

NEIGHBORHOOD DEVELOPMENT FUND
Not-for-Profit Transmittal and Approval Form

Applicant/Program: The Spirit of the Drum /Annual Da Ville Classic Drum Line Showcase

Executive Summary of Request:

The Spirit of the Drum programs Annual Da Ville Classic Drum line showcase at the Kentucky Center for the Performing Arts , designed to reconnect Metro Louisville's undeserved urban core communities to the Marching Band traditions and educational opportunities available at Historically Black Colleges and Universities on Friday April 24th 2015.

Is this program/project a fundraiser?

☐ Yes ☒ No

Is this applicant a faith based organization?

☐ Yes ☒ No

Does this application include funding for sub-grantee(s)?

☐ Yes ☒ No

I have reviewed the attached Neighborhood Development Fund Application and have found it complete and within Metro Council guidelines and request approval of funding in the following amount(s). I have read the organization's statement of public purpose to be furthered by the funds requested and I agree that the public purpose is legitimate. I have also completed the disclosure section below, if required.

District #

Council Member Signature

Amount

Date

Primary Sponsor Disclosure

List below any personal or business relationship you, your family or your legislative assistant have with this organization, its volunteers, its employees or members of its board of directors.

Approved by:

Appropriations Committee Chairman

Date

Clerk's Office Only:

Request Amount:

Committee Amended Appropriation:

Original Appropriation:

Council Amended Appropriation:

OFFICE OF METRO COUNCIL CLERK

REVIEWED

DATE 4/20/15 TIME 3:45

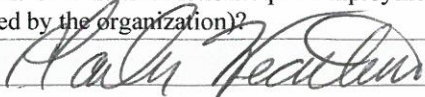
Department/Project:

Additional Signatures

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose.

<u>3</u> District #	<u>Marye Shorley</u> Council Member Signature	<u>1,000⁰⁰</u> Amount	<u>4/2/15</u> Date
<u>6</u> District #	<u>[Signature]</u> Council Member Signature	<u>1,000</u> Amount	<u>4/2/15</u> Date
<u>2</u> District #	<u>Bobbi Shorley</u> Council Member Signature	<u>1,000</u> Amount	<u>4/2/15</u> Date
<u>5</u> District #	<u>Cheri B. Hamlin</u> Council Member Signature	<u>1,000</u> Amount	<u>4-8-15</u> Date
<u> </u> District #	<u> </u> Council Member Signature	<u> </u> Amount	<u> </u> Date
<u> </u> District #	<u> </u> Council Member Signature	<u> </u> Amount	<u> </u> Date
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<u> </u> District #	<u> </u> Council Member Signature	<u> </u> Amount	<u> </u> Date

NDF NON-PROFIT APPLICATION CHECKLIST

Legal Name of Applicant Organization: River City Drum Corp Cultural Art Institute , Inc.		
Program Name: Spirit of the Drum	Request Amount: \$12,000.00	Yes/No/NA
Request form: Is the NDF request form signed by all Council Member(s) appropriating funding?		yes
Request form: Is the funding proposed less than or equal to the request amount?		yes
Request form: Have all known Council or Staff relationships to the Agency been adequately disclosed on the cover sheet?		yes
Application Page 1: Has prior Metro funds committed/granted been disclosed?		yes
Application Page 1: Is the application properly signed and dated by authorized signatory?		yes
Application Page 3: Reimbursement funding – One or two boxes checked if any expenses are incurred before the grant award period. Is all required documentation included?		yes
Application Pages 3 – 5: Is the proposed public purpose of the program well-documented?		yes
Application 4: Is there adequate documentation of how the proceeds of the fundraiser will be spent?		yes
Application Budget Page 6: Does the application budget reflect only the revenue and expenses of the project/program (page 6) if the request is not an operating budget request? Is all detail schedules included for “Metro, Non Metro and Total” expense funds for client assistance, community events & festivals and other expenses? And does the Non-Metro Revenue equal the Non-Metro expenses?		yes
Faith Based Organizations: Is the signed Faith Based Form signed and included?		N/A
Jefferson County Only: Will all funding be spent in Louisville/Jefferson County?		yes
Capital Project(s) request: Is the cost estimate(s) from proposed vendor(s) included?		N/A
Good Standing: Is the entity in good standing with: • Kentucky Secretary of State – include Secretary of State website information on organization • Louisville Metro Government – check OMB monthly report filed in Council Financial Reports • Internal Revenue Service – most recent Form 990 included		yes
Separate Taxing Districts: If Metro funding is for a separate taxing district, is the funding appropriated for a program outside the legal responsibility of that taxing district?		no
Small Cities: Is the resolution included agreeing to partner with Louisville Metro on the capital project? (IRS Determination letter not required, Form 990 not required, but KY SOS acknowledgement is)		no
Operating Requests: Is recommended operating funding less than or equal to 33% of total operating budget?		
IRS Exempt Proof: Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?		yes
Operating Budget: Is the organization’s current fiscal year operating budget included?		yes
Ordinance Required: Is the amount committed by Council members greater than \$5,000 to any one project/program within an organization in this fiscal year.		yes
Board Members: Is the entity’s board member list (with term length/term limits) included?		yes
Staff: Is a list of the highest paid staff included with their expected annual personnel costs?		yes
Annual Audit: Is the most recent annual audit (if required by organization) included?		yes
Rent Requests: Is a copy of signed lease included?		N/A
Articles of Incorporation: Are the Articles of Incorporation of the organization included?		yes
IRS Form W-9: Is the IRS Form W-9 included?		yes
Evaluation Forms: Are the evaluation forms (if program participants are given evaluation forms) included?		
Affirmative Action: Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required by the organization)?		
Prepared by: 		Date: 3/30/2015



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 1 - APPLICANT INFORMATION

Legal Name of Applicant Organization: River City Drum Corp Cultural Arts Institute, Inc.

(as listed on: <http://www.sos.ky.gov/business/records>)

Main Office Street & Mailing Address: 3308 Chauncey Avenue

Website:

Applicant Contact: Edward R White

Title:

Executive Director

Phone: 502 772-7660

Email:

rivercitydrumcor@bellsouth.net

Financial Contact: Edward R. White

Title

: Executive Director

Phone: 503-772-7660

Email: rivercitydrumcor@bellsouth.net

Organization's Representative who attended NDF Training: Edward R. White

GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED Program Facility Kentucky Center for the Performing Arts 501 West Main Street Location(s): Council District(s): 1,2,3,4,5,6,7,23

Zip Code(s): 20211, 40216, 40212, 40214, 40215, 40210,

SECTION 2 - PROGRAM REQUEST & FINANCIAL INFORMATION

PROGRAM/PROJECT NAME: Spirit of the Drum **Total Request:(\$)** 12,000.00 **Total Metro Award**

(this program) in previous year: (\$) -0-

Purpose of Request (check all that apply):

- ☐ Operating Funds (generally cannot exceed 33% of agency's total operating budget)
- ☐ Programming/services/events for direct benefit to community or qualified individuals
- ☐ Capital Project of the organization (equipment, furnishing, building, etc)

The Following are Required Attachments:

- | | |
|--|---|
| <ul style="list-style-type: none"> ☒ IRS Exempt Status Determination Letter ☒ Current Year Projected Budget ☒ List of Board of Directors (include term & term limits) ☒ Current financial statement ☒ Most recent IRS Form 990 or 1120-H ☒ Articles of Incorporation | <ul style="list-style-type: none"> ☒ Signed lease if rent costs are being requested ☒ IRS Form W9 ☐ Evaluation forms if used in the proposed program ☐ Annual audit (if required by organization) ☐ Faith Based Organization Certification Form, if required ☒ Staff including the 3 highest paid staff Cost |
|--|---|

estimates from proposed vendor if request is for capital expense

For the current fiscal year ending June 30, list all funds appropriated and/or received from Louisville Metro Government for this or any other program or expense, including funds received through Metro Federal Grants, from any department or Metro Council Appropriation (Neighborhood Development Funds). Attach additional sheet if necessary.

Source:	External Agency	Amount: (\$)	11,900.00
Source:		Amount: (\$)	
Source:		Amount: (\$)	



Has the applicant contacted the BBB Charity Review for participation? ☒ Yes ☐ No
Has the applicant met the BBB Charity Review Standards? ☐ Yes ☒ No

SECTION 3 – AGENCY DETAILS

The Spirit of the Drum creates programs that are relevant for improving Louisville's quality of life encouraging successful and productive students, and maximizing public and private resources. The future for any society is the development of its youth in areas of leadership, education, family enhancement and career development. The program will begin in September 16, 2014 and ends on June 30, 2015.

Therefore, the creation of program and a place to house it is essential for the positive growth and development of our community's youth during non-school hours. The youth and families must have a place of their own, to support their developmental needs in areas of; safety, youth as resources, high expectations, positive peer influences, youth as community resources, other adult relationships, academic enrichment, enhancement, a dedicated staff, and a network of family support.

The development and implementation of following programs are the keys for improving Louisville's quality of life.

- Dedicated and Skill staffed for managing implementing youth centered programs
- Programs that relevant to the needs of youth and community served
 1. **Chillin'at the House'** youth meeting place,"
 2. **Technology Summit** a computer based literacy, and science program;
 3. **Institute for Youth Services and Careers Institute** a career exploration program;
 4. **Bridging the Gap** is a multi-media production program produced and edited by the
 5. **Community Garden** is an intergenerational service learning project bring youth and senior members of the community together in production of food.
 6. **Spirit of the Drum** an interactive percussion program.
 7. **Parent Support Group** creates avenues for parents to become active participants.
 8. **ArtsReach** is an educational program of the Kentucky Center for the Arts
 9. **Every One Reads** a developmental reading program designed to improve the reading levels of participating students.
 10. **Open Mic Minimizing Acts of Violence through Poetry and Spoken Word**, is a creative writing program
 11. **Piano Studio** piano classes instructing studio in areas composition, sight reading in and spring recitals.
 12. **The Da'Ville Classic** is a multifaceted percussive arts program designed to reconnect Metro Louisville's underserved urban core communities to the Marching Band traditions and educational opportunities available at Historically Black Colleges and Universities.

LOUISVILLE METRO COUNCIL
FUND APPLICATION



NEIGHBORHOOD DEVELOPMENT

SECTION 4 – PROGRAM/PROJECT NARRATIVE

A: Describe the program/project start and end dates, a description of the program/project and applicable data with regards to specific client population the program will address (attach related flyers, planning minutes, designs, event permits, proposals for services/goods, etc.):

The Spirit of the Drum a multifaceted percussive arts program that begins on September 16, 2014 and concludes on June 30, 2015 the program is designed to connect Metro Louisville's underserved urban core communities of Parkland, Russell, Shawnee, Chickasaw, Smoketown. Portland, California, Cane Run Road Corridor, and Midwest States of **Ohio** (3DI-Dayton, A+Arts Academy- Columbus, Saints-Columbus,) Indiana, Boom Squad-Evansville) Illinois-PICK Percussion, Peoria, to the Marching Band traditions and educational opportunities available at Historically Black Colleges and Universities. Kentucky State University-Frankfort, Kentucky, Lincoln University, Jefferson City, Missouri, Miles College, Fairfield, Alabama, University of Arkansas, Pine Bluff. The program will create the following opportunities for families:

31st Annual Circle City Classic Parade-Indianapolis, IN, Saturday, 10 October, 2014, PASIC Arts Society Convention- Indianapolis, IN, Nov 19-22, 2015, ArtsReach Percussion Ensemble Workshop-Professor Don Parker Fayetteville State University January 15-18, 2015, The Power of the Drum Ndugu Chancellor and Marvin Sparks – U of L Feb 2, 2015, 9th Annual Da'Ville Classic Drum Line Showcase Kentucky for the Performing Arts Saturday, 25, April, 2015, Spirit of the Drum Classes at Immaculate Heart of Mary, 3308 Chauncey Avenue, Nativity Academy 531 East Liberty Street, Farnsley Middle School 3400 Lees Lane, Maupin Elementary-School 1312 Catalpa

B: Describe specifically how the funding will be spent including identification of funding to sub grantee(s):

The funds will be used to cover following expenses for the 9th Annual Da'Ville Classic Drum Line Showcase:

The Kentucky Center for the Performing Arts will host the

9 th Annual Da'Ville Classic Drum Line Showcase	9,000.00
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The Red Roof Inn 16@rooms	70.00
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Program Supplies	<u>1,880.00</u>
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Total	\$12,000.00
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LOUISVILLE METRO COUNCIL
FUND APPLICATION



NEIGHBORHOOD DEVELOPMENT

C: If this request is a fundraiser, please detail how the proceeds will be spent:

The event is not a fundraiser.

