

CODE OF ETHICS

The Company is dedicated to the highest standards of integrity, ethics and legal compliance. The Code of Ethics does not cover every ethical question or specific situation, but it does provide a basic guide to understanding the Company's expectations for each Associate.

Alliance's Code of Ethics is a critical part of the way we do business. The Company will not tolerate any Associate who achieves results by violating laws or engaging in dishonest or unscrupulous business practices or otherwise taking actions that jeopardize the Company's reputation. Our reputation is a valuable asset, and we must continually earn the trust, confidence, and respect of our suppliers, our clients, and our communities.

The Company measures excellence by qualitative values as well as by quantitative results. The Company expects Associates to "do the right thing" while "doing things right" in order to maintain good working relationships with our suppliers, clients, and communities. All Associates are encouraged to be alert to ethical ambiguity and to promptly disclose to the management of the Company anything that may violate this policy. You also should be guided by basic honesty and good judgment and be sensitive to the perceptions and interpretations of others. We will not tolerate retaliation or retribution against anyone who brings violations of this policy to management's attention.

All Associates must follow the requirements of the Code of Ethics. The Company also looks to its leadership to uphold these policies and standards and to set an example by instilling a spirit of honor in the workplace.

- **You and the Government.** Associates must follow the applicable laws, regulations, rules and regulatory orders of every jurisdiction in which Alliance operates, including those governing relationships with governments and government employees. Alliance forbids payment of any kind, by its subsidiaries, affiliates or Associates, to any government official within the United States or abroad, for the purpose of obtaining or retaining business, or for the purpose of influencing favorable consideration or treatment regarding a business activity or other matter. The Company expects all Associates to use only legitimate practices in commercial operations and in promoting the Company's position on issues before governmental authorities. Kickbacks, fees, commissions, or any form of "bribe" intended to induce, or reward favorable decisions and/or governmental actions are unacceptable and prohibited. These provisions are not intended to apply to routine, reasonable business entertainment, or gifts of minor value that may be customary in local business relationships, provided that no law or Company policies are violated and full disclosure is made to the immediate Supervisor.

No Associate will offer to make directly or indirectly, through any person or firm, any payment or anything of value to:

- i. **Persons Associated with Government.** Any person or firm employed by, or acting for or on behalf of any government entity, governmental official, or customer, for the purpose of inducing or rewarding any favorable action; and
- ii. **Government Officials.** Any governmental official or political party, for the purpose of inducing or rewarding any favorable action or for withholding of action, or the exercise of influence by such official, party, or candidate in any business transaction or in any governmental matter that may favor, or tend to favor, the Company.

- **Accuracy of Business Records.** Every Associate is involved, if not in the authorization or execution of business transactions, at least in reporting of some kind, if only in expenses for travel and entertainment or for hours worked on a timecard. All reporting of any and all business transactions or reporting of any must be completed honestly and accurately. The Company has established, and all Associates must maintain, high standards of accuracy, honesty, integrity, and confidentiality in the Company's financial records and reporting. Each Associate has responsibility for the proper use and protection of assets and for reporting confidential business-related financial and other important information within the Company. Such information includes but is not limited to all lease documents; pricing; profits; costs; sales; losses; mergers; acquisitions, and internal accounting figures.

Alliance's books, records and all documents, including reports submitted or reviewed by government authorities, must accurately and fairly reflect all transactions and existing Company operations. No Associate will falsely report transactions or fail to report the existence of false reports in the Company's accounting records. Associates certifying the correctness of records and documents, including vouchers, bills, reports and permit applications shall take all reasonable steps to assure that the information contained in the records and documents is correct and proper.

