



Retail Store Employee Handbook

WELCOME TO
WESTERN REFINING

Employee Handbook
For
Retail Store Associates

TABLE OF CONTENTS

INTRODUCTION

History of Western Refining	1
Retail Guiding Principles.....	2
Retail Mission	2
Retail Vision.....	2

BUSINESS PRACTICES

Code of Business Conduct and Ethics.....	3
Insider Trading.....	9
Whistleblower Policy	11
Confidential Nature of Company Affairs.....	13
Open Door Policy.....	13

EMPLOYMENT AND PAY PRACTICES

Employment At Will.....	14
Employment Eligibility.....	14
Equal Opportunity Employer	14
Policy Against Harassment/Discrimination (Including Sexual Harassment).....	14
Mutual Agreement to Arbitrate Claims	15
Employment Classifications	16
Employment of Relatives	17
Work Schedules & Time Records	17
Payroll and W-2's.....	18
ADP Self-Service HR and Benefits Website	18
Performance Evaluations.....	19
Career Opportunities.....	19
Transfers.....	19
Other Employment.....	19
Personnel Files.....	19
Terminations	20

BENEFITS

Employee Benefit Programs	20
Educational Assistance.....	21
Notice of Special Enrollment.....	22
Notice of Privacy Practices	23
Vacation Pay.....	25
Holiday Pay.....	25
Sick Pay.....	25
Worker's Compensation Insurance	26

ABSENCES	
FMLA Leave	26
Medical Leave.....	27
Return to Work.....	28
Light Duty.....	28
Bereavement Leave.....	29
Military Leave.....	29
Jury Duty/Court Appointments	29
STANDARDS OF CONDUCT	30
Workplace Violence Policy.....	31
Social Media	32
DRUG AND ALCOHOL POLICY	33
STORE OPERATIONS	
Courtesy	37
Customer Relations	37
Store Etiquette	38
Handling & Sale of Alcohol Beverages, Tobacco, & Age Restricted Products	38
Honest & Ethical Behavior	38
Attendance & Punctuality.....	39
Work Assignments & Scheduling.....	39
Cash Handling & Inventory Control.....	40
Personal Appearance/Dress Code	41
Solicitation	41
Phone Calls	42
Personal Electronic Devices	42
Computer Use.....	42
Passwords	43
Internet and Electronic Mail Use	43
SAFETY & SECURITY	44
Loss Prevention	44
Personal Property	44
Driving Policy	45
Customer Accidents.....	48
Employee Accidents	48
Firearms and Weapons.....	48
Robberies	48
SUMMARY	49

INTRODUCTION

Welcome to Western Refining!

Western Refining¹ (“Western Refining” or “Company”) is the nation’s fourth largest publicly traded independent oil refiner. With headquarters in Tempe, Arizona, the company operates primarily in the Southwestern and Mid-Atlantic regions of the United States. Our refineries are located in El Paso, Texas and Gallup, New Mexico.

Western Refining also owns and operates wholesale and transportation businesses that compliment the refining operations. Through our refineries and affiliated companies, we serve a broad customer base in Arizona, southern California, Colorado, Nevada, New Mexico, west Texas, Utah, northern Chihuahua, Mexico, and the central East Coast region.

Western Refining’s retail operations include over 250 convenience stores and gas stations located in Texas, New Mexico, Arizona, and Colorado. The company markets under the brands, Giant, Howdy’s, Sundial, Western Express, and Mustang. We also operate a number of locations featuring major fuel brands – Shell, Conoco, 76, Phillips 66 and Chevron.

Western Refining is committed to creating a positive environment for its employees. Western Refining believes in utilizing its employee’s talents through cross-training strategies, promotion, and by providing employees the tools they need to develop, grow, and succeed in their careers. It is also dedicated to providing the highest customer service and satisfaction to all of its customers and believes in the 100% Customer Satisfaction Guarantee.

Western Refining is an Equal Opportunity Employer that values diversity by recruiting and retaining diverse professionals as part of our organization’s development goals and supports a drug free work environment.

Western Refining strives to be a leader in our industry, as well as in the civic and charitable causes important to our communities. We take great pride in the fact that our employees volunteer countless hours in community services and that we, as a company, are actively involved in the activities and events that matter to you.

Please take the time to read this booklet carefully and completely. Additional, more specific information regarding some of the policies, procedures and/or practices of Western Refining may be found in its *Safety Manual*, *Personnel Reference Manual*, or other reference/communication sources. Some policies in the Personnel Reference Manual do not apply to Retail store employees. Contact a Human Resource representative if you have any questions or if you need clarification regarding the policies applicable to your employment.

This handbook is intended only as a guideline and is not intended to be all-inclusive, nor does it create an employment contract either express or implied. The policies, procedures, and practices referenced in this handbook may be reviewed and revised by Western Refining at any time, for any reason and with or without prior notice.² The Company also reserves the right to interpret all policies, procedures and practices and may make exceptions on a case-by-case basis as circumstances warrant. Employees are encouraged to ask questions and seek guidance or assistance, and will be held to the standards contained in these policies.

¹ The term “Western Refining” is used in a generic sense and includes all companies owned or controlled by Western Refining, Inc. or any of its subsidiaries or affiliated companies.

² If you have signed an agreement providing for final and binding arbitration of any disputes you have with Western Refining and/or any of its customers or vendors, then this provision does not apply. Western Refining agrees not to change any such arbitration agreement without at least two (2) weeks notice to you and then only with respect to any claims that arise after that notice. Any pending claims will not be affected.

Retail Guiding Principles

100% Customer Satisfaction Guaranteed

- Safety in all we do.
- Open, honest and timely communication.
- Be professional and accept responsibility for your actions.
- Treat everyone with respect.
- Care enough to ask why.
- Take pride and ownership in what you do.

Retail Mission

- We will enhance shareholder return by providing a consistent profit stream and a large, stable customer base for our refineries.
- We will accomplish this by providing unmatched excellence in customer service, satisfying the fuel, merchandise and convenience needs of the local and traveling population in which we serve.

Retail Vision

We will:

- Be a market leader in customer service, convenience and value.
- Be the employer of choice offering a work environment where employees take ownership for, and are accountable to, internal and external safety.
- Be recognized as a supporter of the communities in which we serve.
- Be a growing chain of highly profitable convenience and fuel stores.

One Team...One Goal

BUSINESS PRACTICES

CODE OF BUSINESS CONDUCT AND ETHICS

This Code of Business Conduct and Ethics ("*Code of Business Conduct*") covers a wide range of business practices and procedures. It does not cover every issue that may arise but it sets out basic principles to guide all of our personnel. All directors, officers and employees must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. This Code of Business Conduct applies to every member of the Board of Directors, officer and employee of Western Refining, Inc., all of its subsidiaries and all affiliates in which the Company directly or indirectly holds a majority interest (collectively referred to as the "*Company*").

To further the Company's fundamental principles of honesty, loyalty, fairness and forthrightness, the Company has established this Code of Business Conduct. This Code of Business Conduct strives to deter wrongdoing and, to that end, promote the following objectives:

1. Honest and ethical conduct, including the handling of actual or apparent conflicts of interest between personal and professional relationships;
2. Full, fair, accurate, timely and understandable disclosure in all reports and documents required to be filed with governmental authorities and in other public communications;
3. Compliance with the applicable government and self-regulatory organization laws, rules and regulations;
4. Prompt internal reporting of violations; and
5. Accountability for compliance with this Code of Business Conduct.

The following discusses situations that require application of the Company's fundamental principles and promotion of the Company's objectives. In certain instances, this Code of Business Conduct may require conduct that exceeds legal minimums, but all Code of Business Conduct requirements are the internal "law" of the Company and binding on all directors, officers and employees.

I. COMPLIANCE WITH LAWS

The activities of the Company and each director, officer and employee are expected to be in full compliance with the letter and spirit of all applicable laws, rules and regulations. It would be impossible to summarize here all of the laws, rules and regulations with which the Company and its directors, officers and employees must comply. However, each director, officer and employee of the Company is expected to understand, respect and comply with all of the laws, regulations, policies and procedures that apply to him or her in his or her position with the Company. Each employee is responsible for talking to his or her immediate supervisor to determine which laws, regulations and policies apply to his or her position and what training, if any, is necessary to understand and comply with such laws, regulations and policies.

If any director, officer or employee has any questions about his or her obligations under any applicable law, rule, regulation or policy, he or she should seek advice from his or her immediate supervisor or the Company's Vice President-Legal, Secretary and General Counsel, the Company's Compliance Officer.

II. CONFLICTS OF INTEREST

General. All directors, officers and employees of the Company have a primary business responsibility to the Company and must avoid any activity that may interfere, or have the appearance of interfering, with the performance of this responsibility. Business decisions must be based solely on the best interests of the Company, without regard to personal, family or other extraneous considerations.

A "Conflict of Interest" exists when a real or perceived private interest of a director, officer or employee is in conflict with the interest of the Company; any such individual receives improper personal benefits as a result of his or her position with the Company; or the individual has other duties, loyalties, responsibilities or obligations that are, or may be viewed as being, inconsistent with the Company.

Conflicts of interest can arise when an individual's position or responsibilities with the Company present an opportunity for gain apart from his or her normal rewards of employment. They can also arise when an individual's personal or family interests are, or may be viewed as being, inconsistent with those of the Company and therefore as creating conflicting loyalties. Such conflicting loyalties can cause a director, officer or employee to give preference to personal interests, either internally or externally, in situations where Company responsibilities come first.

A director, officer or employee may not personally benefit from his or her relationship or employment with the Company except through compensation received directly from the Company. This prohibition does not apply to discounts offered by merchants that are generally available to all employees of the Company.

Conflicts of interest are prohibited as a matter of Company policy. Each director, officer or employee should manage his or her personal or business affairs to avoid conflicts of interest or even the appearance of a conflict of interest. Conflicts of interest may not always be easily recognized or identified. While the following will provide certain examples, if a question arises, a director, officer or employee should consult with the Compliance Officer.

A director, officer or employee should not handle any transaction which is or could be viewed as a conflict of interest because of a material connection with the individual or company involved. Personal interest which might affect, directly or indirectly, the proper exercise of judgment should be avoided.

Any director, officer or employee invited to serve as a director of an outside company should not accept such position without prior approval of the Compliance Officer. Service on boards of charitable and civic organizations is encouraged and is permitted to the extent that it does not unreasonably interfere with the duties and responsibilities of such director, officer or employee. Notwithstanding the foregoing, independent directors of the Company are not required to seek such approval but should promptly notify the Compliance Officer of any new position accepted.

Any director, officer or employee should not participate in a business decision with respect to an entity that is a material competitor of the Company in which his or her family member is an employee or has a significant financial interest.

Soliciting contributions or the sale of goods and services by or for other businesses or organizations on Company property is prohibited unless prior consent is received from an officer of the Company.

Outside Activities. A director, officer or employee should obtain prior approval from the Compliance Officer before participating in business activities outside the Company that could either unreasonably interfere with his or her duties and responsibilities to the Company or reflect poorly on the Company. The Company will generally approve such activities unless it is felt that such activities are not in the best interest of the Company or that a conflict of interest otherwise exists.

The appearance of a conflict of interest can be as damaging to the Company as an actual conflict. Each director, officer and employee should conduct himself or herself at all times so as to avoid apparent conflicts. If a director, officer or employee believes that he or she may have a conflict of interest, such director, officer or employee should disclose it immediately to, and seek guidance from, the Compliance Officer.

III. GIFTS AND ENTERTAINMENT

In addition to the guidelines set forth in Section II above, the Company does not permit the following:

1. A director, officer or employee should not accept a loan from any Company customer or supplier.
2. A director, officer or employee should not accept a fee from a third-party for performing any act that the Company could have performed.
3. In any case where a gift, whether in cash or in kind, could raise a question that an individual's judgment is influenced, such director, officer or employee should report such gift to the Compliance Officer.
4. A director, officer or employee should decline a gift if there would be even the slightest implication of influence on future dealings.
5. A director, officer or employee should not do indirectly what he or she is prohibited from doing directly. For example, a director, officer or employee should not have a family member accept a prohibited gift.

Every effort should be made to refuse or return an impermissible gift. If it would be inappropriate to refuse a gift or a gift cannot be returned, the gift should promptly be reported to the attention of the Compliance Officer, who may require that the gift be donated to an appropriate community organization.

IV. BRIBERY

Directors, officers and employees are strictly forbidden from offering, promising, or giving money, gifts, loans, rewards, favors or anything of value to any person or company, including any governmental official, employee, agent or other intermediary (either inside or outside the United States), which is prohibited by law. Those paying a bribe may subject the Company and themselves to civil and criminal penalties. When dealing with government customers or officials, no improper payments will be tolerated. If any offer of money or gifts is received that is intended to influence a business decision, then it should be reported to the Compliance Officer immediately.

The Company prohibits improper payments in all of its activities, whether these activities are with governments or in the private sector.

V. POLITICAL CONTRIBUTIONS AND ACTIVITIES

Federal and state contribution and lobbying laws severely limit the contributions that the Company can make to political parties or candidates. It is Company policy that Company funds or assets shall not be used to make a political contribution to any political party or candidate, unless prior approval has been given by the Compliance Officer.

The Company encourages its directors, officers and employees to become involved in civic affairs and to participate in political activities. Employees must recognize, however, that their involvement and participation in political activities must be on an individual basis, on their own time and at their own expense. Furthermore, when a director, officer or employee speaks on public issues, it must be made clear that comments or statements made are those of the director, officer or employee and not the Company.

VI. CORPORATE OPPORTUNITIES

A director, officer or employee shall not take personal advantage or obtain personal gain from an opportunity learned of or discovered during the course and scope of his or her employment or relationship with the Company when that opportunity or discovery could be of benefit or interest to the Company. Any such opportunity or discovery shall first be presented to the Company before being pursued in an individual capacity. Likewise, no director, officer or employee should use Company property, information or position for personal gain.

VII. PROTECTION AND PROPER USE OF COMPANY ASSETS

The Company acquires assets to promote its business affairs. Each director, officer and employee has a duty to protect the Company's assets and to take all reasonable steps to ensure their efficient use. Assets include all of the Company's financial assets, real estate assets, other tangible property and confidential information, as defined

below. The use of Company assets, whether for personal gain or not, for any unlawful or improper purpose is strictly prohibited.

To ensure the protection and proper use of the Company's assets, each director, officer and employee should:

Exercise reasonable care to prevent theft, damage or misuse of Company property.

Promptly report the actual or suspected theft, damage or misuse of Company property to the Compliance Officer.

Use the Company's voicemail, other electronic communication services or written materials for business-related purposes or as otherwise authorized by the Company and in a manner that does not reflect negatively on the Company.

Safeguard all electronic programs, data, communications and written materials from inadvertent access by others.

Use Company property only for legitimate business purposes, as authorized in connection with his or her job responsibilities, or as otherwise authorized by the Company.