LOUISVILLE METRO COUNCIL
FUND APPLICATION



NEIGHBORHOOD DEVELOPMENT

D: For Expenditure Reimbursement Only – The grant award period begins with the Metro Council approval date and ends on June 30 of Metro fiscal year in which the grant is approved. If any part of this funding request is for funds to be spent before the grant award period, identify the applicable circumstances:

☐ Effective October 24, 2013, reimbursements should not be made unless an emergency can be demonstrated by the primary council sponsor. The funding request is a reimbursement of the following expenditures (attach invoices or proof of payment):

- ✓ Attach a copy of invoices and/or receipts to provide proof of purchase of activities associated with the work plan identified in this application.
- ✓ Attach a copy of cancelled checks to provide proof of payment of the invoices or receipts associated with the work plan identified in this application.

☒ The funding request is a reimbursement of the following expenditures that will probably be incurred after the application date, but prior to the execution of the grant agreement:

- ✓ If selecting this option, the invoice, receipt and payment documentation should not be available as of the date of this application.

The Grantee will be required to submit financial reporting in accordance with the reporting schedule provided in the grant agreement.



E: Describe the program's benefits to those being served (measurable outcomes). Include the program's process for collecting data and the indicators that will be tracked to measure the benefits to those being served:

Program benefits:

Provides community based afterschool percussion activities. 2 Empowers children with musical training to become successful member so middle and high school bands. 3 Creates scholarships opportunities at Kentucky State University and Miles College. 4. Builds productive community relationships with churches, schools and other youth serving organizations.

The process for collecting data and indicators that will be tracked are:

a. Pretest to establish benchmarks b. Post test to measure program results c. Reports cards and progress report to monitor 2.5 grade point average requirement. Program evaluations from parents and membership

Program Measurable outcomes are:

A, Youth gains new knowledge and increases skills musicals in areas of compositions, sight reading, sticking techniques, rhythm development, audio and video production, performance etiquette, booking and management of performances.

B. Modifications of behaviors, attitudes as students redirect their thinking in areas of academics, personal accountability, and attendance.

F: Briefly describe any existing collaborative relationships the organization has with other community organizations. Describe what those partners are bringing to the relationship in general and to this program/project specifically.

The River City has established collaborative relationships with Jefferson County Public Schools and Louisville Catholic Archdiocese through the development of and implantation of afterschool drumming programs.(Maupin Elementary School, Farnsley Middle School, Jefferson County Public Schools) Nativity Academy (Louisville Catholic Archdiocese) The students are instructed in developmental percussion principals of compositions, sight reading, sticking techniques, rhythm development, performance etiquette, booking and management of performances. The partnerships are feeder programs for middle and high school bands. An additional partnership is with Central, Western, Iroquois High Schools will place team in the 9th Annual Da'Ville Classic Drum Line Showcase.

River City Drum Corp has a church connections with More Than a Conquer, Portland memorial, New Zion, St. Stephen, Elim, and Emanuel. RCDC acts as program service provider by conducting drum workshops and performances for Vacation Bible School, church camps, and other youth related activities. The partnerships has also crated support for the Da'Ville Classic, Journey of the Drum, We Are Thankful in areas of tickets sales and volunteers.



SECTION 5 – PROGRAM/PROJECT BUDGET SUMMARY

River City Drum Corp Cultural Arts Institute, Inc.
Spirit of the Drum
Budget 2014-15

Income

River City Drum Corp	6,000.00
Metro Council	12,000.00
Kentucky Center	6,000.00
Sponsors	6,000.00
Norton Foundation	<u>6,000.00</u>
Total	\$36,000.00

Expenses:

Kentucky Center for Performing Arts	9,000.00
Transportation	8,000.00
Advertising	2,000.00
Meals	3,000.00
Percussion Ensemble	4,000.00
Program Supplies	5,500.00
Lodging	<u>4,500.00</u>
Total	\$36,000.00

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LOUISVILLE METRO COUNCIL
FUND APPLICATION



NEIGHBORHOOD DEVELOPMENT

THE PROGRAM/PROJECT BUDGET SHOULD REALISTICALLY ESTIMATE WHAT AMOUNT IS NEEDED FROM METRO GOVERNMENT AND WHAT IS EXPECTED FROM OTHER SOURCES.

Program/Project Expenses	Column 1	Column 2	Column (1+2)=3
	Proposed Metro Funds	NonMetro Funds	Total Funds
A: Personnel Costs Including Benefits			
B: Rent/Utilities	9,000.00	4100.00	13100.00
C: Office Supplies			
D: Telephone			
E: In-town Travel		8000.00	8000.00
F: Client Assistance (Attach Detailed List)			
G: Professional Service Contracts		7,800.00	7800.00
H: Program Materials	3,000.00	4100.00	7100.00
I: Community Events & Festivals (Attach Detail List)			
J: Machinery & Equipment			
K: Capital Project			
L: Other Expenses (Attach Detail List)			
*TOTAL PROGRAM/PROJECT FUNDS	12,000.00	24,000.00	36,000.00
% of Program Budget	33 %	66 %	100%

List funding sources for total program/project costs in Column 2, Non-Metro Funds:

Other State, Federal or Local Government	
United Way	
Private Contributions (do not include individual donor names)	

LOUISVILLE METRO COUNCIL
FUND APPLICATION



NEIGHBORHOOD DEVELOPMENT

Fees Collected from Program Participants	
Other (please specify)	24,000.00
Total Revenue for Columns 2 Expenses **	

**Total of Column 1 MUST match "Total Request on Page 1, Section 2"*

***Must equal or exceed total in column 2.*

River City Drum Corp Cultural Arts Institute, Inc
Spirit of the Drum
Program Budget 2014-15

Income

River City Drum Corp	6,000.00
Kentucky Center	6,000.00
Sponsors	6,000.00
Norton Foundaton	6,000.00
Total	\$ 24,000.00

LOUISVILLE METRO COUNCIL
FUND APPLICATION



NEIGHBORHOOD DEVELOPMENT

Detail of In-Kind Contributions for this PROGRAM only: Includes Volunteers, Space, Utilities, etc. (Include anything not bought with cash revenues of the agency).

Donor*/Type of Contribution	Value of Contribution	Method of Valuation
Volunteer Staffing	3,400.00	200@17.00
<i>Total Value of In-Kind</i> (to match Program Budget Line Item. Volunteer Contribution & Other In Kind)		

* DONOR INFORMATION REFERS TO WHO MADE THE IN KIND CONTRIBUTION. VOLUNTEERS NEED NOT BE LISTED INDIVIDUALLY, BUT GROUPED TOGETHER ON ONE LINE AS A TOTAL NOTING HOW MANY HOURS PER PERSON PER WEEK

Agency Fiscal Year Start Date:

EW

LOUISVILLE METRO COUNCIL
FUND APPLICATION



NEIGHBORHOOD DEVELOPMENT

Does your Agency anticipate a significant increase or decrease in your budget from the current fiscal year to the budget projected for next fiscal year? NO ☒ YES ☐

If YES, please explain:

SECTION 6 – CERTIFICATIONS & ASSURANCES

**LOUISVILLE METRO COUNCIL
FUND APPLICATION**



NEIGHBORHOOD DEVELOPMENT

By signing Section 7 of the Grant Application, the authorized official signing for the applicant organization certifies and assures to the best of his or her knowledge and/or belief the following Assurances and Certifications. If there is any reason why one or more of the assurances or certifications listed cannot be certified or assured, please explain in writing and attach to this application.

Standard Assurances

1. Applicant understands this application and its attachments as well as any resulting grant agreement, reports and proof of expenditure is subject to Kentucky's open records law.
2. Applicant will establish safeguards to prohibit employees or any person that receives compensation from awarded funds from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. Applicant and any sub grantee will give Louisville Metro Government access to and the right to examine all paper or electronic records related to the awarded grant for up to five years of the grant agreement date.
4. Applicant assures compliance with the grant requirements and will monitor the performance of any third party (sub-grantee).
5. The Agency is in good standing with the Kentucky Secretary of State, Louisville Metro Government, the Jefferson County Revenue Commission, the Internal Revenue Service, and the Louisville Metro Human Relations Commission.
6. Applicant understands failure to provide the services, programs, or projects included in the agreement will result in funds being withheld or requested to be returned if previously disbursed.
7. Applicant understands they must return to Louisville Metro any unexpended funds by July 31 following the Metro Louisville's fiscal year end
8. Applicant understands they must provide proof of all expenditures (canceled checks, receipts, paid invoices). The Applicant understands the failure to provide proof of expenditures as required in the grant agreement could result in funding being withheld or request to be returned if previously disbursed.
9. Applicant understands if this application is approved, the grant agreement will identify an award period that begins with the Metro Council approval date, and will end with June 30 of the fiscal year in which the grant is approved. Expenditures associated with this award expected to occur prior to the award period (approval date) must be disclosed in this application in order to be considered compliant with the grant agreement.
10. Applicant understands if we choose to incur expenditures prior to the approval of the application by the Metro Council, there is no guarantee that funding will be reimbursed, as the Council may choose not to award the application.
11. Applicant understands if the grant agreement is not returned to Louisville Metro within 90 days of its mailing to the applicant, the approval is automatically revoked.

Standard Certifications

1. The Agency certifies it will not use Louisville Metro Government funds for any religious, political or fraternal Activities.
2. The Agency has a written Affirmative Action/Equal Opportunity Policy.
3. The Agency does not discriminate in employment or in provision of any service/program/activity/event based on age, color, disabled status, national origin, race, religion, sex, gender identity or sexual orientation, or Vietnam era veteran status.
4. The Agency certifies it will not require clients, recipients, or beneficiaries to participate in religious, political, fraternal or like activities in order to receive services/benefits provided with Louisville Metro Government funds.
5. The Agency understands the Americans with Disabilities Act (ADA) and makes reasonable accommodations.

Relationship Disclosure: List below any relationship you or any member of your Board of Directors or employees has with any Councilperson, Councilperson's family, Councilperson's staff or any Louisville Metro Government employee.

SECTION 7 – CERTIFICATIONS & ASSURANCES

I certify under the penalty of law the information in this application (including, without limitation, "Certifications and Assurances") is accurate to the best of my knowledge. I am aware my organization will not be eligible for funding if investigation at any time shows falsification. If falsification is shown after funding has been approved, any allocations already received and expended are subject to be repaid. I further certify that I am legally authorized to sign this application for the applying organization and have initialed each page of the application.

