

FEE CONTRACT

New Era, Inc. / Heritage Steel

I, hereby employ Tracy P. Knight, Attorney, with Mitchell, Ross, Rocconi and McMillan, and such of her agents and employees as she may use to represent me in a **Petition to NLRB for union representation election**.

Said attorney shall require an initial Five Thousand Dollar (\$5000) retainer and shall bill at the rate of Three Hundred Dollar (\$300) per hour. Services are billed at a minimum of six (6) minutes per item or a multiple thereof. This billing includes conferences, telephone calls, pre-trial discovery, trial preparation, document drafting, correspondence and pleadings, negotiations, legal research, court time and travel related to this matter.

I understand that I shall also be responsible for paying any court costs or administrative hearing cost that may be incurred, including, but not limited to, filing fees, court reporter fees, subpoena service and out-of-pocket expenses, if not expressly included in this fee agreement.

My attorney will forward billing statements to me of the time spent on my file and fees and costs incurred. I will review such billing statements and pay the same within fifteen (15) days of receipt of the billing statement, unless my attorney elects to discharge the bill by application of my retainer. Any attorney's fees awarded by the court and obtained/recovered in this case by my attorney shall be credited towards my account or, if there is a credit balance, refunded to me.

Any figures quoted to me by my attorney for the total cost of her services are merely estimates. The opposing party, attorney, and/or others may engage in activities beyond my attorney's control that require time not originally contemplated.

I shall pay all costs and expenses incidental to this case, and I authorize my attorney to incur such expenses as he deems necessary.

Should I fail to follow my attorney's instruction or pay my account in full to my attorney within fifteen (15) days of the billing thereof, my attorney is authorized to withdraw as my counsel and to withdraw any unpaid, earned fees owed from my trust account, with the balance of such account to be returned to me at the termination of the attorney/client relationship.

NO TAX ADVICE WHATSOEVER WILL BE PROVIDED TO ME

I have been instructed and acknowledge that this attorney is not an expert in regard to any state and/or federal tax issues. I understand that this attorney shall provide no advice whatsoever regarding any state or federal tax issue and/or implication resulting from the issues to be addressed in the mediation and any agreement to be reached in the same. I agree that I will discuss any and all tax issue and implications with a certified public accountant, or such other licensed expert as I may elect to consult. I will obtain the professional services of the same to address any and all tax issues and questions pertaining to and arising out of the issues to be addressed in the mediation. I agree that I shall consult with such tax experts and address/resolve all tax issues with such experts prior to signing any agreement reached in mediation. My signature of any document memorializing any agreement reached in mediation shall constitute my acknowledgment to this attorney that I have no tax questions and/or issues that have not been previously resolved by an expert in state and federal taxation and that I am in no way relying upon this attorney to protect my interest on any tax issue whatsoever.

I agree to read all documents given to me by my attorney. No guarantees have been made to me by my attorney. This agreement may only be modified in writing, signed by both myself and my attorney.

January 26, 2024

DATE



Signature

Representative of New Era, Inc./ Heritage Steel

Bobby Griggs - Vice President

Title