Directors, officers and employees should be aware that Company property includes all data and communications transmitted or received to or by, or contained in, the Company's electronic or telephonic systems or by written media. Directors, officers, employees and other users of this property have no expectation of privacy with respect to these communications and data. To the extent permitted by law, the Company has the ability, and reserves the right, to monitor all electronic and telephonic communications. These communications may also be subject to disclosure to law enforcement or government officials.

VIII. CONFIDENTIAL INFORMATION

Directors, officers and employees will obtain confidential information about the Company, its customers, operations, business prospects and opportunities in the course of their employment or tenure with the Company. Confidential information includes the following, although this list is not exhaustive:

financial performance information;

current and prospective client and customer lists;

information about client and customer accounts, requirements and practices;

business methods and ideas;

employee lists and employment data;

documents, books, records, data, materials, supplies and contract forms; and

other information relating to the Company and its employees, products, services and operations.

Directors, officers and employees are given this information because it is necessary or useful in carrying out their duties for the benefit of the Company. No director, officer or employee may use it to further his or her personal interests, to make a profit or for any other purpose.

IX. INSIDER TRADING OR STOCK TIPPING

Directors, officers and employees are not permitted to use or share information concerning the Company for stock trading purposes or for any other purpose except the conduct of the Company's business. All non-public information about the Company or other companies should be considered confidential information. To use non-public information for personal financial benefit or to "tip" others who might make an investment decision on the basis of this information is not only unethical but also illegal. In order to assist with compliance with laws against insider trading, the Company has adopted a "Policy on Insider Trading and Compliance" governing trading in securities of the Company.

X. RECORDS RETENTION/DESTRUCTION

The Company's corporate records are important assets. The Company is required by law to maintain certain types of corporate records, usually for a specified period of time. Failure to retain such documents for such minimum periods could subject the Company to penalties and fines, cause the loss of rights, obstruct justice, place the Company in contempt of court or place the Company at a serious disadvantage in litigation.

Accordingly, the Company retains corporate records for not less than their respective legally required minimum periods, and, with respect to unregulated records, for periods deemed appropriate in the ordinary course of business.

"Corporate records" in this context include records in every form and at all locations, including paper records, computer-stored and other electronic records, video and sound tapes, microfiche and microfilm. They also include chronologic work product files and desk copies of documents. Records which remain retrievable (such as from computer storage) after "hard copies" are destroyed are in fact not destroyed and remain, for instance, subject to discovery in litigation.

XI. FAIR DEALING

The Company believes that behaving ethically is good business. The Company intends to live up to its obligations and be honest and fair in its dealings with others. The Company may not seek unfair advantage with customers, suppliers, co-workers or competitors by concealment, manipulation, abuse of privileged information, misrepresentation of material facts or any other practice of unfair dealing.

XII. ACCURACY IN REPORTING AND OTHER PUBLIC COMMUNICATIONS

The Company must provide full, fair, accurate, timely and understandable disclosure in all reports and documents filed with, or submitted to, the Securities and Exchange Commission (the "SEC") and in other public communications made by the Company. The full, fair, accurate, timely and understandable disclosure in all such reports and documents and other public communications made by the Company is essential and of critical importance to the Company. This means, among other things, that any director, officer or employee who is responsible for the preparation or review of the Company's financial statements that are to be filed with the SEC or otherwise made publicly available, shall exercise the highest standard of care in preparing and reviewing any such materials.

Depending on the position with the Company, a director, officer or employee may be called upon to provide necessary information to ensure that the Company's public reports are full, fair, accurate and understandable. The Company expects all directors, officers and employees to take this responsibility seriously and to provide prompt and accurate answers to inquiries related to the Company's disclosure requirements. In addition, each director, officer and employee has a responsibility to ensure that all Company documents and reports for which he or she is responsible are prepared and maintained properly and are free of any false, misleading, incomplete or otherwise improper information. No person shall mislead, manipulate, defraud or coerce any employee, officer or director of the Company or any advisor to the Company, including outside counsel or auditors.

A director, officer or employee who becomes aware of an error or potential misstatement in any Company documents, including financial statements or other documents filed with the SEC, must promptly report the error or potential misstatement either to the Compliance Officer or pursuant to the Company's "Whistleblower Policy."

XIII. GENERAL PROVISIONS

A. This Code of Business Conduct may be amended, modified or waived from time to time.

This Code of Business Conduct may be amended, modified or waived as to non-officer employees only by an executive officer of the Company, who will ascertain whether an amendment, modification or waiver is appropriate. Waivers will be granted on a case-by-case basis and only in extraordinary circumstances. Any amendment, modification or waiver of this Code of Business Conduct that applies to an officer or director of the Company must be approved by the Board of Directors or a designated Board committee which will ascertain whether an amendment, modification or waiver is appropriate. Such an amendment, modification or waiver shall be disclosed as required by the applicable rules of the New York Stock Exchange or applicable securities laws, including filing a Form 8-K with the SEC within two business days.

B. The Company has a system for the anonymous reporting of violations of this Code of Business Conduct.

Each director, officer and employee should be alert and sensitive to situations that could result in actions that might violate federal, state or local laws or the standards of conduct set forth in this Code of Business Conduct. If any director, officer or employee believes that his or her conduct or that of a fellow director, officer or employee may have violated any such laws or this Code of Business Conduct, such individual has an obligation to report the matter.

If any director, officer or employee desires to report a suspected violation of this Code of Business Conduct, he or she may report such violations pursuant to the "Whistleblower Policy" adopted by the Company.

C. A director, officer or employee will be subject to disciplinary action if he or she violates this Code of Business Conduct.

The Board of Directors shall determine, or designate appropriate persons to determine, appropriate actions to be taken in the event of a violation of this Code of Business Conduct. Such action shall be reasonably designed to deter wrongdoing and to permit accountability for the adherence to this Code of Business Conduct. Disciplinary actions for violations of this Code of Business Conduct can include oral or written reprimands, suspension or termination of employment or a potential civil lawsuit. The violation of laws, rules or regulations, which can subject the Company to fines and other penalties, may result in the individual's criminal prosecution.

D. Retaliation for complying with, or reporting a violation of, this Code of Business Conduct is prohibited.

The Company prohibits retaliation of any kind against individuals who have made good faith reports or complaints of violations of this Code of Business Conduct or other known or suspected illegal or unethical conduct. Any reprisal or retaliation against an employee because the employee, in good faith, sought help or filed a report will be subject to disciplinary action, including potential termination of employment.

E. Each director, officer and employee of the Company shall certify receipt and understanding of this Code of Business Conduct. Each director, officer and employee shall certify to the Company that he or she acknowledges receipt of, understands and has complied with (or specifically set forth any deviation from) this Code of Business Conduct. All new employees must sign a statement of agreement at the time of hire to be bound by this Code of Business Conduct.

INSIDER TRADING AND COMPLIANCE

Reasons for Maintaining Confidentiality

The federal securities laws strictly prohibit any person who obtains inside information and has a duty not to disclose it from using the information in connection with the purchase or sale of securities. Congress enacted this prohibition because the integrity of the securities markets would be seriously undermined if the deck were stacked against persons not privy to inside information. There is, in addition, the ethical concern that arises from taking advantage of another person through the use of inside information. Finally, there is the important fact that our ability to conduct business would be greatly harmed if we did not maintain the confidentiality of any nonpublic information.

What is Material Information

Information generally is considered “material” if its disclosure to the public would be reasonably likely to affect investors’ decisions to buy or sell Company securities. The following types of information are generally considered to be material:

1. operating or financial results;
2. projections of earnings or other financial data;
3. significant business acquisitions, dispositions or joint ventures;
4. gain or loss of a significant tenant, strategic relationship or contract;
5. major changes in corporate structure or management personnel;
6. public or private debt or equity transactions;
7. plans for substantial capital investment;
8. significant expansion or reduction of operations;
9. significant new products, services or marketing plans;
10. substantial write-ups or write-downs of assets;
11. significant litigation or disputes;
12. adoption of a stock redemption or repurchase program;
13. increases or decreases in cash dividends, or the issuance of a stock dividend;
14. stock splits or other forms of recapitalization; and
15. actual or projected changes in industry circumstances or competitive conditions that could significantly affect the earnings, financial position or future prospects of the Company.

The foregoing list is merely illustrative and is not exhaustive. Either positive or negative information may be material. Obviously, what is material information cannot be enumerated with precision because there are many gray areas and varying circumstances. When doubt exists, the information involved should be presumed to be material. If you are unsure whether information of which you are aware is material or nonpublic, you should consult with the Company’s Compliance Officer before disclosing the information or trading in the Company’s securities.

Safeguarding Material Information

During the period that material information relating to the business or affairs of the Company or any of its subsidiaries is unavailable to the general public, it must be kept in strict confidence. Accordingly, such information should be discussed only with persons who have a “need to know,” and should be confined to as small a group as possible. The utmost care and circumspection must be exercised at all times. Thus, conversations in public places, such as elevators, restaurants, taxis and airplanes should be limited to matters that do not involve information of a sensitive or confidential nature.

Necessity for Authorized Release

It is important that all such communications on behalf of the Company be through an appropriately designated officer under carefully controlled circumstances (generally through the Company's Investor Relations Officer contacts). Unless you are expressly authorized to the contrary, if you receive any inquiries from the media, analysts, stockholders or other outsiders regarding the Company, you should decline comment and refer the inquirer to the Investor Relations Officer. The foregoing policy is in addition to any prohibitions set forth in any confidentiality agreement you may have with the Company.

Trading Restrictions

General Policy. In accordance with the federal securities laws, no one at the Company or any subsidiary of the Company may buy or sell Company securities on the basis of material nonpublic information acquired at or in connection with the Company or any subsidiary. This prohibition extends not only to transactions involving securities of the Company, but also to transactions involving securities of other companies with which the Company or any of its subsidiaries has a relationship, including entities with which the Company is engaged in discussions regarding a joint venture, merger or acquisition. Thus, employees should exercise the highest degree of discretion in buying or selling the stock or other securities of any company with which the Company does business. Furthermore, no employee who is aware of material nonpublic information when they terminate their service with the Company or any subsidiary may trade in the Company's securities until that information has become public or is no longer material. In all other respects, the procedures and prohibitions regarding trading while in possession of material nonpublic information will cease to apply to transactions in Company securities upon the expiration of any blackout period applicable to transactions at the time of an employee's termination of service.

General Blackout Period. We have instituted a general "blackout period" during which the employees and directors of the Company and any subsidiary of the Company may not trade in the Company's securities. This general blackout period **begins** at the close of market two weeks before the Company issues its earnings release for any given quarter (or, with respect to the fourth quarter, thirty days before the Company issues its earnings release for any applicable fiscal year) and **ends** forty-eight (48) hours after the Company issues its earnings release for that period. **This general blackout period applies to all personnel, and not just management.**

Special Blackout Periods. There may be occasions where the Company imposes a temporary blackout on trading, such as when the Company plans to issue interim earnings guidance or is engaged in discussions regarding a significant business combination. In such event, the Company may designate certain employees who have access to material non-public information as being subject to a special blackout period. If you are made subject to a special blackout period, you may not engage in any transaction involving the purchase or sale of the Company's securities until advised that the special blackout period has been terminated. Special blackout periods will be announced only to employees who are aware of the event giving rise to the blackout period. Such employees must keep this information and the existence of such special blackout period confidential.

Prohibition on Speculation

To promote compliance with the federal securities laws and the applicable policies and procedures of the Company, employees of the Company and its subsidiaries should view all of their transactions in Company securities as involving investment decisions and not speculation. In order to avoid any appearance that employees are speculating in the Company's securities, in-and-out trading involving holding of the Company's securities for brief periods is prohibited. In addition, no employee may engage in short sales or "sales against the box" of the Company's securities, which are legally prohibited for insiders of the Company in all events. "Cashless exercises" of options may require special treatment and must be pre-cleared by the Compliance Officer.

Tipping Restrictions

Persons at the Company or any subsidiary of the Company who come into possession of material inside information must not communicate that information to other persons prior to its public disclosure and

dissemination. There is, therefore, a need to exercise care when speaking with other Company personnel (including personnel of Company subsidiaries) who do not have a “need to know,” and when communicating with family, friends and other persons not associated with the Company or its subsidiaries. You are prohibited from making recommendations (based on material nonpublic information) about buying or selling the securities of the Company or other entities with which it has a business relationship.

Liability and Consequences

The penalties under the securities laws for violating the insider trading provisions are severe. The courts can levy treble damages, fines and criminal penalties (including prison terms) against persons who misuse inside information in connection with the purchase or sale of a security or who reveal confidential information to others who then trade on the basis of that information. Moreover, there may be adverse consequences for the Company and its controlling persons if action is not taken to prevent insider trading violations by persons under their control. Given the extremely serious nature of any violation of our insider trading policy, the Company wishes to make clear that any person found to have committed such a violation will be subject to dismissal and to possible claims for any damages sustained by the Company as a result of the person’s illicit activities, whether or not you have violated federal securities laws.

Policy Applicable to Family Members

This policy applies to you with respect to your family members and others living in your household. Family members include persons, whether related or not, that are financially dependent on you and persons whose investments are controlled by you. You are responsible for the transactions of these persons, and you should make sure they comply with this policy.

No Excuses

Transactions that may be necessary or justifiable for independent reasons (such as the need to raise money for an emergency expenditure) are neither an exception to this policy nor a safeguard against prosecution for violation of insider trading laws. The SEC takes the position that the mere fact an employee knows of insider information is a prohibition on trading. Thus, an employee’s asserted reasons for trading not based on that information is not an excuse.

Compliance Certification

All recipients of this memorandum must sign, date and return the enclosed certification stating that they received the Company’s policy regarding insider trading and the preservation of inside information, and that they agree to comply with it. All Company personnel (including personnel of Company subsidiaries) are bound by the policy, regardless of whether they sign the certification.

WHISTLEBLOWER POLICY AND PROCEDURES

To establish “whistleblower” procedures for Western Refining, Inc. (the “*Company*”) pursuant to Section 301 of the Sarbanes-Oxley Act of 2002, Section 10A of the Securities Exchange Act of 1934, as amended, Rule 10A-3 thereunder and the charter of the Audit Committee (the “*Committee*”) of the board of directors of the Company.

Complaint Program

It is the policy of the Company to establish and maintain a complaint program to facilitate (1) the receipt, retention and treatment of complaints received by the Company regarding its accounting, internal accounting controls, auditing practices or violations of the Company’s Code of Business Conduct and Ethics, and (2) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Notice to Employees

In furtherance of this policy, the Company shall disseminate to all employees a notice in the form attached hereto as Exhibit A that advises employees of the Company's Whistleblower Policy and Procedures. Notice shall be disseminated in a manner designed to reach all employees (including those who do not have access to email).