Signature of Legal Signatory:	<i>Edward R. White</i>	Date:	<i>2/30/2015</i>
Legal Signatory: (please print):	<i>Edward R. WHITE</i>	Title:	<i>Executive Director</i>

LOUISVILLE METRO COUNCIL
FUND APPLICATION



NEIGHBORHOOD DEVELOPMENT

Phone:		Extension:		Email:	
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Republic Bank & Trust Company

3/30/15

13:12:11

DEMAND - History Inquiry

Current x +

Account Information

ACH Inquiry

Account Number	Short Name	River City Drum C					
Nbr Debits	10	Last Stmt	2/27/15	Available Balance	25,677.88	Current Balance	25,677.88
Nbr Credits	18	Nbr Enclosed	28	Collected Balance	25,677.88	Last Stmt Balance	12,953.98

[Monetary Activity](#) | [Non-Monetary Activity](#) | [Package Post](#) | [Teller Memo](#)

Standard View		Debit/Credit View		Stmt Desc View							
Eff Date	B Src	SubSrc	Batch	Trcd	Description	Check Nbr	Tran Amount	P	Current Bal		
03/23/15	POD		250	0090	CHECK	1348	75.00		24,497.88		
03/24/15	SYS	DD	FLT	0083	BANK FLOAT		.00		24,497.88		
03/25/15	SYS	DD	FLT	0083	BANK FLOAT		.00		24,497.88		
03/25/15	POD		111	0020	DEPOSIT		1,425.00		25,922.88		
03/25/15	POD		111	0020	DEPOSIT		64.00		25,986.88		
03/26/15	SYS	DD	FLT	0083	BANK FLOAT		.00		25,986.88		
03/27/15	POD		250	0090	CHECK	1331	309.00		25,677.88		

Select

Image



759-06-01-00 55106 0 C 001 30 50 003
RIVER CITY DRUM CORP CULTURAL ARTS
INSTITUTE INC
3308 CHAUNCEY AVE
LOUISVILLE KY 40211-1863

Your consolidated statement

For 02/27/2015

Contact us



BBT.com



(800) BANK-BBT or
(800) 226-5228

BB&T wants to help your business grow! We are currently offering installment loan specials on owner occupied commercial property. Take advantage of great rates and terms, no fees, and depending on loan size, we'll cover up to \$3,500 of closing costs. We can help you purchase a new facility, or save you money by refinancing - at no cost to you - a current loan with another institution secured by your owner occupied real estate.

Speak with a representative at your local BB&T financial center to learn more.

Loans and lines of credit are subject to credit approval. Rates are not available for refinancing of existing BB&T loans.
Other rates available. Loans offered through Branch Banking and Trust Company, Member FDIC and Equal Housing Lender

Summary of your accounts

ACCOUNT NAME	ACCOUNT NUMBER	BALANCE(\$)	DETAILS ON
BUSINESS MONEY RATE SAVINGS	[REDACTED]	14,019.50	page 1
COMMUNITY CHECKING	[REDACTED]	1,331.57	page 2
Total checking and money market savings accounts		\$15,351.07	



Checking and money market savings accounts

■ BUSINESS MONEY RATE SAVINGS 0005182807704

Account summary

Your previous balance as of 01/31/2015	\$14,019.18
Checks	- 0.00
Other withdrawals, debits and service charges	- 0.00
Deposits, credits and interest	+ 0.32
Your new balance as of 02/27/2015	= \$14,019.50

Interest summary

Interest paid this statement period	\$0.32
2015 interest paid year-to-date	\$0.68
Interest rate	0.03%
Annual percentage yield (APY) earned	0.03%

Deposits, credits and interest

DATE	DESCRIPTION	AMOUNT(\$)
02/27	EFFECTIVE DATE 2-28-15 INTEREST PAYMENT	0.32
Total deposits, credits and interest		= \$0.32



Questions, comments or errors?

Member FDIC

For general questions/comments or to report errors about your statement or account, please call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228) 24 hours a day, 7 days a week. BB&T Phone24 Client Service Associates are available to assist you from 6 a.m. until midnight ET. You may also contact your local BB&T financial center. To locate a BB&T financial center in your area, please visit BBT.com.

Electronic fund transfers

In case of errors or questions about your electronic fund transfers, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, contact us as soon as possible. You may write to us at the following address:

BB&T Liability Risk Management
P.O. Box 996
Wilson, NC 27894-0996

You may also call BB&T Phone24 at 1-800-BANK BBT or visit your local BB&T financial center. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

We will investigate your complaint/concern and promptly take corrective action. If we take more than ten (10) business days to complete our investigation, your account will be credited for the amount you think is in error, minus a maximum of \$50 if we have a reasonable basis to believe that an unauthorized electronic fund transfer has occurred. This will provide you with access to your funds during the time it takes us to complete our investigation. You may have no liability for unauthorized Check Card purchases, subject to the terms and conditions in the current BB&T Electronic Fund Transfer Agreement and Disclosures. If you have arranged for direct deposit(s) to your account, please call BB&T Phone24 at 1-800-BANK BBT to verify that a deposit has been made.

If your periodic statement shows transfers that you did not make, tell us at once. If you do not inform us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days. This will occur if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason kept you from informing us, we will extend the time periods.

Important information about your Constant Credit Account

Once advances are made from your Constant Credit Account, an **INTEREST CHARGE**

will automatically be imposed on the account's outstanding "Average daily balance." The **INTEREST CHARGE** is calculated by applying the "Daily periodic rate" to the "Average daily balance" of your account (including current transactions) and multiplying this figure by the number of days in the billing cycle. To get the "Average daily balance," we take the beginning account balance each day, add any new advances or debits, and subtract any payments or credits and the last unpaid **INTEREST CHARGE**. This gives us the daily balance. Then we add all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average daily balance."

Billing rights summary

In case of errors or questions about your Constant Credit statement

If you think your statement is incorrect, or if you need more information about a Constant Credit transaction on your statement, please call 1-800-BANK BBT or visit your local BB&T financial center. To dispute a payment, please write to us on a separate sheet of paper at the following address:

BankCard Services Division
P.O. Box 200
Wilson, NC 27894-0200

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. In your letter, please provide the following information:

- Your name and account number
- Describe the error or transfer you are unsure about, and explain in detail why you believe this is an error or why you need more information
- The dollar amount of the suspected error

During our investigation process, you are not responsible for paying any amount in question; you are, however, obligated to pay the items on your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Mail-in deposits

If you wish to mail a deposit, please send a deposit ticket and check to your local BB&T financial center. Visit BBT.com to locate the BB&T financial center closest to you. Please do not send cash.

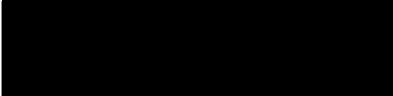
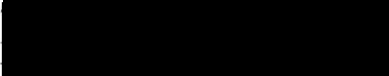
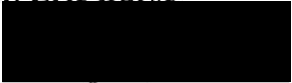
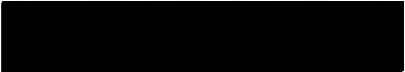
Change of address

If you need to change your address, please visit your local BB&T financial center or call BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).

How to Reconcile Your Account		Outstanding Checks and Other Debits (Section A)			
		Date/Check #	Amount	Date/Check #	Amount
1. List the new balance of your account from your latest statement here:					
2. Record any outstanding debits (checks, check card purchases, ATM withdrawals, electronic transactions, etc.) in section A. Record the transaction date, the check number or type of debit and the debit amount. Add up all of the debits, and enter the sum here:					
3. Subtract the amount in line 2 above from the amount in line 1 above and enter the total here:					
4. Record any outstanding credits in section B. Record the transaction date, credit type and the credit amount. Add up all of the credits and enter the sum here:					
5. Add the amount in line 4 to the amount in line 3 to find your balance. Enter the sum here. This amount should match the balance in your register.					
For more information, please contact your local BB&T relationship manager, visit BBT.com, or contact BB&T Phone24 at 1-800-BANK BBT (1-800-226-5228).					

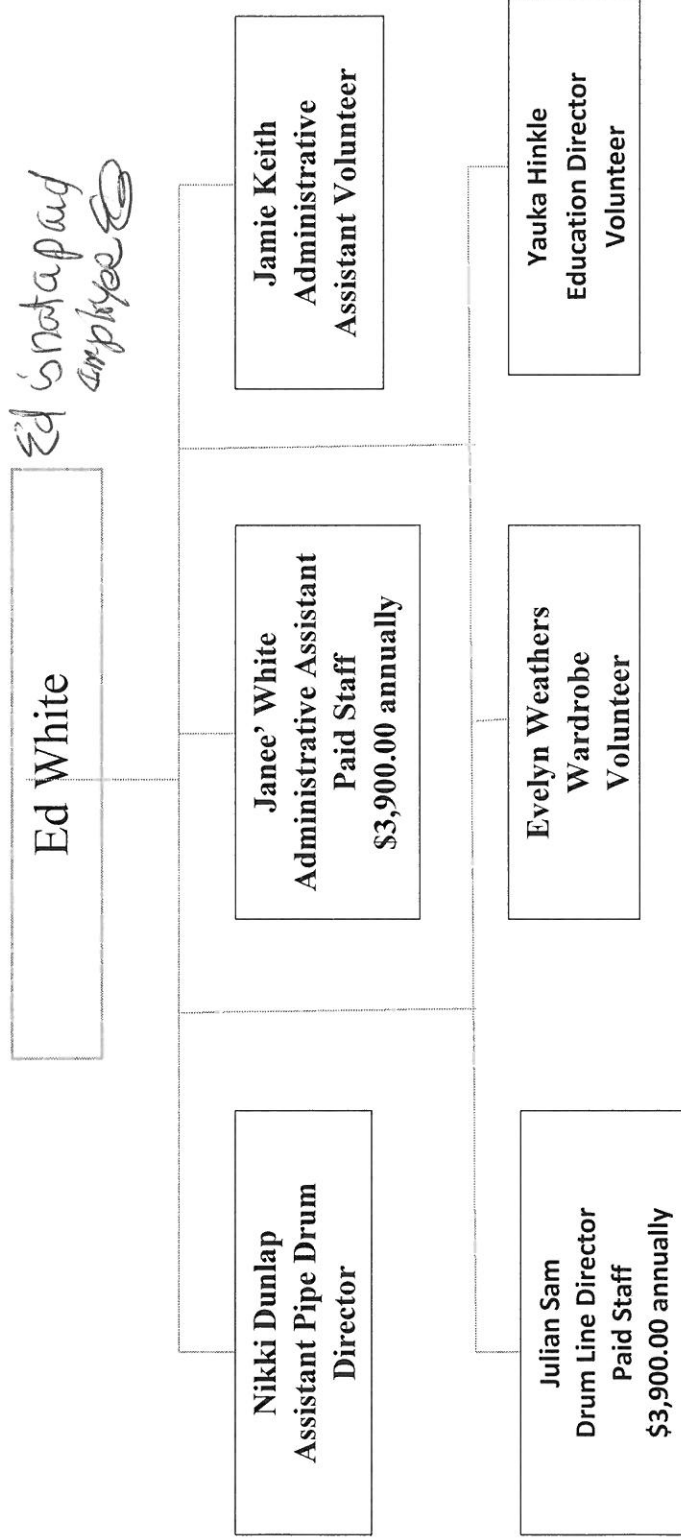
Outstanding Deposits and Other Credits (Section B)			
Date/Type	Amount	Date/Type	Amount

**River City Drum Corp Cultural Arts Institute, Inc
Executive Board of Directors
2014-15**

- | | |
|--|------------------------------------|
| 1.) Albert Shumake, IV – Chair
 | Term 1/13/ 2013 - 1 /1/2016 |
| 2.) Gola Busby Vice Chair
 | Term 1/14/2014 - 1/14/2017 |
| 3.) Tonda Weaver – Secretary
Jefferson County Public Schools
 | Term 1/1/2015 - 1/1/2018 |
| 4.) Lynn Rippy, Executive Director
Youth Build Louisville
 | Term 1/1/2014 - 1/1/117 |
| 5.) Brandy Shumake
 | Term 1/1 2014 - 1/1/2017 |
| 6.) Eric Burse
 | Term 1/1/2015 - 1/1/2018 |
| 7.) Reverend Steven Smith
Portland Memorial Baptist Church
 | Term 1/1/ 2014 -1/1/2017 |
| 8.) Ray Barker
 | Term 1/1/2013 - 1/1/2016 |
| 9 Jeffrey Gardner, VP
A.D. Porter Funeral Home
 | Term 1/1/2015 - 1/1/2018 |

River City Drum Corp Cultural Arts Institute, Inc.

