

Washington D.C. Dallas/Ft. Worth Orlando Detroit

November 16, 2022

LMI Aerospace Maggie Beckerle 3600 Mueller Rd St. Charles, MO 63301

Ms Beckerle,

Situation Assessment

LMI Aerospace (LMI) has received a petition from International Association of Machinists and Aerospace Workers' Lodge 778 (IAM) seeking to become the exclusive bargaining representative of employees at the Highway 94 and Mueller Road locations in St. Charles, MO.

Objective

- 1. Educate employees of their rights under the National Labor Relations Act and inform them of the consequences of third party interference. As a result, employees can move forward with an educated perspective on unionization.
- 2. Train management team on proven union avoidance tactics and general employee relations best practices.

Intervention(s)

RWP Labor will provide consultant(s) to communicate with and educate employees and assist management on multiple impact points including management training and outreach. It will be important to develop a Push/Pull communication campaign in order to reach the Bargaining Unit during times they are vulnerable.

Payment Terms

We have agreed to the terms of a flat daily rate of \$3,500 per day per consultant plus reasonable expenses. The balance will be invoiced weekly until completion of the project. Invoices will be payable upon receipt. Invoices not paid within 30 days of receipt will be subject to a 3.5% penalty to be assessed per month until payment is received. Reasonable expenses are



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defined as reasonable hotel and transportation costs (air and ground) plus \$70 per diem per consultant for meal allowance.

Independent Contractor

The relationship of RWP to LMI is that of an independent contractor and nothing herein shall be construed as creating an employment, joint employment or agency relationship with Consultant or any of Consultant's employees or subcontractors.

Neither RWP Labor nor its consultants shall be entitled to any benefits afforded to LMI employees including, without limitation, health insurance, worker's compensation, disability insurance, vacation or sick pay.

Consultant shall not be considered an agent of LMI for any purpose whatsoever, nor shall Consultant have the right to, and shall not, commit LMI to any agreement, contract or undertaking. Consultant shall not use LMI name in its promotional material or for any advertising or publicity purposes.

Confidentiality

RWP Labor acknowledges that it and/or its consultants may receive confidential and proprietary information from LMI regardless of whether such information is marked or identified as confidential. Because the unauthorized disclosure of confidential information would result in serious harm to LMI, RWP Labor and/or its consultants must only use confidential information to perform its obligations under this Agreement.

All confidential information remains the exclusive intellectual property of LMI. Upon completion or termination of this Agreement, RWP Labor and/or its consultants shall promptly give LMI all confidential information back to LMI.

Security and Safety

RWP Labor recognizes that LMI may have additional security requirements and will comply with all regulations and certifications.



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Russ Brown

CEO, RWP Labor

Maggie Beckerle

Director Legal