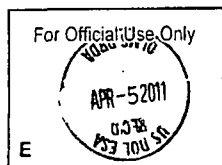


FORM LM-20

AGREEMENT AND ACTIVITIES REPORT

Form approved
Office of Management
and Budget
No. 1215-0188
Expires 09-30-2011



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.

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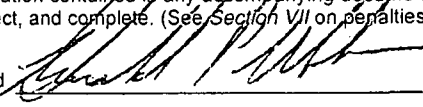
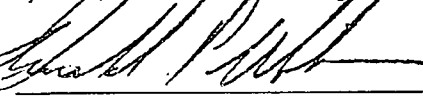
1. File Number: C- 00525

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 South Elm Place, Suite E City Broken Arrow State Oklahoma <input checked="" type="checkbox"/> 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 <input checked="" type="checkbox"/> ZIP Code + 4
4. Date fiscal year ends: Dec <input checked="" type="checkbox"/> / 31	5. Type of person: a. Individual b. Partnership c. <input checked="" type="checkbox"/> Corporation d. Other (Specify):

Nature of Agreement or Arrangement	
6. Full name and address of employer with whom made (include ZIP Code): Name Organization K & L Distributors Trade Name, if any P.O. Box, Bldg., Room No., if any Street 6307 Arctic Spur Road City Anchorage State Alaska <input checked="" type="checkbox"/> ZIP Code + 4 99518	7. Date entered into: 2 / 16 / 2011 8. Name of person(s) through whom made: Name Rick Medlang 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  Title President <input checked="" type="checkbox"/> On 3/28/11 918-455-9995 Date Telephone Number	14. Signed  Title Treasurer <input checked="" type="checkbox"/> On 3/28/11 918-455-9995 Date Telephone Number
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Filer: _____	File Number C- _____
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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.):

see attached

Specific Activities to be Performed	
11. For each activity, separately list in detail the information required (See instructions):	
a. Nature of activity: Engaged to communicate to employees regarding exercising their rights to organize and bargain collectively.	
11.b. Period during which performed: various days beginning 2/19/11	11.c. Extent performed: Fully performed
11.d. Name and address through whom performed: Name Organization Clegg and Associates P.O. Box, Bldg., Room No., if any Street 17583 26 Ave City Surrey BC State <input checked="" type="radio"/> ZIP Code + 4	Additional Name and address through whom performed, if any: Name Organization P.O. Box, Bldg., Room No., if any Street City State <input checked="" type="radio"/> ZIP Code + 4
12.a. Identify subject groups of employees: Merchandisers	12.b. Identify subject labor organizations: Teamsters

AGREEMENT FOR CONSULTING SERVICES

TO: Rick Medlang
K & L Distributors
6307 Arctic Spur Road
Anchorage, AK 99518

DATE: February 16, 2011

PROPOSED INTERVENTION:

LRI Consulting Services, Inc. will provide consulting services to assist K & L Distributors 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 2/19/2011.

TERMS AND CONDITIONS:

Fees: The fee for this project is \$3000 per day of consulting plus travel expenses.

Payment Terms: This fee is due upon the delivery of the consulting services. 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 K & L Distributors



Phillip B. Wilson
President - General Counsel

Name: Rick Medlang
Title: EVP/COO

DATE: February 16, 2011

DATE: February 16, 2011