Staffing Chart



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 22 2007**

Employer Identification Number:

[REDACTED]

17053090741047

RIVER CITY DRUM CORP CULTURAL ARTS
INSTITUTE
4621 HILLSIDE DR
LOUISVILLE, KY 40216-2652

Contact Person:

JOSEPH R KENNEDY

ID# 31647

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated AUGUST 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

River City Drum Corp Cultural Arts Institute, Inc
Spirit of the Drum
Budget 2014-15

Revenues

Jefferson County Public Schools	18000.00
Midwest Percussion Association	20000.00
Norton Foundation	26000.00
Metro Louisville	11600.00
River City Parent Support Group	17000.00
Program Service Fees	17000.00
25th Year Gala	10000.00

Total	\$119,600.00
--------------	---------------------

Expenses

Program Director	40,000.00
Program Staff	13,000.00
Artist In Residence	13,000.00
Program Space	8,000.00
Program Supplies	10,000.00
Transportation	2,000.00
Computers & Software	8,000.00
Uniforms	6,300.00
Field Trips	7,600.00
Drums Bells, Sticks	7,000.00
Trainings	4,700.00
Total	119,600.00

Return of Organization Exempt From Income Tax

OMB No. 1545-0047

2013

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- ▶ Do not enter Social Security numbers on this form as it may be made public.
▶ Information about Form 990 and its instructions is at www.irs.gov/form990.

A For the 2013 calendar year, or tax year beginning _____, and ending _____

B Check if applicable:
☐ Address change
☐ Name change
☐ Initial return
☐ Terminated
☐ Amended return
☐ Application pending

C Name of organization **RIVER CITY DRUM CORP CULTURAL ARTS INSTITU**
 Doing Business As _____
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
3308 CHAUNCEY AVENUE
 City or town State ZIP code
LOUISVILLE KY 40211
 Foreign country name Foreign province/state/county Foreign postal code

D Employer identification number _____

E Telephone number _____

G Gross receipts \$ **113,238**

F Name and address of principal officer:
EDWARD WHITE 3308 CHAUNCEY AVE, LOUISVILLE, KY 40211

H(a) Is this a group return for subordinates? ☐ Yes ☒ No
H(b) Are all subordinates included? ☐ Yes ☐ No
 If "No," attach a list. (see instructions)

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) () ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ **N/A**

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: **2002** **M** State of legal domicile: **KY**

H(c) Group exemption number ▶

Part I Summary

Activities & Governance	1	Briefly describe the organization's mission or most significant activities: TO PROVIDE CULTURALLY ENRICHING EXPERIENCES, TUTORING AND MENTORING SERVICES TO INNER CITY YOUTH.		
	2	Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3	Number of voting members of the governing body (Part VI, line 1a)	3	7
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	5
	5	Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5	3
	6	Total number of volunteers (estimate if necessary)	6	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, line 34	7b	0	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)	61,134	65,209
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	9,199	48,029
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0	0
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	70,333	113,238
	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	1,125
Expenses	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	0	1,703
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	75,321	115,056
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	75,321	117,884
	19	Revenue less expenses. Subtract line 18 from line 12	-4,988	-4,646
	Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year
21		Total liabilities (Part X, line 26)	47,710	42,710
22		Net assets or fund balances. Subtract line 21 from line 20	20,955	20,601
			26,755	22,109

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer **EDWARD WHITE** Date _____
 Type or print name and title **EXECUTIVE DIRECTOR**

Paid Preparer Use Only

Print/Type preparer's name **Charles Alexander III** Preparer's signature **Charles Alexander III** Date **5/13/2014** Check ☒ if self-employed PTIN **[REDACTED]**

Firm's name ▶ **Charles Alexander III, CPA** Firm's EIN **[REDACTED]**

Firm's address ▶ **930 E Broadway, Louisville, KY 40204** Phone no. **(502)584-2375**

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2013)

Part III**Statement of Program Service Accomplishments**Check if Schedule O contains a response or note to any line in this Part III ☐

- 1 Briefly describe the organization's mission:
TO PROVIDE CULTURALLY ENRICHING EXPERIENCES TO AT RISK INNER-CITY YOUTH.
-
- 2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No
 If "Yes," describe these new services on Schedule O.
- 3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No
 If "Yes," describe these changes on Schedule O.
- 4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 117,884 including grants of \$) (Revenue \$ 113,238)
HELPED TO BUILD YOUTHS' SELF-ESTEEM WHILE EXPOSING THEM TO VARIOUS CULTURALLY ENRICHING EXPERIENCES IN WHICH THE YOUTH PARTICIPATED.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services. (Describe in Schedule O.)
 (Expenses \$ 0 including grants of \$ 0) (Revenue \$ 0)

4e Total program service expenses 117,884

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If "Yes," complete Schedule A	1	X
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?	2	X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If "Yes," complete Schedule C, Part III	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If "Yes," complete Schedule D, Part I	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If "Yes," complete Schedule D, Part II	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If "Yes," complete Schedule D, Part III	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If "Yes," complete Schedule D, Part IV	9	X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If "Yes," complete Schedule D, Part V	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? If "Yes," complete Schedule D, Part VI	11a	X
b Did the organization report an amount for investments—other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VII	11b	X
c Did the organization report an amount for investments—program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part VIII	11c	X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If "Yes," complete Schedule D, Part IX	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? If "Yes," complete Schedule D, Part X	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If "Yes," complete Schedule D, Part X	11f	X
12a Did the organization obtain separate, independent audited financial statements for the tax year? If "Yes," complete Schedule D, Parts XI and XII	12a	X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional	12b	X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	13	X
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If "Yes," complete Schedule F, Parts I and IV	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If "Yes," complete Schedule F, Parts II and IV	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If "Yes," complete Schedule F, Parts III and IV	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If "Yes," complete Schedule G, Part I (see instructions)	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? If "Yes," complete Schedule G, Part II	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If "Yes," complete Schedule G, Part III	19	X
20a Did the organization operate one or more hospital facilities? If "Yes," complete Schedule H	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II.</i>		X
22 Did the organization report more than \$5,000 of grants or other assistance to individuals in the United States on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III.</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J.</i>		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a.</i>		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		X
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		X
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		X
25a Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I.</i>		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I.</i>		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If so, complete Schedule L, Part II.		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III.</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV.</i>		X
b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV.</i>		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV.</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M.</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M.</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I.</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II.</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I.</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1.</i>		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2.</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2.</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI.</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.	X	

Part V Statements Regarding Other IRS Filings and Tax ComplianceCheck if Schedule O contains a response or note to any line in this Part V. ☐

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.	1a	4
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.	1b	
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c	X
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return.	2a	3
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. (see instructions)	2b	X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a	X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O.	3b	
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a	X
b	If "Yes," enter the name of the foreign country: ☐ See instructions for filing requirements for FinCen Form 114, Report of Foreign Bank and Financial Accounts (FBAR)		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a	X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b	X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c	
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a	X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b	
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a	X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b	
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c	X
d	If "Yes," indicate the number of Forms 8282 filed during the year.	7d	
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e	X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f	X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g	
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h	
8	Sponsoring organizations maintaining donor advised funds and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?	8	
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the organization make any taxable distributions under section 4966?	9a	
b	Did the organization make a distribution to a donor, donor advisor, or related person?	9b	
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12.	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities.	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders.	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year.	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans.	13b	
c	Enter the amount of reserves on hand.	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O.	14b	

Part VI

Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI. ☐

Section A. Governing Body and Management

		Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.		
1b	Enter the number of voting members included in line 1a, above, who are independent		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	X	
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?	X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	X	
7b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	X	
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

	Yes	No
10a		X
b		
10b		
11a	X	
b		
11a	X	
12a		X
b		X
12b		X
c		X
12c		X
13		X
14		X
15		
a	X	
15a	X	
b		X
15b		X
16a		X
b		
16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ►

18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
☐ Own website ☐ Another's website ☒ Upon request ☐ Other (explain in Schedule O)

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: ► EDWARD WHITE (502)772-7660
 3308 CHAUNCEY AVE., LOUISVILLE, KY 40211

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent ContractorsCheck if Schedule O contains a response or note to any line in this Part VII ☐**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees****1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☒ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) EDWARD WHITE EXECUTIVE DIRECTOR	40.00 0.00	X			X					
(2) CYNTHIA FLETCHER V/P	5.00 0.00	X		X						
(3) ALBERT SHUMAKE SECRETARY	2.00 0.00	X		X						
(4) BOBBY SHUMAKE DIRECTOR	2.00 0.00	X								
(5) GOLA WHITE DIRECTOR	2.00 0.00	X								
(6) AKILAHMANH LCARL DIRECTOR	2.00 0.00	X								
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Sub-total								0	0	0
c Total from continuation sheets to Part VII, Section A								0	0	0
d Total (add lines 1b and 1c)								0	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization 0

- 3** Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual. 3
- 4** For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual. 4
- 5** Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person. 5

	Yes	No
3		X
4		X
5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
		0
		0
		0
		0
		0

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization 0

Part VIII Statement of RevenueCheck if Schedule O contains a response or note to any line in this Part VIII. ☐

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514		
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a 0					
	b	Membership dues	1b 12,070					
	c	Fundraising events	1c 11,682					
	d	Related organizations	1d 0					
	e	Government grants (contributions)	1e 11,457					
	f	All other contributions, gifts, grants, and similar amounts not included above	1f 30,000					
	g	Noncash contributions included in lines 1a-1f: \$	0					
	h	Total. Add lines 1a-1f	65,209					
	Program Service Revenue	2a PROGRAM SERVICES - PERFORMANCES		Business Code 813000	48,029	48,029		
b				0				
c				0				
d				0				
e				0				
f		All other program service revenue		0				
g		Total. Add lines 2a-2f		48,029				
Other Revenue		3	Investment income (including dividends, interest, and other similar amounts)		0			
	4	Income from investment of tax-exempt bond proceeds		0				
	5	Royalties		0				
	6a	Gross rents	(i) Real	(ii) Personal				
		b	Less: rental expenses					
		c	Rental income or (loss)	0	0			
		d	Net rental income or (loss)			0		
	7a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
		b	Less: cost or other basis and sales expenses	0	0			
		c	Gain or (loss)	0	0			
		d	Net gain or (loss)			0		
	8a	Gross income from fundraising events (not including \$ 0 of contributions reported on line 1c). See Part IV, line 18	a	0				
		b	Less: direct expenses	b	0			
		c	Net income or (loss) from fundraising events			0		
		9a	Gross income from gaming activities. See Part IV, line 19	a	0			
			b	Less: direct expenses	b	0		
			c	Net income or (loss) from gaming activities			0	
	10a	Gross sales of inventory, less returns and allowances	a	0				
		b	Less: cost of goods sold	b	0			
		c	Net income or (loss) from sales of inventory			0		
Miscellaneous Revenue		Business Code						
11a			0					
b			0					
c			0					
d	All other revenue		0					
e	Total. Add lines 11a-11d		0					
12	Total revenue. See instructions		113,238	48,029	0	0		