Procedures

Employees with concerns regarding the matters described in the Policy section above may report their concerns and/or forward complaints either (1) to the Company's Compliance Officer, by calling (915) 775-3300 or by emailing compliance.officer@westernrefining.com or (2) to the Western Refining Whistleblower Hotline by calling 1-800-582-1844 (the "Administrator"). To ensure complete confidentiality of a complaint, employees should not use the Company's computers or telephones, as the Company has the ability to monitor all communications made with Company-owned property.

Treatment of Complaints

Immediately upon receipt of a complaint, the Compliance Officer or the Administrator, as applicable, shall forward the complaint (or a description of the substance thereof) to the Committee chairman or other designated member. If the complaint does not involve accounting, internal accounting controls, auditing practices or violations of the Company's Code of Business Conduct and Ethics, then the complaint will be forwarded by the Committee chairman or other designated member to the Compliance Officer to handle such complaint in a manner in which he or she deems appropriate.

Review Process

The Committee will convene as appropriate to review complaints and any potential impact on the Company's financial statements and public reports. Such meetings to review complaints will be held without Company or outside auditor personnel present unless requested by the Committee.

Investigation

The Committee may delegate one or more members of the Committee or the Compliance Officer to investigate the complaint. In conducting any such investigation, the Committee or designee shall maintain the confidentiality of any party making a complaint or submission on a confidential basis, to the fullest extent possible consistent with the need to conduct an adequate review thereof. Delegation decisions will be made on a case-by-case basis, depending on the nature and significance of the complaint and the need to maintain confidentiality and anonymity. The Committee may enlist outside legal, accounting or other advisors, as appropriate, to conduct an investigation of any complaints regarding financial statement disclosures, accounting, internal accounting controls, auditing practices or violations of the Company's Code of Business Conduct and Ethics.

Records

The proceedings of the Committee and investigation will be documented and must be retained for an appropriate period in accordance with legal requirements. All records will be treated as confidential information.

Legal Privilege

To the fullest extent appropriate and practicable, consistent with the need to conduct an adequate review, the Committee shall involve outside counsel in such investigation in order to maintain, to the extent possible, attorney-client, work product and other legal privilege with respect to any documents or other materials received or prepared in connection with the investigation of any complaint.

Periodic Review of Status

The status of all material pending complaints will be reviewed at each regularly scheduled Committee meeting. For record-keeping purposes and for the evaluation of whether any disclosure is required with respect to such complaint in the Company's filings with the Securities and Exchange Commission, within 10 days following the end of each fiscal quarter, the Administrator shall forward to the Company's Compliance Officer a list of each complaint forwarded by the Administrator to the Committee chairman or other designated member of the Committee. The confidentiality of this list shall be protected.

Anti-Retaliation Laws

If the identity of the employee making the complaint or assisting in investigation of the complaint is known, the Committee will monitor any disciplinary action against the employee to determine whether it could subject the Company to anti-retaliation liability pursuant to Section 806 or 1107 of the Sarbanes-Oxley Act of 2002. The Company and its officers, employees and agents shall not discharge, demote, suspend, threaten, harass or in any manner discriminate against any employee in the terms and conditions of his or her employment based upon lawful actions of such employee with respect to good faith reporting or investigation of complaints regarding the Company's accounting and auditing matters or as otherwise specified in Section 806 of the Sarbanes-Oxley Act. In addition, the Company will observe the anti-retaliation requirements of Section 1107 of the Sarbanes-Oxley Act of 2002, which establishes penalties for retaliation against any person who provides truthful information to a law enforcement officer regarding any federal offense.

Annual Review

The Committee will review these "whistleblower" procedures annually and make modifications if required or appropriate.

CONFIDENTIAL NATURE OF COMPANY AFFAIRS

PURPOSE:

It is the policy of the Company that the business affairs of the Company should not be discussed with individuals outside the organization except when required in the normal course of business. This does not include any information that is available to the public. This prohibition also does not prohibit activities allowed by the National Labor Relations Act or other laws.

POLICY:

- 1) Dissemination or disclosure by any employee of the Company's proprietary operations or procedures, including manufacturing and marketing techniques, financial status, proposed securities transactions, pricing, customer lists or other confidential information not normally made available to others is strictly prohibited, except as otherwise required by law.
- 2) Access to certain secret or sensitive information and operating procedures should be limited to those employees who "need to know" in order to perform their job duties. Unauthorized employees may not attempt to obtain or observe such information. Any employee who handles confidential information is responsible for its security, both externally and internally.
- 3) Any information gained by a Company employee regarding the activities or operations of suppliers or customers is to be kept strictly confidential.
- 4) Violation of this policy will result in disciplinary action, up to and including termination, and may also result in civil and/or criminal penalties for violations of, among other things, applicable securities laws.

Open Door Policy

It is the policy of Western Refining to provide a means for an employee to seek answers to questions and to communicate ideas. It is also the policy of Western Refining to provide a means for employees to bring problems or concerns about work to the attention of management. The open door policy is Western's grievance policy.

You are encouraged to express opinions, discuss any complaints and misunderstandings, and to seek information on matters affecting your employment with your supervisor. Should a matter not be settled to your satisfaction, or should you not feel comfortable talking with your immediate supervisor, you are encouraged to bring the matter to the next level of supervision or the HR Department representative serving retail operations.

There will be no retaliation against any employee for using the Open Door Policy to express an opinion or in attempt to solve a workplace issue. The Company will make every effort to facilitate a resolution that is in the best interest of all parties involved.

EMPLOYMENT AND PAY PRACTICES

Employment at Will

Your employment relationship with Western Refining is “at-will”. Employment at-will means that both you and the Company have the right to terminate your employment at any time, for any reason or no reason, with or without cause or notice. No manager or supervisor, other than the Chief Executive Officer and then only if it is in a signed writing, has the authority to modify the at-will relationship. By accepting employment and continuing to work for the Company, you agree to the at-will nature of the employment relationship.

Employment Eligibility and Verification of Identity

It is the policy of the Company to examine the identity and employment eligibility of all persons employed by the Company, as regulated by the Immigration Reform and Control Act of 1986 (IRCA), as amended, and the Homeland Security Act of 2002.

Prospective employees must provide valid evidence of work authorization before commencing employment. In accordance with applicable law, it is Company policy to hire only those individuals who are legally authorized to work in the United States. In accordance with this policy and applicable law, all individuals who are offered employment must submit documentary proof of their identity and work authorization. Employees will be required to complete and sign, under oath, U.S. Citizenship and Immigration Services (“USCIS”) Form I-9. Form I-9 requires the employee to attest that he/she is authorized to work in the job for which he/she is hired and that the documents he/she submitted to the employer for identification and verification of work authorization are genuine.

If the employee is only authorized to work in this country for a limited period of time, he/she will be required to submit proof of his/her employment authorization before the expiration of that period. Western Refining does not discriminate based upon national origin or citizenship.

Equal Opportunity Employer

Western Refining has a long-standing policy of employment and advancement based on qualification to do the work without regard to sex, race, color, religion, national origin, age, disability, veteran status, or any other basis protected by law.

This Company policy extends to all aspects of recruiting, hiring, advancement, training, compensation, work assignment, force reduction, and employment separation.

Policy Against Harassment/Discrimination (Including Sexual Harassment)

Western Refining is committed to take reasonable steps to provide a work environment free from all forms of harassment, whether based on sex, race, color, religion, national origin, age, disability, or any other basis protected by law.

The Company does not tolerate any form of harassment, including sexual harassment, against any employee. If you feel you are being harassed, at the first sign of trouble, tell the harasser you are offended by the behavior and/or remarks and want it to stop. Be firm, clear, and do not ignore the behavior. If the matter cannot be handled in this manner and the harassment continues, first speak with your immediate supervisor, the person next in authority, or a Human Resource representative. The Company has also set up a 24 hour hotline through which you can report incidents of harassment or discrimination to a Human Resources representative at any time: the toll free number is 1-800-348-2882.

MUTUAL AGREEMENT TO ARBITRATE CLAIMS

At Western Refining, we believe that our competitive success depends on our ability to attract and retain the very best people. We are committed to the fair and timely resolution of our employees' issues and complaints. In the event that an employee complaint is not resolved internally, we believe that the arbitration process benefits both our employees and Western Refining. Disputes will be resolved more quickly, at a lower cost for all the participants, and most importantly, resolution will be determined by a neutral and objective expert selected mutually by the employee and Western Refining Company. We are confident that this approach is the "right way to go" and that it will not change, in any way, the substantive legal rights of either our employees or Western Refining Company. In other words, this agreement does not change or limit the complaints you could raise in court - it merely requires that those complaints be decided by an arbitrator rather than by a judge or jury.

One of the features of employment with Western Refining Company involves the manner in which such disputes are resolved. When you attend New Hire Orientation, you will be provided a legal document called a Mutual Agreement to Arbitrate Claims. **You do not have to sign this document. However, if you do not sign it, you may not work for Western Refining Company.** Prior to signing, you should take the time to read and understand the Mutual Agreement to Arbitrate Claims and the Arbitration Procedure attached. If you have any questions contact your Human Resource representative.

ARBITRATION PROCEDURE

I. REQUIRED NOTICE OF ALL CLAIMS

The aggrieved party must give written notice of any claim to the other party. Written notice to the Company, or its officers, directors, employees or agents, shall be sent to:

Western Refining Company, L. P.
1250 W. Washington St., Suite 101
Tempe, Arizona 85281
Attn: Human Resources Department

(or at such other address as the Company may designate in writing). The employee will be given written notice at the last address recorded in the employee's personnel file.

The written notice shall identify and describe the nature of all claims asserted, the Employee's intent to invoke the Mutual Agreement to Arbitrate Claims, and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested. For purposes of the statute of limitations, the date of mailing the written notice, which must state the Employee's intent to invoke this Mutual Agreement to Arbitrate Claims, shall be considered the filing date.

II. DISCOVERY

"Discovery" is the term used to describe the ways each party can find out relevant information from the other party. Under the arbitration procedure, "discovery" will consist of the following: Each party shall have the right to take the deposition of two individuals and any expert witness designated by another party. Each party also shall have the opportunity to obtain documents from the other side through "requests for production of documents." The parties may also subpoena witnesses and documents from third parties. The arbitrator shall have the authority to order such additional discovery by way of deposition, interrogatory, document production, or otherwise, as the arbitrator considers necessary to a full and fair exploration of the issues in dispute.

III. DESIGNATION OF WITNESSES

At least 30 days before the arbitration, the parties must exchange lists of witnesses, including any expert, and copies of all exhibits which are intended to be used at the arbitration.

IV. ARBITRATION PROCESS – EMPLOYEES IN THE UNITED STATES

Except as otherwise provided in this document, any arbitration shall be in accordance with the procedures of the American Arbitration Association ("AAA") in effect at the time written notice of the claim is given. The AAA is an arbitration organization in the United States. The arbitration shall take place in or near the city in which the employee is or was last employed by the Company; however, if the employee is or was last employed on a long or short term domestic or foreign assignment, the arbitration shall take place at or near the Employee's home business unit.

- The arbitrator shall be selected as follows:
 - A. The AAA will send a list of arbitrators, along with their resumes and fee schedules, to the Company and to the Employee. Each party may reject any or all of the arbitrators on the list. The AAA then assigns an arbitrator from among those acceptable to both parties. If there is no mutually acceptable arbitrator on the first list, the AAA will send a second list, from which each party again may delete any unacceptable arbitrator. If there is no mutually acceptable arbitrator on that list either, the AAA will send out a third list, where the parties will alternately strike names until only one arbitrator is left.
 - B. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The arbitrator shall apply the rules of evidence in accordance with the rules then in effect with AAA.
 - C. The arbitrator shall have authority to hear and rule on a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the AAA procedural rules in effect at the time of the arbitration.
 - D. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. The other party may obtain a copy of the record by paying the reporter's normal fee for it.
 - E. Either party, upon request at the close of hearing, shall be allowed to file a post-hearing brief. The time for filing such a brief shall be set by the arbitrator.
 - F. The Arbitrator shall render an award and written opinion to both parties.

V. ARBITRATION FEES AND COSTS

The Company will pay the arbitrator's fees and any other expenses unique to arbitration, including such fees as rental of a room to hold the arbitration hearing.

Each party shall pay for its, his or her own other expenses associated with the arbitration process and attorneys' fees, if any. However, if any party prevails on a statutory claim which entitles the prevailing party to attorneys' fees and/or costs, or if there is a written agreement providing for fees and/or costs, the arbitrator may award reasonable fees and/or costs to the prevailing party in accordance with such statute or agreement.

Employment Classifications

For purposes of standardized terminology, eligibility for overtime pay and employee benefits, the Company classifies employees as follows: full-time, part-time, temporary assignment or variable hour. In addition, certain employees shall be identified as exempt or non-exempt in accordance with the federal Fair Labor Standards Act ("FLSA").

- a) *Full-time Employees*: employees scheduled to work 30 or more hours per week on a continuous, regular basis.
- b) *Part-time Employees*: employees scheduled to work less than 30 hours per week on a continuous, regular basis.
- c) *Temporary Assignment Employees*: employees hired for a specific need, generally not longer than 180 days.
- d) *Variable hour Employees*: employees hired for an unspecified number of hours per week. The Company will use a measurement period to determine whether new and continuing variable hour employees should be reclassified as full-time employees. Employees will not be classified as full-time or part-time until the end of the measurement period.

Employment of Relatives

Generally, your family members are eligible to apply for positions that are offered to the public; however, to avoid any conflict of interest, an employee may not work under the direct or indirect supervision of a relative, household member or domestic partner.

For the purpose of this policy, “relative” is defined as an individual who is related by blood, marriage, or law to the employee as a spouse, parent, child, brother/sister, grandparent, grandchild, cousin, niece/nephew or uncle/aunt, including current in-law and step relations. “Domestic partner” is defined as a legal or personal relationship between two individuals who live together and share a common domestic life but are not joined in a traditional civil union. “Household member” is defined as someone living in the same household, regardless of relationship.

The Company discourages employees from dating co-workers, and reserves the right to transfer one or both employees, or take other necessary action to prevent potential conflicts of interest.

Work Schedules and Time Records

It is Western’s policy to establish work schedules based upon such factors as customer service needs, workload, and efficient employee management.

Supervisors are authorized to *establish* work schedules and *reschedule* hours of work as deemed necessary based on the needs of the business. It is the responsibility of each employee to know his/her work schedule (as well as changes thereof); and to be at his/her workstation, prepared to begin job duties, by the scheduled starting time. While at work, employees should not leave the assigned work area.

All retail store employees are responsible for clocking in and out following established procedures at the start and end of the workday, as well as anytime they leave the premises during the shift – *with prior authorization to do so*.

Clocking in or out for another employee, permitting another employee to clock in or out for you, and falsification of any time record is prohibited. Any of these acts may be grounds for disciplinary action up to and including termination. Only the employee or a member of management may access the employee’s time records.

Time cards shall be signed by each employee each week. By signing the time card, the employee agrees that all information is complete and correct.

Payroll

The work week in our Retail stores starts on Thursday at 12:00:01am and ends Wednesday at midnight. Employees are paid every week on Friday.