- **Assets and Funds.** The cooperation of every Associate is necessary for the Company to effectively operate to document transactions and dispositions of its assets accurately. Each Associate with responsibility for the use of the Company's physical assets or funds will be accountable and responsible for his/her proper conduct as a fiduciary in relation to the use or protection of those assets. Where Associates are responsible for the acquisition and disposition of assets for the Company or are authorized to incur liabilities on the Company's behalf, they must be careful not to exceed the authority vested in them.
- **Other Business Activities.** Associates who engage in other business activities during non-working hours should be sure that those activities do not interfere with their work at Alliance. There are a number of situations where an Associates' personal interest conflicts, actually or in appearance, with the interests of the Company or the Associates' loyalty to the Company. Such situations could interfere with an Associate's ability to make judgements solely in the Company's best interest. Associates should not hold substantial ownership interest in any competing business or any outside concern which does business with the Company, absent authorization from the Company's Chief Executive Officer.
- **Our Customers and Information.** Alliance's growth and success depends, in large part, on the ability of its Associates to increase customer confidence and satisfaction. When representing Alliance, remember that you are Alliance. Associates must act to preserve and enhance our positive reputation. Information gathered by the Company is intended for use by Alliance and no Associate is permitted to gain personal benefit from such information. Alliance respects the privacy of customer records, and access to customer information should be restricted to a business need-to-know basis. Associates are prohibited from distributing account client and/or customer information to anyone, in any form, except the named account holder, client, or customer. Absent the customer's consent, disclosure of confidential information is prohibited except to the extent required by law.
- **Protection of Company Information.** Company information, or information obtained by the Company about customers, will be treated as confidential and not divulged except in accordance with established procedure and applicable law. Confidential information shall not be used for any Associate's personal gain, nor may any Associate allow a third party to use or obtain such information.
- **Competitors.** The highest standard of ethical conduct must be observed in all relationships with our competitors. Alliance will always compete vigorously and fairly. The Company must and will comply with all applicable antitrust and pricing laws and requirements relating to unfair competition. The

antitrust laws prohibit anti-competitive agreements (such as price fixing agreements between competitors), unlawful monopolies, unfair methods of competition and unfair or deceptive acts or practices and allow both the government and private plaintiffs to bring actions for violations. If ever in doubt about the legality of any action, Associates must consult with senior management.

- **Use of Company Name.** The Company recognizes the value of the name and the reputation of the Company. The official use of the Company name (on behalf of the Company) can only be approved by senior management, a Vice President or above. Every Associate will protect the Company name by using it only in situations where the Company is satisfied that the conduct of the activity measures up to the Company's Code of Ethics in every respect.
- **Quality and Fairness.** All Associates will pursue quality in every service provided by the Company and will strive to earn the customers' trust by giving full value. Associates will deliver the product promised and what the customer expects. Customers must be treated fairly. Associates should not accept gifts, gratuities or entertainment of an unreasonable value from any company or person that does business with or seeking to do business with the Company. Associates must avoid any situation in which personal interest conflict with those of the Company and take steps against the personal interest influencing the Company's actions.
- **Political Activity.** Active participation in the political life of your community is a critical part of being a good citizen, but political activity by corporations and corporate Associates raises important ethical and legal concerns. Individual Associates are encouraged to support their own parties and candidates, but they must do so on their own time and with their own resources. It is improper for an Associate to use his or her position within in the Company to solicit political contributions from another Associate for the purpose of supporting a political candidate or influencing legislation. It is also improper for an Associate to make a political contribution in the name of Alliance and then seek reimbursement. Associates may make direct contributions of their own money, but such contributions are not reimbursable by Alliance.
- **Selection of Suppliers.** The Company selects suppliers on the basis of the needs of its business. Consequently, only reputable, qualified individuals or firms, under market compensation agreements that are reasonable in relation to the services required, will be selected.
 - i. **Bids.** When determining an outside contractor or vendor, the hiring Manager must obtain the best goods and the most reputable service at a reasonable cost. The Company requires a minimum of three written independent, competitive bids be obtained.
 - ii. **Selection.** No Associate may select a supplier for any reason other than its ability to fulfill the Company's needs. In particular, no Associate may personally accept any goods or services or other forms of compensation or favors for less than market value from an existing or potential Company supplier.
 - iii. **Family Relations.** No Associate may utilize a vendor in which the vendor has a family member working for Alliance without first receiving permission in writing from the VP of Operations, Chief Operating Officer, or Development Partner.
 - iv. **Personal Use of Vendor.** No Associate may utilize an existing or potential Company supplier, consultant, or subcontractor to work on his/her personal residence(s) or those of related persons without the prior approval of the VP of Operations, Chief Operating Officer, or Development Partner.