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX. ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.		(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to governments and organizations in the United States. See Part IV, line 21	0			
2	Grants and other assistance to individuals in the United States. See Part IV, line 22	0			
3	Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16	0			
4	Benefits paid to or for members	1,125	1,125		
5	Compensation of current officers, directors, trustees, and key employees	0			
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0			
7	Other salaries and wages	1,560	1,560		
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0			
9	Other employee benefits	0			
10	Payroll taxes	143	143		
11	Fees for services (non-employees):				
a	Management	0			
b	Legal	0			
c	Accounting	0			
d	Lobbying	0			
e	Professional fundraising services. See Part IV, line 17	0			
f	Investment management fees	0			
g	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	0			
12	Advertising and promotion	0			
13	Office expenses	2,101	2,101		
14	Information technology	0			
15	Royalties	0			
16	Occupancy	28,000	28,000		
17	Travel	36,517	36,517		
18	Payments of travel or entertainment expenses for any federal, state, or local public officials	0			
19	Conferences, conventions, and meetings	0			
20	Interest	0			
21	Payments to affiliates	0			
22	Depreciation, depletion, and amortization	0	0	0	0
23	Insurance	4,922	4,922		
24	Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	SUPPLIES AND EQUIPMENT	30,564	30,564		
b	CONTRACT LABOR	7,775	7,775		
c	BANK CHARGES	445	445		
d	EDUCATIONAL	4,732	4,732		
e	All other expenses	0			
25	Total functional expenses. Add lines 1 through 24e.	117,884	117,884	0	0
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720).				

Part X Balance SheetCheck if Schedule O contains a response or note to any line in this Part X. ☐

		(A) Beginning of year		(B) End of year	
Assets	1	Cash—non-interest-bearing	8,500	1	3,500
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	0
	4	Accounts receivable, net		4	0
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable, net		7	0
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	39,210		
	b	Less: accumulated depreciation	0	10c	39,210
	11	Investments—publicly traded securities		11	0
	12	Investments—other securities. See Part IV, line 11		12	0
	13	Investments—program-related. See Part IV, line 11		13	0
	14	Intangible assets		14	0
	15	Other assets. See Part IV, line 11		15	0
16	Total assets. Add lines 1 through 15 (must equal line 34)	47,710	16	42,710	
Liabilities	17	Accounts payable and accrued expenses	20,950	17	20,601
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	0
	24	Unsecured notes and loans payable to unrelated third parties		24	0
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	0
	26	Total liabilities. Add lines 17 through 25	20,950	26	20,601
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here ☒ and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	26,760	27	22,109
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here ☐ and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
	33	Total net assets or fund balances	26,760	33	22,109
34	Total liabilities and net assets/fund balances	47,710	34	42,710	

Part XI Reconciliation of Net AssetsCheck if Schedule O contains a response or note to any line in this Part XI. ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	113,238
2	Total expenses (must equal Part IX, column (A), line 25)	2	117,884
3	Revenue less expenses. Subtract line 2 from line 1	3	-4,646
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	26,755
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	22,109

Part XII Financial Statements and ReportingCheck if Schedule O contains a response or note to any line in this Part XII. ☐

	Yes	No
1 Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
2a Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2a	X
b Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis	2b	X
c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.	2c	
3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	X
b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b	

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2013

**Open to Public
Inspection**

Department of the Treasury
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.

Employer identification number

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E.)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 9 ☐ An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 10 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
- a ☐ Type I b ☐ Type II c ☐ Type III—Functionally integrated d ☐ Type III—Non-functionally integrated
- e ☐ By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**.
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box ☐
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?

- (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?
- (ii) A family member of a person described in (i) above?
- (iii) A 35% controlled entity of a person described in (i) or (ii) above?

	Yes	No
11g(i)		
11g(ii)		
11g(iii)		

h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
Total									0

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and (b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	125,531	96,913	120,061	70,336	113,238	526,076
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0
4 Total. Add lines 1 through 3	125,531	96,913	120,061	70,336	113,238	526,076
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						526,076

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
7 Amounts from line 4	125,531	96,913	120,061	70,336	113,238	526,076
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						0
11 Total support. Add lines 7 through 10						526,076
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here ▶ ☐						

Section C. Computation of Public Support Percentage

14 Public support percentage for 2013 (line 6, column (f) divided by line 11, column (f))	14	100.00%
15 Public support percentage from 2012 Schedule A, Part II, line 14	15	100.00%
16a 33 1/3% support test—2013. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ ☒		
b 33 1/3% support test—2012. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization ▶ ☐		
17a 10%-facts-and-circumstances test—2013. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐		
b 10%-facts-and-circumstances test—2012. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization ▶ ☐		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ▶ ☐		

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II.
If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge						0
6 Total. Add lines 1 through 5	0	0	0		0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						0
c Add lines 7a and 7b	0	0	0		0	0
8 Public support (Subtract line 7c from line 6.)						0

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
9 Amounts from line 6	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						0
c Add lines 10a and 10b	0	0	0		0	0
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						0
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.)						0
13 Total support. (Add lines 9, 10c, 11, and 12.)	0	0	0	0	0	0
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						☐

Section C. Computation of Public Support Percentage

15 Public support percentage for 2013 (line 8, column (f) divided by line 13, column (f))	15	0.00%
16 Public support percentage from 2012 Schedule A, Part III, line 15	16	0.00%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2013 (line 10c, column (f) divided by line 13, column (f))	17	0.00%
18 Investment income percentage from 2012 Schedule A, Part III, line 17	18	0.00%

- 19a **33 1/3% support tests—2013.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3% and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐
- b **33 1/3% support tests—2012.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ☐
- 20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

- ▶ Complete if the organization answered "Yes," to Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.

▶ Information about Schedule D (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2013

Open to Public Inspection

Name of the organization

RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.

Employer's identification number

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" to Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate contributions to (during year)		
3 Aggregate grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		☐ Yes ☐ No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered "Yes" to Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education)	☐ Preservation of an historically important land area
☐ Protection of natural habitat	☐ Preservation of a certified historic structure
☐ Preservation of open space	

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Report at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 8/17/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" to Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenues included in Form 990, Part VIII, line 1 ▶ \$ _____

(ii) Assets included in Form 990, Part X ▶ \$ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenues included in Form 990, Part VIII, line 1 ▶ \$ _____

b Assets included in Form 990, Part X ▶ \$ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)

- 3** Using the organization's acquisition, accession, and other records, check any of the following that are a significant part of the organization's collection items (check all that apply):
- a** ☐ Public exhibition **d** ☐ Loan or exchange programs
- b** ☐ Scholarly research **e** ☐ Other _____
- c** ☐ Preservation for future generations
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part III.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements.

Complete if the organization answered "Yes" to Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|--|--------|
| c Beginning balance | 1c 0 |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f 0 |
- 2a** Did the organization include an amount on Form 990, Part X, line 21? ☐ Yes ☐ No
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in Part XIII. ☐

Part V Endowment Funds.

Complete if the organization answered "Yes" to Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	0	0	0	0	0
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance	0	0	0	0	0

- 2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment _____ %
- b** Permanent endowment _____ %
- c** Temporarily restricted endowment _____ %

The percentages in lines 2a, 2b, and 2c should equal 100%.

- 3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i) unrelated organizations _____
- (ii) related organizations _____

- b** If "Yes" to 3a(ii), are the related organizations listed as required on Schedule R? ☐

- 4** Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" to Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land	0	0		0
b Buildings	0	0	0	0
c Leasehold improvements	0	0	0	0
d Equipment	39,210	0	0	39,210
e Other	0	0	0	0
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10(c).)				39,210

Part I

Investments—Other Securities.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11b. See instructions.

Column 1: Description of security or category (including name of security)

Column 2: (b) Book value

Column 3: (c) Method of valuation (cost or other)

(1) Financial derivatives	0	
(2) Other equity interests	0	
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. 1 must equal Form 990, Part X, col. (B) line 12.)	0	

Part II

Investments—Program Related.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11c. See instructions.

Column 1: (a) Description of investment

Column 2: (b) Book value

Column 3: (c) Method of valuation (cost or other)

(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. 1 must equal Form 990, Part X, col. (B) line 13.)	0	

Part III

Other Assets.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11d. See instructions.

Column 1: (a) Description

Column 2: (b) Book value

(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. 1 must equal Form 990, Part X, col. (B) line 15.)	0	

Part IV

Other Liabilities.
Complete if the organization answered "Yes" to Form 990, Part IV, line 11e or 11f. See instructions.

Column 1: (a) Description of liability

Column 2: (b) Book value

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue on Form 990
Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

- 1 Total revenue, gains, and other support per audited financial statements
- 2 Amount included on line 1 but not on Form 990, Part VIII, line 12:
- a Net unrealized gains on investments 2a
- b Donated services and use of facilities 2b
- c Recoveries of prior year grants 2c
- d Other (Describe in Part XIII.) 2d
- e Add lines 2a through 2d
- 3 Subtract line 2e from line 1
- 4 Amounts included on Form 990, Part VIII, line 12, but not on line 1:
- a Investment expenses not included on Form 990, Part VIII, line 7b 4a
- b Other (Describe in Part XIII.) 4b
- c Add lines 4a and 4b
- 5 Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses on Form 990
Complete if the organization answered "Yes" to Form 990, Part IV, line 12a.

- 1 Total expenses and losses per audited financial statements
- 2 Amount included on line 1 but not on Form 990, Part IX, line 25:
- a Donated services and use of facilities 2a
- b Prior year adjustments 2b
- c Other losses 2c
- d Other (Describe in Part XIII.) 2d
- e Add lines 2a through 2d
- 3 Subtract line 2e from line 1
- 4 Amounts included on Form 990, Part IX, line 25, but not on line 1:
- a Investment expenses not included on Form 990, Part VIII, line 7b 4a
- b Other (Describe in Part XIII.) 4b
- c Add lines 4a and 4b
- 5 Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)

Part XIII Supplemental Information

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, lines 1a and 2a; Part VI, lines 1a and 2a; Part VII, lines 1a and 2a; Part VIII, lines 1a and 2a; Part IX, lines 1a and 2a; Part X, lines 1a and 2a; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part XIII Supplemental Information (continued)

[illegible]

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2013

Open to Public Inspection

Department of the Treasury
Internal Revenue Service
Name of the organization

Employer identification number

RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.

Form 990 Part I, Line Line 1: No Changes.

Name of organization

Employee identification number

RIVER TY DRUM CORP CULTURAL ARTS INSTITUTE, INC.



Part IV **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

Lined area for supplemental information.

ARTICLES OF INCORPORATION
OF
RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.,

The undersigned incorporator, ED WHITE, executes these Articles of Incorporation for the purpose of forming and does hereby form a Non-Stock, Non-Profit Corporation under the laws of the Commonwealth of Kentucky, KRS 273.161 et seq., with all the rights privileges and immunities of a corporation organized for charitable purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "Code"), or it's successor provisions, in accordance with the following provisions.

ARTICLE I.

Name

The name of the Corporation is River City Drum Corp Cultural Arts Institute, Inc., (hereinafter Corporation).

ARTICLE II.

PURPOSES

This corporation is organized exclusively for charitable scientific and educational purposes, more specifically:

(i) To establish and maintain a community based organization dedicated to the provision of a wide range of charitable, educational, cultural and artistic activities, programs and service to the community.

