

Applicant/Program:

The Leukemia & Lymphoma Society/Light the Night Walk

Additional Disclosure and Signatures

Additional Council Office 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.

Council Member Signature and Amount

District 1	_____	\$ _____
District 2	_____	\$ _____
District 3	<i>Mary Drosky</i>	\$ <i>5,000⁰⁰</i>
District 4	<i>Barbara J. Smith</i>	\$ <i>100 -</i>
District 5	<i>Cheri B. Hamilton</i>	\$ <i>200⁰⁰</i>
District 6	_____	\$ _____
District 7	_____	\$ _____
District 8	_____	\$ _____
District 9	_____	\$ _____
District 10	<i>Erin P. Mulholland</i>	\$ <i>1000⁰⁰</i>
District 11	_____	\$ _____
District 12	_____	\$ _____
District 13	<i>Vicki Aubrey Welch</i>	\$ <i>1000⁰⁰</i>
District 14	<i>Cindi Fowler</i>	\$ <i>1000⁰⁰</i>
District 15	<i>Theraine Fritter</i>	\$ <i>1000 -</i>

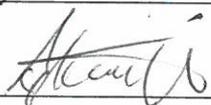
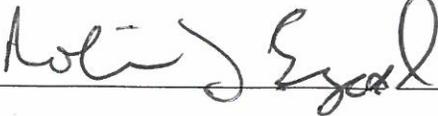
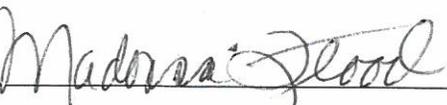
Applicant/Program:

The Leukemia & Lymphoma Society/Light the Night Walk

Additional Disclosure and Signatures

Additional Council Office 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.

District 16		\$ 500.00
District 17		\$ 500 ⁰⁰
District 18		\$
District 19		\$
District 20		\$
District 21		\$ 1060
- District 22		\$ 1,000 ⁰⁰
District 23		\$
District 24		\$ 3000
District 25		\$
District 26		\$

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Legal Name of Applicant Organization The Leukemia & Lymphoma Society, Inc.

Program Name and Request Amount Light the Night Walk, \$50,000

	Yes/No/NA
Is the NDF Transmittal Sheet Signed by all Council Member(s) Appropriating Funding?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is the funding proposed by Council Member(s) less than or equal to the request amount?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is the proposed public purpose of the program viable and well-documented?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Will all of the funding go to programs specific to Louisville/Jefferson County?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Has Council or Staff relationship to the Agency been adequately disclosed on the cover sheet?	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
Has prior Metro Funds committed/granted been disclosed?	<input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> NA
Is the application properly signed and dated by authorized signatory?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
If Metro funding is for a separate taxing district is the funding appropriated for a program outside the legal responsibility of that taxing district?	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity in good standing with: <ul style="list-style-type: none"> ▶ Kentucky Secretary of State? ▶ Louisville Metro Revenue Commission? ▶ Louisville Metro Government? ▶ Internal Revenue Service? ▶ Louisville Metro Human Relations Commission? 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is the current Fiscal Year Budget included?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is the entity's board member list (with term length/term limits) included?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is recommended funding less than 33% of total agency operating budget?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Does the application budget reflect only the revenue and expenses of the project/program?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is the cost estimate(s) from proposed vendor (if request is for capital expense) included?	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
Is the most recent annual audit (if required by organization) included?	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
Is a copy of Signed Lease (if rent costs are requested) included?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is the Supplemental Questionnaire for churches/religious organizations (if requesting organization is faith-based) included?	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
Are the Articles of Incorporation of the Agency included?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is the IRS Form W-9 included?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Is the IRS Form 990 included?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
Are the evaluation forms (if program participants are given evaluation forms) included?	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required to do so)?	<input type="checkbox"/> N/A <input type="checkbox"/> Yes <input type="checkbox"/> No
Has the Agency agreed to participate in the BBB Charity review program? If so, has the applicant met the BBB Charity Review Standards?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Prepared by: *Jim McMullen*

Date: *7/24/2018*

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 1 – APPLICANT INFORMATION			
Legal Name of Applicant Organization: The Leukemia & Lymphoma Society <i>(as listed on: http://www.sos.ky.gov/business/records)</i>			
Main Office Street & Mailing Address: 301 East Main Street, Suite 100, Louisville, KY 40202			
Website: www.lls.org/ky			
Applicant Contact:	Daly Muller	Title:	Campaign Manager
Phone:	502-719-0550	Email:	daly.muller@lls.org
Financial Contact:	Daly Muller	Title:	Campaign Manager
Phone:	502-584-8490	Email:	daly.muller@lls.org
Organization's Representative who attended NDF Training:			
GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED			
Program Facility Location(s): Louisville Slugger Field			
Council District(s):		Zip Code(s):	40202
SECTION 2 – PROGRAM REQUEST & FINANCIAL INFORMATION			
PROGRAM/PROJECT NAME: The Leukemia & Lymphoma Society			
Total Request: (\$)	50,000	Total Metro Award (this program) in previous year: (\$)	26,500
Purpose of Request (check all that apply):			
<input checked="" type="checkbox"/> Operating Funds (generally cannot exceed 33% of agency's total operating budget) <input checked="" type="checkbox"/> Programming/services/events for direct benefit to community or qualified individuals <input type="checkbox"/> Capital Project of the organization (equipment, furnishing, building, etc)			
The Following are Required Attachments:			
<input checked="" type="checkbox"/> IRS Exempt Status Determination Letter <input checked="" type="checkbox"/> Current year projected budget <input checked="" type="checkbox"/> Current financial statement <input checked="" type="checkbox"/> Most recent IRS Form 990 or 1120-H <input checked="" type="checkbox"/> Articles of Incorporation (current & signed) Cost estimates from proposed vendor if request is for capital expense		<input checked="" type="checkbox"/> Signed lease if rent costs are being requested <input checked="" type="checkbox"/> IRS Form W9 Evaluation forms if used in the proposed program Annual audit (if required by organization) Faith Based Organization Certification Form, if applicable	
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:		Amount: (\$)	
Source:		Amount: (\$)	
Source:		Amount: (\$)	
Has the applicant contacted the BBB Charity Review for participation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Has the applicant met the BBB Charity Review Standards? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 3 – AGENCY DETAILS

Describe Agency's Vision, Mission and Services:

The mission of the Leukemia & lymphoma Society (LLS) is: to Cure leukemia, lymphoma, Hodgkin's disease and myeloma and improve the quality of life of patients and their families.

LLS is the world's largest voluntary health agency dedicated to blood cancer. LLS funds lifesaving blood cancer research around the world and provides free information and support services. Our key priorities will ensure that: The Leukemia & Lymphoma Society helps blood cancer patients live better and longer lives.

Research

Advance the diagnosis and treatment of blood cancers through continues funding of academic research, the therapy acceleration program and other special initiatives. Protectively establish a research agenda and direct a portion of research spending to specific areas of unmet medical need for leukemia, lymphoma and myeloma. Participate directly in blood cancer therapy development by expanding research beyond academic collaborations and biotech partnerships to include pharmaceutical companies and/or venture capitalists.

Patient Services

Develop a services agenda for patients and their families to address their information and support needs. Inform blood cancer patients and improve access to the latest individual therapy options and blood cancer clinical trials. LLS is the key source of information and services for patients throughout their cancer journey.

Public Policy

Increase funding from non-LLS sources to accelerate the discovery and development of blood cancer therapies. Encourage an effective and science-driven regulatory system for efficient review of new blood cancer therapies. Ensure patients have insurance coverage for their treatments and well-coordinated and high quality cancer care.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 4 - BOARD OF DIRECTORS AND PAID STAFF

Board Member	Term End Date
Mindy Brown	Jul 1, 2019
Jason Cox	Jul 1, 2019
Marty Driskell	Jul 1, 2019
Leslie Hurst	Jul 1, 2019
Geetha Joseph	Jul 1, 2019
Ben Keeton	Jul 1, 2019
Jason Kron	Aug 1, 2019
Aimee McCaa	Jul 1, 2019
Joe Peters	Jul 1, 2019
Mark Robinson	Jul 1, 2019
Jennifer Washle	Jul 1, 2019
John King- Board President	Jul 1, 2019
Jeff Peterman	Jul 2, 2019

Describe the Board term limit policy:

Trustees are elected at the annual meeting of the BOT. BOT Members shall serve a three-year term beginning July 1 of the year elected. A trustee is eligible for election for one additional consecutive three-year term. No trustee may serve more than two consecutive three-year terms without rotating off the BOT for one year. At the end of such one year period, such former trustee is then eligible to be considered for election to the BOT for a maximum of two three-year terms. For the purposes of this provision, the time served by a trustee elected to fill a vacancy until the next annual meeting of the BOT, as provided in

Three Highest Paid Staff Names	Annual Salary
attached	

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 5 – 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.):

Light The Night is The Leukemia & Lymphoma Society's annual event that funds lifesaving research and support for people battling cancer. Friends, families, co-workers and the public are able to come enjoy a inspirational, memorable evening walk.

The Louisville Light The Night Walk takes place at Louisville Slugger Field on October 6. The event draws 6,000 + in attendance and there is not charge to attend the event.

The event begins at 5PM with live music on the field and booths setup on the concourse, along with a health and wellness fair for everyone who attends.

Around 6PM we have a non-denominational remembrance ceremony. This ceremony is for individuals that has lost someone to any form of cancer.

At 6:45PM the main program beings. We have several speakers and 2-3 videos that play on the jumbo screen at Slugger Field.

7:30PM the walk begins along with the Light of the Lanterns. Individuals line up along the concourse and exit to Withersnoon exit of the park. They will cross the street and enter Waterfront Park make a Jan around the Great Lawn.

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

The funds are used to offset The Leukemia & Lymphoma Society's operating expense & Light The Night staff expense. These expenses could include office rental, temporary staffing, phone expense, mailing expenses, fundraising incentives, music and much more. Your funds allow us to put on a great free event for the community and at the same time take the money that is raised and put it towards the mission of saving lives in this community. The event is open to the public and free of charge, but because of that there are some charges that we need to cover.

The more expenses we can offset, the more funds raised that evening will go directly to blood cancer research that will directly help save lives at the James Brown Cancer Center, Norton Cancer Institute and CBC at Baptist Health. The doctors at these institutions will tell you how valuable the research LLS does and how many lives we have saved in our community. Also, we will be able to personally touch and effect more families in our community through our countless programs and financial aids.

Items are paid with an American Express Card or through a check request from our National Office. The AMEX card is subdivided by category on a monthly basis.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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

All funds will be credited to the King Team.

The King Team is led by John King, Vice President of King Southern Bank and our 2017 Corporate Walk Chair and current Board President. They walk in honor of Jim King former Metro Councilman and President.

Money will go to Leukemia & Lymphoma Society. The mission of The Leukemia & Lymphoma Society (LLS) is: Cure leukemia, lymphoma, Hodgkin's disease and myeloma, and improve the quality of life of patients and their families.

LLS exists to find cures and ensure access to treatments for blood cancer patients. We are the voice for all blood cancer patients and we work to ensure access to treatments for all blood cancer patients.

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:

- 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.

- Reimbursements should not be made before application date 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.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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:
Because of the continued support of you and our partners and sponsors, in fiscal year 2016 we were able to:

Invest \$49.3 million in research

Support 268 research projects (and 22 Therapy Acceleration Program partnerships) in the United States, Canada and 7 other countries

Provide co-pay assistance to patients

Sponsor scientific conferences around the country

Produce educational materials and videos

Run dozens of Family Support Groups nationwide

Since January of 2013 LLS researches have got FDA approval for four new treatments and countless others are in clinical trials. Locally the Kentucky Chapter provided close to \$600,000 in co-pay assistance and financial aid to area patients in the last fiscal year.

In Jefferson County, KY in this fiscal year LLS has provided \$1,250 in travel assistance, \$14,000 in patient aid and \$34,000 in co-pay assistance to help blood cancer patients right here in Metro Louisville. Nationally, LLS has given over \$800,000 in travel, co-pay, and patient aid assistance in 2017 alone.

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 Leukemia & Lymphoma Society (LLS) has a great working relationship with Norton Healthcare, KentuckyOne Health, Baptist Health, Galen College of Nursing, Kindred Healthcare, UPS, Walgreens, UFCW 227, Bisig Impact Group and WLKY. All these organizations have been long term partners of LLS and the Light The Night Walk. All these partners with the exception of WLKY are cash sponsors that range between \$5,000 - \$25,000. WLKY provided exposure through commercials and broadcast live from the event.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 6 – PROGRAM/PROJECT BUDGET SUMMARY

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	Non- Metro Funds	Total Funds
A: Personnel Costs Including Benefits	0	0	0
B: Rent/Utilities	10000	40000	50000
C: Office Supplies	0	0	0
D: Telephone	0	0	0
E: In-town Travel	0	0	0
F: Client Assistance (See Detailed List on Page 8)	0	0	0
G: Professional Service Contracts	0	0	0
H: Program Materials	0	0	0
I: Community Events & Festivals (See Detailed List on Page 8)	40000	0	40000
J: Machinery & Equipment	0	0	0
K: Capital Project	0	0	0
L: Other Expenses (See Detailed List on Page 8)	0	25000	25000
*TOTAL PROGRAM/PROJECT FUNDS	50000	65000	115000
% of Program Budget	0 %	0 %	100%

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

Other State, Federal or Local Government	0
United Way	0
Private Contributions (do not include individual donor names)	400000
Fees Collected from Program Participants	0
Other (please specify)	0
Total Revenue for Columns 2 Expenses **	400000

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

**Must equal or exceed total in column 2.

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Detail for Client Assistance, Community Events & Festivals or Other Expenses shown on Page 7 (circle one and use multiple sheets if necessary)	Column 1	Column 2	Column (1 + 2)=3
	Proposed Metro Funds	Non-Metro Funds	Total Funds
T-shirts	7,000	0	7,000
Ballpark Rental	5,000	0	5,000
Fireworks	5,000	0	5,000
Lanterns	5,000	0	5,000
Food	3,000	0	3,000
Inflatable Arch	3,000	0	3,000
Awards Banquet	4,000	0	4,000
VIP Tent	5,000	0	5,000
Stage/Entertainment	3,000	0	3,000
Total	40,000	0	4,000

Applicant's Initials DM

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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
Papa Johns Pizza	\$3,000	Pizza
Coke/Water	\$5,000	Bottled soft drinks and water
Volunteer Hours	\$15,000	Number of volunteers through th <input checked="" type="checkbox"/>
<i>Total Value of In-Kind (to match Program Budget Line Item. Volunteer Contribution & Other In Kind)</i>		

* 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: July 1

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:

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 7 – CERTIFICATIONS & ASSURANCES

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 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 and the funds will not be disbursed to our organization.
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 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.

