

FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

For Official Use Only

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This report is mandatory under P.L. 86-257, as amended. Failure to comply may result in criminal prosecution, fines, or civil penalties as provided by 29 U.S.C. 439 or 440. Required of persons, including Labor Relations Consultants and Other Individuals and Organizations, Under Section 203(b) of the Labor-Management Reporting and Disclosure Act of 1959, as amended. (LMRDA)

READ THE INSTRUCTIONS CAREFULLY BEFORE PREPARING THIS REPORT.

1. File Number: C- 00525

429759

Person Filing

2. Name and mailing address (include ZIP Code):

Name

Title

Organization LRI Consulting Services, Inc.

P.O. Box, Bldg., Room No., if any

Street 7850 S Elm Place, Suite E

City Broken Arrow

State Oklahoma

ZIP Code + 4 74011

3. Any other address where records necessary to verify this report are kept:

Name

Title

Organization

P.O. Box, Bldg., Room No., if any

Street

City

State

ZIP Code + 4

4. Date fiscal year ends:

Dec / 31

5. Type of person:

a. ☐ Individual b. ☐ Partnership c. ☒ Corporation d. ☐ Other (Specify):

Nature of Agreement or Arrangement

6. Full name and address of employer with whom made (include ZIP Code):

Name

Organization SMS Holdings Corp

Trade Name, if any

P.O. Box, Bldg., Room No., if any

Street 7135 Charlotte Park, Suite 100

City Nashville

State Tennessee

ZIP Code + 4 37209

7. Date entered into:

2 / 11 / 2010

8. Name of person(s) through whom made:

Name William

Stejskall

Name

Name

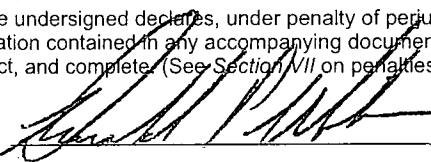
Name

Name

Signatures

Each of the undersigned declares, under penalty of perjury and other applicable penalties of law, that all of the information submitted in this report (including the information contained in any accompanying documents) has been examined by the signatory and is, to the best of the undersigned's knowledge and belief, true, correct, and complete. (See Section VII on penalties in the instructions.)

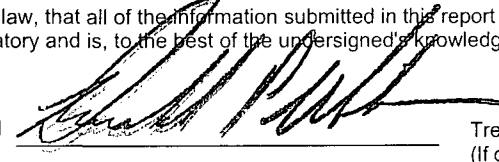
13. Signed



President
(If other title, see
instructions)

Title President

14. Signed



Treasurer
(If other title, see
instructions)

Title Treasurer

On 4/27/2010

Date

918-455-9995

Telephone Number

On 4/27/2010

Date

918-455-9995

Telephone Number

9. Check the appropriate box to indicate whether an object of the activities undertaken, is directly or indirectly:

- a. ☒ To persuade employees to exercise or not to exercise, or persuade employees as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing.
- b. ☐ To supply an employer with information concerning the activities of employees or a labor organization in connection with a labor dispute involving such employer, except information for use solely in conjunction with an administrative or arbitral proceeding or a criminal or civil judicial proceeding.

10. Terms and conditions (Explain in detail; see instructions. Written agreements must be attached.):

Agreement to provide consultation, to give speeches to employees about exercising their right to organize and bargain collectively.

Specific Activities to be Performed

11. For each activity, separately list in detail the information required (See instructions):

a. Nature of activity:

Employed to give speeches to employees regarding their rights to organize and bargain collectively.

11.b. Period during which performed:

various days 2/16-10 thru 3/3/10

11.c. Extent performed:

Fully performed

11.d. Name and address through whom performed:

Name Mike Rosado
Organization M. Rosado Management Consultants, LLC
P.O. Box, Bldg., Room No., if any
Street 96 Linwood Plaza, Suite 103
City Fort Lee
State New Jersey ZIP Code + 4 07024

Additional Name and address through whom performed, if any:

Name
Organization
P.O. Box, Bldg., Room No., if any
Street
City
State ZIP Code + 4

12.a. Identify subject groups of employees:

Janitors

12.b. Identify subject labor organizations:

Food & Commercial Workers

AGREEMENT FOR CONSULTING SERVICES

TO: William Stejskall, III
SMS Holdings Corp
7135 Charlotte Park, Suite 100
Nashville, TN 37209

DATE: February 11, 2010

PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist SMS Holdings Corp in communicating factual and legally accurate information to eligible voters in NLRB-conducted election to enable voters to make fully informed choices in voting.

TIMING:

The project will begin on or about February 16, 2010 and conclude on or about March 3, 2010.

TERMS AND CONDITIONS:

Fees: The fee for this project is \$375 per hour plus \$50/day travel expenses including fuel, tolls & mileage.

Payment Terms: A \$15,000 retainer is required upon acceptance of this proposal with the balance due within 30 days or prior to the date of your election, whichever is first. You agree and acknowledge that failure to pay fees or expenses associated with this project under these terms will result in reassignment of the consultant(s) and a penalty of 2% per month until all outstanding invoices are paid in full.

Expenses: Expenses will be billed as actually incurred and are due on presentation of the invoice. Reasonable business expenses include, but are not limited to, transportation (air, rental car, taxi, etc.), lodging, food, and costs for campaign communication materials.

You further acknowledge that no representation by LRICS or its representatives were relied on by you or any member of your company in entering this agreement, and that this document represents the full understanding of the parties. Your deposit, in the absence of your signature below, indicates your acceptance of this project and the terms and conditions as stated herein.

ACCEPTANCE:

We accept the Agreement and terms described above:

For LRI Consulting Services, Inc.

For SMS Holdings Corp



Phillip B. Wilson
President – General Counsel

DATE: February 11, 2010

Name: William Stejskal, III
Title: Senior Vice President Human Resources

DATE: