess of 6 mentals:
25	for a period in excess of 6 months? When?
٠٠.	Do you have or have you ever had hemophilia? When?

(Continued

3.11
26. Do you have or have you ever had chronic osteomyelitis? When?
27. Do you have or have you ever had ankylosis of a major weight-bearing joint? When?
28. Do you have or have you ever had hyperinsulinism? When?
29. Do you have or have you ever had muscular dystrophy? When?
30. Do you have or have you ever had thrombophlebitis? When?
31. Do you have or have you ever had total deafness? When?
32. Do you have or have you ever had mental retardation? When?
33. Do you have or have you ever had any permanent physical condition which constitutes a 20-percent impairment of a member
or of the body as a whole? When?
34 Are you now or have you ever been obese (30% or more over normal body weight)? When?
35. Do you have or have you ever had rheumatic fever? When?
36. Do you have or have you ever had high blood pressure? When?
37. Do you have or have you ever had varicose veins or leg ulcer? When?
38. Do you have or have you ever had tuberculosis? When?
39. Do you have or have you ever had allergies or asthma? When?
40. Do you have or have you ever had skin trouble? When?
41. Do you have or have you ever had reaction to serum or drug? When?
42. Do you have or have you ever had kidney or bladder trouble? When?
43. Do you have or have you ever had ulcers? When?
44. Do you have or have you ever had head injury? When?
45. Do you have or have you ever had cancer? When?
46. Do you have or have you ever had arthritis or rheumatism? When? Where?
What location of the hody?
47. Have you ever been ruptured (had a hernia)? When? Which side?
Was surgery performed? When?
48. Have you ever had any injury, operation or any disability not covered by the above questions? When?
49. Is there any question you do not understand? Which question?
SPACE FOR DETAILS
All statements and information given in this application are true, to the best of my knowledge and belief.
and mormation given in this application are true, to the best of my knowledge and belief.
Name of Applicant (Printed)
Name of Applicant (Signed) Date:

TO BE COMPLETED BY EMPLOYER

Reviewed by:	Title:		Date:	
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♦ 5415 NW 24th Street ♦ Suite 103 ♦ Margate, FL 33063 ♦ (954) 978 5 • (954) 968-5814 fax

DRUG FREE WORKPLACE COMPANY POLICY

M.S.P. Electric, Inc. will establish an in-depth Drug Free Work Place program effective 3/17/99. The program is an extension of our work safety and employee health programs. The program requires as a condition of continued employment, that employees refrain from substance abuse both on and off the job, that can cause the employee to either report to work or be working with the presence of drugs or alcohol in his/her body, at or in excess of quantities defined by Florida statutes.

This policy statement will serve as a one-time 60 day notice to employees, before drug testing will be implemented. (Existing employees excluded.)

WHAT IS SUBSTANCE ABUSE

Substance abuse includes but is not limited to the consumption by any means of any legal or illegal substance that alters an individual's normal behavior and results in intoxication and/or renders the employee incapable of safe/efficient job performance. Substance abuse also includes over use of legally prescribed drugs, selling, trading, giving away, possession or offering for sale illegal or prescription drugs, to include alcohol, on company property, while operating a company vehicle on or off company property or operating a personal vehicle while on company business or any of the above at a designated work site.

An expanded substance abuse testing program will be implemented to include the following:

1. Pre-employment testing.

Testing for reasonable suspicion of substance abuse.

3. Testing will be performed following on the job accidents.

4. Testing will be a part of all fitness for duty medical examinations.

5. All employees participating in a substance abuse rehabilitation program will be subject to quarterly testing for a period of 2 years after program completion.

6. Random testing of <u>all</u> employees will be conducted to promote abuse abstinence.

7. Employees will be tested after a 30 day or greater lay off or return to work after a leave of absence.

The testing performed will analyze a urine or blood specimen for the presence of any of the following substances or a metabolite of the substance.

Alcohol - Ethyl alcohol as a beverage or as part of a medication.

Marijuana - Cannabinoids, THC.

- 3. Cocaine
- 4. Methadone Dolophine, Methadose.

Barbiturates - Nembutal, Tuinal, Seconal, etc.

Amphetamines - Desoxyn, Biphetamine, Dexedrine, etc.