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 8 – CERTIFICATIONS & ASSURANCES

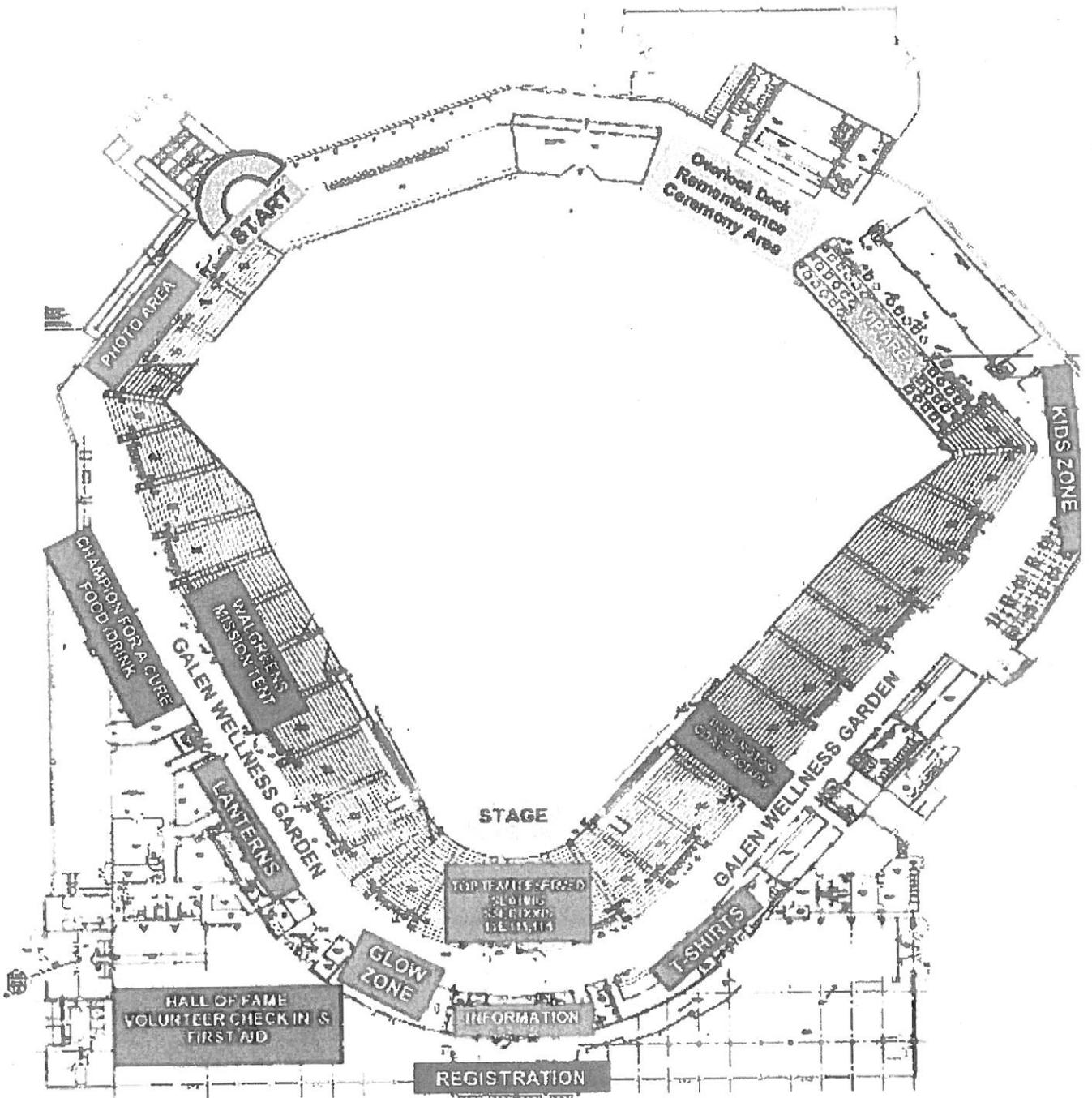
I certify under the penalty of law the information in this application (including, without limitation, "Certifications and Assurances") is accurate to the best of my knowledge. I am aware my organization will not be eligible for funding if investigation at any time shows falsification. If falsification 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: Daly Muller		Date: Jul 19, 2018
Legal Signatory: (please print): Daly Muller		Title: Campaign Manager
Phone: 502-719-0550	Extension: 2390	Email: daly.muller@lls.org



someday
is today

Product Line	Accounts	<u>FY2017</u>	<u>FY2018</u>
Product Line (R)		<u>YTD June 2017</u>	<u>Budget 2018</u>
	4000 - Revenue		
	4100 - Donation Revenue	1,005,997	1,230,091
	4300 - Auction Revenue	0	0
	4350 - Sponsorships	204,359	167,770
	4400 - Raffle Revenue	0	0
	4450 - Registration Fees	700	0
	4500 - Sales Revenue	87,321	96,332
	4550 - Table Revenue	50	0
	4600 - Ticket Revenue	350	0
	4900 - Other	775	29,858
	Total 4000 - Revenue	1,299,552	1,524,051
	5000 - DDB Expenses		
	5050 - Event	(59,353)	(88,945)
	5100 - Travel	(11)	0
	5150 - Fees	(9,379)	(13,600)
	5200 - Incentives	(31,108)	(51,045)
	5250 - Training	0	0
	5900 - Other	(473)	(2,747)
	Total 5000 - DDB Expenses	(100,324)	(156,337)
	Gross Income	1,199,228	1,367,714
	Gross Margin %	92%	90%
	Expense		
	6500 - Payroll	(365,547)	(373,142)
	6100 - Benefits	(88,111)	(84,227)
	6750 - Payroll Taxes	(28,107)	(29,435)
	6800 - Travel & Meetings	(26,531)	(30,235)
	6650 - Professional Fees	(1,755)	(750)
	6550 - Postage & Shipping	(13,005)	(19,476)
	6600 - Printing	(26,229)	(14,600)
	6700 - Stationery & Supplies	(11,147)	(11,011)
	6050 - Advertising	(357)	(3,250)
	6250 - Equipment	(8,536)	(22,000)
	6400 - Occupancy	(72,625)	(64,384)
	6900 - Telephony	(2,853)	(5,600)
	6350 - Memberships	(2,095)	(2,000)
	6300 - Insurance	0	0
	6200 - Depreciation	(691)	0
	6450 - Other	(10,421)	(7,949)
	6950 - Research	0	0
	Total Expense	(658,009)	(668,058)
	Expense as a % of Revenue	1	0
	Net Income	541,218	699,656
	Net Margin %	42%	46%



C B A L T

October 27, 2009

The Leukemia & Lymphoma Society
1311 Mamaroneck Avenue, Suite 130
White Plains, N.Y. 10605

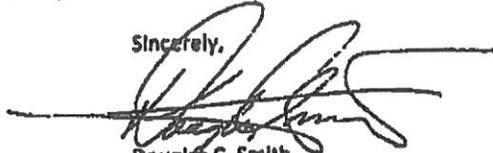
Gentlemen:

Cobalt 301 East Main, LLC is excited to have The Leukemia & Lymphoma Society as a key tenant in our building at 301 East Main Street, Louisville, Kentucky. We look forward to a long and mutually satisfying relationship with the Society.

As a further demonstration of our support for the fine work done by your organization, we commit to making a \$10,000 cash donation to The Leukemia & Lymphoma Society, to be made by one of our affiliates, upon your move to our facility.

Thank you for selecting Cobalt for your office requirements in Louisville.

Sincerely,



Douglas C. Smith
Sr. Vice President

VENDOR NAME	CHECK NUMBER	CHECK DATE	STUB
291318 Coball 301 East Main, LLC	00225794	11/16/09	Stub 1 of 1
ISSUE DATE	INVOICE NO.	INVOICE AMOUNT	NET AMOUNT
11/13/09	111309	3,832.00	3,832.00
		3,832.00	3,832.00

REMOVE DOCUMENT ALONG THIS PERFORATION



The Leukemia & Lymphoma Society
Fighting Blood Cancers

1311 SAMARONECK AVENUE, WHITE PLAINS, NY 10605
GENERAL DISBURSEMENTS INCOME ACCOUNT

Wells Fargo Bank, N.A.
116 Hospital Drive
Van Wert, OH 45891

66-382
412

CHEK NO.
00225794

VENDOR DATE
291318 11/16/09

AMOUNT
\$*****3,832.00

PAY THREE THOUSAND EIGHT HUNDRED THIRTY TWO AND 00/100*****

TO THE ORDER OF

Coball 301 East Main, LLC
445 East Market Street, Suite 320
Louisville KY 40202

[Handwritten Signature]



The Leukemia & Lymphoma Society
Fighting Blood Cancers

1311 SAMARONECK AVENUE, SUITE 310
WHITE PLAINS NY 10605

Coball 301 East Main, LLC
445 East Market Street, Suite 320
Louisville KY 40202

Lease Extension and Modification Agreement

This Lease Extension and Modification Agreement (the "Agreement") is made this ___ day of ~~August~~ 2014 by and between The Leukemia & Lymphoma Society, Inc., a New York not-for-profit corporation with an address of 1311 Mamaroneck Ave, White Plains, N.Y. 10605 ("Tenant") and Cobalt 301 East Main, LLC, a Kentucky limited liability company with an address of 301 E. Main Street, Louisville, KY 40202 ("Landlord").

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated January 1, 2010 (the "Original Lease") for the premises described therein; and

WHEREAS, Landlord and Tenant desire to amend the Original Lease to modify the Original Lease to include a renewal term;

NOW, THEREFORE, in consideration of the rights and duties contained in the Original Lease as modified in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Paragraph C of the Original Lease shall be amended to read as follows:

(5) "Renewal Term"One (1) Five year period upon expiration of the Initial Term, commencing at 12:00:01 am on January 1st, 2015 and ending at 11:59:59 pm on December 31, 2019.

2. Paragraph D-1 of the Original Lease shall be amended to read as follows:

During the renewal term.... Fixed Annual Rent due and payable with respect to the first 12 months of the Renewal Term shall be \$53,648, payable \$4,470.67 per month on the first day of the month.

Thereafter, Fixed Annual Rent shall increase by 1.5% annually as follows:

Year #2 (7)	\$54,452.72	payable \$4,537.73/Mo.
Year #3 (8)	\$55,269.51	payable \$4,605.79/Mo.
Year #4 (9)	\$56,098.55	payable \$4,674.88/Mo.
Year #5 (10)	\$56,940.03	payable \$4,745.00/Mo.

3. Tenant advises Landlord that Tenant is a not-for-profit corporation, exempt from state and federal taxation, whose mission and purpose, among other things, is to cure leukemia, lymphoma, Hodgkin's disease and myeloma, and improve the quality of life of patients and their families. In furtherance of Tenant's mission and purpose, Landlord agrees that Landlord shall make a \$15,000.00 donation to Tenant no later than November 15, 2014 Landlord further agrees that if Landlord does not make the donation as set forth herein, Tenant shall have the right to offset the \$15,000.00 donation against the rent Tenant is obligated to pay under the Original Lease or this Agreement, as applicable.

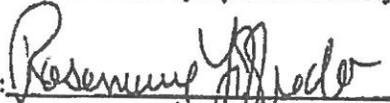
Upon the \$15,000.00 donation being made by Landlord or applied by Tenant, as the case may be, Tenant agrees to furnish Landlord with a letter reflecting that the \$15,000.00 donation was so made by Landlord and received by Tenant.

4. All other provisions of the Original Lease shall remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, the Landlord and Tenant hereby execute this Agreement on the date given below:

Tenant:

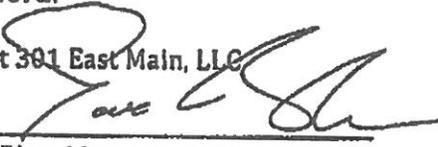
The Leukemia & Lymphoma Society, Inc.