Overtime for non-exempt employees is calculated on all hours worked over 40 in a single work week (Thursday through Wednesday) and will be paid at 1.5 times your hourly rate of pay.

For most employees, FICA (social security) taxes are deducted from each paycheck unless you have reached the social security tax limit for that year. Federal and state withholding taxes are deducted according to the information that you provide on your W-4 form. In Arizona, information on the A-4 form will be used for state tax withholding.

For your convenience, employees may choose to have their paycheck direct deposited into a personal bank account, or into an ADP Total Paycard account. New employees who elect an ADP paycard will be given a card upon hire. Employees are responsible for the activation and maintenance of their paycard account, and all questions or concerns regarding their account should be addressed with ADP customer service at 866-402-1237.

Paystubs and annual tax statements (W-2's) may be accessed at the ADP Employee Self Service website. Hard copies of W-2's will not be mailed to employees. For information on obtaining your electronic W-2, please see information on ADP Employee Self Service.

ADP Employee Self-Service

Employees can access their personal and benefits data and make changes themselves through a secure website from their personal computer. Access for new user registration is available at their retail store.

What Is It? The ADP Self-Service website presents employees with the opportunity to view and update their personal and benefits information. Information such as personal, dependents, payroll, benefits, and life event updates is available.

Where Is It? The website can be accessed through a web browser at <https://portal.adp.com>. Your secure data is accessible only to you when logging into the site with your own username and password.

How Do I Login? You must register the first time you use this site. You are required to enter an email address during the registration process. If you do not have an email address, you may create one for free at sites such as Yahoo, Gmail or Hotmail. You will need to do this prior to registering for ADP's self-service website.

- Enter <https://portal.adp.com> into your web browser.
- Click on the link "**First Time Users Register Here**"
- On the next page click "**Register Now**"
- You will need the Company Registration Passcode: **westernref-ref** (not case sensitive)
- Complete the required information on the "Verify Your Identity" pages
- ADP will assign you a user name. You will need to create a password, which must be at least 8 characters long and contain at least 1 letter and 1 number or 1 special character.
- After you have completed registration, you will be able to log on with your new username and the password you just created.

Detailed instructions are also available on Western's intranet site, which is accessible at retail store locations. If you have any questions regarding use of the ADP website, please contact HR & Benefits at (800) 937-4937.

Performance Evaluations

You will receive periodic updates on your job performance via performance evaluations. These reviews are intended to:

- ◆ Provide employees with feedback regarding job performance.
- ◆ Identify training and development needs and plans.
- ◆ Set periodic performance goals.
- ◆ Provide a basis for pay increase considerations.

Career Opportunities

Western Refining is always looking within the Company for talented, qualified individuals to assume new responsibilities. Career opportunities are based on the Company's needs as well as individual skills, performance history and capabilities. Contact your supervisor or a Human Resource Representative if you are interested in promotional opportunities.

Transfers

Employees may request a transfer from one store, department or facility to another. Each request will be given consideration if the following general requirements are met:

- The employee's supervisor and any other involved management approve of the transfer
- A job opening exists where the employee wishes to transfer, and
- The employee's performance, attendance and conduct are at least satisfactory or higher.

Approval of a transfer request is at the sole discretion of management. Relocation expenses for employee requested transfers are the responsibility of the employee.

Other Employment

While Western Refining does not prohibit the practice of employees having another job, it is the policy of Western Refining that all employees should avoid any activity, practice, or secondary employment that might result in a conflict of interest with one's employment with Western Refining. If an employee or a member of his or her immediate family has a financial interest in an organization that does business with Western Refining, or is a competitor of Western Refining, the employee must fully disclose the relationship to the Company, and must not represent the Company in any related transaction.

Personnel Files

Each Western Refining employee has a personnel file that is maintained by the Human Resource Department. This file contains your employment application, payroll information forms, performance related documentation, and emergency contact information. Other documents such as those for benefit, beneficiary, or medical information are kept on file; however, these are not included in the personnel file. Current employees may make an appointment to review their personnel file by contacting Human Resources. Information contained within an employee personnel file is Company property and is considered confidential and will not be shared with anyone outside of the Company except as required by law or, in some instances, without the employee's written approval. Requests for employee information from any person, agency or organization from outside of the company should be referred to the Human Resources Department. Employees are required to provide notification of any changes in their name, address, telephone, marital status, dependent changes, beneficiary designations, or emergency contact by updating this information in ADP Employee Self-Service.

Terminations

Termination of employment occurs when an employee is separated from employment at Western Refining Company for any of the following reasons: voluntary resignation, involuntary separation, reduction-in-force or the elimination of the employee's position.

Guidelines:

- 1) An employee who is voluntarily separating from the Company is requested to provide a minimum of two weeks notice prior to the last day of work. This act of courtesy will be noted in the personnel file and may be a consideration in future employment opportunities.
- 2) In the event of a Company-initiated termination, final payment of wages due will be paid to the employee in accordance with State law.
- 3) In the event of a voluntary separation, final payment of wages and eligible unused vacation hours will be paid to the employee on the next regularly scheduled payday, unless otherwise provided by law. Only employees who have worked full-time the preceding 12 months prior to separation will receive eligible vacation pay out. If the employee failed to provide a two week notice prior to his or her last day, the Company reserves the right to not pay out unused vacation unless required by law.
- 4) Employees who leave the Company in good standing may be considered for future reemployment. Generally, employees who resign without adequate notice or who are discharged for unsatisfactory performance or conduct will not be considered for reemployment.
- 5) An employee who fails to report to work for three consecutive scheduled days without properly communicating to his supervisor or manager the reason for the absence will be viewed as voluntarily resigning employment as of the 3rd day (unless state or tribal law mandates a longer period of time.) An appeal of the voluntary resignation may be made in writing to the immediate supervisor. If it is determined that there were extenuating circumstances for the absence and failure to notify, the employee will be considered for reinstatement.
- 6) Upon termination, and as allowed by law, employees are required to return to their supervisor any property belonging to the Company.
- 7) The "official date of termination" will generally be noted as the last day worked by the employee. An exception to this would be if an employee does not return from a leave of absence, at which point the termination date will be the last day of the leave of absence or date the employee notifies Western Refining of his intent to voluntarily resign.

BENEFITS

Western Refining provides eligible employees with a variety of benefit programs. Some of these include paid vacation, holiday pay, sick pay, 401(k) plan, medical, dental, and vision plans, and more. This section highlights just a few of these programs.

Eligible employees may add, change or discontinue their participation in health benefit and/or health insurance programs during the employee's initial eligibility period and annually during open enrollment. Changes to some plans during the plan year are generally not allowed, except when the employee has a qualifying event, such as a change in family status (e.g., marriage, divorce, birth of a child, etc). Changes must be made within specified time limits, usually 30 - 31 days of the qualifying event. See *Notice of Special Enrollment* below or the plan's *Summary Plan Description*.

The Company reserves the right to amend or terminate any benefit program at its discretion. This reserved right may be exercised for any reason.

EDUCATIONAL ASSISTANCE

The Company encourages personal, professional and career growth by financially assisting eligible employees who take courses that enhance their skills and abilities in their current job or that will prepare them for another position in the Company. The effective date of this updated Educational Assistance policy is January 1, 2011. Participants who have been approved for a course(s) prior to January 1, 2011 will be reimbursed under the terms and conditions of the previous Educational Assistance policy.

GUIDELINES:

1) An employee may apply for Educational Assistance after completing one year of service with the Company. An eligible employee is defined as a full-time employee who is working at least 30 hours per week and is not on a leave of absence. However, an employee who completes the majority of a course prior to a leave of absence and finishes the course while on leave, will be considered eligible to receive reimbursement for that course. Variable hour or temporary employees are not eligible for this benefit.

2) Employees applying for Educational Assistance must receive all PRIOR approvals to take a course to ensure that reimbursement will be made upon satisfactory completion of the course. Failure to obtain prior approvals may result in denial of reimbursement.

3) Educational Assistance will be provided for those courses of study that the Company determines are directly related to the employee's present job or that will enhance the employee's potential for advancement to another position in the Company. For example, an accounts payable specialist may have a career goal of becoming an accountant and the potential for advancement to a more senior accounting position would be considered advancement to another position in the Company. Such an employee could be eligible for reimbursement for courses such as accounting principles, business math and financial accounting.

In general, it is not the intent of the Company to reimburse educational expenses for courses taken in pursuit of a degree unless the degree directly relates to the employee's present job or that will enhance the employee's potential for another position in the Company.

4) To be approved for reimbursement a course must be offered by an accredited educational institution that is listed in the Directory of Higher Education and offers academic courses that lead to an associate, baccalaureate or post-graduate degree.

5) An employee who is eligible to receive Educational Assistance from other sources, such as the Veterans Administration, private funding or government grant, is not eligible to receive Educational Assistance from the Company.

6) The number of courses for which an employee may request reimbursement shall be limited to no more than 18 credit hours per year or as otherwise determined by management.

7) Approved courses will be reimbursed at 90% of the cost of tuition, books and fees, up to a maximum of the annual limit per year. The amount of tuition to be reimbursed will be based on the grade achieved in the course according to the following schedule:

"A", "B", or "C" 90%

"PASS" = 90%

"D", "F", or "FAIL" = 0%

8) An employee who terminates employment prior to completion of a course will not be reimbursed for the course. The exception would be if a reduction in force or position elimination resulted in an employee's termination of

employment. Under this circumstance the employee would be reimbursed for educational expenses incurred up to the date of termination. If an employee is transferred at the Company's request to another location and therefore unable to complete the course, he/she will be reimbursed for expenses incurred up to the date of the transfer.

9) Any employee who receives Educational Assistance from the Company and voluntarily resigns agrees to repay the Company for all Educational Assistance received for courses that ended within the twelve months prior to his/her date of resignation. Employees who apply for Educational Assistance will be required to agree, in writing, that the Company has an express lien on all salaries, wages and other sums payable to them and that any repayments for Educational Assistance may be deducted from their paycheck in accordance with the Federal Fair Labor Standards Act; or they will be required to reimburse the Company by other means.

10) Employees who submit a grade report that has been altered will not be eligible for Educational Assistance for that term. In addition, employees who falsify grade records will no longer be eligible for educational assistance and could be subject to disciplinary action up to and including termination of employment.

11) Management will consider each request for Educational Assistance on an individual basis after evaluating factors such as the nature of the course, the benefits to be derived by the employee and the Company, and the cost involved.

12) If a course is not completed due to military service, course completion will be waived as a condition of reimbursement.

13) Although the Company may provide Educational Assistance it makes no commitment for promotions, training opportunities, transfers or salary increases by doing so.

Notice of Special Enrollment

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in one of Western Refining sponsored plans if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing towards your or your dependents' other coverage). However, you must request enrollment within 31 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

If you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

If you decline enrollment for yourself or for an eligible dependent (including your spouse) while Medicaid coverage or coverage under a state children's health insurance program is in effect, you may be able to enroll yourself and your dependents in one of Western Refining sponsored plans if you or your dependents lose eligibility for that other coverage. However, you must request enrollment within 60 days after your or your dependents' coverage ends under Medicaid or a state children's health insurance program.

If you or your dependents (including your spouse) become eligible for a state premium assistance subsidy from Medicaid or through a state children's health insurance program with respect to coverage under this plan, you may be able to enroll yourself and your dependents in one of Western Refining sponsored plans. However, you must request enrollment within 60 days after your or your dependents' determination of eligibility for such assistance. To request special enrollment or obtain more information, contact the Benefits Department at 602-286-1425 or by emailing benefits.department@wnr.com.

NOTICE OF PRIVACY PRACTICES

This notice describes how medical information about you may be used and disclosed and how you can get access to this information.

Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

Get a copy of your health and claims records. You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this. We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

Ask us to correct health and claims records. You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this. We may say “no” to your request, but we’ll tell you why in writing within 60 days.

Request confidential communications. You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. We will consider all reasonable requests, and must say “yes” if you tell us you would be in danger if we do not.

Ask us to limit what we use or share. You can ask us not to use or share certain health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say “no” if it would affect your care.

Get a list of those with whom we’ve shared information. You can ask for a list of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why. We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

Get a copy of this privacy notice. You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

Choose someone to act for you. If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.

File a complaint if you feel your rights are violated. You can complain if you feel we have violated your rights by contacting us. You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting www.hhs.gov/ocr/privacy/hipaa/complaints/. We will not retaliate against you for filing a complaint.

Your Choices

For certain health information, you can tell us your choices about what we share. If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions. You have both the right and choice to tell us to share information with your family, close friends, or others involved in payment for your care, share information in a disaster relief situation, or contact you for fundraising efforts. We *never* share your information for marketing purposes or the sale of your information unless you give us written permission.

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

Uses and Disclosures

We typically use or share your health information in the following ways:

Help manage the health care treatment you receive - We can use your health information and share it with professionals who are treating you. *Example: A doctor sends us information about your diagnosis and treatment*

plan so we can arrange additional services.

Run our organization - We can use and disclose your information to run our organization and contact you when necessary.

We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long term care plans. *Example: We use health information about you to develop better services for you.*

Pay for your health services - We can use and disclose your health information as we pay for your health services. *Example: We share information about you with your dental plan to coordinate payment for your dental work.*

Administer your plan - We may disclose your health information to your health plan sponsor for plan administration. *Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.*

Help with public health and safety issues - We can share health information about you for certain situations such as: Preventing disease, Helping with product recalls, Reporting adverse reactions to medications, Reporting suspected abuse, neglect, or domestic violence, and Preventing or reducing a serious threat to anyone's health or safety.

Do research - We can use or share your information for health research.

Comply with the law - We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

Respond to organ and tissue donation requests and work with a medical examiner or funeral director - We can share health information about you with organ procurement organizations. We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

Address workers' compensation, law enforcement, and other government requests - We can use or share health information about you for: workers' compensation claims, for law enforcement purposes or with a law enforcement official, with health oversight agencies for activities authorized by law, or for special government functions such as military, national security, and presidential protective services.

Respond to lawsuits and legal actions - We can share health information about you in response to a court or administrative order, or in response to a subpoena.

How else can we use or share your health information? We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html

Our Responsibilities

We are required by law to maintain the privacy and security of your protected health information. We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information. We must follow the duties and privacy practices described in this notice and give you a copy of it. We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html

Changes to the Terms of This Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

Vacation

In order to provide an opportunity for rest and relaxation, it is Western Refining's policy to provide paid vacations to full-time employees who have completed six months of service. The following award schedules apply to full-time hourly store employees. Exempt and non-store employees should refer to the *Personnel Reference Manual* for information on vacation pay awards.

Paid vacation for hourly retail store employees accrues at a rate of 80 hours per year, or approximately 6.667 hours per month of full-time service. 40 hours of paid vacation is credited after completion of an employee's first 6 months of consecutive full-time service. Subsequent vacation accruals are awarded each January 1. A maximum of 40 hours of credited, unused vacation may be carried over into the next calendar year with supervisor's approval.