7. Methaqualone - Qualudes.

Opiates - Codeine, Percodan, Paregoric, Morphine, etc. Propoxyphene - Darvon, Dolene, etc.

Phencyclidine – PCP.

11. Benzodiazepines - Librium, Valium, Xanax, Serax, Halcion, etc.

Testing may also include designer drugs or other abused substances that are added by Florida statutes.

A list of the most common drugs or medications by brand name, common name, as well as chemical name, which may alter or affect a drug test is provided to all job applicants and employees at the time of testing (page 5, specimen donor's copy and last page of this policy statement.)

A form will be provided for employees or job applicants to voluntarily and confidentially report to a Medical Review Officer the use of prescription or non-prescription medications both before and after being tested. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test result.

Specific confirmation testing will be performed for all positive screening test results. Employees testing positive for prescription drugs that are commonly abused must produce evidence from their attending physician to justify the treatment necessity for use of the drug(s).

Within 5 working days after receipt of a positive confirmed test result from the Medical Review Officer, an employer shall inform an employee or job applicant in writing of such positive test result, the consequences of such results and the options to the employee or job applicant.

The employer is responsible for testing costs, except for test costs that are involved with an employee or job applicant challenge of initial test results.

REASONABLE SUSPICION TESTING

Employees reporting to work that demonstrate impaired conduct that is unsafe for job performance or if employees become similarly impaired on the job, will be interviewed and/or observed by 2 supervisors or managers to determine the cause of the irregular behavior.

If the supervisors both conclude that the irregular behavior is unsafe, the employee will not be allowed to continue working and will be transported home or to a medical facility. The employee will not be allowed to drive any motor vehicle. If this condition persists and a medical problem is not the cause, the employee may be tested for substance abuse regardless of the cause of irregular behavior.

Reasonable suspicion testing shall also be conducted when there is:

- 1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- 2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

3. A report of drug use, provided by a reliable and credible source.

- 4. Evidence that an individual has tampered with a drug test during his/her employment with the current employer.
- 5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employers vehicle, machinery or equipment.

Supervisors will complete an incident report for observed irregular conduct, documenting their observations and the results of the employee interview. Final disposition of the incident will be documented with signatures and the dates listed by both supervisors.

A copy of the supervisor's report will be provided for the employee, with appropriate employee's signature of receipt.

This confidential Incident Report will be retained by the employer for a period of at least 1 year.

CONSEQUENCES OF POSITIVE TEST OR TEST REFUSAL

Refusal or failure to submit to testing or a laboratory and Medical Review Officer confirmed positive test result following an on the job accident or injury will disqualify and employee from Workers Compensation benefits.

Testing positive for abused substances will eliminate applicants from employment consideration.

Failure to participate in random, reasonable suspicion, pre-employment, fitness for duty or other company designated drug testing may result in termination of employment.

An employee will be terminated from employment for a positive test result. Refusal or failure to submit to testing following an on the job accident will result in termination of employment.

M.S.P. Electric, Inc. shall not discipline, discharge or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol or drug rehabilitation program.

OTHER GROUNDS FOR TERMINATION

An employee bringing onto the company's premises or job sites; having possession of; being under the influence of; possessing in the employee's body, blood, or urine (at levels exceeding or equal to established cut off levels, 38F-9.007 (4); or using, consuming, transporting, selling or attempting to sell, giving away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time is guilty of misconduct and is subject to discipline to include discharge, suspension without pay or other actions, even for a first offense.

CHALLENGING TEST RESULTS

An employee may challenge a confirmed positive test result by submitting an explanation in writing to the Human Resources Department of the employer, concerning personal circumstances that might have affected the results and explaining why the result does not constitute a violation of the employer's policy. This challenge must be submitted within 5 working days following the employee notification of a confirmed test result. The donor of a tested specimen will be responsible for providing all necessary documentation, (i.e.), a doctors report, signed prescription or current prescription container with relevant information and other related supporting documents.

The employer will within 15 days of receipt of the employee's written explanation or challenge of positive test results, provide a written explanation to the employee as to why the employee's explanation is unsatisfactory, along with a copy of the positive test results.

All such documentation shall be kept confidential by the employer and shall be retained by the employer for at least 1 year.