By: 

Date: 11/13/14

Landlord:

Cobalt 301 East Main, LLC

By: 
Todd Blue, Manager

Date: 11-24-14



MEMORANDUM

TO: MATT SMITH
RE: COMMENCEMENT DATE MEMORANDUM
DATE: 11/14/2014

To Matt:

Enclosed, please find (2) original executed copies of the commencement date memo for Louisville, KY. Please have the Landlord sign and return a fully executed original copy of the lease to:

Leukemia & Lymphoma Society
Attn: Facilities
1311 Mamaroneck Ave., Suite 310
White Plains, NY 10605

With Regards,

Fiorela Umanzor
Manager of Information Services
The Leukemia & Lymphoma Society
1311 Mamaroneck Ave, Suite 310
White Plains, NY 10605
v - 914.821.8255 c - 914.246.4722 f - 914.821.3255
Fiorela.Umanzor@lls.org | www.lls.org

SPECIAL TERMS AND CONDITIONS

Lease

C O B A L T

(A) THE PARTIES	
(1) "Lessor".....	Cobalt 301 East Main, LLC Attention: Todd L. Blue, Manager P.O. Box 1509 Louisville, KY 40201
(2) "Lessee".....	The Leukemia & Lymphoma Society 1311 Mamaroneck Avenue, Suite 310 White Plains, N.Y. 10605 Attn: Rich Colbert

(B) LEASED PREMISES LOCATION AND STATED USE OF LEASED PREMISES	
(1) "Leased Premises Location".....	That certain Premises located on the first floor of the Office Building (suite 100), as marked on EXHIBIT A attached hereto and made a part hereof shown consisting of approximately 3,832 square feet.
(2) "Office Building".....	Cobalt Building 301 East Main Street Louisville, Kentucky 40202
(3) "Stated Use".....	Commercial office space

(C) TERM	
(1) "Commencement Date".....	January 1, 2010
(2) "Rent Commencement Date".....	January 1, 2010
(3) "Initial Term".....	The initial five (5) year term commences at 12:00:01 am on the Commencement Date and ends at 11:59:59 pm on December 31, 2014 In the event the Premises are not ready for Lessee occupancy as a result of the Lessor failing to complete the Build-Out work (D 6) prior to the Commencement Date, then the five (5) year Lease Term shall not commence until the work has been completed and rent shall abate during such interim period.

(4) "Lease Year" The initial 12 month period commencing on January 1, 2010 and ending on December 31, 2010 and each 12 month period thereafter during the Term.

D. RENT, BUILD-OUT AND OTHER PROVISIONS:

- (1) "Fixed Annual Rent" during the Initial Term..... The Fixed Annual Rent due and payable with respect to the first 12 month Lease Year shall be \$ 45,984, payable \$ 3,832 per month on the first day of the month.
- The Fixed Annual Rent due shall be fixed for the initial two (2) Lease Years; thereafter it shall increase by 2% annually as follows:
- Yr #3: \$46,803.68 payable \$3,908.64/Mo.
 Yr #4: \$47,841.75 payable \$3,986.81/Mo.
 Yr #5: \$48,798.59 payable \$4,066.55/Mo.
- (2) "Security/Damage Deposit" \$3,832.00 payable upon execution
- (3) "Expense Sharing Percentage" 19.39%
- (4) "Initial Estimated Occupancy Costs Per Sq. Ft.." \$1.00 per square foot of leasable space. This rate shall be "fixed" for the Term of the Lease; thus superseding and nullifying Section 5.5 below.
- (5) "Estimated Annual Occupancy Costs" The initial "Annual Occupancy Cost" shall be established at \$3,832.00 per year (payable in equal monthly installments of \$319.33 each). This payment rate shall remain "fixed" for the Term of the Lease.
- (6) "Build-Out Allowance" Lessor will provide a space planner to Lessee to assist Lessee with determining appropriate office layout. Lessor will install new carpeting and will repaint the space. Lessor will pay the cost of moving and/or constructing any non-load bearing interior walls required within the space. All at no cost to Lessee.
- (7) Janitorial Lessor shall provide twice weekly janitorial services to Lessee at no cost to Lessee.

(8) Parking	Lessee will receive a total of eighteen (18) designated parking spaces at no cost to lessee as follows: <ul style="list-style-type: none"> - Eight (8) spaces in the lot to the east of the building: six (6) for employees plus two (2) marked for visitors - Ten (10) additional spaces to be designated (at Lessor's option) in one of three (3) "close by" lots: (a) across the street, (b) in large lot north of Washington St. behind the building, or (c) in lot immediately behind and adjacent to the building.
(9) Signage	Lessee shall be entitled to place signage on east exterior wall of the Building (visible to drivers heading west on Main Street toward downtown). Lessee shall be responsible for obtaining all regulatory approvals required for such signage.
(10) Broker	Lessee and Lessor acknowledge and confirm that UGL Equip Corporation is the sole broker involved in this transaction and it shall be compensated in accordance with the terms of a letter agreement executed with Lessor's affiliate dated September 1, 2009.

E. INITIAL ADDRESSES FOR NOTICES

Unless and until changed by any party, the "Initial Address" for each party for purposes of Section 21.8 of this Lease shall be the postal address set forth for such party in Section A above and/or, as applicable as to any other permitted method of transmission, such other contact information as is set forth below as to such party (including, but not limited to, any copy requirements provided for below):

<p>As To Lessor:</p> <hr/> <p>Cobalt 301 East Main, LLC 445 E. Market Street, Suite 320 Louisville, KY 40202 Attention: Managing Director Fax: (502) 589-8184 Email: tblue@cobaltventures.com</p>	<p>With a Copy To:</p> <p>Douglas C. Smith Cobalt Ventures, LLC Box 1509 Louisville, Kentucky 40201 Fax: (502) 689-6299 Email: dsmith@cobaltventures.com</p>
<p>As To Lessee(s):</p> <hr/> <p>The Leukemia & Lymphoma Society 1311 Mamaroneck Avenue, Suite 310 White Plains, N.Y. 10605 Attention: Rich Colbert Fax: Email:</p>	<p>With a Copy To:</p> <p>Attn: Fax: Email:</p>

(End of Special Terms and Conditions; Standard Terms and Conditions,
Signature Page, and Exhibits Follow)

INDEX OF DEFINED TERMS

Each of the following terms is defined at the page of this Agreement so indicated:

Additional Rent 6
 Affiliate 4
 Build-Out Allowance 3
 Build-Out Costs 3
 CERCLA 8
 Commencement Date 1
 CPI 4
 Effective Date 15
 Estimated Annual Charge For Occupancy Costs 2
 Expense Sharing Percentage 2
 Fixed Annual Rent 2
 GAAP 5
 Hazardous Substances 8
 Hazardous Wastes 8
 Initial Estimated Occupancy Costs Per Square Foot 3
 Initial Rent Payment 2
 Initial Term 1
 Lease Year 2
 Leased Premises 5
 Leased Premises Location 1

Leased Property 5
 Lessee 1
 Lessor 1, 10
 Liabilities 4
 Liability 4
 Month to Month Rent after Initial Term 1
 Occupancy Costs 4
 Office Building 1
 Person 5
 RCRA 8
 Real Estate Taxes 7
 Renewal Term 1
 Rent 6
 Rent Commencement Date 1
 Requirements of Law 5
 Rules and Regulations 5
 Security/Damage Deposit 2
 Stated Use 1
 Term 5
 Utilities 8

1. DEFINITIONS AND TERMS

1.1 Certain Definitions

As used in this Lease, and unless the context requires a different meaning:

(a) The term "Affiliate" with respect to any Person means (i) any individual, corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with, such Person, (ii) any shareholder, partner, director, board of directors, governor, member, trustee, beneficiary, employee, agent, or relative by blood or marriage of such Person or of any individual, corporation, partnership, limited liability company, trust, or other entity controlling, controlled by, or under common control with, such Person, and (iii) any personal representative, receiver, trustee in bankruptcy, guardian, curator, or conservator with respect to such Person.

(b) For all purposes of this Lease, the term "CPI" shall mean the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for "City Average for Urban Wage Earners and Clerical Workers, All Items, 1982 - 84 = 100." If the CPI ceases to incorporate a significant number of items incorporated therein as of the date of this Lease, or if a substantial change is made in the method of establishing the CPI, then the parties agree to replace the CPI with a reasonable substitute used by landlords and tenants in Louisville, Kentucky, for rent escalation/adjustment purposes.

(c) The term "Liability" or "Liabilities" with respect to any Person means any direct liability, indebtedness, obligation, contingent obligation, cost, expense, claim, loss, damage, deficiency, guaranty or endorsement (other than

endorsements for collection or deposits in the ordinary course of business) of or by such Person.

(d) The term "Occupancy Costs" with respect to the Office Building shall mean the total of any and all costs and expenses incurred by Lessor and/or by independent contractors employed by Lessor to operate, maintain, manage, administer, and repair (including replacement costs) the common areas and the Office Building, including, but not limited to, (i) those costs referred to in Sections 5.5(c), 7.2, 7.3(c), 8.1, and ~~Errata Reference sources not found~~ hereof, (ii) all costs for landscaping, irrigating, gardening, planting, cleaning, painting, striping, decorating, paving, roofing, lighting, sanitary control, removing and/or pushing snow, and removing trash, garbage and other refuse in dumpsters or other trash receptacles furnished by Lessor, (iii) the costs of constructing, maintaining, and repairing of on-site traffic controls, (iv) management fees for the Office Building equal to a maximum of 5% of the gross rents of the Office Building, (v) the costs of personnel (including, but not limited to, payroll taxes, workman's compensation insurance, unemployment insurance, health insurance and disability insurance), security, directing traffic and parking, (vi) a fixed charge for administrative and overhead costs equal to 15% of the total of all other Occupancy Costs, (vii) all costs for fire protection, (viii) all water and sewer charges, (ix) all costs of installing, renting and maintaining signs, (x) all costs for maintaining, repainting, and replacing utility systems (and components thereof) serving the common areas, (xi) all costs for termite and pest examination and extermination services and treatments, (xii) all costs for cleaning the exterior portion of all windows, doors and other glass, if Lessor determines, in Lessor's sole discretion, to institute such a cleaning program at any time and from time to time, (xiii) all advertising costs, and (xiv) all costs for seasonal decorations and installation thereof.

(e) The term "Person" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, syndicate, joint stock company, limited liability company, governmental authority, or other entity of any kind.

(f) The term "Rules and Regulations" means those certain rules and regulations with respect to the Office Building as are attached hereto and made a part hereof as EXHIBIT C, as such rules and regulations may be modified, amended, or otherwise changed by Lessor from time to time upon written notice to Lessee(s) (but only to the extent such modifications, amendments, or other changes are not inconsistent with any material provisions of this Lease).

(g) The term "Requirements of Law" means, as to any Person, any law, statute, treaty, rule, regulation, license or franchise or determination of an arbitrator or a court or other governmental authority, in each case applicable or binding upon such Person or any of its property or to which such Person or any of its property is subject or pertaining to any or all of the transactions contemplated or referred to herein.

(h) The term "Term" means the Initial Term together with any Renewal Terms which are implemented in accordance with the provisions of this Lease.

1.2 Accounting Terms

All accounting terms which are used in this Lease and which are not otherwise expressly defined in this Lease shall have the respective meanings given to them in accordance with generally accepted accounting principles ("GAAP"), consistently applied.

2. GRANT OF LEASED PREMISES AND LEASED EQUIPMENT AND TRADE FIXTURES

2.1 Grant of Leased Premises and Leased Equipment and Trade Fixtures

(a) For and in consideration of the rents, covenants and agreements hereinafter reserved and contained, Lessor hereby demises and leases to Lessee(s), and Lessee(s) hereby lease from Lessor, (i) an enclosed but otherwise unfinished shell office/retail space (the "Leased Premises") located at the Leased Premises Location (as described in Section B(1) above), together with the nonexclusive right to use the public entrances and other common areas and facilities located within the Office Building, as they may exist from time to time, jointly with other tenants of Lessor, subject, however, to any and all applicable Requirements of Law and Rules and Regulations of the Office Building, as the same may be changed from time to time during the Term, and (ii) all of the Leased Equipment and Trade Fixtures (the Leased Premises and Leased Equipment and Trade Fixtures are hereinafter sometimes referred to collectively as the "Leased Property").

(b) The Leased Premises shall consist of that area beneath the roof structure, to the interior faces of the exterior walls, or the center line of those walls separating the Leased Premises from other premises in the Office Building; provided, however, that, notwithstanding anything in this Lease which might be construed to the contrary, Lessor reserves the absolute right at any time to install, maintain, use, repair, and replace pipes, duct work, conduits, utility lines, and wires (i) through hung ceiling space, column space, and partitions within the Leased Premises,

(ii) in or beneath the floor slab of the Leased Premises, or (iii) otherwise above or below the Leased Premises. Lessor shall have exclusive use of the exterior walls, roof, and land beneath the Leased Premises.

3. TERM

3.1 Commencement of the Term

The Term of this Lease shall commence on the Commencement Date, although the period during which Rents shall accrue and be due and payable under this Lease shall not commence until the Rent Commencement Date (except to such extent, if any, that any Advance Rent Payment is required under Section D of this Lease).

3.2 Term

(a) The Initial Term of this Lease shall be as set forth in Section C(3) above.

(b) If (i) one or more Renewal Terms are permitted and provided for under Section C(5) above, (ii) this Lease is still in full force and effect at the time of Lessee(s)' election to implement such permitted Renewal Term and at the time of commencement of such elected Renewal Term, and (iii) Lessee(s) shall not be in default under this Lease at either such time, then Lessee(s) shall have the option to extend the Term of this Lease by such permitted Renewal Term; provided, however, that written notice of Lessee(s)' exercise of each such option to implement a permitted Renewal Term is delivered by Lessee(s) to Lessor not less than ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as the case may be, which is then in progress. The Term of this Lease shall not be renewable at the end of the last Renewal Term permitted under the provisions of Section C(5) above unless this Lease is amended in writing by agreement of the Lessor and Lessee(s) to provide for such renewal (neither party being under any obligation to so agree).