(ii) Provide opportunities to enhance community's educational and cultural awareness by providing a class structure environment that is culturally sensitive to support the community activities.

To this end, the corporation shall at all times be operated exclusively for charitable purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986, as now enacted or hereafter amended. All funds, whether income or principal and whether acquired by gift or contribution or otherwise, shall be devoted to said purposes.

0530367.09

John Y. Brown III

Secretary of State

Received and Filed

02/04/2002 02:00 PM

Fee Receipt: \$8.00

PBlevins
NAOI

ARTICLE III.

EXEMPTION REQUIREMENTS

At all times the following shall operate as conditions restricting the operations and activities of the corporation.

1. No part of the net earnings or the organization shall insure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in the purpose clause hereof.

2. No substantial part of the activities of the Corporation shall constitute the carrying on of propaganda or otherwise attempting to influence legislation, or any initiative or referendum before the public, and the corporation shall not participate in, or intervene in (including by publication or distribution of statements), any political campaign on behalf of, or in opposition of, any candidate for public office.

3. Notwithstanding any other provisions of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under Section 501 (c) (3) or the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under Section 170 (c) (2) or the Internal Revenue Code, or corresponding section or any future federal tax code.

ARTICLE IV

Initial Registered Office and Agent

The street address of the Corporation's initial registered office and the name of its initial registered agent and that address is:

**ED WHITE
4734 Southern Parkway
Louisville, Kentucky 40214**

The mailing address or the Corporation's principal office is:

**RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.,
3308 Chauncey Avenue
Louisville, Kentucky 40211**

ARTICLE V.

Duration

The duration of the corporate existence shall be perpetual.

ARTICLE VI.

Directors

The corporation shall have no members. A Board of Directors in the manner provided in the Bylaws shall manage the affairs of the Corporation. In addition, the Bylaws shall provide the number of directors. The term of office, method of election, removal procedures and such other matters pertaining or relating to the duties and office of director. In no event shall there be fewer than (3) directors.

The members of the initial Board of Directors of the Corporation shall serve until election of directors and until their successors are elected and qualified. The names and addresses of the initial directors are:

ED WHITE, President
4734 Southern Parkway
Louisville, Kentucky 40214

Zambia Nkrumah, Treasurer
4734 Southern Parkway
Louisville, Kentucky 40214

Adrianna Thornton-Clark, Secretary
3308 Chauncey Avenue
Louisville, Kentucky 40211

No, director shall have any right, title, or interest in, or any property of the Corporation. These Articles may be amended only with the approval or affirmative vote of the Board of Directors.

ARTICLE VII.

Indemnification

Each person who is or was a member, director, trustee or officer for the corporation, whether elected or appointed, and each person who is or was serving at the request of the Corporation, as a member, director, trustee or officer of another corporation, whether elected, appointed, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, including the heirs, executors, administrators or estate of any such person, shall be indemnified by the Corporation to the full amount against any liability, and the reasonable cost, or expense

(including attorneys' fees, monetary or other judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred by such person in such person's capacity as a member, director, trustee, officer or employee, or arising out of such person's status as a member, director, trustee, officer or employee, provided, however, that no such person shall be indemnified against any such liability, cost or expense incurred in connection with any action, suit or proceeding in which such person shall have been adjudged liable on the basis that personal benefit was improperly received by such person, or if such indemnification would be prohibited by law.

Such right of indemnification shall be a contract right and shall include the right to be paid by the Corporation the reasonable expenses incurred in defending any threatened or pending action, suit or proceeding in advance of its final disposition; provided, however, that such advance payment of expenses shall be made only after delivery to the Corporation of an undertaking by or on behalf of such person to repay all amounts so advanced it shall be determined that such person is not entitled to such indemnification.

Any repeal or modification of the Article shall not affect any rights or obligations then existing. If any indemnification payment required by this Article is not paid by the Corporation within ninety (90) after a written claim has been received by the corporation, the member, director, trustee, officer or employee may at any time thereafter bring suit against the Corporation to recover the unpaid amount and, if successful in whole or in part, such person shall be entitled to be paid also the expense of prosecuting such claim. The Corporation may maintain insurance, at its own expense, to protect itself and any such person against any such liability, cost or expense, whether or not the Corporation would have the power to indemnify such person against such liability, cost or expense under the Kentucky Non-Profit Corporation Act or under this Article, but it shall not be obligated to do. The indemnification provided by this Article shall not be deemed exclusive of any other rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of members of Board of Directors or otherwise.

If this Article or any portion thereof shall be invalidated on any ground by any Court of competent jurisdiction, then the Corporation nevertheless shall indemnify each such person, to the full extent permitted by any applicable portion of this Article that shall not have been invalidated or that remains enforceable under any other applicable law. For purposes of this Article, reference to "The Corporation" includes all constituents absorbed in a consolidation or merger as well as the resulting or surviving corporation.

ARTICLE VIII.

Limitation of Director Liability

No director shall be personally liable to the Corporation for monetary damages for

breach of his or her duties as director except for liability:

(a) For any transaction in which the director's personal financial interest is in conflict with the financial interests or the Corporation;

(b) For acts or omissions not in good faith or which involve intentional misconduct or acts known to the director to be a violation of law or

(c) For any transaction from which the director derived an improper personal benefit. If the Kentucky Revised Statutes are amended after the effective date of these Articles of Incorporation to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Kentucky Revised Statutes, as so amended. Any repeal or modification of this Article shall not adversely effect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE IX.

Dissolution

Dissolution shall be accomplished in accordance with Chapter 273 of the Kentucky Revised Statutes or its successor. Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, dispose of all corporate assets by distributing such assets to its successor organization, but only if it (or its successor organization) is at that time an organization described in Section 501 (c) (3) of the Code, or its successor provision. If (River City Drum Corp Cultural Arts Institute Corporation), or its successor organization is not at that time an organization described in Section 501 (c) (3) or the Code, or its successor provision, the Board of Directors shall, later paying or making provisions for the payment of all liabilities of the Corporation, dispose of all corporate assets by distributing such assets to organizations that are organized and operated exclusively for charitable purposes and at the time qualify as exempt organizations under Section 501 (c) (3) of the Code, or its successor provision, or to such organizations described under Section 170 (c) (1) of the Code, or its successor provision, as the Board of Directors shall determine. If possible, the purposes of such charitable donee or donees should be substantially similar to the charitable purposes of the Corporation.

Any such assets not disposed of by the Board of Directors shall be disposed of by the Circuit Court of the County in which the principal office of the Corporation is then located, to (River City Drum Corp Cultural Arts Institute Corporation) under Section 501 (c) (3) or the Code, or its successor provision, if possible, the Court shall cause such remaining assets to be transferred to a donee or donees that have purposes that are substantially similar to the charitable purposes of the Corporation.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) River City Drum Corp Cultural Arts Institute, Inc	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ Other (see instructions) ▶ Now Profit 501c-3	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	

Employer identification number										
[REDACTED]										

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ Edward R. White	Date ▶ 2/6/2015
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Agreement dated January 27, 2015 between RIVER CITY DRUM CORP (the "Artist") and The Kentucky Center for The 9th Annual Da 'Ville Classic Drumline Showcase. It is mutually agreed between both parties as follows.

1. ENGAGEMENT VENUE:

Whitney Hall
501 West Main Street
Louisville, KY 40202

2. DATES OF ENGAGEMENT: Date: Saturday, April 25, 2015

Show Time / Schedule: 1:00 p.m.

3. COMPENSATION:

Sponsorship dollars will run through The Kentucky Center's Development Department and accounted as show revenue along with ticket sales.

4. PRODUCTION:

In-house and rental equipment provided per Artist needs/rider, and listed as approved show expenses.

5. HOSPITALITY AND ACCOMMODATIONS: Accommodations: N/A

Catering: Water to be supplied; Not to exceed budget.

Transportation: N/A

6. SPECIAL PROVISIONS:

Final settlement will take place on the next business day between Presenter and Artist.

****THE ATTACHED CONTRACT ADDENDUM IS AN INTEGRAL PART TO THIS AGREEMENT****

CONTRACT ADDENDUM

Be it fully understood that this addendum amends the contract dated January 27, 2015 between RIVER CITY DRUM CORP (the "Artist") and The Kentucky Center ArtsReach covering the agreement for the Artist to perform at 1:00PM on Saturday, April 25, 2015 at Whitney Hall (the "Engagement") and that this addendum (the "Addendum") is incorporated as reference into the Contract as if set forth in its entirety therein. All capitalized terms not otherwise defined in this Addendum shall have the meaning ascribed to them in the Contract.

If any section or provision of this Addendum is inconsistent with any section or provision of the Contract between Artist and Presenter, the terms of this Addendum shall control, unless specifically indicated to the contrary in writing, signed or initialed by the parties.

1. ARCHIVAL RECORDING. Artist agrees to allow Presenter to record audio of the performance for archival purposes only. Any use of said recording will require an additional agreement mutually acceptable to Artist and Presenter. Presenter shall own the copyright in and to any recording of the Program, and Artist will make no use of any such recording, or authorize such use, without the express written permission of Presenter. Artist may use recording of program for standard promotional purposes only.
2. PHOTOGRAPHY I VIDEO. Artist acknowledges and agrees that the Presenter shall have the right to create and reproduce images of the performance, including without limitation photographs, videos and other media that include the artist's image, and to use such images for the presenter's business purposes, including without limitation in conventional marketing programs as well as in marketing programs utilizing social media and other media. The Presenter shall own all intellectual property rights in and to such images. Artist acknowledges that the Presenter shall hold all copyrights in any such images.
3. PUBLICITY AND MARKETING MATERIALS. Artist agrees to provide Presenter with contact information for a publicist and/or marketing coordinator in a timely manner. Artist agrees to furnish Presenter with publicity and promotional materials consisting of the following:

PRINT

- If applicable, contact and/or purchasing information for all admat, radio and/or television spots
- Most recent Artist biography, tour history, media coverage and links to live/streaming video for Presenter website

Print ready photos, hard copy and/or digital, delivered via ftp, web, mail, e-mail or disc. (Digital: Minimum of 5" x 7" and 300dpi; Hard Copy: Minimum of 8" X 10" CLEAN glossies). NOT ACCEPTABLE: Photocopy reproductions, press process reproductions and inkjet printouts.

INTERNET

Artist gives Presenter permission to use internet as a promotional vehicle and authorizes playing of sound and/or video clips of Artist.

- Presenter holds the right to share photos, video, and other forms of media through social networking such as Facebook, Twitter, YouTube etc. in order to enhance promotional efforts for performances and to raise awareness for Presenter programming and institutional mission.

INTERVIEWS

- Artist agrees to conduct interviews with local media in advance of show to promote performance.

4. CONCESSIONS. In the event the Artist requires concession services and is able to provide a concessions seller (Artist sells), the Artist agrees to pay Presenter 20% SOFT 110% HARD of all gross receipts of concession items. Should Presenter be required to provide a concession seller for the Artist (Venue Sells), the Artist agrees to pay Presenter 30% of all gross receipts of concession items. Presenter will provide a location to sell and if requested one concession seller.

5. ACCOMMODATIONS. Presenter will provide 0 room(s) for Artist for 0 night(s). Location, check in and checkout dates to be determined at advance. Artist is solely responsible for any additional rooms unless agreed upon. Presenter is responsible for room rate and tax charges only, Artists to be held liable for all incidentals and/or other hotel charges. Artist must provide Presenter with a rooming list no later than two (2) weeks prior to arrival. Should Artist cancel rooms one (1) week or less from check in date Artist is solely responsible for any fees and/or penalties Presenter may incur.