An employee or job applicant who receives a positive confirmed test result may contest or explain the result to the employer's Medical Review Officer within 5 working days after receiving written notification of the test result. If an employee's or job applicant's explanation or challenge is unsatisfactory to the Medical Review Officer, the Medical Review Officer will report a positive test result back to the employer.

The employee or job applicant desiring to challenge a test result will be responsible for notifying the original testing laboratory of an alternate HRS licensed laboratory, for the purpose of transferring, under Chain of Custody, a portion of the employee's or job applicant's specimen for retesting. The employee may have a portion of their original specimen retested during a period of 180 days following written notice of a positive test result. When an employee undertakes a challenge to the result of a test it shall be the employee's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case is settled.

An employee may undertake an administrative challenge by filing a claim for benefits with a judge, of Compensation Claims, concerning a workplace injury. Other challenges not involving workplace injuries must challenge a test result in a court of competent jurisdiction.

Employees or job applicants may consult with the Medical Review Officer for technical information regarding prescription or non-prescription medications that may affect test results.

Job applicants or employees whose drug test results are confirmed positive shall not by virtue of the result alone, be defined as having a "handicap".

GETTING HELP

M.S.P. Electric, Inc. will provide a file of rehabilitation and treatment programs/facilities for employee reference. This file includes the following examples of rehabilitation programs/facilities, plus a detailed listing of programs/facilities developed by the Florida Alcohol and Drug Abuse Association.

Broward Addiction Recovery Center 4487 North State Road 7 Ft. Lauderdale, FL 33319 954-497-3640

Spectrum Programs Inc. 1550 NW 30th Avenue Pompano, FL 33069 954-367-5403

Pompano Treatment Center Inc. 380 SW 12th Avenue Pompano Beach, FL 33069 954-782-9774

Employees may inspect this program file on a confidential basis, in the business office, during normal hours of operation.

CONFIDENTIALITY OF INFORMATION

All drug test information, reasonable suspicion reports, or other related information concerning an individual will remain confidential and will not be disclosed except for conditions described in Florida Statutes.

Release of such information under any circumstances other than those described in Florida Statutes, will be solely pursuant to a written consent, voluntarily signed by the person tested. The consent duration and precise information to be disclosed will be stated.

The test information shall not be released or used in any criminal proceeding against the employee or job applicant and if released will be inadmissible as evidence in any criminal proceeding.

GOVERNMENTAL COMPLIANCE

This Drug Free Work Place Policy is implemented pursuant to requirements under F.S. 440.102 and administrative rules of Agency For Health Care Administration, Chapter 59A-24.

SUBSTANCE USE/ABUSE (Special Conditions)

Use of hemp products by employees represents prohibited conduct and is grounds for dismissal.

The use of hemp products $\underline{\text{will not}}$ be considered a legitimate medical explanation for a positive marijuana drug test. (THC).

An <u>adulterated test result</u> for potassium nitrite, bleach, salt or other substances/chemicals will be considered a positive test result.

Alcohol use before reporting to work, during working hours or at mealtimes or break periods is prohibited. Use of non-alcoholic brews such as O'Doul's, that will project "alcohol breath" to customers, management or other employees is similarly prohibited.

M.S.P. ELECTRIC INC. 5415 NW 24TH ST. # 103 MARGATE, FL 33063-7730

CERTIFICATE OF ACKNOWLEDGEMENT

I hereby certify that I have received and read the M.S.P. El	ectric, Inc. Drug
Free Work Place Policy regarding substance and screening	g for substance
abuse. If I do not understand any part of the program,	l will seek and
explanation from a member of Company Manage	ement.

Date			. 61			Nam	e (p)	ease	prin	t),	
Witne	 ess	 	 		•	Signa	atur	 e			 · · ·

DRUG TEST COST DEDUCTION

REF: DRUG TESTING COSTS	
ATTN: ALL EMPLOYEES	
a drug test for any employee that is	act from the employees final paycheck, the cost of terminated or resigned within 90 days of their esting required may also be deducted from the discretion.
Employee Signature	Date
Witness	Date

Status: Accepted

Effective Date: 7/8/99

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which M.S.P. Electric wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject off acceptable standards of operation. Contact the President for further information or questions about conflicts of interest.