(c) The renewal of this Lease shall not be deemed to correct or obviate the need to correct any default hereunder, and such renewal shall not affect in any way the right of either party under this Lease to exercise any of such party's rights or remedies in the event of a default by the other party either before or after the effective date of such renewal.

3.3 Holding Over

In the absence of a written agreement to the contrary between the parties or the valid exercise by Lessee(s) of an option to extend the Term of this Lease by any of the Renewal Terms pursuant to Section 3.2(b) above, if Lessee(s) remains in possession of all or any part of the Leased Property after the expiration of the Term or the sooner termination of this Lease as hereinafter provided, Lessee(s), at the option of Lessor, shall be deemed to be occupying the Leased Premises and/or using the Leased Equipment and Trade Fixtures as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as the same are reasonably applicable to a month-to-month tenancy; provided, however, that the monthly installment of Fixed Annual Rent due and payable with respect to such month-to-month tenancy shall be an amount equal to 150% of the amount of the last month of the Term prior to the commencement of the month-to-month tenancy. In the event of such month-to-month tenancy, either party shall have the right to terminate such month-to-month tenancy on 90 days' notice to the other.

3.4 Lessor's Right of Entry; "For Lease" Signage

Lessor or Lessor's agents shall have the right to enter the Leased Premises at all reasonable hours during the day (i) to examine the same, (ii) to make such repairs and alterations as may be necessary for the safety and preservation of the Leased Property and/or the Office Building (but without any obligation to make any such repairs or alterations), or (iii) to exhibit the Leased Property "For Lease." Lessor or Lessor's agents shall also have the right to put upon the Leased Premises the usual signs and notices stating that the Leased Property is "For Lease" 60 days preceding the expiration of the Term (unless, prior to such 60 day period, Lessor and Lessee(s) have entered into a written amendment of this Lease, or, alternatively, a new Lease, providing for the continued lease of the Leased Property by the Lessee(s) upon such expiration of the Term). No such "For Lease" sign or notice posted by Lessor in accordance with the provisions of this Section 3.4 shall be removed by the Lessee(s).

4. POSSESSION AND COMMENCEMENT OF LEASEHOLD IMPROVEMENTS

The leased Property shall be delivered to Lessee(s) by Lessor in an "as is" condition. Taking possession of all or any portion of the leased Property by Lessee(s) shall be conclusive evidence that Lessee(s) have accepted the Leased Property in an "as is" condition and that such condition was at such time satisfactory to lessee(s) and in conformity with the provisions of this Lease

(The balance of this Section intentionally left blank)

5. RENT

5.1 Payment of Rent

Lessee(s) shall pay to Lessor, Lessor's heirs, Lessor's successors in title and assigns, or to Lessor's agent, as applicable, all Fixed Annual Rent, Additional Rent, portions of the Occupancy Costs, and any other amounts due Lessor under the terms of this Lease (collectively, the "Rent") at such times and in such manner as is provided under the terms and conditions of this Lease

5.2 Rent Commencement Date

(a) Except to such extent, if any, that any Advance Rent Payment is required under Section D of this Lease, Lessee(s) shall commence paying Rent on the Rent Commencement Date as specified in Section C(2) above.

5.3 Fixed Annual Rent

(a) The Fixed Annual Rent due and payable with respect to each Lease Year during the Term shall be as set forth in Section D above.

(b) The Fixed Annual Rent with respect to each Lease Year during the Term shall be due and payable (without any diminution, abatement, setoff or deduction whatsoever) in lawful money of the United States of America by Lessee(s) to Lessor in equal monthly installments without prior demand therefor, which monthly installments shall be paid in advance on the first day of each month during the Term.

(c) The Fixed Annual Rent for any partial month during the Term shall be due and payable on a prorated basis in accordance with the number of days of such month which fell within the Term.

5.4 Additional Rent

Lessee(s) agree to pay as additional rent ("Additional Rent") to Lessor or to such other individual or entity as may be required under the terms and conditions of this Lease (i) a prorata share of the Occupancy Costs with respect to the Office Building, (ii) any and all personal property taxes, sales taxes, or other amounts assessed against Lessor with respect to any or all of the Leased Equipment and Trade Fixtures, (iii) any and all other sums which may become due and payable by reason of the failure of Lessee(s) to comply with any or all of the covenants of this Lease, and (iv) any and all damages, costs and expenses which Lessor may suffer or incur by reason of any default of Lessee(s) or failure on Lessee(s)' part to comply with each and every covenant of this Lease.

5.5 Occupancy Costs

(a) In addition to the payment of the Fixed Annual Rent provided for under Section 5.3 above and any other sums due and payable by Lessee(s) under in this Lease, Lessee(s) shall pay to Lessor, on demand, as Additional Rent, a prorata share of all Occupancy Costs with respect to the Office Building, which prorata share shall be an amount equal to the product of (i) the total Occupancy Costs with respect to the Office Building, multiplied by (ii) the Expense Sharing Percentage with respect to the Leased Premises (as set forth in Section D(3) above); provided, however, that to the extent any particular Occupancy Costs are directly attributable to the Leased Premises, Lessor may, at Lessor's sole option, bill such amount directly to Lessee(s) and such amount shall then be due and payable by Lessee(s) to Lessor upon demand, as Additional Rent, without proration of such expense as provided above (in which case such wholly allocated amount shall be excluded from the computation of total Occupancy Costs in determining Lessee(s)' prorata portion of such remaining Occupancy Costs.

(b) Total Occupancy Costs subject to proration under the provisions of Section 5.5(a) above are initially estimated to be equal to the Initial Estimated Occupancy Costs Per Square Foot (as specified in Section D(4) above)

(c) Commencing upon execution of this Lease, Lessee shall pay to Lessor an estimated annual charge with respect to Occupancy Costs equal to the Estimated Annual Charge for Occupancy Costs (as specified in Section D(5) above), which minimum amount shall be due and payable by Lessee(s) to Lessor, as Additional Rent, in equal monthly installments as set

forth in Section D(5) above. Such monthly installments shall be due and payable to Lessor at the same time and place as, and shall be paid together with, the monthly installments of Fixed Annual Rent required to be paid under Section 5.3(b) above. Unless delayed by causes beyond Lessor's reasonable control, Lessor shall deliver to Lessee within 120 days after the end of each calendar year, a written statement setting out in reasonable detail the total amount of Occupancy Costs with respect to the Office Building for such calendar year. If the Estimated Annual Charge for Occupancy Costs actually paid by Lessee(s) to Lessor during such calendar year is less than, or greater than, the actual prorata portion of total Occupancy Costs that should have been paid by Lessee(s) for such calendar year, then, within 30 days after the date of delivery of such written statement, Lessee(s) shall pay to Lessor, or Lessor shall refund to Lessee(s), whichever may be applicable, the amount of such difference, without interest. The Estimated Annual Charge for Occupancy Costs shall be adjusted annually to an amount equal to the amount of actual Occupancy Costs due and payable during the prior calendar year, payable in equal monthly installments and subject to corrective payments and annual adjustment in the same manner as provided above. The obligation to pay the annual adjustment in Occupancy Costs in accordance with this Section 5.6(c) shall survive the expiration or other termination of this Lease.

5.6 Place for Payment

The Fixed Annual Rent and any other amounts which may become due and payable from Lessee(s) to Lessor under this Lease shall be payable at the same place as Lessor may specify in writing from time to time for the giving of notices, as provided in Section 21.8 below, and Lessee(s) shall continue to pay such Fixed Annual Rent and other applicable amounts to the address so specified until written notice of a changed address is given by Lessor to Lessee(s) in the manner so prescribed for the giving of notices.

5.7 Nonwaiver of Conditions

No extension of time for payment of Rent, indulgence or change by Lessor of the mode or time of payment of Rent upon any occasion shall be construed as a waiver of the provisions of this Article or as requiring a similar extension, indulgence or change by Lessor on any subsequent occasion.

5.8 Security/Damage Deposit

As security for the performance and observance by Lessee(s) of its obligations under this Lease, Lessee(s) shall deposit with Lessor at the time of execution of this Lease an amount equal to the Security/Damage Deposit, if any, specified in Section D(2) above, which sum shall be held by the Lessor as a security/damage deposit throughout Lessee(s)' occupancy of the Leased Premises. Said Security/Damage Deposit shall also be available to Lessor for expenses Lessor may incur to return the Leased Property back to its original condition through repair or replacement (or other condition as may be required under the terms and conditions of this Lease), ordinary wear and tear accepted, in which case such Security/Damage Deposit shall thereafter be retained by Lessor as Lessor's own property free and clear of any obligation to return such Security/Damage Deposit to Lessee(s) or otherwise use or apply such Security/Damage Deposit for any other purpose. Upon expiration of this Lease, if Lessee(s) is not in default of the terms, conditions and/or covenants of this Lease, Lessor shall return to Lessee(s) the Security/Damage Deposit, or balance thereof then held by Lessor, without interest. If Lessor applies all or any part of the

Security/Damage Deposit to cure a default by Lessee(s) during the Term of this Lease, Lessee(s) shall, upon request, immediately redeposit with Lessor the amounts so applied. Lessor shall not be required to hold the Security/Damage Deposit as a separate account, but may commingle it with Lessor's other funds.

5.9 Special Rule in The Case of Restaurants or Shops

(This Section intentionally left blank)

6. QUIET ENJOYMENT, VIOLATION OF LAW

6.1 Quiet Enjoyment of Lessee

Subject to the terms, conditions and covenants contained in this Lease, Lessor covenants that Lessee(s), upon paying the Rent and complying with the terms, covenants and conditions herein, shall and may peaceably and quietly have, hold and enjoy the Leased Property during the Term.

7. CONDITIONS, TAXES, AND UTILITIES

7.1 Lease Conditions

The Premises are leased subject to the following conditions:

- (a) All conditions, restrictions and limitations appearing of record;
- (b) Zoning ordinances and binding elements now or hereafter affecting the Leased Premises;
- (c) Easements for public utilities and easements of any public highways;
- (d) Rules and Regulations of the Office Building, as the same may be changed from time to time.

7.2 Taxes

(This Section intentionally left blank)

7.3 Utilities

(a) Lessee(s) agree to pay for all electricity, heat, water, sewer service charges, gas, and other public utilities used in or about the Leased Premises. To the extent reasonably feasible, Lessee(s) shall have such utilities with respect to the Leased Premises separately metered or assessed in the name of Lessee(s) during the Term.

(b) Lessor does not represent or warrant the adequacy or uninterrupted availability of utilities, which may be temporarily discontinued or diminished for any reason, whether by accident, emergency, causes beyond Lessor's control, or otherwise. Any such interruption or diminishment shall not render Lessor liable to Lessee(s) in damages by statement of Rent or otherwise, or relieve Lessee(s) from the obligation to perform its covenants and agreements under this Lease. If however, such an interruption in utility service is entirely within the power of the Lessor to restore, rent shall be abated during the period of such interruption.

(c) If any utilities are not separately metered or assessed and are used in common with other lessees in the Office Building, then in addition to payment of Lessee(s)' separately metered charges, Lessee(s) shall reimburse and pay to Lessor, as part of the Occupancy Costs payable by Lessee(s) as Additional Rent under this Lease, Lessee(s)' prorata share of such utility charges.

8. INSURANCE

8.1 Lessee(s)' Payment of Prorata Portion of Common Insurance Costs

Lessee(s) agree to reimburse and pay to Lessor, as part of the Occupancy Costs payable by Lessee(s) as Additional Rent under this Lease, Lessee(s)' prorata share of the cost of fire and casualty insurance premiums upon the Leased Premises and upon the Office Building of which the Leased Premises are a part, as well as the cost of liability insurance coverage for common areas.

8.2 Insurance on Leased Equipment and Trade Fixtures and on Lessee(s)' Property

Lessee(s) shall, at Lessee(s)' own cost and expense, keep all of the Leased Equipment and Trade Fixtures and all of Lessee(s)' inventory, fixtures, improvements and property insured against all casualties. Lessee(s) shall furnish to Lessor one or more certificates of insurance issued by one or more financially responsible insurance companies licensed to do business in Kentucky, showing that such policies of insurance are continuously in effect during the Term of this Lease, and that the same may not be canceled on less than 30 days prior written notice to Lessor. Lessor shall be named as an additional insured under such policies with respect to all of the Leased Equipment and Trade Fixtures.

8.3 Indemnity of Lessor; Lessee(s)' Public Liability and Property Damage Insurance

Lessee(s) shall indemnify and hold Lessor harmless from, and Lessor shall not be held responsible for and is hereby expressly relieved from, any and all Liability by reason of any injury, loss or damage to any Person or property in or about the Leased Premises, however caused, whether the loss, injury or damage be to the person or property of Lessor, Lessee(s) or any

other Person unless such loss is due to the Lessor's gross negligence. Lessee(s) shall carry public liability and property damage insurance for this purpose with limits of not less than \$1 million per occurrence, combined single limit and \$6 million general aggregate inclusive of contractual liability coverages. Lessee(s) shall furnish to Lessor one or more certificates of insurance issued by one or more financially responsible insurance companies licensed to do business in Kentucky, showing that such policies of insurance are continuously in effect during the Term of this Lease, and that the same may not be canceled on less than 30 days prior written notice to Lessor. Lessor shall be named as an additional insured under such policies.