All our activities are to be conducted in compliance with the letter and spirit of all laws and regulations. You are charged with the responsibility of understanding the applicable law, recognizing potential dangers, and

knowing when to seek legal advice. The Company prohibits any Associate from engaging in any illegal or unethical conduct or asking or instructing another to do so. Further, if a vendor or customer engages in illegal or unethical activity, or asks you to do so, this must also be reported. If you believe someone in this Company (Supervisor or fellow Associate) has asked or instructed you to commit an illegal or unethical act, or if you believe you are being retaliated against for refusing to do so, this must be reported immediately by telephone or in writing, to one of the following persons:

- Your immediate Supervisor or another member of management. All Managers maintain an “Open Door” relationship that encourages direct communication to promptly resolve issues.
- Any member of Alliance’s Human Resources department.

Retaliation against any individual for reporting any violation of this Code of Ethics is strictly prohibited and may result in disciplinary action up to and including termination of employment. You violate this Code of Ethics by failing to report violations of policies or any illegal or potentially illegal activity to those responsible for investigating such reports. You also must cooperate in any Company investigation of violations.

ASSOCIATE CONDUCT

The Company expects high quality work and conduct consistent with Alliance’s standards. The Company wishes to maintain a workplace where all employees are safe and enjoy coming to work while at the same time providing a high level of service to our customers in a competitive and efficient manner. Associates will always be expected to conduct themselves in a professional manner, which is in the best interest of the Company, residents, customers, community, and co-workers. To accomplish this, cooperation is required from everyone, and a set of guidelines regarding employee conduct has been put in place. Engaging in conduct the Company deems inappropriate may result in disciplinary action, up to and including immediate termination.

We will try to work with Associates to correct performance or behavior issues that may develop, but in some cases disciplinary action may be necessary. When discipline is necessary, disciplinary action may take any form of verbal warning, written warning, reassignment, suspension, or immediate termination, depending on the nature of the conduct involved and the Associate’s record or prior performance, behavior problems, safety violation(s), and any other relevant factors.

The Company reserves the right to determine what disciplinary action is appropriate, based on the facts of each case. Not all available forms of discipline are appropriate to each disciplinary situation, and it is not required that we treat each form of discipline as a step in a series to be followed with an Associate before discharge. We do not have a policy of ‘progressive’ discipline. The Company’s use of disciplinary guidelines does not change the at-will relationship, and the Company at all times retains the right to discharge an Associate with or without cause and with or without notice.

The following is a partial list of actions that may result in disciplinary action and, depending on the severity, may be grounds for immediate termination:

- Unsatisfactory performance, such as failure to do assigned work in a satisfactory manner, or failure to cooperate satisfactorily with other Associates;
- Poor quality or quantity of work;
- Unprofessional conduct or interactions with Associates, customers, vendors, residents or the public at large;
- Insubordination, such as failure or refusal to do assigned work or carry out reasonable direction of a supervisor;