6. FACILITIES. Presenter shall furnish for the performance, at its own expense, well heated, lighted, clean and in good order, together with the services of all electricians and stage hands required, appropriate security and maintenance personnel, ushers, ticket sellers for advance or single sales (whether such sales take place in the venue or elsewhere), ticket takers and other customary employees and staff.

Presenter agrees to provide lights, sound system, dressing rooms, stage, and all other necessary service generally provided for Presenter's engagements. Any additional specialized equipment, instruments or services needed by Artist must be requested no less than two (2) weeks prior to date of Engagement. Presenter reserves the right to accept or reject all requests for specialized equipment services, or to condition provision of any such equipment/instruments/services on payment (or partial payment) for same by Artist. Customary security services will be provided for instruments in the environs of performance area; however, Presenter shall not be responsible for ensuring against theft or loss.

Presenter warrants that it has all rights for the use of the facility, to include lobby areas, other venues, and facility grounds at and on all dates and times relevant to this Addendum, and further warrants that the facility will not be subject to double booking or any other use which would or might interfere with the performance under this Addendum. Artist acknowledges that, contemporaneously with the performance, other performances may be presented in other venues within The Kentucky Center, at the sole and absolute discretion of the Presenter.

7. SCHEDULING I PROXIMITY CLAUSE. Artist agrees that the Artist and members of his/her group will be present at the site of the Engagement sixty (60) minutes before the performance start time unless otherwise notified by Presenter. Artist shall not appear within a one-hundred (100) mile radius of the city of Engagement for a period of ninety (90) days prior to and sixty (60) days after the date of performance without the permission of Presenter, which permission shall not be unreasonably withheld.

Engagement(s) includes performance(s) and/or any ancillary activities, i.e. master classes, clinics, lecture/demonstrations, etc. In the event of a breach or threatened breach of this non-competition provision, Presenter will be entitled to seek an injunction restraining Artist from engaging in any performance forbidden by this section. This shall not be construed as preventing Presenter from pursuing any other remedies available to it at law or in equity. In the event that any third party advertises or otherwise acts in violation of this Addendum, Artist agrees to join Presenter as a party plaintiff in any action in which his/her involvement may be necessary or helpful in preventing or enjoining such acts.

8. TICKETS. Presenter will make available up to 20 tickets for Artist use. Tickets must be requested by Artist in advance of arrival. Presenter reserves the right to bar from dressing room area(s) all persons other than Artist in order to protect Artist's valuables and equipment and Presenter's property. Presenter reserves the right to make available 100 discounted tickets for the ArtsReach Far Reaching Groups at \$3.00 per ticket, as approved by the Artist. Presenter shall have the right to award tickets for up to five percent (5%) of the official house seating on a complimentary, promotional and/or trade basis. It is understood and agreed that the Artist will receive 500 tickets one month prior to the show and said tickets will be sold, and \$5000.00 returned to the Presenter prior to day of show.

9. RELATIONSHIP OF PARTIES. It is clearly understood and agreed that the foregoing Addendum does not constitute an employer-employee relationship, that Artist is acting solely hereunder as an independent contractor, and that Artist shall be solely responsible for all so-called "Employer Contributions," including without limitation unemployment withholding and similar contributions or payroll changes. Artist remains free to engage in any other employment, or in any other personal/professional activity or appearances not specifically addressed under the terms of this Addendum including any activity which does not directly conflict with his/her obligations under this Contract/Addendum. In the event that Artist's services are furnished by a corporation, said corporation warrants and represents that the Artist is covered by workers' compensation, insurance and disability benefits, and that said corporation is solely responsible for all "Employer Contributions."

For Non-U.S. Residents: Artist is solely responsible for taxes levied by the U.S. government/IRS (non-negotiable for executed contract). See the following IRS forms that should be executed:

W-SBEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

OR

8233 Exemption from Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual.

The Presenter is exempt from the state tax, as well as the Artists and promoters within a co-promotion agreement.

10. SPONSORSHIP. Presenter and artist holds the right to obtain its own exclusive sponsors.

11. ON-DISCRIMINATION. Presenter complies with all federal, state and local statutes and ordinances relating to non-discrimination, and no person shall, on the basis of race, color, religion, national origin, sex or sexual preference, age or physical/mental disability, be excluded from participation in, denied admission to, or denied the full and equal enjoyment or benefits of any performance, program or activity of Presenter. Artist acknowledges this policy, and agrees to act consistent with it at all times.

12. ACCESSIBILITY. Artist agrees to adhere to the requirements of the Americans With Disabilities Act of 1990 (ADA) at all times, and to assist Presenter in its responsibilities under the Act, including but not limited to, by cooperating in all respects with Presenter's accessibility policies and procedures.

13. OPERATION OF CENTER. Presenter shall have sole control over the operation of the venue and of all operating personnel, including but not limited to stagehands, ushers, ticket takers, security personnel, etc. Presenter shall be responsible for controlling all entrances to, exits from and passages within the venue, including doors and corridors into, through and out of the venue, and shall direct members of the audience to and from their seating. Neither shall Artist give directions to the operating personnel as to the matters set forth in this paragraph.

14. STAGING OF PROGRAM. Artist warrants that he/she will not conduct his/her performance in any area other than on the stage provided by the Presenter. Artist further warrants that he/she shall not deliberately encourage, members of the audience to leave their assigned seating areas, and that he/she will otherwise conform to the reasonable operational rules and regulations of Presenter. In the event Artist breaches any of the foregoing warranties, the Presenter shall be entitled to withhold, as liquidated damages, any additional sums to be paid to Artist for such Engagement pursuant to this Contract/Addendum. The foregoing provision shall not impair or otherwise diminish the right of the Presenter to recover any larger damages as it shall suffer or prove, nor limit/restrict any other legal or equitable remedy available to Presenter due to Artist's breach of the foregoing warranties. Artist will generally act in such a manner as to avoid injury to third parties including in connection with the manner or rendition of services hereunder, and he/she does therefore indemnify the Presenter from and against any and all claims of third parties resulting from breach of this warranty, including the reasonable costs of defending against such claims.

15. SOUND LEVELS. Sound levels are limited to 96 dB as measured by the House Sound Technician using a high quality sound level meter at house sound mix position. In all cases, Presenter or its designee has the right to limit the sound/volume of any performance, and Artist agrees to use its best efforts to comply with such a request. Presenter also reserves the right to request that sound levels be increased when they are insufficient for the entire audience to hear, the Artist agrees to use its best efforts to comply with such a request.

16. LOCAL MUSICIANS. In the event that the Engagement requires the hiring of local union musicians Artist agrees, that should this requirement need to be cancelled by Artist for any reason fewer than sixty (60) days prior to the scheduled date, then in addition to all other remedies, the Artist shall indemnify and hold harmless the Presenter from and against any amounts the Presenter may be required to pay to such musicians.

17. FORCE MAJEURE. In the event that the performance of any of the covenants of this Addendum whether on the part of Artist or Presenter, shall be prevented by act of God, fire, the acts or regulations of public authorities or labor unions, labor difficulties, strike, war, epidemic, interruption or delay of transportation service, or any other causes beyond the reasonable control of such party, not to exclude terrorist threat, attack or impact as such, this Addendum, and each party's obligations hereunder, shall terminate and the parties shall not be liable to any other party for any damages arising from such inability to perform.

18. IMPOSSIBILITY OF PERFORMANCE. In the event that by reason of physical/mental disability, or for illness as confirmed in writing by Artist's treating physician, Artist shall be incapacitated from fully performing the terms of the Contract, either Presenter or Artist shall be entitled to terminate the Contract. This provision notwithstanding, however, the termination of the Contract hereunder shall be without prejudice to the rights of Presenter for equitable relief or at law, for damages or otherwise, by virtue of any breach or default in violation of this Addendum.

In the event the Artist consists of persons in addition to the featured performer(s) (hereinafter referred to as "Other Persons") and one or more of such Other Persons cannot perform for any reason, Artist shall have the option either to use its reasonable efforts to furnish a substitute for each such Other Person, which substitute(s) Presenter agrees to accept, or to perform without such Other Person, in which case the Artist shall not be liable for such failure of any such Other Person to perform. Presenter agrees to treat such Other Person's unavailability as an Act of God on the part of the Artist.

19. CANCELLATION CLAUSE. In the unlikely event that either party should need to cancel the Engagement, the Artist and/or Presenter agrees to provide notice no less than ninety (90) days prior to the date of the performance. Upon cancellation of this Engagement by Artist for any reason(s) other than the above "Force Majeure" all deposits, along with any/all of Purchaser's documented out-of-pocket marketing or promotional expenses, as related to this Engagement, shall be returned within 30 days of such cancellation.

20. INSURANCE. Presenter maintains insurance coverage's with insurance companies lawfully authorized to do business in the state of Kentucky with the following limits of liability/loss: (a) Commercial General Liability: \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; \$1,000,000

Products/Completed Operations Aggregate; \$1,000,000 Personal and Advertising Injury Limit and

\$500,000 Fire damage (any one fire); and \$5,000 Medical Expense (any one person); (b) Umbrella or Excess Liability: \$5,000,000 Each Occurrence; and \$5,000,000 General Aggregate; and (c) Excess Liability

Coverage: \$5,000,000 in excess of \$5,000,000. Presenter reserves the right to change the above mentioned coverage at their discretion

21. ARBITRATION OF DISPUTES. Except for any claim for injunctive relief to prevent violation of this Addendum, all disputes, claims and controversies regarding the rights and obligations of the parties under this Addendum shall be resolved by arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within sixty (60) days after the dispute first arises. Thereafter, arbitration shall be conducted by an Arbitrator selected by the parties from a panel provided by the American Arbitration Association (AAA). Said arbitration proceedings shall be held in Louisville, Kentucky, under the Commercial Arbitration Rules of the AAA.

22. ASSIGNABILITY. It is understood and agreed by the parties to this Addendum that the services to be rendered by Artist under this Addendum, and the rights granted by Artist to Presenter under the terms hereof, are of a special, unique, unusual, extraordinary and intellectual character which gives them a particular and peculiar value. As a result, this Addendum may not be assigned or transferred by either party without the prior, express and written consent of the other party. The parties hereto understand and agree that the loss of such unique services cannot be reasonably or adequately compensated in damages in an action at law, and a breach by the Artist of any of the provisions contained in this Addendum will cause Presenter irreparable injury and damage. Artist hereby expressly agrees that the Presenter shall be entitled to injunctive and other equitable relief to prevent a breach of this Addendum by Artist. Resort to injunctive and other equitable relief, however, shall not be construed as a waiver of any other rights or remedies which Presenter may have, whether for damages or otherwise.

23. GOVERNING LAW. This Addendum shall be governed by and interpreted under the laws of the Commonwealth of Kentucky.

24. ENTIRE AGREEMENT. This Addendum, when read in conjunction with the Contract to which it is attached, embodies the whole agreement of the parties on the subject matter hereto and any changes to this Contract/Addendum will be binding only when in writing and signed by both parties.

25. MODIFICATION OF AGREEMENT. Any modification of or addition to this Addendum, or any additional obligation to be assumed by either party hereto in connection with this Addendum, shall be binding only if placed in writing and signed by both parties hereto.

PLEASE RETURN CONTRACTS & ADDENDUMS TO:

The Kentucky Center
Attn: Julia Youngblood
501 W. Main Street
Louisville, KY 40202

CO-PRODUCTION AGREEMENT

This Co-Production Agreement ("Agreement") is entered into on the date of complete execution by both parties, between River City Drum Corp (RCDC) and The Kentucky Center for the Performing Arts ArtsReach Program (KC AR) collectively both parties are referred to as "The Co-Producers."