9. USE OF THE LEASED PROPERTY; ENVIRONMENTAL CONDITIONS; COMPLIANCE WITH LAW

9.1 Stated Use of Leased Premises

Lessee(s) agree that Lessee(s) will use the Leased Property for the Stated Use (as set forth in Section 8(3) above) and that such use will be strictly (i) in compliance with all zoning requirements and other Requirements of Law and (ii) in such manner as will not create a nuisance, otherwise disturb, or otherwise interfere with the quiet enjoyment of the Office Building by, any other tenants of the Office Building. Lessee(s) shall not occupy or use the Leased Property in any other manner or for any other purpose than as provided above.

9.2 Environmental Conditions

Lessee(s) further agree that Lessee(s) will not violate any environmental statutes or regulations, or permit or cause any hazardous materials, substances or wastes to be stored or used on, in, under or affecting all or any portion of the Leased Premises or any surrounding areas. Lessee(s) hereby covenant and agree, at Lessee(s)' sole cost and expense, to indemnify, protect and hold harmless Lessor against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses (including, without limitation, reasonable attorneys' and experts' fees and disbursements) of any kind or of any nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Lessor or the Leased Premises and arises from or out of or in connection with the use or placement of any hazardous materials by Lessee(s) on, in or under any portion of the Leased Premises or any surrounding areas, or the enforcement of this Lease. Lessee(s) expressly agree that Lessee(s) shall not permit or cause to be constructed on, at, or under the Leased Premises any tanks or other containers to store hazardous substances. Hazardous substances, materials and wastes shall include all "Hazardous Wastes" or "Hazardous Substances" as those terms are defined in Section 1004 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6903 of the regulations promulgated under Section 3001 of RCRA, 42 U.S.C. Section 6921, Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601(14), as such statutes may be modified or amended in the future. Lessee(s) will not be held responsible in any manner for any environmental conditions of the Leased Premises/Office Building and surrounding property existing prior to the Possession date.

9.3 Compliance with Law

Lessor shall deliver the Premises to Lessee which is in compliance with all applicable zoning laws. Lessee shall comply

at all times with all applicable Requirements of Law and shall promptly correct any violation or deficiency following receipt of notice thereof from any duly constituted public authority. Lessee(s) hereby indemnify and hold Lessor harmless from any and all penalties, fines, costs or damages resulting from Lessee(s) occupancy and use of the Leased Property.

9.4 Rules and Regulations

Lessee(s) shall at all times comply with any and all applicable Rules and Regulations with respect to the Office Building, as the same may be changed from time to time by Lessor (but only to the extent such changes are not inconsistent with any material provisions of this Lease). Each such provision of the Rules and Regulations shall be deemed to be a covenant of this Lease to be performed and observed by Lessee(s).

10. LEASEHOLD IMPROVEMENTS; ALTERATIONS; LIENS

10.1 Leasehold Improvements

All work to be performed by Lessee(s) shall be subject to Lessor's prior written approval (including approval of all plans and specifications), which approval shall not be unreasonably withheld. All plans, specifications, construction and completed improvements shall be reviewed and approved by an architect engaged by Lessee(s), at Lessee(s) expense, and approved by Lessor. All construction by Lessee shall be in a good and workmanlike manner and in conformity with all applicable Requirements of Law.

10.2 Alterations

No alterations, additions or improvements to the Leased Property, except such as may be provided for in this Lease, shall be made by Lessee(s) without first having the consent, in writing, of Lessor. The Lessee(s) shall pay for all such alterations, additions and/or improvements to the Leased Property except to such extent, if any, that any Build-Out Allowance by Lessor is specifically and expressly provided for under this Lease or to such extent, if any, as may be otherwise expressly provided under this Lease. Any improvements, additions or alterations made by Lessee(s) after such consent shall have been given, including any and all fixtures installed (including, but not limited to, any trade fixtures), shall, unless otherwise agreed in writing by Lessor in Lessor's sole discretion, remain on the Leased Premises as the property of Lessor, or if directed in writing by Lessor, shall be removed therefrom and the Leased Premises restored to their original condition, ordinary wear and tear excepted, at the cost of Lessee(s), at the expiration of the Term or the sooner termination of this Lease as hereinafter provided. Any roof penetration approved by Lessor, shall be made by Lessor's roofer at the cost of Lessee(s) and in such manner as will not violate any existing roof warranties.

10.3 Activities By Lessor

If Lessor undertakes, at Lessee(s)' request, to provide, coordinate, or supervise the construction of any leasehold improvements or other work, or the acquisition or installation of any of Leased Equipment and Trade Fixtures or other fixtures or equipment, (i) such activities shall be conclusively deemed to be an accommodation for Lessee(s) and subject in all respects to the terms and conditions of this Lease, (ii) Lessor shall have no duties, liability or obligations, fiduciary or otherwise, to Lessee(s)

or any other Person by reason of, or in connection with, any such activities, and (iii) Lessee(s) shall indemnify and hold Lessor harmless from any and all costs or expenses incurred in connection with such activities and from any costs or liability by reason of any injury, loss or damage to any Person or property in or about the Leased Premises, however caused, whether the loss, injury or damage be to the person or property of Lessee(s) or any other Person.

10.4 Liens

Lessee(s) agree to hold Lessor harmless from and against any claim or lien of mechanics, materialmen or others in connection with any alterations, additions or improvements of or to the Leased Property. Lessee(s) will furnish such waiver or waivers of liens and appropriate affidavits from the general contractor, subcontractors, vendors, suppliers, or service persons as Lessor may require before Lessee(s) start any work in connection with making alterations, additions or improvements to the Leased Property, or at Lessor's option, will furnish a performance bond.

11. MAINTENANCE AND REPAIRS; SIGNS

11.1 Maintenance and Repairs By Lessor

(a) Lessor shall exercise Lessor's reasonable best efforts to keep, operate and maintain in good condition, appearance and repair, and to make any necessary replacements and/or improvements to, (i) the exterior of the Office Building, including the structural portions of the Office Building, roof, walls, foundations, guttering and downspouts, (ii) the plumbing, electrical, heating and cooling systems, and (iii) the common areas of the Office Building, including, but not limited to, customer and employee parking areas, access roads, corridors, stairs, driveways, landscape areas, truck service ways, loading dock areas and facilities, ramps and sidewalks, plantings and shrubbery, lighting of common areas of the Office Building, and the general sprinkler system of the Office Building.

(b) Lessee(s) agree to report immediately in writing to Lessor any defective condition in or about the Leased Premises known to Lessee(s) which Lessor is required to repair, and failure to so report shall make Lessee(s) liable to Lessor for any expense, damage or liability resulting from such defects.

(c) In the event Lessor fails, within seven (7) business days of notice, to repair any reported defective condition in or about the Leased Premises, that causes the Lessee not to be able to operate in the Premises, then Lessee shall have the right to perform such repair and deduct the actual cost of said repair from future rents.

11.2 Maintenance and Repairs by Lessee

(a) Except as may be specifically provided in Section 11.1 above, Lessee(s) shall continuously keep and maintain every other part and portion of the Leased Premises, including, but not limited to, all doors, plate glass, ceilings, inside walls, carpeting and floor surfaces, Leased Equipment and Trade Fixtures, other fixtures, other equipment, and appurtenances thereof (regardless whether any such fixtures, equipment, or systems, or parts thereof, which relate to, or service, the Leased Premises are physically located within the Leased Premises or elsewhere in or around the Office Building), in good order and repair and will make all necessary repairs and replacements thereto, all at Lessee(s)' own expense.

(b) Lessee(s) shall keep the Leased Property in such order as will reflect favorably upon the reputation of the Office Building, and clean and free of all dirt, debris and other refuse. Lessee(s) shall be responsible for all janitorial services within the Leased Premises.

(c) Lessee(s) will surrender the Leased Property at the expiration of the Term or upon the sooner termination of this Lease as hereinafter provided in as good a condition as when received (or, if Lessor elects to have any improvements, additions, and/or alterations remain on the Leased Premises following the expiration of the Term or the sooner termination of this Lease, as provided under Section 10.2 above, then in as good a condition as when such improvements, additions, and/or alterations were first installed or constructed on the Leased Premises, as the case may be), ordinary wear and tear excepted.

(d) If Lessee(s) fail to perform any of Lessee(s)' obligations as above referred to, then on not less than seven (7) business days' notice to Lessee(s), Lessor may (but shall have no obligation to) enter the Leased Premises and perform such obligation without liability to Lessee(s) for any loss or damage to Lessee(s) thereby incurred, and Lessee(s) shall pay Lessor for the cost thereof, plus ten percent (10%) of such cost for overhead and supervision, within fifteen (15) days following Lessee(s)' receipt of Lessor's invoice therefor. Furthermore, Lessor shall at all times have the right (but not the obligation) without prior notice to (i) make emergency repairs to the Leased Property, and (ii) contract for preventative maintenance checks, filter changes, repairs and replacement, and service for Lessee(s)' air conditioning and heating system serving the Leased Premises.

11.3 Signs

Except for the signage specifically authorized by Section D 9 above, Lessee(s) shall not be permitted to paint, place, erect or cause to be painted, placed or erected, any signs in, about, or outside of the Leased Premises without first obtaining written consent from Lessor, which written consent shall not be unreasonably withheld. At or prior to the expiration or sooner termination of the Term of this Lease, Lessee(s) shall remove any signs so painted, placed or erected, and shall restore the walls and other portions of the Leased Premises (and Office Building, to the extent applicable), to which any of the said signs were attached, to their former condition.

12. FIRE, CASUALTY, AND RECONSTRUCTION

12.1 Fire, Casualty and Reconstruction

Lessee(s) shall use every reasonable precaution against fire or other casualty and shall, in case of fire or other casualty, give immediate notice thereof to Lessor. Lessee(s) shall cause the damage to the Leased Property to be promptly repaired and reconstructed or replaced, at Lessee(s)' cost and expense. Notwithstanding the above, should the Office Building in which the Leased Premises are located (excluding the Leased Property which is the responsibility of Lessee) be so damaged that Lessor shall decide not to repair, reconstruct or replace the same either temporarily or permanently, then Lessor shall have the right to terminate this Lease in the event Lessor so elects not to repair or reconstruct the Office Building, this Term of this Lease shall terminate as of the date of casualty and Lessee(s) shall not be obligated to repair, reconstruct, or replace the damaged Leased Property; provided however, (i) Lessee(s) shall nevertheless be obligated to comply with all of the terms and conditions of this Lease up to the date of casualty including, but not limited to, the

payment of Rent, (ii) all insurance proceeds shall belong to the Lessor, and (iii) hereafter neither party shall have any right or obligation to recognize this Lease if the damaged improvements be later repaired or rebuilt or the other Leased Property repaired or replaced. In the event that Lessor elects not to repair, reconstruct, or replace, Lessor shall notify Lessee(s) of such election on or before 90 days after said damage has occurred. In such event, the Rent shall be abated as of the date of the casualty.

13. LIMITATION OF LESSOR'S LIABILITY, DAMAGE TO LEASED PREMISES, WAIVER OF SUBROGATION

13.1 Limitation of Lessor's Liability

(a) Transfer of Ownership

The term "Lessor" as used in this Lease, insofar as any covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner(s) at the time in question of the fee simple title to the Office Building in which the Leased Premises are located, and in the event of any transfer or transfers of such fee simple title, the then transferor of the fee simple title shall be automatically relieved after the date of such transfer or conveyance of all liability as respects the performance of any obligations on the part of Lessor contained in this Lease thereafter to be performed, it being intended hereby that all the obligations contained in this Lease on the part of Lessor shall be binding upon Lessor and Lessor's assigns only during and in respect of their respective period of ownership of the fee simple interest in the Office Building on which the Leased Premises are located; provided, however, that no Transferor shall be so relieved of liability hereunder until the transferee expressly assumes all obligations of Lessor hereunder in a written instrument directed to Lessee(s). In the event the Building is sold to a third party, the deposit required under Section D 2 shall be transferred to the new owner.

(b) Leasehold Estate Limitation

Notwithstanding any provision in this Lease to the contrary, Lessee(s) agrees that Lessee(s) shall look solely to Lessor's interest in Office Building under this leasehold estate in the event of any default or breach by Lessor with respect to any of the terms and provisions of this Lease on the part of the Lessor to be performed or observed, and no other assets of Lessor shall be subject to levy, execution or other judicial process or/for award for the satisfaction of any claim by Lessee(s).

(c) Lessee(s)' Waiver of Claims

Lessee(s) agrees that Lessor and Lessor's agents and employees shall not be liable for, and Lessee(s) hereby releases them from any and all claims for and damage to person or property sustained by Lessee(s) or any person claiming through Lessee(s) resulting from any fire, accident, occurrence or condition in or upon the Leased Premises and/or the Office Building of which the Leased Premises are a part, including, but not limited to, such claims for damages resulting from (i) any defect in or failure of plumbing, heating or air conditioning equipment, electrical wiring or installation thereof, water pipes, stairs, railings, walks, parking areas and drives; (ii) any Leased Equipment and Trade Fixtures, or other equipment or appurtenance, becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Leased Premises; (iv) the back up of any sewer pipe or downspout; (v) the escape of steam, water or gas; (vi) water being upon or coming through the

roof or any other place upon or near the Leased Premises; (vii) broken glass, and (viii) any act or omission of covenants by Lessor.