- Failure to follow Company policies, work rules and/or procedures;
- Discrimination on any basis prohibited by our Non-Discrimination and Equal Employment Opportunity policy;
- Conduct in violation of the Company's Anti-Harassment policy;
- Participation in any harassing, discriminatory and/or threatening behavior;
- Violations of the Code of Ethics;
- Theft of Company property and/or a resident's property; removal of any Company property, property of a resident or another Associate from the premises without proper authorization;
- Failure to follow established safety regulations or conduct in violation of the Company's Safety policies and practices or failure to follow the rules of conduct necessary to ensure the safety and welfare of the Company, its Associates and the public;
- Failing to promptly report all work-related personal injuries and accidents to your supervisor or a Company official, including damage to Company, personal, or public property, regardless of who is responsible;
- Failing to comply with the applicable Occupational Safety and Health Administration (OSHA) regulations;
- Failing to properly check Company equipment according to prescribed standards or failing to report defective equipment or unsafe conditions of any equipment;
- Taking or threatening adverse action against Associates who exercise rights under Company policies or employment laws;
- Violation of security processes and procedures, including but not limited to, the key policy;
- Using Company property or equipment in a careless or unsafe manner or without proper authorization, including failing to observe warning signs and rules or permitting unauthorized persons to operate or board a Company vehicle or enter Company property;
- Unauthorized possession or use of any Company property;
- Unauthorized use of Company accounts and/or vendors in order to purchase personal items;
- Willful or negligent conduct that results in the destruction of, damage to or loss of any Company property (including computers and other electronic devices), property of a resident or property of another Associate;
- Improper disposal of documents that contain sensitive information;
- Offering or giving bribes or kickbacks;
- Using offensive language that violates the Company's policy against unlawful harassment and other unlawful forms of discrimination or our workplace violence policy;
- Threatening violence or fighting during working hours, on Company premises, during Company sponsored events, or towards associates, even if after hours or off of Company premises;
- Possessing dangerous or deadly weapons or hazardous substances on Company premises or while performing Company duties, except as otherwise authorized by law;
- Unless otherwise protected by state or federal law, leaving a department or the property during a working shift without a supervisor's permission;
- Sleeping during work hours;

- Smoking, including electronic cigarettes or any other substance, in prohibited areas;
- Unauthorized absences, absences that exceed available time off accruals, tardiness, and failure to follow the Company's required work schedule or call-in procedures when absent, unless otherwise protected by law;
- Failure to return to work, on a timely basis, following breaks, lunch breaks, Company meetings, training classes, and/or following a leave of absence;
- Failing to enter all time worked at the start and end of each workday or punch in and out during breaks or lunch periods, failure to record all time worked accurately or recording another Associate's time worked;
- Failing to take mandatory meal periods of at least thirty minutes or other violations of the meal period policy for Non-Exempt Associates;
- Improper accounting or representation of time worked;
- Fighting, threatening, malicious or menacing, intimidation, coercing, threats, or otherwise endangering any Associate, customers, residents, Supervisors, including stalking, bullying, harassment, threatening phone calls, emails, texts or use of social media;
- Engaging in disruptive conduct causing distraction, lack of productivity or other interruptions during working hours or at any time while on Company property or managed property (i.e., excessive personal use of cell phones, watching non-work-related videos or social media posts, listening to music without headphones, unauthorized visitors, including but not limited to, family and friends);
- Not reporting to work after being released by a doctor following an approved leave of absence;
- Failure to cooperate with reasonable work schedule requests;
- Gambling or wagering money or other valuables on the outcome of events (including betting of any kind, betting pools) on Company time and/or premises or during working hours;
- Knowingly falsifying, altering, misrepresenting, or omitting facts on an employment application or other Company records or documents;
- Violation of any rule or regulation contained in any Company document, including the Associate Handbook;
- Possessing, using, selling, purchasing, or distributing of alcohol or illegal drugs, or the misuse of prescription drugs, on Company premises while conducting Company business, or while operating a Company vehicle, or reporting to work under the influence of alcohol, illegal drugs, or legal drugs used in an illegal manner or that may impair the Associate's ability to perform his or her job in a safe and efficient manner;
- Conviction, including a guilty plea, of any crime that renders or that results in an inability to be at the jobsite to perform the job and/or indicates unfitness for the job, or raises a threat to the safety of the Company, our Associates, our property, residents, or customers except as otherwise prohibited by law.

These rules do not constitute an exclusive list of the misconduct for which Associates may be disciplined and/or terminated and do not change any associate's at-will employment relationship with the Company.