WHEREAS, Co-Producers have agreed to cooperate in producing the event: The 9th Annual Da 'Ville Classic Drumline Showcase ("Artist"), to be held in Whitney Hall ("Venue") on Saturday, April 25, 2015 at 1:00p.m. ("Event"). WHEREAS, RCDC and KC AR have agreed to share Net Profits and losses of said Event.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby covenant and agree as follows:

1. FORMATION OF CO-PROMOTION.

The Co-Promoters enter into this Agreement and agree to engage in the Co-Promotion for the limited purpose and scope set forth. Neither party shall claim any status that is contrary to the terms of this Agreement regarding the relationship of said parties. Neither party shall become liable by reason of any representation, act or omission of the other contrary to the provisions hereof.

The purpose and scope of the Co-Promotion shall be limited strictly to all functions and acts necessary for promoting and conducting the Event featuring the live performance of Artist at Venue. Unless otherwise agreed in writing, all contracts necessary and directly related to the carrying on of business of the Co-Promotion shall be pre-approved (in writing), by and legally binding upon, Co-Promoter and KC.

This Agreement governs only the Co-Promotion of the Event as defined above, and no other events or ventures. The term of the Agreement shall commence upon complete execution of the Agreement by both parties and ends at Midnight on Sunday, April 26, 2015.

2. MANAGEMENT OF THE CO-PROMOTION.

MANAGEMENT RIGHTS AND RESPONSIBILITIES:

The Co-Promoters shall jointly have the rights to manage and control the presentation of the Event. Furthermore, The Co-Promoters shall each (a) use their respective abilities and best efforts to cause the Event to be carried out in a commercially reasonable manner and (b) have the right, at any time while KC's box office is in operation, to enter the box office in the presence of an employee or agent of KC and obtain information pertaining to the Co-Promotion.

The Co-Promoters' shared responsibilities related to the Event are as follows: KC: Production, Ticketing, Artist's Fees, Marketing

CO-PROMOTER: Marketing and Group Sales

2. INTEREST OF CO-PROMOTION.

Co-Promoter and KC hereby agree to share any Net Profit, while Co-Promoter will bear any Net Loss of said Event, as set forth more fully below.

DEFINITIONS:

Net Profit shall be defined as the Net Adjusted Gross Box Office Receipts ("NAGBOR") minus the deduction of all approved and documented expenses including, but not limited to: Artist(s) talent or performance fees, marketing/advertising costs, stagehand labor, rent and house costs, equipment rentals, catering and hospitality, security, transportation, ASCAP, BMI, and SESAC, and any other mutually agreed upon show expenses (all as described in the estimate attached hereto) if the remainder is a positive number.

Net Loss shall be defined as the Net Adjusted Gross Box Office Receipts ("NAGBOR") minus the deduction of all approved and documented expenses including, but not limited to: Artist(s) talent or performance fees, marketing/advertising costs, stagehand labor, rent and house costs, equipment rentals, catering and hospitality, security, transportation, ASCAP, BMI, and SESAC, and any other mutually agreed upon show expenses (all as described in the estimate attached hereto) if the remainder is a negative number.

DISTRIBUTION:

Net Profit shall be allocated sixty percent (60 %) to Co-Promoter and forty percent (40 %) to KC. Net Loss shall be allocated fifty percent (50%) to Co-Promoter and fifty percent (50%) to KC.

DISBURSEMENT OF FUNDS:

Upon the final calculation of Net Profit or Net Loss, any amounts due and owed by one party to the other as a result of said calculation, including promoter's profit and any rebates, shall be disbursed within forty-eight (48) hours of the Event settlement.

INDEPENDENT OF OTHER AGREEMENTS:

The Co-Promotion set forth in the Agreement is in addition to, and not in lieu of, or in any way whatsoever related to, any compensation, paid or received by either party pursuant to any other agreement.

4. CAPITAL CONTRIBUTIONS AND DISTRIBUTIONS.

It is agreed by The Co-Promoters that KC shall receive the gross revenues from the primary box office ("Advanced Contribution") for the Event as such revenues are requested by KC. KC shall pay the deposit requirements and front-end expenses relating to the Artist's fee as outlined in the Artists performance contract.

Co-Promoter and KC are each solely responsible for its own personnel's wages, federal, state and local income taxes, worker's compensation and travel related expenses.

5. MISCELLANEOUS PROVISIONS

LAW GOVERNING:

The law governing this Agreement and the obligations hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any claims or litigation shall be in Jefferson County, Kentucky.

SUCCESSOR AND ASSIGNS:

This Agreement and all terms, provisions, and conditions hereof shall be binding upon and shall inure to the benefit of the Co-Promoters and their respective successors and assigns.

FURTHER ASSURANCES:

Each party to this Agreement, upon the request of any other party to this Agreement, will execute, acknowledge and deliver such further documents or instruments and perform such further acts as may be necessary to carry out more effectively the purpose of this Agreement. Each of the individuals executing this Agreement certifies that he or she is duly authorized to do so.

ENTIRE AGREEMENT AND MODIFICATION:

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and all prior agreements relative hereto which are not contained herein are terminated. This Agreement may not be amended, revised or terminated except by a written instrument executed by each party's authorized representative.

FORCE MAJEURE:

The failure of any party hereto to comply with the terms and conditions hereof because of an act of God, strike,

labor disputes, war, fire, earthquake, act of public enemies, action of federal, state or local governmental authorities or for any reason beyond the reasonable control of such party, shall not be deemed a breach of this Agreement.

SURVIVAL OF COMMITMENTS:

All representations, warranties, provisions regarding insurance and agreements to indemnify shall survive the termination of the Agreement.

NOT A PARTNERSHIP:

This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant or independent contractor of either party or their affiliates shall be deemed at any time to be an employee, servant, agent or contractor of the other party for any purpose whatsoever.

INDEMNIFICATION:

Co-Promoter shall at all times hereafter indemnify, hold harmless and, at KC and/or KC's Attorney's option, defend or pay for an attorney selected by KC and/or KC's Attorney to defend KC, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by the negligent act or omission of Co-Promoter, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

No LIABILITY:

KC shall not be liable or responsible to Co-Promoter for any costs or expenses related to or in connection with the co-promotion Event, except as specifically provided for herein. Without limiting the generality of the previous sentence, KC shall not be responsible nor held liable for payment of salaries, any applicable worker's compensation insurance or applicable benefits, unemployment insurance, social security, withholding taxes, union pension, welfare, annuity, vacation or any other fringe benefits or any cost or liability of any kind in connection with any employee or agent of Co-Promoter or required or engaged by Co-Promoter or related to this Agreement.

SUCCESSORS AND ASSIGNS:

All of the terms, provisions, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. This Agreement shall not be assigned or transferred without the prior written consent of the other party hereto.

COUNTERPARTS:

This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Co-Promotion Agreement as of the date of complete execution by both parties.

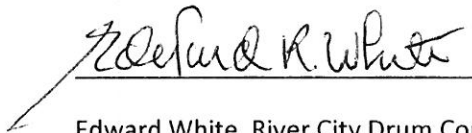
Budget

Printed Poster	\$120.00
Distribution	\$130.00
Advertising	\$1000.00
Production/Union Labor for Performance	\$6,000.00
Minimal Usage fee Lobby, WH- (KY Center)	\$ 250.00
Front of House, Room Set Up & Custodial Labor	\$400.00
Water	\$200.00
Ticketing	<u>\$50.00</u>
	\$8150.00

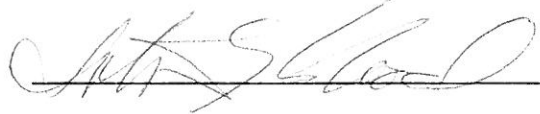
Ticket Sales 1200 @ 10.00-3.30 facility fee & charge	\$8040.00
100 Kcard Tickets @ 3.00	<u>300.00</u>
	\$8340.00

Note: 3.1% Credit Card Ticketing Fees Apply

Note: Artist/River City Drum Corp Expenses include The Printed Program, Hotel Rooms, Transportation & Food (approximately \$7,000) for Drum Lines from Lincoln University & Kentucky State University. These expenses will be covered by sponsorship and ads generated by the artist. The cover of the printed program will be the Event Poster which fully reflects the partnership between Co-Promoter and KC.



Edward White, River City Drum Corp



Julia Youngblood, The Kentucky Center ArtsReach

PLEASE SIGN ABOVE AND ON THE ATTACHED ESTIMATE TO INDICATE YOUR ACCEPTANCE.

RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.

General Information

Organization Number	0530367
Name	RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.
Profit or Non-Profit	N - Non-profit
Company Type	KCO - Kentucky Corporation
Status	A - Active
Standing	G - Good
State	KY
File Date	2/4/2002
Organization Date	2/4/2002
Last Annual Report	6/22/2014
Principal Office	3308 CHAUNCEY AVENUE LOUISVILLE, KY 40211
Registered Agent	ED WHITE 4031 PARTHENIA AVENUE LOUISVILLE, KY 40215

Current Officers

President	Albert Shumake
Vice President	CYNTHIA FLETCHER
Secretary	Bobby SHUMAKE
Director	Aja Nkrumah
Director	GOLA WHITE
Director	AKILAHMANH LCARL

Individuals / Entities listed at time of formation

Director	ED WHITE
Director	ADRIANNA THORNTON-CLARK
Director	ZAMBIA NKRUMAH
Incorporator	ED WHITE

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Annual Report	6/22/2014	1 page	PDF
Registered Agent name/address change	6/10/2013 1:17:08 PM	1 page	PDF
Annual Report	6/10/2013	1 page	PDF
Annual Report	6/29/2012	1 page	PDF
Annual Report	3/23/2011	1 page	tiff PDF

Annual Report	5/27/2010	1 page	tiff	PDF
Annual Report	3/3/2009	1 page	tiff	PDF
Annual Report	6/26/2008	1 page	tiff	PDF
Annual Report	6/27/2007	1 page	PDF	
Annual Report	4/4/2006	1 page	tiff	PDF
Annual Report	6/9/2005	1 page	PDF	
Annual Report	9/12/2003	1 page	tiff	PDF
Annual Report	9/12/2003	1 page	tiff	PDF
Articles of Incorporation	2/4/2002	6 pages	tiff	PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	6/22/2014 6:31:07 PM	6/22/2014 6:31:07 PM	
Annual report	6/10/2013 1:28:42 PM	6/10/2013 1:28:42 PM	
Registered agent address change	6/10/2013 1:17:08 PM	6/10/2013 1:17:08 PM	
Annual report	6/29/2012 12:11:34 PM	6/29/2012 12:11:34 PM	
Annual report	3/23/2011 2:24:19 PM	3/23/2011	
Annual report	5/27/2010 8:34:03 AM	5/27/2010	
Annual report	3/3/2009 1:28:34 PM	3/3/2009	
Annual report	6/26/2008 9:05:08 AM	6/26/2008	
Annual report	6/27/2007 4:31:53 PM	6/27/2007 4:31:53 PM	
Annual report	4/4/2006 8:21:06 AM	4/4/2006	
Annual report	6/9/2005	6/9/2005	
Annual report	6/28/2004 2:22:24 PM	6/28/2004	
Annual report	6/27/2003 9:50:21 AM	6/27/2003	
Add	2/4/2002 2:00:33 PM	2/4/2002	

Microfilmed Images

Microfilm images are not available online. They can be ordered by faxing a [Request For Corporate Documents](#) to the Corporate Records Branch at 502-564-5687.

Annual Report	8/13/2004	1 page
Annual Report	9/12/2003	1 page
Articles of Incorporation	2/4/2002	6 pages