After an employee has been employed full time for at least one year, credited vacation will be paid out upon the employees' separation of employment from the Company. The Company reserves the right to make an exception to this policy provision and may not pay credited vacation to employees who are terminated for gross misconduct (such as theft from the Company), or for employees who do not give sufficient notice of resignation, typically two weeks. In these circumstances, credited vacation may be forfeited.

Vacation is considered a time-off benefit; therefore payment in lieu of vacation will not be approved.

Vacations must be pre-approved by your supervisor. An employee should provide their supervisor with adequate advance notice of their desired vacation time. Supervisors will consider the needs of the business when reviewing each vacation request.

Holiday Pay

Non-exempt retail store employees will receive additional pay equivalent to their regular hourly rate of pay for any hours worked on a designated Company holiday. Typically, the designated holidays are:

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

Sick Pay

All full-time employees with at least six months of service are eligible to accumulate paid sick time. Exempt and non-store employees should refer to the *Personnel Reference Manual* for sick pay provisions.

After completing 6 months of full time service, an employee will begin to accrue paid sick time at a rate equivalent to 40 hours of sick time per calendar year. Paid sick time accruals are credited on January 1.

Starting your second calendar year of employment, and each full year thereafter, you will receive 40 hours of paid sick time on January 1. Unused sick time can accumulate up to a maximum of 80 hours.

Circumstances that qualify for paid sick time include personal illness or injury, or, under FMLA situations, a family medical condition requiring the attention of the employee. Using paid sick time for occurrences other than personal illness requires prior supervisor approval.

An employee must personally notify their supervisor of their absence prior to their scheduled shift starting time in order to be eligible to request paid sick time be applied to the absence – failure to personally notify the supervisor in advance may result in an unpaid absence. Paid sick time is available to employees who are actively employed or who have requested and have been approved for a leave of absence.

Paid sick time awards are not paid out upon an employee's separation of employment and are not carried over for employees who transfer from full-time to part-time status.

When an employee is absent due to illness or injury, Western Refining may require a release from the employee's health care provider to verify the employee's fitness for duty. Failure to comply with this may result in a non-paid absence as well as disciplinary action, up to and including termination. Providing documentation from a health care provider is not a guarantee that the absence is "excused".

Worker's Compensation Insurance

When an employee is unable to work due to a work-related injury or illness, the employee may be eligible for compensation for lost earnings in accordance with applicable state workers' compensation regulations. Payments for medical attention due to work-related injury or illness will be made in accordance with state laws. All available leaves will run concurrent with workers' compensation when applicable.

Immediately notify your supervisor of all injuries or illnesses that occur on the job. Failure to follow proper reporting procedure may delay or otherwise jeopardize any benefits related to the injury or illness. Refer to the Benefits section of the *Personnel Reference Manual*, or contact Human Resources if you have questions regarding compensation for work-related injuries.

Western Refining's policy prohibits retaliation against employees for seeking workers' compensation benefits.

ABSENCES

Family and Medical Leave of Absence

Under the federal Family and Medical Leave Act (FMLA), employees with 12 months of service and who have worked at least 1,250 hours during the last 12 months may be eligible for up to 12 weeks of unpaid leave in a rolling 12-month period for the following events, if they work at a location that employs 50 or more employees within a radius of 75 miles:

- The birth and care of a newborn child.
- The placement of a child for adoption or foster care.
- To care for a spouse or immediate family member with a serious health condition.
- When the employee is unable to work due to his or her own serious health condition.

Caregiver Leave is the FMLA military service member family leave program. It specifically provides that an eligible employee may take up to 26 weeks of FMLA leave to care for a spouse, son, daughter, parent or next of kin ("nearest blood relative") who is a covered service member. The service member must have a serious illness or injury incurred while on active duty that may render the member unable to perform the duties of his or her office, grade, rank or rating and for which the member is: (1) undergoing medical treatment, recuperation or therapy; (2) an outpatient; or (3) on a temporary disability retired list. The FMLA caregiver leave is available only during a single 12-month period.

Employees who wish to take FMLA leave should review the definitions, guidelines, responsibilities, and procedures found in the Personnel Reference Manual.

Employees requesting FMLA leave should give notice to their supervisor at least 30 days in advance or as soon as practicable. The employee should complete a *Leave of Absence Request* form. A *Leave of Absence Request* form must also be completed and attached when requesting FMLA leave for a serious health condition. If the employee is unable to give advance notice of the need for leave, the requested information must be received no later than 15 days from the first day of absence.

The employee's supervisor will forward the information to Human Resources, and The Human Resources representative will review the FMLA leave request to determine eligibility. The Human Resources representative will advise the employee and the employee's supervisor whether the leave falls under the guidelines of the FMLA.

The Company may request periodic status reports from the employee, and if applicable from the employee's health care provider, during the employees leave.

In most situations, upon completion of the FMLA leave, the employee will be placed in their previously held position or an equivalent position provided that they are able to perform the essential duties of the position. Western Refining reserves the right not to reinstate an employee under those circumstances set forth in the FMLA.

Medical certification, which states that the employee is fit for the duties of their position, is required prior to returning an employee who has been on FMLA leave for medical reasons. Any work restrictions must be clearly explained. Failure to provide requested certification may result in a delay of your return to work.

The Company requires that all available sick and vacation time be used while on leave. The employee will be on unpaid leave once their sick and vacation time is exhausted.

Vacation and sick leave benefits will continue to accrue during an approved Family Medical Leave of Absence, and will be awarded upon return from leave following normal award schedules.

Any absence resulting from a work-related illness or injury, which meets the criteria of FMLA, will apply towards the FMLA entitlement. Any leave taken under this policy, other Company policies, or law which qualifies as leave under the FMLA, or other state law, will be counted against your available leave under the applicable Company policy(s) and law, as well as the available leave under the FMLA, or other state law. If short-term disability is applicable, it will run concurrently with FMLA. If workers' compensation is applicable, it will run concurrently with FMLA. Failure to return to work after your leave exhausts will result in termination.

Medical Leave

Full-time employees who have completed 180 days of employment may request a medical leave of absence for events not covered under the Family Medical Leave Act. Medical leaves may be for a period of 7-30 days.

Employees requesting a medical leave should complete a *Leave of Absence Request* form and submit to their supervisor for approval. All medical leave requests must be accompanied by certification from the health care provider. Failure to provide such certification may result in delay or denial of medical leave, and the absence may be classified as "unexcused".

The employee's supervisor will forward the information to Human Resources, and The Human Resources representative will review the leave request to determine eligibility. The Human Resources representative will advise the employee and the employee's supervisor whether the leave falls under medical leave guidelines.

The Company requires that all available sick and vacation time be used while on leave. The employee will be on unpaid leave once their sick and vacation time is exhausted.

Vacation and sick leave benefits will continue to accrue during an approved Medical Leave of Absence, and will be awarded upon return from leave following normal award schedules.

The Company may request periodic status reports from the health care provider on the employee's medical condition and continued need for medical leave.

The Company may refuse to return an employee who has been on medical leave to their full duties until they provide certification by their health care provider that they are fit for duty and able to return to work. Any work restrictions must be clearly explained. The employee's return to work will be delayed until the requested information has been provided and the type of reasonable accommodation, if any, has been identified.

While the Company endeavors to place employees in their former positions or positions comparable in status, pay and benefits whenever possible, reinstatement cannot be guaranteed to any employee returning to work from a Medical Leave of Absence.

Any leave taken under this policy, other Company policies, or law which qualifies as leave will be counted against your available leave under the applicable Company policy(s) and law, or other state law. If short-term disability is applicable, it will run concurrently with medical leave. If workers' compensation is applicable, it will run concurrently with medical leave. Failure to return to work after your leave exhausts will result in termination.

Return to Work

Medical certification, which states that the employee is fit for the duties of their position, is required prior to returning an employee who has been on medical leave. Any work restrictions must be clearly explained. The employee's return to work will be delayed until the requested information has been provided and the type of reasonable accommodation, if any, has been identified.

Prior to returning to work, the employee should contact his supervisor to provide notification of his intent to return to work and to coordinate a return to work date.

Light Duty

The Company may provide temporary light or modified duties for employees who are returning to work after a work-related injury or illness or as a reasonable accommodation where needed and where the needs of business allow.

- 1) Employees released to light or modified duty by their health care provider, will be provided temporary light or modified duties only in those situations where the needs of business allow. Light duty or modified work positions which do not exist, will not be created for employees released to light or modified duty.
- 2) Any light or modified duty provided will generally be temporary. The position may be for less than forty (40) hours per week and may require a change in duties to less strenuous tasks and, absent special

circumstances, will not exceed a maximum of three (3) months. Employees working light duty who are again taken off work by their health care provider for the same condition and are later released to light duty work, will be limited to that portion of the three months of light duty not used when first released to light duty.

- 3) Employees released to light or modified duty can request a transfer to a vacant position but only in those situations where a position is available and the employee is qualified for the position and able to perform the essential functions of the position, with or without reasonable accommodation. The employee will be paid commensurate with whatever the vacant position normally pays.
- 4) Employees working light duty who are not released to full duty before the expiration of the maximum light duty time may be placed back on leave of absence, as permitted by applicable law.

Bereavement Leave

Full-time employees who have completed 6 months of continuous service may request time off due to a death in the immediate family. Immediate family member will be defined as a spouse, parent, child, brother or sister, grandparent, grandchild, aunt, and uncle including current in-law relations and step relations. Additional unpaid time off may be granted by the supervisor or vacation time may be used based on the needs of the business.

Employees are eligible for up to six days of bereavement per year. Bereavement leave may not exceed three consecutive calendar days per occurrence, one of which must be the day of the funeral/memorial service. Employees who wish to request Bereavement Leave must complete an Authorization for Absence form or electronic timekeeping request. The date of the funeral or memorial service must be included in the request. This form should be approved or signed by the employee and the supervisor and submitted with the timesheet to the Payroll Department. You must speak with your immediate supervisor to request bereavement time off prior to taking leave, and must return to work following the leave to be eligible for bereavement pay.

Military Leave

Leave without pay for military duty, reserve duty, or National Guard training is granted to full-time and part-time employees. Earned vacation time may be used during a military leave. To request a military leave, complete a *Leave of Absence Request* form, attach a copy of your military orders, and submit to your supervisor as soon as possible. Employees returning to work from a military leave of absence will be returned to work in accordance with applicable law.

Jury Duty/Court Appointments

Full-time employees will receive their normal pay rate during the active period of jury duty, up to a maximum of 8 hours per day and 40 hours per week for a *maximum of two weeks per calendar year* while serving as a juror. Proof of active hours in jury duty will be required prior to receiving payment for jury duty.

If not a full-time employee, you will be given time off without pay while serving on jury duty or court appointment. All employees are entitled to retain the jury duty pay received from the court. Shift changes and required work hours will be handled on a case-by-case basis.

For legal proceedings in which the employee is the victim of a crime, or for personal court appearances, unpaid time off may be requested. The employee may request or the Company may require the use of vacation pay for the time off.

STANDARDS OF CONDUCT

This overview is intended to give employees guidelines for expected conduct while at work. In addition to these guidelines, employees are expected to conduct themselves in a professional and appropriate manner, and demonstrate conduct that reflects common sense, integrity and good judgment. Employees must also comply with the laws of federal, state, and local authorities, and the governments of Native American communities in which we do business.

These guidelines do not express an intention on the part of the Company to subject an employee to any particular disciplinary action for violations; however, an employee may be subject to disciplinary action, up to and including termination, whether or not the particular statement expressly mentions possible termination. Decisions with respect to the degree of discipline fall within the sole discretion of management.

No employee shall engage in conduct that is disruptive, competitive, or damaging to Western Refining. The following is a list of behaviors that are not permitted and could be considered terminable offenses. This listing is not intended to be all-inclusive:

- 1) Providing false or misleading information when applying for employment or during employment.
- 2) Failure to accept the full duties of the position or failure to meet performance standards.
- 3) Insubordination and/or refusal to follow management's lawful instructions concerning job-related matters.
- 4) Insubordination or refusal to follow safety rules, including the wearing of safety equipment, or job-related instructions of supervision.
- 5) Failure to report for work upon the conclusion of an authorized leave of absence or vacation.
- 6) Failure to complete assigned job duties.
- 7) Sleeping on the job.
- 8) Failure to treat others with courtesy, dignity, and respect.
- 9) Theft, destruction, defacement or misuse of Company property or personal property of employees or customers.
- 10) Altering or falsifying any time records or other Company records or reports, for yourself or someone else.
- 11) Discussing confidential or proprietary information with competitors or customers, or not reporting potential conflict of interest situations.
- 12) Verbal or physical harassment of another employee or customer, including sexual harassment.
- 13) Unprofessional language or behavior.
- 14) Threatening physical harm, fighting or assaulting a fellow employee or customer. See Workplace Violence Policy for more information.
- 15) The possession of dangerous weapons while on Company property or on Company business.
- 16) Failure to follow cash handling procedures.
- 17) Irregularities involving cash handling, Company property, or files.
- 18) Gambling on Company time/ premises.
- 19) Absenteeism or tardiness that places an unacceptable burden on fellow employees or Company operations.
- 20) Failure to adhere to Company safety rules.
- 21) The possession, use, manufacture, illegal distribution or other transfer of the following substances on Company property or while on Company time:
 - An alcoholic beverage (other than the legal sale of alcohol as part of a retail employee's job duties.)
 - Any controlled substance or illegal drug or derivative thereof.
 - Any other substance that impairs an employee's ability to perform a job safely and competently.
- 22) Failure to follow the policies and procedures set forth in the Personnel Reference Manual.

WORKPLACE VIOLENCE POLICY

The Company maintains a zero tolerance standard for violence in the workplace. The purpose of this policy is to provide Company employees guidance that will help maintain an environment that is free of violence and the threat of violence.

1. Workplace Violence

Violent behavior of any kind, including threats of violence, either implied or direct, is strictly prohibited. Any violent behavior by a Covered Person (as defined herein) or any behavior which could be construed as threatening violence of any kind will not be tolerated.

A Covered Person who exhibits or threatens violent behavior or violates this policy may be subject to criminal prosecution and, to the extent such Covered Person is an employee or contractor, disciplinary action up to and including termination, in the Company's discretion. The Company will investigate all credible complaints received by the Company complaining of violence, threats of violence or possible violation of this policy. Retaliation against a person who makes a good faith complaint regarding violence, threats of violence or a possible violation of this policy is strictly prohibited.

2. Weapons

The Company prohibits all persons who enter Company Property (as defined herein) from carrying any Prohibited Weapon (as defined herein) onto any Company Property regardless of whether or not that person is licensed to carry such Prohibited Weapon, unless state law provides otherwise with respect to employee owned and locked vehicles on company parking lots. Notwithstanding anything in this policy to the contrary, law enforcement officers, authorized security guards and other authorized persons may carry Prohibited Weapons on Company Property provided such authorized security guards and other authorized persons have received prior written consent by the Company to carry such Prohibited Weapon on Company Property, which consent may be withheld in the Company's sole discretion. Law enforcement officers acting in their official capacity do not require such prior written consent.