Transactions with outside firms must be conducted within framework established and controlled by the execution level of M.S.P. Electric. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

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

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

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

In addition to the above, M.S.P. Electric employees shall not engage in secondary employment as follows:

1. Be employed by any other firm or person, including self-employment, if such firm or person is a customer, competitor or vendor of M.S.P. Electric.

2. Have any dealings with any other business enterprise which might affect the employee's independence of judgment in transactions between M.S.P. Electric and other business enterprise or otherwise conflicts with the proper performance of the employee's duties at M.S.P. Electric.

3. Use any M.S.P. Electric's facilities, vehicles, tools, equipment, materials, phones, computers or employees currently employed with M.S.P. Electric for personal

gain not invoiced by M.S.P. Electric.

- A M.S.P. Electric employee shall not maintain personal financial interests as follows:
 - 1. Supplier/Customer Relationships M.S.P. Electric employees may not have any interest in subcontractor, suppliers or customer of M.S.P. Electric which interest could in any respect compromise the employee's loyalty to M.S.P. Electric.
 - 2. Competitor Relationships A M.S.P. Electric employee may not have any interest in an enterprise the business of which is similar to that of M.S.P. Electric.
 - 3. Interest of Associates The interest of a M.S.P. Electric employee's associate in a subcontractor, supplier, customer or competitor of M.S.P. Electric may create a conflict of interest, depending upon the fats and circumstances of the particular case, and should be approved by the president of M.S.P. Electric.

"Associate" for purpose if this policy statement shall mean:

- a) Any relative of a M.S.P. Electric employee; anyone living in the employee's Household or to whom the employee furnishes support, or any person having a personal relationship with the M.S.P. Electric employee, similar to the above.
- b) Any business in which the employee has a financial interest.

110 – Outside Employment

Status: Accepted

Effective Date: 07/08/99 Revision Date: 12/13/04

A M.S.P. Electric employee shall not engage in secondary employment as follows:

- 1. Be employed by any other firm or person, including self employment, if such firm or person is a customer, competitor or vendor of M.S.P. Electric.
- 2. Have any dealings with any other business enterprise which might affect the employee's independence of judgment in transactions between M.S.P. Electric and the other business enterprise ir otherwise conflicts with the proper performance of the employee's duties at M.S.P. Electric.
- 3. A M.S.P. Electric employee may not have any interest in an enterprise the business of which is similar to that of M.S.P. Electric.
- 4. Use any M.S.P. Electric's facilities, vehicles, tools, materials, equipment, phones, computers or employees currently employed with M.S.P. Electric for personal gain not invoiced by M.S.P. Electric.

Unauthorized Use of Company Resources

Use of company time, equipment or any other resources for any non-work related reason is not allowed. This includes use of company time to conduct non-work related activities.

M.S.P. Electric employees who violate any provision of these policies will be subject to disciplinary action up to and including termination.

051 - Employee Acknowledgement Form

Status: Accepted

Effective Date 12/13/04

EMPLOYEE ACKNOWLEDGEMENT FORM

Please acknowledge the receipt of policies 108 and 110 concerning Conflicts of Interest and Outside Employment. After having reviewed theses pages, sign the attached acknowledgement form and return it to the office. If you should have any questions regarding these policies, please refer your questions to Martin Price, President of M.S.P. Electric, Inc.

EMPLOYEE'S	NAME (printed	i):	
EMPLOYEE'S	S SIGNATURE:		
DATE:			denne i de la

M.S.P. ELECTRIC, INC. 5415 NW 24TH ST. #103 MARGATE, FL 33063-7730

NON-DISCLOSURE AND COVENANT NOT-TO-COMPETE AGREEMENT

This agreement entered into this	day of	. 19
by and between M.S.P. Electric, Inc., hereinaft	ter referred to as '	"Employer", and
hereinafter referred to as "Employee".		

