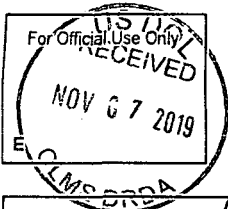


FORM LM-20 AGREEMENT AND ACTIVITIES REPORT



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.

711718

1. File Number: c- 65537

Person Filing

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

Name Martin Dreiss
Title President
Organization NATIONAL LABOR CONSULTANTS
P.O. Box, Bldg., Room No., if any
Street 1726 Carlton Ave
City Staten Island
State NY ZIP Code + 4 10309

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

Name Keith Perrino
Title
Organization NATIONAL LABOR CONSULTANTS
P.O. Box, Bldg., Room No., if any
Street 8 Carlton Court
City Staten Island
State NY ZIP Code + 4 10312

4. Date fiscal year ends:

12/31/2014

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 INTERNATIONAL HARVEST INC
Organization KACESE GRENIER CEO
Trade Name, if any
P.O. Box, Bldg., Room No., if any
Street 606 Franklin Ave
City Mount Vernon
State NY ZIP Code + 4 10550

7. Date entered into:

8/14/14

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

Name Keith Perrino
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

Martin Dreiss

President
(If other title, see
instructions)

Title President

14. Signed

Treasurer
(If other title, see
instructions)

Title Treasurer

On

4/24/15 646-643-7545

Date

Telephone Number

On

Date

Telephone Number

Filer:

File Number C-

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.):

FLAT RATE AS PER ATTACHED AGREEMENT

Specific Activities to be Performed

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

a. Nature of activity:

SEE ATTACHED AGREEMENT

11.b. Period during which performed:

8/2014

11.c. Extent performed:

11.d. Name and address through whom performed:

Name

KEITH PERAINO

Organization

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

Street

8 CARLTON COURT

City

STATEN ISLAND

State

NY

ZIP Code + 4 10312

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:

12.b. Identify subject labor organizations:

LOCAL 223
Amalgamated Industry - Toy



This Agreement (Agreement) is made August 14, 2014, between and among National Labor Consultants, (NLC) and INTERNATIONAL HARVEST, INC. and its all of its facilities, subsidiaries, and any other entity or location as directed by INTERNATIONAL HARVEST, INC. and/or the directors, officers, agents, directors, or representatives of INTERNATIONAL HARVEST, INC. (IH, INC.).

1. The Fee: In compensation for NLC's services, IH INC. agrees to pay NLC a flat rate of \$35,000 (the "Fee"). This fee includes the entire election process up till election day. All photocopying of materials will be provided by IH.
2. Payment Terms: All payments shall be made by IH, INC. within 14 days of IH, INC.'s receipt of an itemized invoice from NLC. IH, INC. also agrees to pay NLC a retainer in the amount of \$17,500. within 2 business days of the execution of this Agreement. In the event timely payment is not made with respect to any amount due pursuant to this Agreement, NLC may, in its sole discretion, charge a seven (7%) percent interest annum on the amount due and owing. NLC shall have a lien upon all monies payable for services and for any costs or disbursements. The second payment of ½ the remaining (\$17500) shall be billed and paid 7 days after the election or withdrawal date. In the even of a company loss, IH, INC shall be entitled to reduce the final payment by \$10,000..
3. The Services: It is understood the services NLC, its Consultants, employees and/or subcontractors shall provide to IH, INC. under this agreement with respect to the Petition filed by the Local 223 include, but are not limited to: consult and advise management and employees regarding strategy, train employees and management in union issues and develop in them an awareness of their roles and responsibilities during representation election campaign, interview and evaluate the current management/supervisory staff to determine the extent to which they may be utilized during the campaign as well as their perception of the issues, conduct an analysis of the current state of affairs and determine relative issues, conduct regular informational meetings with management and employees as determined necessary and appropriate by NLC, evaluate day-to day activities, oversee and provide assistance in union petitions, certification, decertification, de-authorization elections or campaigns and/or other Union related activity, prepare appropriate informational materials, analyze data, review information, prepare reports, interview employees, provide training, prepare and provide consultation, travel as deemed necessary and required in the determination of NLC, determine the need for additional services and support from IH, INC., meet one on one with employees as determined necessary by NLC, provide employee education and materials, and any other service deemed appropriate and necessary as determined by NLC.
4. Termination Right: IH, INC. may terminate this agreement at any time with 10 days written notice to NLC. If that occurs, IH, INC. will pay NLC for services rendered an amount of the Fees prorated to the date of termination (but no less than one-half of the fees).