DEFINITIONS:

1. **"Covered Persons"** under this policy include, without limitation, all Company employees, contract and temporary employees, visitors, invitees, customers, contractors or others present at or near Company Property.

2. **"Company Property"** under this policy includes, without limitation, all Company owned, leased or occupied buildings, vehicles, terminals, property and facilities.

3. **"Prohibited Weapons"** under this policy include any object, device or instrument designed as a weapon or, through its use, is capable of threatening or producing bodily harm or which may be used to inflict injury including, but not limited to, any firearm, whether loaded or unloaded; mace or pepper spray; all knives; clubs (to include baseball bats, tire irons, or similar items); explosives; incendiary devices; stun-guns; or ammunition.

If you have a question about whether an item is a prohibited weapon as defined by this policy, please call the Retail Human Resources Department. Each Covered Person is solely responsible for confirming with the Company in writing in advance that any potentially covered item in such Covered Person's possession or control is not prohibited by this policy. Absent such confirmation from the Company, such Covered Person should assume the potentially covered item is prohibited under this policy.

SOCIAL MEDIA POLICY

The purpose of this document is to set forth the guidance and Policy of Western Refining, Inc. and its affiliates regarding social media usage by all Company employees, whether at home or at work. This policy is not intended to prohibit employees from engaging in conduct allowed by the National Labor Relations Act ("NLRA").

Unless social media is a part of your specific job duties (e.g. public communications, marketing, etc.) social media should be used outside of working hours. When social media activities affect the Company's business interests, regardless if you identify yourself as a Company employee, social media participation is no longer a personal matter but a Company matter covered by Company policies, standards, procedures, and guidelines and subject to Company disciplinary actions.

"Social Media" — is defined as using Internet-based applications or broadcast capabilities to disseminate and/or collaborate on information. Current social media includes but is not limited to blogs, microblogs (e.g. Twitter), wilds, online social networks (e.g. Facebook, LinkedIn), photo sharing, or any other form of online sharing, publishing or discussions.

The Company policy is based on four guiding principles related to employees participating in social media. These four principles provide a framework within which employees can evaluate the potential impact of their social media activities.

1. Transparency: Be transparent in how you present yourself in social media. Be clear that any opinions or views expressed by you are reflective of only your views and not the views of the Company as a whole.

2. Protection: As a Company employee, you have an obligation to protect the confidential, proprietary, and trade information of the Company. Do not disclose any information that is not clearly labeled for public consumption via social media. Company "confidential" information does not include employment terms and conditions for employees who are not supervisors as defined by the NLRA.

3. Respect: The Company is an organization whose employees and customers reflect a diverse set of customs, values, and points of view. The Company expects that all posted communications be respectful of all individual's customs, values, or points of view. Company employees should also respect the privacy of co-workers. Social media should not be used for internal communications among fellow employees.

4. Judgment: Perception is reality and in social media, the lines between private and public, personal and professional are oftentimes blurred. When you identify yourself as a Company employee on social media, you are creating perceptions about yourself and the Company. Prior to posting a communication on social media, evaluate the posting to determine if a third party's opinion, with no knowledge of you or the Company, would be negatively impacted by the posting.

You are accountable for any intended, or unintended, impacts of your online activity. If you need further guidance in the four guiding principles described above, please contact your manager, the Compliance Officer, or Human Resources department. Additionally, further written guidance can be found under the Company's Social Media Standards.

DRUG AND ALCOHOL POLICY

Introduction. The Company operates in a highly safety-sensitive, regulated industry for which ensuring health and safety are everyday priorities. The Company is committed to protecting the safety, health, and well-being of its employees, customers, and all people who come into contact with its employees, workplaces, and property, and/or who use its services.

The Company recognizes that drug and alcohol abuse pose a direct and significant threat to these goals, and to the goal of a productive and efficient working environment in which all employees have an opportunity to reach their full potential. Therefore, we are committed to ensuring a substance-abuse free working environment for all employees through adoption, implementation, and enforcement of this “zero tolerance” Drug and Alcohol Policy (“Policy”). Consistent with the federal Drug-Free Workplace Act of 1988, the Company requires all employees, without exception, to abide by the Company policies against substance abuse.

This Policy supplements the drug and alcohol rules, and mandatory drug- and alcohol-testing requirements imposed by the U.S. Department of Transportation and its Federal Motor Carrier Safety Administration (collectively, the “DOT regulations”). Testing requirements and rules of conduct set forth in this Policy are intended to be equivalent to or more stringent than the drug and alcohol use and testing requirements imposed by the DOT regulations. Drivers subject to drug and alcohol testing rules under the Federal Motor Carrier Safety Administration Regulations (the “DOT Rules”) must comply with those rules and with this Policy.

Resources are available to assist any employee who believes he or she may be in need of assistance to resolve problems with substance abuse, and employees are encouraged to take advantage of these benefits. Employees who violate this Policy, however, will be discharged from employment. In appropriate circumstances, the Company also may notify law enforcement and cooperate with any resulting investigation.

Prohibited Conduct

a) *Drug Abuse*

The possession, use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, cultivation, and/or transfer of illegal drugs is prohibited at all times, and in any amount or any manner.

“Illegal drugs” includes all drugs, narcotics, and intoxicants for which possession, cultivation, or use is made illegal under federal, state, or local law (including marijuana and synthetic marijuana), and includes prescription medication for which the individual does not have a valid prescription and the illegal use of lawful products, including, for example, the deliberate ingestion or misuse of chemicals, gases, or hallucinogenic plants. Medication prescribed and filled in Mexico and Canada may not be lawful to use and possess in the United States and therefore such use may be prohibited by this Policy; it is the individual’s responsibility to ensure that his or her use of any and all such medications complies with United States laws. It is illegal to use prescription medications and over-the-counter drugs in a manner inconsistent with prescription or dosing directions and therefore medications not used as prescribed or directed will be considered illegal drugs.

b) *Alcohol Use and Misuse*

Employees are prohibited from reporting to work with alcohol in their systems. The Company also strictly prohibits the use or possession of alcohol while on Company business, which includes time spent while on the job (including during meal or rest breaks), while on Company property (including facilities owned or leased by the Company), while in a Company-provided vehicle (including while in a sleeper berth), or while representing the Company in any way (such as while on customer or vendor premises on Company business, including during layovers), unless expressly authorized in advance by senior management.

An employee may possess and use in moderation alcoholic beverages at approved Company-sponsored functions or in connection with the entertainment of customers, provided that the employee refrains from becoming intoxicated or impaired. In no event may an employee who possesses or uses an alcoholic beverage as permitted above return to work or operate a Company-owned or leased vehicle or equipment after consuming an alcoholic beverage until all alcohol has left the employee’s system, or four hours have passed, whichever is longer.

A confirmed positive test showing 0.02 percent or more alcohol in an employee's system will be considered proof that this Policy has been violated.

c) Use of Medicines

Except as provided in this section, the use of any lawful medication (prescribed and over-the-counter) or other drug-like substance, including certain plants or foods is prohibited if that use may affect the employee's ability to perform his or her job duties safely.

Federal Motor Carrier Safety Administration regulations make it unlawful for a driver to operate a commercial motor vehicle while using any medication, even by prescription, unless the driver's medical practitioner has affirmatively assured the driver that the medication will not impair the driver's ability to perform safely. All of our employees who use any medication therefore has an obligation to inquire and determine whether the use of that medication may affect the employee's ability to perform safely.

If a driver is prescribed a medication, the driver must obtain and present to the Company Human Resources representative a written statement from their medical practitioner listing any work-related restrictions or stating that the medication will not interfere with the employee's ability to perform safely. This statement must be presented before the employee performs any safety-sensitive function. Employees who are not drivers must report any work-related restrictions to a supervisor or Human Resources representative in advance of beginning work but need not report the name of the medication or reasons it is being used. The Company will treat all employee medical information as confidential and will use information only for purposes of ensuring that the employee is fit for duty, is medically qualified to drive a regulated vehicle (if applicable) and for purposes of initiating a discussion regarding reasonable accommodations if it appears that the employee may be in need of an accommodation to perform the essential functions of his or her job. Employees must carry any medication brought to the workplace in its original container with information about the medication and dosage.

An employee may continue to perform safety-sensitive functions if the Company's medical advisor and employee's licensed medical practitioner agree that the medication will not affect the employee's ability to perform safely. An employee may not be permitted to perform safety-sensitive functions unless such a determination is made, or other reasonable accommodation can be made.

d) Other Drug and Alcohol Misuse

Employees who are arrested or charged with any drug- or alcohol-related offense (regardless of whether it occurs in connection with the work) must report such arrest or charge to his or her supervisor on the next business day. Employees will not be disciplined solely on the basis of an arrest, but the Company may take steps to ensure that the employee is fit for duty or may assign the employee to a non-safety-sensitive role, if available, while charges are pending. Employees who are convicted of any drug or alcohol-related crime during their employment with the Company may be subject to discipline, up to and including termination.

Prohibitions and Consequences. Employees who violate this Policy in any manner will be terminated from employment with the Company.

Employee Assistance Resources. The Company strongly encourages employees to seek assistance with drug and/or alcohol concerns by assisting and supporting them in locating services and rehabilitation programs that emphasize education, prevention, counseling, and treatment. The Company encourages employees who may have concerns in this regard to seek assistance *before* they violate this or another Company policy, resulting in disciplinary action. Employees' health insurance may cover the cost of drug or alcohol treatment. Moreover, employees may be eligible for a leave of absence to participate in such a program.

An individual's decision to seek help voluntarily (before the individual is asked to submit to a drug or alcohol test and/or before the individual is discovered to have otherwise violated this Policy) will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. An employee's decision to seek help will be treated as confidential, and communicated only to those Company employees and agents with a need-to-know. A decision to seek treatment, however, can neither absolve nor protect individuals from the consequences of failing to meet expectations or for engaging in policy violations.

Drug and Alcohol Testing. The Company will require employees to submit to testing for the presence of illegal drugs or alcohol, as described below. The Company will pay the costs of all drug and/or alcohol tests it requires of its employees. For employees, drug and/or alcohol tests will be conducted just before, during or after scheduled work hours.

The drug and/or alcohol tests described below are in addition to any tests that may be required pursuant to DOT regulations. For example, the Company requires a post-accident drug and alcohol test even when DOT regulations would not require a post-accident test. Drivers will be notified when the test they are asked to take is required by the DOT regulations. When both a DOT test and a Company test are required, any DOT test will take precedence. If both the Company and the DOT regulations would require a test, after the DOT test is completed, the Company may elect to conduct a Company test or may accept the DOT test as meeting the requirements of this policy.

Employees will be subject to drug and/or alcohol testing as a condition of employment under the following circumstances:

a) Reasonable Suspicion Testing

When Company management has reason to believe that an employee has violated this policy, the employee may be asked to submit to a reasonable suspicion drug test. Requests for tests based upon reasonable suspicion will be based upon reasonably contemporaneous observations of the individual's behavior or performance, or other indication that this Policy may have been violated. Examples of what may trigger a request to submit to a reasonable suspicion test include, but are not limited to, one or more of the following:

- Observed suspected drug or alcohol abuse;
- An arrest, conviction or acceptance of a guilty plea for drug- or alcohol-related criminal offenses during an individual's employment with the Company;
- Observed suspected possession of open containers of alcohol, illegal drugs, or drug paraphernalia on the Company's premises;
- Information provided by either a reliable and credible source or independently corroborated;
- A pattern of unexplained absenteeism, tardiness, or other unexplained change in job performance; and/or
- Physical appearance or symptoms which may indicate drug or alcohol abuse.

Only one supervisor is needed to make a reasonable suspicion determination. However, even though the determination can be made by one supervisor, whenever possible two (2) supervisors should observe the employee and concur that reasonable suspicion does indeed exist.

b) Post-Incident Testing

The Company may conduct post-incident testing when an employee is involved in any incident that caused, or could have caused, physical injury or illness, loss of life, or any amount of property damage. Employees who drive for company business are required to notify their supervisor as soon as is immediately practical following an accident of any severity, in part to determine whether a drug and/or alcohol test is required. A failure to notify the Company of any such incident will result in termination of employment.

c) Follow-Up Testing

Unannounced follow-up testing will be required as a condition of continued employment during and after an employee has returned to work following a violation of this policy, provided the employee first completes an evaluation and any prescribed treatment for drug and/or alcohol abuse. Follow-up testing may also be required when an employee has self-identified as in need of treatment for drug and/or alcohol abuse and the employee seeks to return to work in a safety-sensitive position, as is determined to be appropriate for that individual following medical consultation. Testing will continue for a period of up to five years as recommended by the individual employee's treatment provider. At least six follow-up tests will be conducted in the first 12 months following an individual's return-to-work.

Individuals who return to work following a violation of this Policy or treatment for substance abuse dependence will be asked to enter into a last-chance or return-to-work agreement, as appropriate, setting out the requirements applicable to each individual's circumstances.

d) Other Testing

In addition, the Company will conduct pre-employment, random, post-accident, reasonable suspicion, return-to-work, and follow-up drug and alcohol tests when and as required by the DOT regulations for regulated drivers.

Consequences of a Positive Test or Refusal to Test. An employee whose alcohol or drug test is verified positive or a refusal to test is considered to be in violation of Company policy and will be terminated from employment. An applicant whose alcohol or drug test is verified positive or refuses to test will be denied employment. If the test is a DOT-mandated drug and/or alcohol test, the driver will also be ineligible to perform safety-sensitive functions, for any employer, until he or she completes the evaluation and return-to-work obligations set out in the DOT regulations. The Company will provide any driver who tests positive on a DOT-mandated test with a referral to one or more Substance Abuse Professionals (SAPs) as is required by the regulations, but will not continue to employ the driver.

Refusing A Test Any attempt to tamper with, substitute, adulterate, dilute, or otherwise falsify a test sample is considered a refusal to test, as is a failure to complete the testing process, failure to fully cooperate in the testing process, failure to report to the testing facility in a reasonable time (typically, as soon as is immediately practical following an accident or for-cause determination, and within an hour of being notified to report for a test on a random or follow-up basis) and other conduct which would intentionally prevent or compromise a valid test result. An employee's refusal to submit to drug and/or alcohol testing constitutes insubordination, and will result in termination from employment.

Testing Safeguards and Procedures. All tests conducted by the Company will follow the collection and testing protocols set forth in the DOT regulations, except that the Company may test for controlled substances in addition to those for which it must test pursuant to those regulations, or utilize alternative test samples as may be convenient. Whenever a test is conducted for a drug not required to be tested under DOT regulations, or using any alternative samples, the Company will direct its testing provider to use reasonable and accepted cut-off levels to determine the presence of a prohibited drug. In appropriate circumstances, the Company may ask that tests conducted by attending medical or law enforcement personnel be released to the Company.

a) Consent

No drug or alcohol test will be administered, or sample collected, without the consent of the employee or job applicant to be tested. However, testing is a condition of employment.

b) Collection and Chain-of-Custody

Persons being tested will be asked to provide a test sample by a trained collector. Procedures for collection of specimens ordinarily will allow for reasonable individual privacy (observed collections will be conducted only as set forth in the DOT regulations). Samples may be tested for adulterants or subject to other validation procedures, as appropriate. The collection-site person and the person being tested will adhere to chain-of-custody procedures at all times. All specimens will be sealed in tamper-evident containers before being forwarded to a laboratory for evaluation.

c) Testing Methods

The Company may test for cannabinoids (marijuana and synthetic marijuana), cocaine metabolites, amphetamines (including methamphetamine, MDMA (ecstasy), MDA, and MDEA), opiates (including codeine, morphine, heroin,), phencyclidine ("PCP"), methadone and other opioids, barbiturates, benzodiazepines (including Valium and Xanax), and alcohol. The Company may add other substances to this list at its sole discretion, in which case, employees will be advised of the additional substances for which the Company may test.

All drug test samples will be screened using an immunoassay technique and all presumptive positive tests will be confirmed using gas chromatography/mass spectrometry (GC/MS) or other equally sensitive

methodology. Drug tests will be performed by a laboratory certified by the federal Substance Abuse and Mental Health Services Administration (“SAMHSA”) for federal workplace testing.

Typically, breath and/or saliva tests will be used to detect the presence of alcohol. Positive tests will be confirmed with a second breath test performed shortly after the first test is conducted and in accordance with DOT alcohol testing protocols. An alcohol test will be considered positive if it shows 0.02 percent or more alcohol in an employee’s system.

d) Review of Positive Results

Any individual whose test is positive for the presence of an illicit drug or drugs will be contacted by an MRO (a medical doctor with an expertise in toxicology), and offered an opportunity to provide the MRO with any legitimate medical explanation he or she may have that would explain the positive drug test.

If the individual provides an explanation acceptable to the MRO that the positive drug test result is due to factors other than the consumption of illicit drugs (such as a legitimate prescription for the substance detected), or is otherwise faulty, the MRO will verify the test as negative. The MRO will also review chain-of-custody documents and evaluate samples for adulteration, substitution, and dilution and verify each test accordingly. Any decision by the MRO shall be final.

MRO review does not negate the requirement that an employee notify the Company before using any prescribed or over-the-counter medication, as described above in the “Use of Medicines” portion of Section 6.2. In addition, the DOT regulations direct the MRO to recommend the Company seek a fitness-for-duty examination of a driver when the MRO believes that the driver’s medical condition or use of medications poses a significant risk to the driver’s ability to safely perform regulated work.

e) Notice of Positive Results/Right to Re-test

An individual who tests positive for drugs may, within 72 hours of notification, ask that his or her split or remaining sample, be sent to an independent SAMHSA-certified laboratory for a second confirmatory test, at the individual’s expense, although the Company may suspend without pay or take other appropriate action against the individual pending the results of any such re-test.

f) Confidentiality

All test results will be treated as confidential, and disseminated within the Company and its agents in the testing process only on a need-to-know basis. Test results will not be released outside the Company without the written consent of the tested individual, except as is otherwise required by law, or to defend the Company in a legal or administrative action brought against the Company by the individual. Test results will be stored separately from personnel files in a secure location.

STORE OPERATIONS

Courtesy

Employees are expected to be courteous and respectful towards customers, vendors, business partners and fellow employees, and conduct themselves in a manner consistent with Western Refining’s Code of Business Conduct and Ethics.

Sexual harassment or harassment of any kind directed against customers, vendors, business partners or fellow employees will not be tolerated. Using threatening or abusive language, intimidating or coercive behavior or interfering with another employee’s work is prohibited. Employees engaging in horseplay, loud quarreling, fighting, violent or disruptive behavior may be immediately suspended or terminated, at the Company’s discretion.

Customer Relations

All employees should greet each customer as they enter the store. Let our customers know how much we appreciate their business. A large part of our success depends on each employee’s treatment on our customers’ rights – to treat them the way we would want to be treated.

Never argue with a customer. Maintain a professional attitude and show genuine concern for the customer. It is not acceptable to lose your temper or use profanity. If necessary, call your supervisor to help resolve a problem.

Learn about the Company and be prepared to answer questions about products and services offered in the stores. We strive for 100% Customer Satisfaction – Guaranteed.

Store Etiquette

In order to maintain a safe and comfortable working environment for our employees and customers, smoking or other tobacco use in Company offices and facilities is strictly prohibited. In retail locations, smoking or use of smokeless tobacco is never permitted anywhere inside the building or buildings, including back rooms or storage areas, or bathrooms, including e-cigarettes.

Employee smoking is only permitted at least 20 feet from the front doors. No smoking is allowed around fuel islands or propane tanks. Employees should not have food, beverages, candy or snacks on the register areas, and should not consume food or drink while assisting customers. If available, employees should use designated break areas, or a designated back room. .

Handling & Sale of Alcohol Beverages, Tobacco and Age Restricted Products

It is Western's policy that the handling, display, and sale of alcohol beverages, tobacco and all age restricted products be in strict compliance with all federal, state, and local laws and regulations and Company policies and procedures.

In stores where alcohol beverages are sold, ALL employees are required to attend a Company-approved or state certified, instructor led alcohol sales training prior to handling or selling alcohol beverages. It is against Company policy to sell alcohol beverages if you have not attended this training. In addition, any required identification or "server card" must be kept on person at all times while working.

Employees who violate alcohol laws, regulations, policies and/or procedures are subject to written warning and/or termination. Civil action may be taken against the employee, the employee is responsible for any fines or confinement found by the court or authorized representative.

Honest & Ethical Behavior

Dishonesty, misrepresentation of facts, or falsification of records (including but not limited to employment application, time records, invoices or bank deposits), or misrepresentation in obtaining employee benefits or privileges is prohibited.

Your personal financial matters are private; however, if you write checks to the Company from your account and there are insufficient funds, you may be responsible for any costs incurred by the Company relating to the insufficient funds check(s). The writing of insufficient funds checks to the Company may lead to disciplinary action, up to and including termination.

The Company views the attachment of an employee's wages (garnishment) as a serious matter, and encourages employees to make necessary arrangements for payment to creditors to minimize the need for Company assistance in collection and payment of such obligations.

- 1) The Company will comply with all appropriate federal and state regulations governing garnishments. Upon receipt of notice of garnishment, the Payroll Representative will notify the employee of the garnishment process and amounts that are to be withheld from his/her paycheck.
- 2) It is the responsibility of the employee, whenever possible, to attempt to rectify the situation causing garnishment of wages. However, the Company does recognize that some situations require garnishment of wages, and thus, such garnishment is not viewed as an unfavorable reflection on the employee.
- 3) Because writs of garnishment or attachments impose an administrative burden on the Company, the Company may seek reimbursement from the employee for costs incurred by the Company, as permitted by law.

In order to maintain good business relationships with our vendors and suppliers, it is important that any charges incurred on behalf of the Company are promptly submitted for payment. Arranging for goods and/or services using the Company's name without prior authorization is prohibited.

Attendance & Punctuality

Attendance is an important aspect of an employee's overall performance. All employees are expected to arrange their personal affairs so that they can work their assigned schedule.

If you are unable to report to work on time for any reason, you must personally notify your supervisor as far in advance as possible, but no later than two hours before your scheduled start time. Additionally, if you need to be away from work for consecutive days, you must personally **call in** each day. Text messaging is not an acceptable means to report an absence and will not be considered as notification to your supervisor. Reporting an absence is not a guarantee that the absence is "excused" – disciplinary action is at management discretion.

Employees are expected to report to work as assigned and on time and are expected to work their entire assigned shift. Leaving before the end of the shift without a supervisor's approval is unacceptable. For an emergency absence occurring during an employee's shift, such employee must personally notify his or her supervisor prior to leaving the premises.

If you are delayed in reporting to work more than thirty minutes, and you have not made prior alternative arrangements with your supervisor of your expected tardiness, you may lose your right to work the balance of the shift. If you are permitted to work, you will be paid only for the time actually worked.

Unexcused or excessive absences or tardiness shall be dealt with on an individual basis, according to the discretion of your supervisor and based on operational needs.

Work Assignments & Scheduling

The reason we are in business is to provide products and services to our customers. Hours of operation for departments and individual stores may vary. Employee schedules are based on customer service requirements and operational needs. Schedules may be adjusted or changed to meet those needs.

Employees should perform all assigned tasks efficiently. Refusing to perform assigned work or failure to follow direction from management is prohibited. Prohibited behavior also includes carelessness, insubordination, and/or sleeping on the job. It is prohibited for an employee, whether on shift or not, to interfere with another employee's work.

Employees are not allowed to work while not clocked in. While on-duty, an employee should not leave the assigned work area. Employees should not leave the premises without clocking out, and under no circumstances

should the store be left unattended. Employees may not clock in or begin work before their normal starting time or stop work after their normal ending time without their supervisor's prior approval.

Off-duty employees and non-employees, including family members, are not allowed in work areas and are not allowed to loiter on the store property. Only employees scheduled to be at work should be in the store prior to opening or after closing hours.

Cash Handling and Inventory Control

Employees are expected to follow proper cash handling procedures and accurately report the sale, transfer and/or use of Company merchandise, property and assets. This includes but is not limited to the following:

All sales transactions, including employee, customer and vendor purchases are to be rung up and paid for immediately (and prior to consumption of food or drink).

In order to avoid the appearance of any conflict of interest or impropriety, employees are not permitted to ring up their own purchases or purchases made by members of their family and/or close personal friends. Employees should not make change for themselves, members of their family and/or close personal friends.

Employees are required to pay current retail prices for all merchandise purchased, and a sales receipt must be attached to all items purchased and/or consumed by an employee during their shift. Employees are not allowed to purchase or play lottery while on duty. Employees are strictly prohibited from purchasing alcohol products while on duty.

While on-duty, employees are allowed free fountain drinks or coffee. Personal refill cups should be used. These free beverages are limited to employees only (no friends or family) and only to employees while on duty.

Employees are not to remove Company property or merchandise from the store that they have not purchased. Promotional items intended for customers should not be taken by an employee for personal use, profit or gain. This includes abuse of customer loyalty programs, such as Express Rewards. Employees may not collect rewards points paid for by customers or other employees.

Perishable items prepared in the store or damaged merchandise should be recorded and disposed of properly and should not be consumed or taken from the store by anyone who has not purchased these items at full retail price.

Employees are only to conduct transactions from the register drawer to which they are assigned and should not allow another employee access to their assigned drawer.

Cash, checks, transaction receipts, and other negotiable items must be controlled at all times and never be left out in the open.

Amount of cash in register drawer must not exceed specified amount.

Established credit card, check cashing, lottery sales and money order procedures must be followed, including not accepting a credit card as payment for a pre-paid or reloadable credit card.

All large bills (\$20 and larger) should be checked for counterfeit.

Taking or "borrowing" money from the cash drawer, safe, drops or bank deposits is strictly prohibited and is considered a severe violation of cash handling procedures, subject to immediate termination of employment.

Unauthorized personnel should not be allowed behind the counter, in the backroom, or inside the cooler. (This includes but is not limited to family, friends, former associates, unsupervised vendors, etc.)

Stockroom doors and office doors should remain closed at all times.
Safes should remain closed and locked at all times.

Personal Appearance / Dress Code

In order to portray a positive, professional public image, all employees shall maintain a neat and clean personal appearance and are required to follow dress code policies:

- Complete uniform, including shirt / smock, name tag, appropriate pants or slacks (no shorts, sweat pants or Capri-pants) and closed-toed shoes.
- Uniform must be clean and in good repair – no tears, holes, or stains.
- The complete uniform, including your name tag and any required alcohol/tobacco ID buttons, must be worn at all times while you are at work.
- Hats may be worn if they include the Company logo and are clean and in good condition.
- Tennis shoes are approved but must be clean, not torn, and tied.
- Solid blue, black or khaki jeans or slacks are acceptable and must be clean, not torn or frayed, and must cover all undergarments.
- Smocks must be zipped at least half way up – the shirt underneath must be clean and not contain offensive sayings or pictures.
- Any shirt worn under the smock must be tucked in – not hanging out below the smock.
- Uniform shirts (polo) must be tucked in and clean.
- Complete, proper uniform must be worn on site, while on the clock, or at any training class or company activity.

We expect employees to use good judgment and to practice good personal hygiene. General guidance on appearance and grooming standards follow.

Personal Hygiene: It is important to our customers that our employees present a neat, clean appearance. There should never be any offensive odor apparent to the customer. Wear necessary deodorant to eliminate body odor and pay proper attention to oral hygiene. Fragrance, cologne or perfume should be used sparingly.

Hair: Hair should be clean and neatly groomed. Food service and/or safety precautions may require that employees' hair be pulled back or secured. Extreme hairstyles or hair color (pink, purple, etc.) may not be permitted. Men should keep facial hair well trimmed and neat.

Jewelry and Accessories: Jewelry and accessories should be kept to a minimum, and items should be small enough to not get in the way of your work. Dangling items and loose ends may present safety hazards. Management has the right to limit size, shape and number of jewelry items worn by employees while at work. Wearing sunglasses inside the store while serving customers is prohibited. You may be asked to remove or cover any facial piercing jewelry (tongue, nose, eyebrow, etc.) or body tattoos while on duty. This will be handled on a case-by-case basis at management's discretion.

Solicitation

In the interest of maintaining a proper business environment and preventing interference with work, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time. Employees who are not on working time (e.g., those on breaks or lunch time) may not solicit employees who are on working time for any cause or distribute literature of any kind to

them. Employees may not distribute literature or printed material of any kind in working areas at any time. The only exception would be union organizing activity performed by Company employees, on Company property – in a safe manner. Non-employees are prohibited from distributing material or soliciting employees on Company premises at any time.

Phone calls

Be courteous to all callers whenever you answer a Company telephone. When you answer, remember to give the name of your store (and your name when appropriate).

Personal phone calls should be kept to a minimum. Please advise your family and friends that you should be contacted *only* in case of emergency. Long distance phone calls should not be made. Violation of this policy could result in disciplinary action, and the Company reserves the right to collect from the responsible party any funds necessary to cover long distance phone charges.

While you are on duty, cellular telephones should be turned off. Use of a cell phone for texting or email while on duty is also prohibited. While on Company business, employees are not permitted to use a cellular phone while driving unless they are using a hands-free device. Texting or emailing while driving for company business is prohibited.

Use discretion when answering questions from callers requesting information about our employees. DO NOT give callers employee information – including another employee's work schedule, or whether or not an employee has left the Company – unless you have expressly been authorized or instructed by a member of management to do so. If the caller needs employment verification or personnel-related information, they are to be referred to the Human Resources Department.