WHEREAS, Employee, by the nature of his employment becomes aware of names and addresses of customers, financial information, business techniques, and other factors which are of a confidential nature and which should not be disclosed to competitors or otherwise used for the benefit or profit of non-employees of the Employer; and

In consideration of the sum of (\$0.00) Dollars, and in consideration of continued employment of the Employee, Employee does hereby warrant and agree:

- 1. All written and oral confidential proprietary information of the company whether or not discovered or developed by the employee, and of third parties (such as suppliers, customers, and consultants) who may impart information and confidence to the company known by the Employee as a result of his employment with the company. Such confidential proprietary information shall further include, but not be limited to, all financial information relating to the company and any and all customer lists, known by the Employee as a direct or indirect result of his employment with the company.
- 2. That he will hold confidential and shall not, either during the course of his employment or thereafter, directly or indirectly, disclose, publish or use for the benefit of himself, his future employers, or any third person, any of the information of a confidential nature disclosed to him by the Employer herein or learned by him as a result of such employment.
- 3. Employee further agrees that none of such information shall be utilized by him for his own personal gain, either directly or indirectly, or in conjunction with others, and that all such information shall remain of an absolute and strict confidential nature, and shall remain the property of M.S.P. Electric, Inc.
- 4. In the event of termination of his employment, Employee shall promptly

return to his Employer any and all documents, records, and any and all other information including client lists and client information, and any other financial information belonging to the Employer.

- 5. During the term of his employment and upon termination of employment of the Employee with the Employer, with or without cause, so long as the Employer, or its successor in interest, is engaged in its present business, which include, but are limited to, the following services: The planning, sale, and installation of commercial and residential electrical contracting services. The Employee shall not render the same or similar services, directly or indirectly, as an employee, superintendent, service manager, electrician, electrician's helper, proprietor, contractor, employer, partner; or as a stockholder, director, officer or associate of any corporation, to any of Employer's existing accounts or prospective accounts which the Employer is actively seeking at the time of the Employee's termination, within the geographical area including the counties of Dade, Broward and Palm Beach within the State of Florida for a period of two (2) years from the date of termination. In the event of a breach of this provision, the Employer may elect to seek an injunction restraining the Employee and/or monetary damages which result from the Employee's breach, and, if the Employer revails, he shall be entitled to recover from Employee any court costs and reasonable attorneys' fees which Employer may incur in enforcing this agreement, including, but not limited to, the costs of any appeals. This covenant shall be deemed independent of all other provisions of this agreement, and any breach of this agreement by either party shall not affect the provision of this independent covenant which shall remain in full force and effect and shall survive the termination of employment for a period of not less than two (2) years.
- 6. This agreement shall be construed in accordance with the laws of the State of Florida.
- 7. In the event that any action must be taken for the enforcement of the agreement, it is agreed that the venue thereof shall lie in Broward County, Florida.
- 8. The invalidity of unenforceabilty of any particular provision of this agreement shall not effect the other provisions hereof and the agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted.
- 9. The Employee acknowledges that his services under this agreement are of

a special, unique, unusual, extraordinary, intellectual character, and that a breach by the Employee of this agreement will cause the company irreparable injury and damage.

- 10. In the event of an actual or threatened breach of this agreement by the Employee, or any dispute arising out of this employment or agreement, Employer shall be entitled to an injunction restraining Employee from disclosing or using any of the confidential information obtained by him during his employment, shall be entitled to recover damages from employee and shall be entitled to recover from Employee any court costs and reasonable attorneys' fees which Employer may incur in enforcing this agreement, including but not limited to the costs of any appeals.
- 11. Except as required by the Employee's duties to the company, the Employee shall never (during or after any period of employment) directly or indirectly, use, publish, disseminate, or otherwise disclose any confidential information without the express prior written consent of the company.
- 12. This instrument contains the entire agreement of the parties. This agreement may not be changed orally, but only by an agreement in writing signed by both the Employer and Employee.

IN WITNESS WHEREOF, the undersigned have executed this agreement as of the date set forth thereof.

WITNESSES:	M.S.P. EL	M.S.P. ELECTRIC, INC.		
	A Florida	Corporation		
	By:			
	 EMPLOYER			
	By:			
	EMPLOYEE			

MSP ELECTRIC, INC.