13.2 Damage to Leased Premises

Lessee(s) will repair or replace promptly at its own expense any damage or loss to the Leased Property regardless of fault or by whom such damage shall be caused, unless caused by Lessor, Lessor's agents, employees or contractors; and should Lessee(s) fail to make such repairs or replacement, Lessor may make the same and Lessee(s) shall pay the cost thereof to Lessor promptly upon Lessor's demand. Lessee(s) shall not place weights on any portion of the Leased Premises beyond the safe carrying capacity of the structure, nor overload the electric wiring.

13.3 Waiver of Subrogation

It is agreed by the undersigned parties that if the Leased Premises or contents thereof or any of the Leased Equipment and Trade Fixtures shall be damaged or destroyed by an insured peril, then, and to the extent allowable without invalidating such insurance, and whether or not such damage or destruction was caused by negligence of the other party, neither party shall have any liability to any insurer of the other for or in respect of such damage or destruction. Lessee(s) shall furnish a Certificate of Insurance evidencing the above if requested by Lessor.

14. EMINENT DOMAIN

14.1 Condemnation

If the whole or any part of the Office Building of which the Leased Premises are a part, shall be taken under the power of eminent domain then this Lease shall terminate as to the part so taken on the day when Lessee(s) is required to yield possession thereof, and Lessor shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition. If such taking substantially impairs the usefulness of the Office Building in which the Leased Premises are located, then both Lessor and Lessee shall have the option to terminate this Lease as of the date possession is given to the condemning authority. All compensation awarded for such taking of the fee and the leasehold shall belong to and be the property of the Lessor, provided, however, that the Lessor shall not be entitled to any portion of the award made to the Lessee(s) for loss of business and/or for the cost of removal of Lessee(s)' stock and fixtures.

15. LESSEE(S)' DEFAULT; WAIVER BY LESSOR

15.1 Lessee(s)' Default

If Lessee(s) shall (i) fail to pay the Fixed Annual Rent, Additional Rent, prorata share of Occupancy Costs, or any other amounts provided for herein when due, (ii) fail for a period of 10 days after written notice by Lessor to comply or commence compliance in good faith with any of the other terms, covenants or conditions of this Lease, (iii) fail to timely pay any amounts due and payable under, or otherwise default in the performance of any of Lessee(s)' duties or obligations under, any equipment lease, loan, or other contract or agreement entered into by Lessee(s) with any Affiliate of Lessor or any other Person, (iv) abandon or vacate the Leased Premises or any part thereof before the end of the Term and cease to pay the rent as due, (v) be adjudicated bankrupt or insolvent according to law, (vi) make an assignment for the benefit of creditors, or, (vii) suffer or incur an involuntary

assignment or attachment on or levy on Lessee(s)' interest herein, then and in any of said cases, Lessor may lawfully enter upon the Leased Premises or any part thereof and repossess the Leased Property as the former estate of Lessor and expel Lessee(s) and those claiming under and through Lessee(s), and remove Lessee(s)' effects, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of Rent or breach of covenants. Upon such entry by Lessor, this Lease shall terminate, but Lessee(s) shall nevertheless remain fully liable for all Fixed Annual Rent, Additional Rent, Build-Out Costs, other amounts due pursuant to the terms of this Lease, and any damages which may be due or sustained prior thereto, and all reasonable costs, professional fees and expenses incurred by Lessor in leasing the Leased Property to another lessee or lessees, and the Lessee(s) shall further be liable for liquidated damages equal to the total Rent which, but for termination, would have become payable during the unexpired portion of the Term remaining at the time of such termination, less the amount of Rent, if any, which Lessor actually receives during such period from others to whom the Leased Property is rented, any such rental to be on such terms and conditions and at such Rent as Lessor in Lessor's sole discretion, shall deem proper. In no event shall Lessee(s) be entitled to any rents in excess of that being paid by Lessee(s) under the terms of this Lease. Such liquidated damages shall be payable immediately upon termination of this Lease under this Section 15.1, or, at Lessor's election, in equal monthly installments during what would have been the unexpired Term of this Lease, but for such termination. In the event Lessee(s) default in the performance of this Lease prior to the completion of the second Lease Year, Lessee(s) specifically agree that Lessor shall have the right to collect a pro rata portion of the agreed upon Build-Out Costs as damages. The remedies provided in this Lease shall be cumulative and in addition to those to which Lessor might otherwise be entitled, either at law or in equity.

15.2 Waiver by Lessor

Waiver by Lessor of any breach of the terms hereof by Lessee(s) or any indulgence by Lessor of Lessee(s) as to the time of payment of any installment of Rent at any time, or from time to time, shall not be construed to be a waiver of any subsequent breach or imply any future indulgence.

16. INTEREST ON ARREARAGES; LITIGATION

16.1 Interest on Arrearages; Late Charge

(a) All arrearages in the payment of any Rent which is not paid within 10 days following the due date therefor shall bear interest from such due date at the maximum lawful rate, and if none, then at the rate of 8% per annum, until paid. This provision is in addition to and supplements all other related or applicable provisions in this Lease.

(b) Notwithstanding the above, in order to recover extra expenses involved in handling delinquent payments, Lessee(s) shall pay a "late charge" of \$100.00 when any installment of Rent is paid more than 15 days after the due date thereof. It is hereby understood that the "late charge" is for the extra expense incurred by the Lessor in processing the delinquency and is not interest.

16.2 Litigation

In the event that Lessor shall, without fault on Lessor's part, be made party to any litigation commenced by or against

Lessee(s) (except litigation commenced by Lessee(s) against Lessor for nonperformance of the terms, covenants and agreements contained in this Lease on the part of Lessor to be kept or performed), then Lessee(s) shall furnish legal representation to Lessor which is satisfactory to Lessor and shall pay all costs and expenses incurred in connection with such litigation and legal representation.

17. SUBORDINATION OF LEASE TO MORTGAGE

17.1 Subordination of Lease to Mortgage

On written request by Lessor, Lessee(s) shall execute and deliver an agreement subordinating this Lease to any mortgage upon the Leased Premises, provided, however, such subordination shall be upon the express condition that the validity of this Lease shall be recognized by the Mortgagee, and that, notwithstanding any default by the Mortgagor with respect to said mortgage or any foreclosure thereof, Lessee(s)' possession and right of use under this Lease in and to the Leased Premises shall not be disturbed by such Mortgagee unless and until Lessee(s) shall breach any of the provisions hereof, and/or this Lease or Lessee(s)' right to possession hereunder shall have been terminated in accordance with the provisions of this Lease. Should Lessee(s) fail to execute such Subordination Agreement within 10 days following receipt of a written request from Lessor, then Lessee(s) hereby gives Lessor, Lessee(s)' power of attorney to prepare and execute on behalf of Lessee(s), such Subordination Agreement

18. ASSIGNMENT AND SUBLETTING

18.1 Assignment and Subletting

Lessee(s) shall not assign this Lease or sublease the Leased Property or any part thereof, or permit any other Person to occupy or use the Leased Property or any part thereof (other than employees, customers, and invitees of Lessee(s) in the ordinary course of Lessee(s)' business), without the prior written consent of Lessor, which consent shall not be unreasonably withheld. No such assignment, sublease, or permitted occupation shall release or relieve Lessee(s) of any liability or obligation under this Lease except to the extent, if any, such liability or obligation is fully paid or performed by the permitted assignee, sublessee, and/or occupier. The sale of a majority equity interest in any Lessee(s) (in terms of voting power and/or liquidation or distribution rights) shall be deemed an assignment within the meaning of this provision.

19. PARKING

Lessee(s) and Lessee(s)' employees, customers, and invitees, along with other tenants of the Office Building and their employees, customers, and invitees, shall share common usage of the available, unreserved, parking spaces "on-site" as well as the available, unreserved, spaces in the parking lot across from the Office Building, on the south side of Market Street. Lessor may, at any time and with or without compensation, reserve any or all of such parking spaces for the exclusive use of any one or more Persons, without prior notice to Lessee(s). Unless and only to such extent, if any, otherwise specifically and expressly provided in this Lease, Lessor does not warrant or guarantee the availability of any parking spaces to or for the benefit of Lessee(s) or any of Lessee(s)' employees, customers, or invitees.

20. GUARANTY BY GUARANTOR(S)

(This Section intentionally left blank)

21. GENERAL; MISCELLANEOUS

21.1 Joint and Several Liability

In the event that any two or more Persons shall sign this Lease, or any separate instrument with respect to this Lease, as Lessee(s) or Guarantor(s), the liability of each such Person to pay Rent and perform all other obligations of the Lessee(s) or Guarantor(s) hereunder shall be deemed to be joint and several. In the event that the Lessee(s) or any such guarantor shall be a partnership or other business association, the partners or members of which are, by virtue of statute or general law, subject to personal liability, then and in such event, the liability of each such partner or member shall be deemed to be joint and several.

21.2 Certificates

Within 10 days following receipt of a written request from Lessor, Lessee(s) shall execute, acknowledge and deliver to the Lessor a written statement certifying (i) that this Lease is in full force and effect and unmodified or, if modified, stating the nature of such modification, (ii) the date to which Rent has been paid, and (iii) that there are not, to the Lessee(s)' knowledge, any uncured defaults, or specifying such defaults, if any are claimed. If the Lessee(s) fails to execute such written statement, then the Lessor shall have the Lessee(s)' power of attorney to prepare and execute on behalf of the Lessee(s), such certificate.

21.3 Broker's Commission

(This Section intentionally left blank and superseded by Section D 10)

21.4 Not a Joint Venture

Nothing contained in this Lease shall be deemed or construed by the parties hereto, or by any third party, as creating, or manifesting any intention to create, any relationship of principal and agent, partnership, or joint venture between or among any of the parties.

21.5 Applicable Law

This Lease shall be construed and interpreted in accordance with the laws of the Commonwealth of Kentucky without regard to any conflict of laws provisions.

21.6 Entire Agreement; Modification; Waiver.

It is expressly understood and agreed by and among the parties hereto that (i) this Lease sets forth all of the promises, agreements, representations, warranties, conditions and understandings among the parties with respect to the subject

matter hereof, (ii) this Lease supersede all prior and/or other contemporaneous promises, agreements, representations, warranties, conditions, and understandings, oral or written, of the parties (including, but not limited to, any letter of intent, letter of mutual understandings in principle, and/or term sheet), and (iii) there are no other promises, agreements, representations, warranties, conditions or understandings, either oral or written, among them other than as are set forth in this Lease. It is further understood and agreed that no subsequent alteration, amendment, modification, change or addition to this Lease shall be binding upon the parties unless reduced to writing and signed by all of the parties. No waiver of any of the provisions of this Lease will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

21.7 Successors and Assigns

This Lease shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

21.8 Notices.

(a) All notices, demands, requests, consents, approvals, offers, counteroffers or other communications required or permitted under this Lease shall be in writing and (i) delivered by personal delivery to such intended recipient, which personal delivery shall be evidenced by a written receipt therefor signed by such recipient, (ii) sent by United States certified, registered or express mail, return receipt requested, postage prepaid, or by reputable express delivery service (such as Federal Express, UPS, Airborne, Purolator, or DHL), fees prepaid, addressed to the intended recipient thereof, at the postal address or street address set forth in Section E of this Lease for such party (or at such other postal address or street address as such party shall furnish in writing to the other parties to this Lease), (iii) transmitted by email to such recipient at the email address set forth in Section E of this Lease for such party (or such other email address as such party shall furnish in writing to the other parties to this Lease), receipt of which transmission shall be confirmed by such recipient. Any copies provided for under Section E of this Lease with respect to notices to any party (or as subsequently required by any party by written notice to the other parties to this Lease) shall be considered a material part and condition of any valid notice unless the party to whom such copy is required to be given is no longer available at the specified address.

(b) All such notices, demands, requests, consents, approvals, offers, counteroffers or other communications shall be effective upon being personally delivered and properly received, two (2) days after being properly addressed and deposited in the United States mail or with a reputable express delivery service or upon being transmitted by email and properly received, as set forth above. However, the time period in which a response to any such notice, request, demand, consent, approval, offer, counteroffer or other communication must be given shall commence to run from the date of receipt of personal delivery, or the date on the return receipt or express delivery receipt, as the case may be, of the notice, request, demand, consent, approval, offer, counteroffer or other communication by the addressee thereof; provided, however, that if any party rejects delivery of any such notice, request, demand, consent, approval, offer, counteroffer or other communication properly sent by mail or express delivery service, or fails or neglects to accept delivery after two (2) attempts to so deliver by postal or express delivery

authorities, as the case may be, the time period for a response shall commence two (2) days following the proper mailing or depositing with the express delivery service, as the case may be, of such notice, request, demand, consent, approval, offer, counteroffer or other communication.

21.9 Execution in Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. It shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all parties, be affixed to each counterpart. The signature pages of the counterparts may be detached from them and be reattached to any other counterpart identical in form hereto, but having attached to it one or more additional signature pages, and it shall not be necessary in making proof of this Lease to produce or account for any particular number of counterparts so long as one or more counterparts collectively shall contain the respective signatures of, or on behalf of, all of the parties hereto. A photocopy or faxed copy of this Lease or any signature page to this Lease shall have the same validity and enforceability as an originally signed copy.

21.10 Further Assurances.

Each of the parties hereby agrees to execute and deliver all of the agreements, documents and instruments required to be executed and delivered by such party under this Lease and to execute and deliver such additional instruments and documents and to take such additional actions as may reasonably be required from time to time in order to effectuate the understandings provided for under this Lease.