Personal Electronic Devices

Devices such as personal pagers, MP3 players, or personal cellular phones may not be used while the employee is working. All personal electronic devices should be in the off position while the employee is on duty and may not interfere with the employees work duties. Camera phones are strictly prohibited and may not be used to photograph any company documents, assets, or other company or customer property without written authorization from a supervisor. The ONLY exception to this policy is when a camera phone is needed to document a work-related accident.

Computer Use

Employees should only use Company property to which they are assigned to, have been trained on, and are authorized to use. Western Refining provides computer hardware and software for the purpose of meeting legitimate business needs.

Employees should not bring personal computers, printers, and/or accessories to Company offices. All requests for computer hardware, software, and/or accessories should be forwarded to the Information Services Department.

Western Refining does not condone or tolerate unauthorized copy or use of proprietary computer software. Employees should not add software or hardware to Company computers. The Information Services Department may delete any unauthorized software including screen savers and computer games. Employees are not permitted to copy Company-owned software on their home computers, or to install personally owned software of any kind on Company-owned computers.

Any employee who violates this policy or uses computer hardware and/or software for improper purposes may be subject to disciplinary action up to and including termination.

Passwords

The purpose of this policy is to establish a standard for the creation of strong passwords, the protection of those passwords, and the frequency of change. Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Network computer passwords must contain characters from at least three of the following four groups:

- Upper case letters
- Lower case letters
- Numbers
- Special characters (1, @, %, etc.)

All network logons will be set to not allow the use of any of the previous six passwords. Accounts requiring passwords will be set to lock after five invalid logon attempts. All user-level and system-level passwords must conform to the described guidelines.

Employees may not share Western Refining passwords with anyone. All passwords are to be treated as sensitive, confidential Western Refining information.

Internet and Electronic Mail Use

It is the policy of Western Refining to provide Internet access to employees who demonstrate a legitimate business need. Internet access is provided as a business tool to assist in the accomplishment of business goals and may be used for business-related purposes only. The Company has taken steps to ensure productive and appropriate Internet use and is adamant about protecting the Company's public image and the rights of others. All Western Refining employees, contractors, consultants or other authorized parties that have access to Internet services must comply with the requirements stated in this policy. For the purposes of this policy, Internet services include but are not limited to:

- Electronic mail
- Information searching
- Web browsing
- File transfer
- Remote login

All electronic mail messages composed, sent or received over the Internet are the property of the Company and are not the private property of any employee. Employees are not authorized to retrieve or read any electronic mail messages that are not sent to them. The Company reserves the right to access and view all messages, files, and records of Internet sites visited on the computer system as deemed necessary and appropriate. The Company may comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, and archives on individuals' Internet activities.

Use of the Internet for recreational games, instant messaging, chat rooms, obtaining or distributing pornographic or sexually oriented materials, or for any non-business related material is strictly prohibited. Any Western Refining employee who discovers a suspected violation of this policy must notify their supervisor or Human Resources representative immediately.

Violations of this policy may result in disciplinary action, up to and including termination.

SAFETY AND SECURITY

The Company places the highest priority on the safety, health and well being of our employees and customers. All employees must observe and abide by Company, local and federal safety and security practices.

Western Refining strives to provide each employee with a safe and healthy work environment. Each employee has responsibility for maintaining a safe and healthy workplace for all employees by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.

As more particularly described in the Company's Personnel Reference Manual and the Drug and Alcohol Policy applicable to retail operations employees, employees should report to work in condition to perform their duties, free from the influence of illegal drugs or alcohol.

Employees should only use machines, equipment and other Company property to which they are assigned to, have been trained on, and are authorized to use.

Safes must be locked at all times. Storerooms must be locked at all times, and only authorized personnel should have access to keys.

If you observe an unsafe condition or act, take action right away. If you are able to correct the problem without danger to yourself or others, do so immediately. After correcting the problem, or after you have determined that you cannot correct the problem safely, immediately notify any necessary emergency personnel and then notify your supervisor. Employees must immediately report to their supervisor any accident that results in bodily injury or damage to property.

Action resulting in injury to employees or to others, damage to Company property, to property of others entrusted to the Company, or to property of fellow employees is prohibited. An employee whose action(s) demonstrate disregard for safety practices and/or result(s) in injury or property damage may be subject to immediate termination of employment.

Loss Prevention

The protection of Company assets is a responsibility we all share. Western Refining needs every employee's help to identify areas of potential loss. Notify management immediately of any security violations, missing merchandise, or suspected theft of money or merchandise.

Do not attempt to apprehend a customer that you suspect of shoplifting or retrieve merchandise. Rather, offer service and attention to insure the customer knows you are aware of his/her presence and actions. Attentive customer service and direct contact discourages many would-be shoplifters.

While losses caused by theft of merchandise and money dramatically decrease profits, errors in pricing or ringing sales, inaccurate stock counts, unauthorized discounts, mistakes in recordkeeping and damaged merchandise due to carelessness are also very costly. Employees are responsible to properly record all transactions and follow all procedures regarding merchandise discounts and possession of merchandise.

Personal Property

The Company is not responsible for the loss, theft or damage of personal belongings, including a personal vehicle or possessions in a vehicle. You are advised not to carry large sums of cash or other valuables with you when you come to work. Articles of personal property found on the premises should be turned in to the store manager. Inquiries regarding lost property should be directed to the store manager.

Driving Policy

Some positions require the use of the employee's personal automobile for driving while on Company business. For these positions, the employee is required to show proof of their valid driver's license and current personal automobile insurance. Employees must maintain an acceptable driving record and may not operate a motorcycle or scooter while on company business. A hands-free device must be used for any cellular phone calls made or received while driving on Company business. The safety and well being of our employees is of critical importance to the Company. The Company has established the following criteria and guidelines regarding driving vehicles on Company business. In addition to the provisions set forth in this policy, all employees are expected to comply with all applicable federal, state, and local laws.

1. Qualifying Factors:

In order to drive on Company business, an employee must meet the following criteria:

- a. Hold a valid driver's license in their state of residence for the class of vehicle being driven;
- b. Hold no more than one driver's license, except as permitted by law;
- c. Maintain liability insurance if the vehicle being driven on Company business is not a Company-owned vehicle;
- d. Be otherwise qualified under federal and state regulations to drive the vehicle being driven;
- e. Be deemed insurable under applicable insurance policies; and
- f. Maintain an acceptable driving record as set forth by the Company for Category I, II or III drivers as defined in this Policy.

2. Driving Provisions:

In addition to the requirements set forth elsewhere in this Policy, all drivers must also comply with the following:

- a. Compliance with the Laws. Drivers shall comply with all applicable state and local driving laws, parking regulations, and all Company-issued safety policies and rules. Employees who drive commercial motor vehicles, or who are otherwise subject to separate rules and regulations, such as those dictated by state or federal law, are also expected to adhere to any additional laws or regulations which may apply.
- b. Safe Operating Condition. Drivers shall inspect their vehicle at the beginning of each shift or prior to each trip to ensure that the vehicle is in safe operating condition prior to its use. This requirement includes that all tires be properly inflated (i.e., not visibly deflated), windows are clean, mirrors are properly positioned and that all head and tail lights are in working order. In the event of any defects of a rented or Company-owned vehicle, drivers shall report the defect(s) to their manager, supervisor, or rental agency if applicable before the start of any journey. If a vehicle is rented, any damages should also be reported to the rental agency.
- c. Cell Phones. For purposes of this policy, the term "Cell Phone" is defined as any electronic device with the ability to receive and/or transmit voice, text, or data messages without a cable connection (including, but not limited to, cellular telephones, digital wireless phones or PDAs (personal digital assistants with wireless communications abilities). The use of a Cell Phone while driving is inherently dangerous. The Company prohibits the hand-held use of Cell Phones or similar devices while driving whether on a personal or Company-owned Cell Phone. Drivers who are not subject to Federal Motor Carrier Safety Regulations and drivers who are not classified as Category I drivers, as defined in this Policy, may use Cell Phones while driving for voice conversations only if the device is used solely in "voice-activated" or "hands-free" mode, provided such use is permitted under applicable state or local laws and the rules and policies applicable to the employee's business unit. Employees are required to comply with all state and local laws regarding the use of Cell Phones or similar devices while driving.

d. Accident Reporting. Employees must promptly report any accidents that occur while driving on Company business to their immediate supervisor and Risk Management in the Tempe office. Such report shall include make and model of the other vehicle, the name and address of the other driver, the names and addresses of any witnesses and the insurance information of the other driver. If a vehicle is rented, any accidents should also be promptly reported to the rental agency.

e. Consent to Company Review. The Company may periodically obtain Motor Vehicle Reports (“MVRs”) for up to ten (10) preceding years for any employee or contractor who may be a Category I, II or III driver as defined in this Policy. In connection with this Policy, such employees and contractors agree and consent to the release of MVR’s to the Company or its agents. All drivers may be subject to random requests to provide proof of current license and insurance.

3. Driver Categories:

Any employee or contractor who drives on Company business shall be considered either a Category I, Category II or Category III driver, as defined below:

Category I drivers are drivers that fall under Department of Transportation (DOT) regulations applicable to commercial motor vehicles. Category I drivers must meet the “Qualifying Factors” and abide by the “Driving Provisions” outlined above and all other provisions set forth in this Policy. Category I drivers shall also comply with the Federal Motor Carrier Safety Regulations and any and all other laws and regulations that may be applicable to them or their operation of a commercial motor vehicle. All Category I drivers must immediately inform their supervisor and the Vice President, Human Resources if they incur any of the following citations, violations or penalties from any state or other governmental agency, even if such citations, violations or penalties are incurred while driving on non-Company business:

- Revoked or non-renewed license;
- Cancelled or non-renewed liability insurance;
- Citation for Driving While Intoxicated (DWI);
- Citation for Driving Under the Influence of drugs, alcohol, or any other controlled substance (DUI);
- Refusal to submit to a DWI/DUI test;
- Citation for excessive speed (15+ mph over the speed limit);
- Citation for reckless driving;
- Using a vehicle in the commission of a felony;
- Transporting a controlled substance unlawfully;
- More than one major traffic offense (including accidents) in a two (2) year period; or
- A total of three (3) moving violations within a two (2) year period.

Category II drivers are drivers whose job requirements include regular and routine driving of Company or personal vehicles on Company business. Category II drivers must meet the “Qualifying Factors” and must abide by the “Driving Provisions” outlined above and all other provisions set forth in this Policy. All Category II drivers must immediately inform their supervisor and the Retail Human Resources Manager if they incur any of the following citations, convictions, violations or penalties from any state or other governmental agency, even if such citations, convictions, violations or penalties are incurred while driving on non-Company business:

- Revoked or non-renewed license;
- Cancelled or non-renewed liability insurance;
- Citation for Driving While Intoxicated (DWI);
- Citation for Driving Under the Influence of drugs, alcohol, or any other controlled substance (DUI);
- Refusal to submit to a DWI/DUI test;
- Citation for excessive speed (15+ mph over the speed limit);
- Conviction for reckless driving;
- Using a vehicle in the commission of a felony;
- Transporting a controlled substance unlawfully;
- More than one major traffic offense (including accidents) in a two (2) year period; or
- A total of three (3) moving violations within a two (2) year period.

Category III drivers are drivers whose job requirements include only occasional driving on Company business. Category III drivers must meet the “Qualifying Factors” and must abide by the “Driving Provisions” outlined above and all other provisions set forth in this Policy. Prior to driving on Company business, all Category III drivers must inform their supervisor and the Vice President, Human Resources if they have incurred any of the following citations, convictions, violations or penalties from any state or other governmental agency within the past year, even if such citations, convictions, violations or penalties are incurred while driving on non-Company business unless otherwise indicated:

- Revoked or non-renewed license;
- Cancelled or non-renewed liability insurance;
- Conviction for Driving While Intoxicated (DWI) in the past three (3) years;
- Conviction for Driving Under the Influence of drugs, alcohol, or any other controlled substance (DUI) in the past three (3) years;
- Refusal to submit to a DWI/DUI test;
- Conviction for excessive speed (15+ mph over the speed limit) while driving on Company business;
- Conviction for reckless driving while driving on Company business;
- Using a vehicle in the commission of a felony;
- Transporting a controlled substance unlawfully;
- More than two major traffic offenses (including accidents) in a two (2) year period; or
- A total of four (4) moving violations within a two (2) year period.

Any employee who is unsure of whether they are a Category I, Category II or Category III driver should consult with Retail Human Resources.

4. Violation of Policy/Failure to Report:

Violating this Policy, incurring any of the citations, convictions, violations or penalties described herein and/or failing to inform your supervisor of any such citations, convictions, violations or penalties may result in job reassignment and/or disciplinary action up to and including termination, in the discretion of the Company. In making its decisions, the Company may consider, among other things, the extent to which driving comprises a significant aspect of an employee's job function. The Company has no obligation to accommodate a change in job duties due to an employee not meeting the qualifying factors.

5. Exceptions:

Exceptions to this Policy may be made upon written approval by each of the Vice President, Human Resources, the Vice President, Risk Management and the employee's supervisor.

Customer Accidents

Check the status of the injured party and determine whether immediate medical attention is necessary. If it is a critical or serious injury, call 911. Provide first aid only if you have formal training.

Call a member of management. Inspect the injury scene – take pictures or draw diagrams of the accident scene. Complete a *Supervisors Report of Accident* form; obtain names and addresses of the injured customer and any witnesses.

- DO NOT offer to pay medical expenses and/or discuss insurance.
- DO NOT discuss or argue the cause of the accident.
- DO NOT apologize for the accident or make statements admitting responsibility.
- DO NOT discuss the accident with anyone other than Company management.

Employee Accidents

Report all on the job injuries or illnesses to your supervisor as soon as they occur. Complete a *Employee Statement of Injury or Illness* and any other designated forms.

Failure to follow proper procedure may delay or otherwise jeopardize your rights to benefits in connection with the injury or illness. Refer to Worker's Compensation in the Benefits section of the *Personnel Reference Manual*, or contact Human Resources if you have questions regarding compensation for work-related injuries.

Firearms and Weapons

Employees are prohibited from having firearms or other weapons on Company property, including mace or pepper spray. See the Workplace Violence policy for more information.

Robberies

Your safety is the priority. Maintain minimum cash levels in register(s) at all times. Do not argue and do not resist the individual(s) in a robbery situation. Take all necessary safety precautions and immediately contact the police as soon as it is safe to do so. Next, contact a member of management for further instruction.

IN SUMMARY

This Retail Employee Handbook provides you with much of the information you will need in your job. Please read it carefully and keep it as a handy resource. We encourage you to speak with your supervisor or Human Resource Representative for further information on any of the topics contained in this handbook.

We strive to have the most competent and dedicated employees and are pleased to have you as an important member of our team. We wish you success in your position and hope that your employment relationship with Western Refining will be a rewarding experience!

Welcome To Western Refining!