5. Independent Contractor: NLC is engaged as an independent contractor and therefore none of its employees, agents or independent contractors are or shall be deemed employees of IH, INC. and therefore, they are not entitled to participate in any employee benefits that IH, INC. offer to its employees.
6. Confidentiality: NLC acknowledges that it will not divulge any of IH, INC.'s trade secrets or other confidential information to any unauthorized persons and agrees to exercise care and prudence to prevent any conflict of interest between IH, INC. and other entities. Any intellectual property developed during the term of this Agreement by NLC will be assigned to IH, INC. IH, INC. has had and shall continue to have sole proprietary interest in any and all confidential data or information that it shares with NLC or that NLC learns independently about IH, INC. which IH, INC. deems important, in its sole discretion, competitively sensitive, and not generally known by the public, which has been developed by IH, INC. or its employees or agents, including but not limited to any and all commercial, financial, or technical information, ideas, know-how, trade secrets, policies, reports, business plans, business methods, systems, manuals, agreements, performance statistics, supplier data, operational or administrative plans, personnel information, client and/or customer lists, prospective client lists, any information provided by a client, prospective client, or a party to an agreement with the client, or any other object or document developed for the client's business. All such information shall be confidential.
7. Legal Understanding: It is understood that NLC is not a law firm and its consultants are not attorneys. IH, INC. understands that it will not be provided with legal advice by NLC.
8. Non-Solicitation: NLC agrees not to solicit or employ IH, INC.'s employees for employment at NLC, or any of NLC's related/affiliated companies during the term of this Agreement and for two (2) years following termination of this Agreement. Likewise, IH, INC. agrees not to solicit or employ NLC's employees or Consultants for employment at IH, INC., or any of IH, INC.'s related/affiliated companies during the term of this Agreement and for two (2) years following termination of this Agreement.
9. Non-Disclosure: NLC shall not, without the express written consent of an executive officer of IH, INC. during the term of the Agreement and for two (2) years following the termination/expiration of the Agreement, disclose to any unauthorized third party or use any confidential information of the type set forth in the above section. NLC agrees he/she/it shall not, reproduce or photocopy any such documents or objects that contain, or are derived from, any such confidential information, nor take away any such information.
10. Assignment: Neither this Agreement nor any rights or obligations hereunder are assignable by one party without the express prior written consent of the other; provided, however, that (i) either party may assign this Agreement upon written notice to the other party to any of its affiliates without the consent of the other party if the assigning party requires such affiliate to agree in writing to assume this Agreement and the assigning party remains liable for its obligations hereunder; and (ii) a change of control of either party will not be deemed to be an assignment of this Agreement, provided that if the relevant party is no longer directly bound as a party to this Agreement (e.g. because the change of control is a sale or transfer of NLC or is the result of a transaction pursuant to which the successor, surviving or acquiring entity does not automatically succeed to the

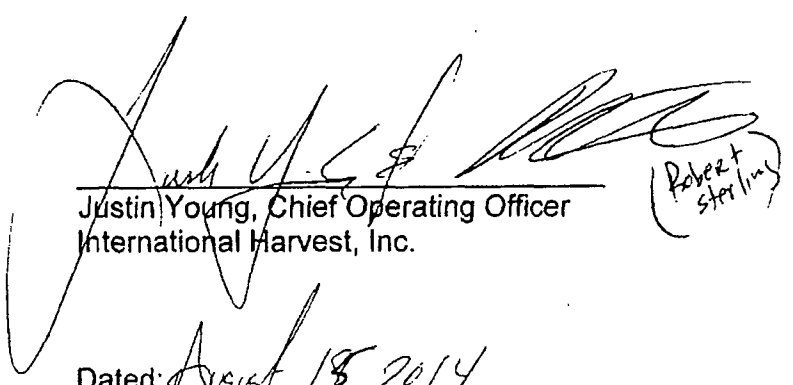
obligations of such Party by operation of law), the successor, surviving or acquiring entity is required to agree in writing to assume this Agreement.

11. Non-Exclusivity: The parties shall have a non-exclusive business relationship.
12. Whole Agreement: This Agreement represents the parties' complete and final agreement and supersedes all informal understandings and oral agreements relating to the subject matter of the Agreement.
13. Duration of the Agreement: This agreement is effective for all services performed by NLC, its Consultants, employees, and subcontractors from August 14, 2014 until it is terminated pursuant to the terms of this agreement.
14. Written Notice: Where the term written notice is used in this Agreement it shall mean:
 - a. For NLC- Written notice shall be sent to **Keith Peraino, 8 Carlton Court, Staten Island, NY 10312**
 - b. For IH, INC. - Written notice shall be sent to Justin Young at 606 Franklin Avenue, Mount Vernon NY 10550.
15. Governing Law/Venue: This agreement is governed by the substantive and procedural law of the State of NY and the parties agree to submit to the exclusive jurisdiction of and venue in, the courts in the State of NY and in any dispute arising out of or relating to this agreement.

AGREED:

Keith Peraino
National Labor Consultants

Dated: _____



Justin Young, Chief Operating Officer
International Harvest, Inc.

Dated: August 18, 2014