21.11 Severability of Provisions.

The invalidity or unenforceability of any nonmaterial provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable nonmaterial provisions were omitted.

21.12 Force Majeure

In the event that either Lessor or Lessee(s) shall be delayed in, hindered in, or prevented from the performance of any act required hereunder (other than the timely payment of Rent) by reason of any strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or the act, failure to act, or default of the other party, or for other reasons beyond such party's control, then such party's performance of such act shall be excused during the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

21.13 Rules of Usage

The following rules of usage shall apply to this Lease, unless otherwise required by the context or unless otherwise defined therein:

(a) The use of any gender shall include all other genders, the singular shall include the plural, and the plural shall include the singular, as the context may require.

(b) References in this Lease to articles, sections, paragraphs, clauses, annexes, appendices, schedules or exhibits

are references to articles, sections, paragraphs, clauses, annexes, appendices, schedules or exhibits in or to this Lease in which such reference appears.

(c) The captions, headings, subheadings and table of contents used in this Lease are solely for convenience of reference and shall not constitute a part of, or otherwise affect, this Lease, or in any be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or the scope or intent of this Lease.

(d) Reference to any agreement means such agreement as amended, modified, extended or supplemented from time to time in accordance with the applicable provisions thereof.

(e) References to any law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted in substitution or replacement thereof as of the Closing.

(f) Words such as "hereunder", "hereto", "hereof" and "herein" and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Lease and not to any particular article, section, subsection, paragraph or clause hereof.

(g) References to "including" means including without limiting the generality of any description preceding such term and for purposes hereof the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned.

(h) Except as otherwise expressly provided or clearly indicated by context, reference herein to "days," "months," "quarters," or "years" means calendar days, calendar months, calendar quarters, or calendar years.

(i) The exhibits and schedules attached to this Lease constitute a part of this Lease and are incorporated herein by reference in their entirety as if fully set forth in this Lease at the point where first mentioned herein.

(j) Each of the parties to this Lease and their counsel have reviewed and revised, or requested revisions to, this Lease, and the usual rule of construction that any ambiguities are to be resolved against the drafting party shall be inapplicable in the construing and interpretation of this Lease and any amendments or exhibits thereto.

(k) Time is of the essence to the performance of the obligations set forth in this Lease.

[End of Standard Terms and Conditions; Signature Page and Exhibits Follow]

SIGNATURE PAGE

Lease

C O B A L T

BY SIGNING BELOW, EACH OF THE UNDERSIGNED HEREBY AGREES, EFFECTIVE AS OF OCTOBER 29, 2009 ("Effective Date"), (i) TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN SECTIONS A THROUGH E ABOVE, (ii) EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTIONS A THROUGH E ABOVE, TO ALL OF THE STANDARD TERMS AND CONDITIONS SET FORTH ON PAGES 4 THROUGH 14 OF THIS LEASE, AND (iii) TO ALL OF THE EXHIBITS ATTACHED TO THIS LEASE.

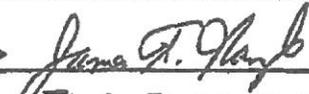
LESSOR:

COBALT 301 EAST MAIN, LLC

By: > 
Todd L. Blue, Managing Director

LESSEE:

THE LEUKEMIA & LYMPHOMA SOCIETY

By: > 
NAME: JAMES T. NANGLE

Title: CFO

LIST OF EXHIBITS

Lease

CIBALT

- EXHIBIT A..... Description of Leased Premises**
- EXHIBIT B..... N/A**
- EXHIBIT C..... Rules and Regulations With Respect To Office Building**

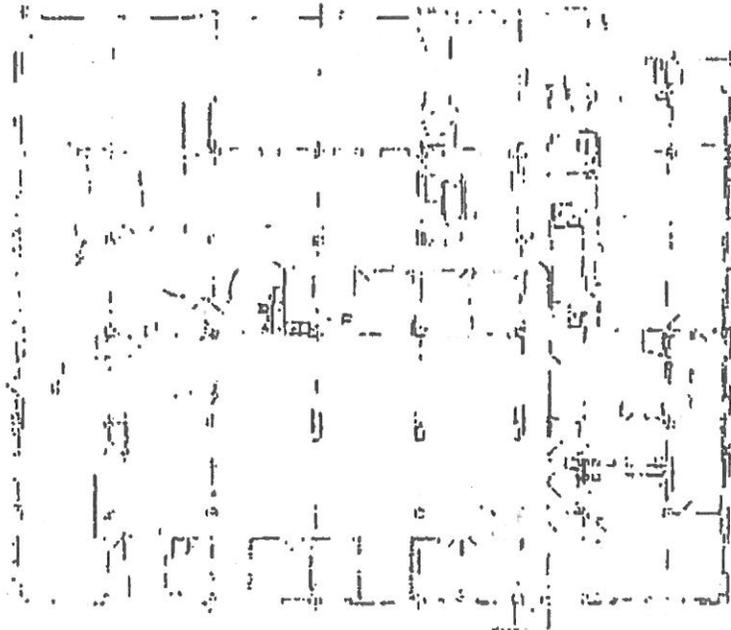
EXHIBIT A

Description of Leased Premises

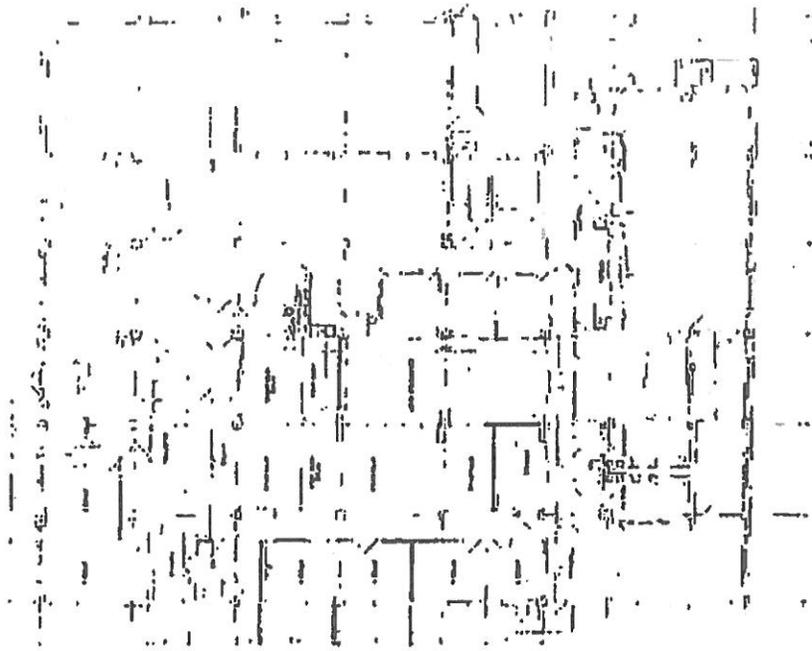
C16' B A LT

SEE ATTACHED

DEMOLITION
SECOND FLOOR PLAN



PROPOSED
SECOND FLOOR PLAN



DATE: 11/11/11	SCALE: 1/8" = 1'-0"	PROJECT: A1.01	PROPOSED FLOOR PLAN	COBALT CORPORATION MEMPHIS, TENNESSEE	NEW OFFICES FOR Leukemia & Lymphoma Society MEMPHIS, TN	DATE: 11/11/11	STUDIO A ARCHITECTS MEMPHIS, TN
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N/A

**COBALT BUILDING
RULES AND REGULATIONS**

1. All deliveries or shipments to and from the Premises, including without limitation, loading and unloading of goods, shall be done only at such times, in the areas and through the entrances designated for such purposes by Lessor. Semi-tractor trailers and other delivery vehicles shall not be used for storage and shall not remain at the Office Building for longer than one (1) hour's duration;
2. All garbage and refuse shall be kept inside the Premises in a proper container as determined by Lessor, and shall be placed outside of the Premises prepared for collection in the manner and at the times and places specified by Lessor. Lessor reserves the right to cause Lessee to place its refuse in dumpster or other receptacle provided by Lessor or its agents. If Lessor shall provide or designate a service for picking up refuse and garbage, then Lessee shall use same at the sole cost and expense of Lessee. Lessee's storage in any part of the Premises of garbage, refuse and trash shall be in airtight and odorless containers.
3. No radio or television aerial, loudspeaker, sound amplifier or other device shall be erected on the roof or exterior walls of the Premises, or in any other areas of the Office Building without first obtaining in each instance the written consent of Lessor. Any aerial or device installed without such written consent shall be subject to removal by Lessor at Lessee's expense without notice at any time. Items removed by Lessor may be held by Lessor until reimbursement of Lessor's cost for removal of same plus 10% for overhead and profit;
4. No loud speakers, televisions, phonographs, radios, tape players, jukeboxes or other devices shall be used in a manner so as to be heard or seen outside of the Premises without prior written consent of Lessor.
5. The plumbing, electrical and other facilities shall not be used for any other purpose than that for which they are constructed; no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Lessee.
6. Lessee shall not burn any trash or garbage of any kind in or about the Premises;
7. Without the prior written consent of Lessor, Lessee shall not conduct or permit any fire, bankruptcy, auction, "going out of business" (whether real or fictitious) or sidewalk sale in or about the Premises, or utilize any unethical method of business operation;
8. Lessee shall not perform any act or carry on any practice, which may damage, mar or deface the Premises or any other part of the Office Building;
9. Lessee shall not place a load on any floor in the interior delivery system, if any, or in the Premises, or in any area of the Office Building, exceeding the floor load which such floor was designed to carry, nor shall Lessee install, operate or maintain therein, any heavy item or equipment except in such manner as to achieve a proper distribution of weight;
10. Lessee shall not install, operate or maintain in the Premises or in any other area of the Office Building any electrical equipment which does not bear underwriter's approval, or which would overload all or any of the electrical system beyond its capacity for proper and safe operation as determined by Lessor;
11. Lessee shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit the same to constitute a nuisance or otherwise interfere with the safety, comfort and convenience of Lessor or any other occupant of the Office Building or their customers, agents or invitees or any others lawfully in or upon the Office Building. Upon notice by Lessor to Lessee that any of the aforesaid is occurring, Lessee shall forthwith remove or control the same;
12. Lessee shall cause its customers, employees and invitees to park only in that portion of the parking lot designated by Lessor for such parking, and no overnight parking will be allowed;

13. Lessee, its employees and agents shall not solicit in the parking areas or other Common Areas, nor shall Lessee distribute any handbills or other advertising;
14. Lessee, its employees and agents shall not possess or maintain any drugs or drug paraphernalia in the Premises;
15. Lessee shall not place, suffer or permit displays or decorations on the sidewalks in front of or at the rear of the Premises or in, on or at the parking areas or other Common Areas;
16. Lessee shall keep the Premises at all times at a temperature sufficient to prevent the freezing of water in the pipes and fixtures;
17. Lessee shall not use, suffer or permit the use of all or any part of the Premises as living, sleeping or lodging quarters, and
18. Lessee shall install and keep serviced fire extinguishers, and any other requirement that may be imposed by the fire department from time to time.

THE ABOVE RULES AND REGULATIONS MAY BE MODIFIED, CHANGED OR AMENDED FROM TIME TO TIME BY LESSOR, AND A WRITTEN COPY OF SUCH WILL BE GIVEN TO LESSEE, WHO SHALL THEREAFTER COMPLY WITH SAME.

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Leukemia & Lymphoma Society

Business name/disregarded entity name (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) ▶ **NON-PROFIT**

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
301 E. Main Street, Suite 100

City, state, and ZIP code
Louisville, Ky 40202

Requester's name and address (optional)

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.

Notes: 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
 [] - [] - [] - [] - [] - []

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- 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 *[Signature]* Date ▶ **JAN 22, 2014**

General Instructions

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

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Notes: 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.