♦ 5415 NW 24th Street ♦ Suite 103 ♦ Margate, FL 33063 ♦ (954) 978-3525 ♦ (954) 968-5814 fax

MANDATORY TOOL LIST FOR FOREMAN/JOURNEYMAN

1 – PAIR 9" SIDE CUTTERS	1 – PAIR 8" DIAGONAL CUTTERS			
1 – PAIR 6" NEEDLE NOSE PLIERS	1 – PAIR TIN SNIPS			
1 – 10" WOOD CHISEL	1 – 12" TRIM SCREWDRIVER			
1 – 6" STRAIGHT SCREWDRIVER	1 – 8" STRAIGHT SCREWDRIVER			
1-11/2" STUBBY SCREWDRIVER	1-9" TORPEDO LEVER -2 WAY			
1 – 4" #2 PHILLIPS SCREWDRIVER	1 – HEAVY DUTY HACKSAW			
1 – 200Z STRAIGHT CLAW HAMMER	1 – COLD CHISEL 10"X 34" OR			
1 – 25" X 34" W TAPE MEASURE	EQUIVALENT			
1 – PAIR WIRE STRIPPERS	1 – POLY TAP			
2 - PAIRS CHANNEL LOCK PLIERS	1 – TOOL POUCH WITH BELT			
1 – POCKET KNIFE	1 – SCRATCHAWL			
1 – HAND KO SET ½" TO 1 ¼"	1 – HARD HAT			
1 – VOLTAGE TESTER	1 – KEYHOLE SAW			
1 – HAND NUT DRIVER SET UP TO 1/2"	1 – SOCKET SET UP TO 34"			
1-18" SQUARE	1 – 100" MEASURING TAPE			
1 – SET OPEN & CLOSED WRENCHES	1-2" 2 WAY MAGNETIC LEVEL			
UP TO 34"	1 - CHAIN WRENCH (4" COND.)			
1 – STAKON CRIMP TOOL	1 – 2 LB, HAMMER			
1 – CHALK LINE BOX	1 – 14 OZ PLUMB BOB			
1 – ALLEN KEY SET 1/16" TO 3/8"	1 - PLUG IN CIRCUIT TESTER			
1 – CRESCENT WRENCH	1 – AMP PROBE			
1 – VOLT-OHM METER	1 – FLASHLIGHT			
1 – BATTERY SCREW GUN	1 – TAPCON DRIVER			
1 – 7/8" WHOLE SAW	1-11/8" WHOLE SAW			
1-BX CUTTER	1 - SAFETY GLASSES & GLOVES			
1-WHOLE SAW	1 - CAULKING GUN			
This is a minimum tool list for our foreman weeks of employment with the exception of the employee is to report to work.	All tools should be			

Date:

Employee Signature:

MSP ELECTRIC, INC.

♦ 5415 NW 24th Street ♦ Suite 103 ♦ Margate, FL 33063 ♦ (954) 978-3525 ♦ (954) 968-5814 fax

MANDATORY TOOL LIST FOR HELPER / APPRENTICES

1 – SCREW GUN W/ EX BATTERY	1 – PAIR 8" DIAGONAL CUTTERS		
1 – PAIR 9" SIDE CUTTERS	1 – PAIR TIN SNIPS		
1 – PAIR 6" NEEDLE NOSE PLIERS	1 – 6" TRIM SCREWDRIVER		
1-3" STRAIGHT SCREWDRIVER	1 – SCRATCHAWL		
1-11/2" STUBBY SCREWDRIVER	1 – 9" TORPEDO LECER – 2 WAY		
1 – 4" #2 PHILLIPS SCREWDRIVER	1 – HEAVY DUTY HACKSAW		
1 – 160Z STRAIGHT CLAW HAMMER	1 – COLD CHISEL 10"X 3/4" OR		
1 – 25" X 1" TAPE MEASURE	EQUIVALENT		
1 – PAIR WIRE STRIPPERS	1 – POLYTAP		
2 - PAIRS CHANNEL LOCK PLIERS	1 – TOOL POUCH WITH BELT		
1 – RAZOR KNIFE	1 – ¼" NUT DRIVER		
1 – KEYHOLE SAW	1 – 5/16" NUT DRIVER		
1 – BATTERY SCREWGUN	1 – TAPCON DRIVER		
1 – 7/8" WHOLE SAW	1-11/8" WHOLE SAW		
1 - WHOLE SAW	1 - SAFETY GLASSES & GLOVES		
1 - BX CUTTER	1 – HARD HAT		

This is a minimum tool list for our foreman. All tools should be acquired within two weeks of employment with the exception of the hard hat, which is required before the employee is to report to work.

Employee Signa	ature:	Date: _	