BYLAWS

OF

The Leukemia & Lymphoma Society, Inc.

a New York Not-for-Profit Corporation

(Amended and Restated through January 25, 2014)



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I NAME; PURPOSES; BASIS OF OPERATION	1
Section 1. Name	1
Section 2. Purposes	1
Section 3. Basis of Operation	1
ARTICLE II OFFICES	1
Section 1. Principal Office	1
Section 2. Other Offices	2
ARTICLE III MEMBERSHIP	2
Section 1. Members	2
Section 2. Class A Members	2
Section 3. Class B Members	2
Section 4. Transfer of Membership	2
ARTICLE IV CLASS A MEMBERS	2
Section 1. Voting Rights of Class A Members	2
Section 2. Chapter Chair Assembly	2
Section 3. Composition of the CCA	2
Section 4. Term	2
Section 5. Meetings of the CCA	3
Section 6. Notice of Meetings of the CCA	3
Section 7. Quorum	3
Section 8. Voting	3
Section 9. Action Without a Meeting	3
Section 10. Vacancies	3
Section 11. Annual Forum with BOD	3
Section 12. Deprivation or Suspension of Class A Membership	4
ARTICLE V CLASS B MEMBERS	4
Section 1. Voting Rights of Class B Members	4
Section 2. Term	4
Section 3. Meetings of Class B Members	4
Section 4. Notice of Class B Member Meetings	4
Section 5. Quorum	4
Section 6. Voting	4
Section 7. Action without a Meeting	4
ARTICLE VI BOARD OF DIRECTORS	5
Section 1. Powers	5
Section 2. Composition of BOD	5
Section 3. Number and Term of Elected Directors	5
Section 4. Qualification Criteria for Elected Directors	6
Section 5. Nominations of Elected Directors; Notice	6
Section 6. Additional Nominations; Notice	6
Section 7. Ballots	6
Section 8. Voting	6
Section 9. Resignations	6
Section 10. Removal	7
Section 11. Meetings of the BOD	7

Section 12.	Waiver of Notice	7
Section 13.	Quorum	7
Section 14.	Action by BOD.....	7
Section 15.	Meetings by Telephone, Etc.	7
Section 16.	Action Without a Meeting.....	7
Section 17.	Vacancies.....	7
Section 18.	President; Other Employed Officers	8
ARTICLE VII COMMITTEES.....		8
Section 1.	Standing Committees of the BOD.....	8
Section 2.	Other Standing Committees of the BOD.....	12
Section 3.	Operating Committees, Advisory Committees and Task Forces	12
Section 4.	Quorum	12
Section 5.	Committee Charters	12
ARTICLE VIII OFFICERS		13
Section 1.	Election of Officers	13
Section 2.	Removal and Resignation	13
Section 3.	Vacancies.....	14
Section 4.	Chairperson.....	14
Section 5.	Vice Chairperson.....	14
Section 6.	Secretary/Treasurer	14
ARTICLE IX CHAPTERS		14
Section 1.	Establishment.....	14
Section 2.	Rules and Regulations	14
Section 3.	Suspension and Revocation	14
Section 4.	Funds, Moneys and Contributions	15
Section 5.	Employees	15
ARTICLE X OTHER PROVISIONS		15
Section 1.	Endorsement of Documents; Contracts	15
Section 2.	Representation of Shares of Other Corporations	16
Section 3.	Fiscal Year, Books and Records	16
Section 4.	Notice.....	16
Section 5.	Corporate Seal	16
Section 6.	Procedure at Meetings	16
Section 7.	Annual Report	17
Section 8.	Amendment.....	17
Section 9.	Severability.....	17
Section 10.	Effective Date	17
Section 11.	Use of Electronic Communications for Corporate Action	17
ARTICLE XI INDEMNIFICATION.....		17
Section 1.	Indemnification of Directors, Members, Officers and Others	17
Section 2.	Indemnification of Others.....	18
Section 3.	Advances or Reimbursement of Expenses	18
Section 4.	Interpretation	18
Section 5.	Indemnification Right.....	18
Section 6.	Limitation.....	18

BYLAWS

OF

**THE LEUKEMIA & LYMPHOMA SOCIETY, INC.
a New York Not-for-Profit Corporation**

(as Amended and Restated through January 25, 2014)

ARTICLE I

NAME; PURPOSES; BASIS OF OPERATION

Section 1. Name. This Corporation shall be known as The Leukemia & Lymphoma Society, Inc. ("*Corporation*").

Section 2. Purposes. The Corporation shall have the following purposes:

A. To support research into the causes, treatments, and cure of blood cancers, including leukemia, lymphoma, Hodgkin's disease and myeloma;

B. to organize and conduct educational programs and disseminate information to and for the medical and scientific community and the public at large as to the continuing developments in the prevention, diagnosis and treatment of blood cancers, including leukemia, lymphoma, Hodgkin's disease and myeloma;

C. to provide financial assistance to patients suffering from blood cancers, including leukemia, lymphoma, Hodgkin's disease and myeloma;

D. to support community service programs for patients suffering from blood cancers, including leukemia, lymphoma, Hodgkin's disease and myeloma, and their families; and

E. to solicit contributions and to advocate for government funding to carry out the Corporation's stated purposes.

Section 3. Basis of Operation. The Corporation is formed under the New York Not-for-Profit Corporation Law (the "NPCL"). No part of its earnings, dividends or other profits shall inure to the benefit of any Member of the Corporation (as defined in Article III, Sections 1 through 3) or individual and no substantial part of the activities of the Corporation shall be devoted to carrying on propaganda or otherwise attempting to influence legislation.

ARTICLE II

OFFICES

Section 1. Principal Office. The Corporation's principal office ("*Home Office*") shall be fixed and located at such place as the Board of Directors (the "*BOD*") shall determine from time to time. The BOD is granted full power and authority to change the principal office from one location to another.

Section 2. Other Offices. Other offices may be established at any time by the BOD at any place or places.

ARTICLE III
MEMBERSHIP

Section 1. Members. The Corporation shall have two classes of "*Members*," which shall include Class A Members and Class B Members.

Section 2. Class A Members. The Class A Members of the Corporation shall consist of each "Chapter" (which term excludes a provisional chapter) of the Corporation.

Section 3. Class B Members. The Class B Members shall consist of the Directors of the Corporation, as that term is defined in Article VI, Section 2, of these Bylaws.

Section 4. Transfer of Membership. Membership in the Corporation shall not be transferable.

ARTICLE IV
CLASS A MEMBERS

Section 1. Voting Rights of Class A Members. The Class A Members of the Corporation shall be entitled to vote on all proposed Bylaw amendments that would affect the "Field" as that term is defined in Section 2 of this Article IV of the Bylaws. The Class A Members shall not have any other voting rights afforded to members under the NPCL.

Section 2. Chapter Chair Assembly. In recognition that the Corporation's roots are in its volunteer network, organized through its Chapters, and that its success has been and will be the result of united efforts of its local and national volunteers and staff in furtherance of its mission, and to ensure a constantly strong commitment to significantly involving, utilizing and integrating its local volunteer leaders into the Corporation's plans, programs and leadership at the national level, the Chapter Chair Assembly of the Corporation (the "CCA") shall be the representative body of the Corporation's Class A Members to the BOD. The CCA shall represent the perspective and concerns of the programs and activities of the Corporation at the Chapter level (i.e., the "Field"), to the BOD and shall, through the members of the CCA, be a liaison from the BOD to the Field.

Section 3. Composition of the CCA. Each Class A Member shall have one representative on the CCA, which shall be the chair of the Class A Member's Boards of Trustees (the "Chapter Chair"). The Chapter Chair from each Class A Member must be an experienced leader of such Chapter and must reside within, be employed within or be physically present for a significant period of time within the geographical boundaries of such Chapter at the time of his or her election as Chapter Chair. Should a Chapter Chair, during his or her term, no longer satisfy the geographic eligibility requirement, he or she shall be deemed to have resigned from the CCA unless the Class A Member's Board of Trustees determines to retain him or her as the Chapter's representative on the CCA for the balance of his or her term as Chapter Chair. No person may be a Chapter Chair and a member of the BOD simultaneously.

Section 4. Term. Chapter Chairs serve on the CCA by virtue of their office as Chapter Chair and, accordingly, a Chapter Chair's service on the CCA shall coincide with his or

her service as the Chair of the Board of Trustees of his or her respective Chapter. No person shall continue to be a member of the CCA after ceasing to be a Chapter Chair.

Section 5. Meetings of the CCA. There shall be an annual meeting of the CCA to be held on the date and at such time and place in April, or such other month, fixed by the BOD Chairperson (the "Chairperson"). A special meeting of the CCA may be called at any time by the Chairperson, the BOD or upon the written request of at least 10% of all of the Chapter Chairs. The members of the CCA shall appoint from among the members of the CCA a chairperson (the "CCA Chair") to conduct meetings of the CCA.

Section 6. Notice of Meetings of the CCA. The Chairperson shall cause written notice of each meeting of the CCA, stating the place, date and time of the meeting, to be given personally or by mail to all Class A Members and Chapter Chairs. If such notice is given personally or by first-class mail, notice shall be given at least ten but not more than 50 days before the meeting. If such notice is given by any other class of mail, notice shall be given at least 30 but not more than 60 days before the meeting. In the case of a special meeting of the CCA, such notice shall also state the purpose or purposes of the meeting.

Section 7. Quorum. The presence in person or by proxy of a majority of the Chapter Chairs shall constitute a quorum for the transaction of all business at meetings of the CCA. A majority of the Chapter Chairs present in person or by proxy may adjourn any meeting to another time or place, whether or not a quorum is present. At such adjourned meeting, at which a quorum is present, any business may be transacted that might have been transacted on the original date of the meeting.

Section 8. Voting. Each Class A Member is entitled to one vote at all CCA meetings. Such vote may be cast by the Chapter Chair in person or by written proxy duly executed by the Chapter Chair or, in his or her absence, another duly authorized officer of the Chapter Member. Only a member of the CCA, BOD or Chapter Chair's Chapter Board of Trustees may be authorized to act by proxy for a Chapter Chair. Except as otherwise expressly required by applicable law, by the Certificate of Incorporation of the Corporation, as amended ("*Articles*"), or by these Bylaws, the act of a majority of the Chapter Chairs present in person or by proxy at a meeting at which a quorum is present shall be the act of the Class A Members.

Section 9. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the Class A Members may be taken without a meeting, without prior notice, if a consent in writing, setting forth the action so taken, is signed by the Chapter Chairs or other authorized representatives of all of the Class A Members.

Section 10. Vacancies. A vacancy occurring in any Class A Member's representative office on the CCA, from whatever cause arising, shall be filled by that Class A Member. The Chapter Chair chosen by the Class A Member to fill the vacancy on the CCA shall serve for the unexpired term of the Chapter Chair replaced.

Section 11. Annual Forum with BOD. The CCA may meet with the BOD in an annual forum, which may be held at the same place as and in conjunction with the BOD and CCA annual meetings. In such forum, the CCA may ask questions, express viewpoints, concerns and recommendations, introduce proposals, advocate changes, and engage the BOD in discussions, with respect to any aspects of the Corporation's operations, affairs, initiatives, strategic policies, plans and direction.

Section 12. Deprivation or Suspension of Class A Membership. Any Class A Member may be deprived of membership in the Corporation or may be suspended or reinstated as a Class A Member by the BOD with or without cause. All rights, powers and privileges of any Class A Member shall cease upon the revocation or suspension of the Class A Member's membership.

ARTICLE V

CLASS B MEMBERS

Section 1. Voting Rights of Class B Members. Except as otherwise provided in Article X, Section 8, of these Bylaws, the Class B Members of the Corporation shall have all of the voting rights afforded to members under the NPCL.

Section 2. Term. The election of a person as a Director of the Corporation shall likewise be an admission to the class of Class B Members. No person shall continue to be a Class B Member of the Corporation after ceasing to be a Director.

Section 3. Meetings of Class B Members. There shall be an annual meeting of the Class B Members for the election of Elected Directors and the conduct of such other business as may come before the meeting, to be held on the date, and at such time and place, fixed by the Chairperson. A special meeting of Class B Members may be called at any time by the Chairperson, the BOD or upon the written request of at least 10% of all of the Class B Members.

Section 4. Notice of Class B Member Meetings. The Chairperson shall cause written notice of each meeting of the Class B Members, stating the place, date and time of the meeting, to be given personally or by mail to all Class B Members. If such notice is given personally or by first-class mail to Class B Members, notice shall be given at least ten but not more than 50 days before the meeting. If such notice is given to Class B Members by any other class of mail, notice shall be given at least 30 but not more than 60 days before the meeting. In the case of a special meeting of the Class B Members, such notice shall also state the purpose or purposes of the meeting.

Section 5. Quorum. Except as otherwise required by applicable law or these Bylaws, the presence in person or by proxy of a majority of the Class B Members shall constitute a quorum for the transaction of all business at meetings of the Class B Members. A majority of the Class B Members present in person or by proxy may adjourn any meeting to another time or place, whether or not a quorum is present. At such adjourned meeting, at which a quorum is present, any business may be transacted that might have been transacted on the original date of the meeting.

Section 6. Voting. Each Class B Member is entitled to one vote at all meetings of Class B Members. Except as otherwise expressly required by applicable law, by the Articles or by these Bylaws, the act of a majority of the Class B Members present in person or by proxy at a meeting at which a quorum is present shall be the act of the Class B Members. Only another Class B member may be authorized to act by proxy for a Class B Member.

Section 7. Action without a Meeting. Any action required or permitted to be taken at a meeting of Class B Members may be taken without a meeting, without prior notice, if a consent in writing, setting forth the action so taken, is signed by all of the Class B Members.

ARTICLE VI
BOARD OF DIRECTORS

Section 1. Powers. The business and affairs of the Corporation shall be conducted under the direction of, and the control and disposal of the Corporation's properties and funds shall be vested in, the BOD, *except* as otherwise provided by the NPCL, the Articles or these Bylaws. The BOD, to the extent permitted by law, may delegate the management of the activities of the Corporation to any person or persons, or committees however composed, *provided* that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the BOD. The BOD shall have all powers as are necessary, appropriate or incidental to conduct and manage the affairs of the Corporation, including all powers granted to the Corporation by any law applicable to it.

Section 2. Composition of BOD. The BOD shall be composed of Elected Directors, as provided in Sections 3A and 3B of this Article VI and Life Member Directors.¹ The term "Directors" as used in these Bylaws includes Elected Directors and Life Member Directors.

Section 3. Number and Term of Elected Directors.

A Number. There shall be no less than 20 and no more than 30 Directors, the exact number constituting the entire BOD to be fixed, from time to time, by the BOD pursuant to a resolution adopted by a majority of the entire BOD, provided that in doing so the BOD may not shorten the term of any incumbent Director. "Entire BOD" means the total number of Directors entitled to vote which the Corporation would have if there were no vacancies on the BOD.

B Classes, Terms. At each annual meeting of the Class B Members, the successors of those Elected Directors whose term expires in that year shall be elected to serve a three-year term beginning July 1 of that year, except as expressly provided otherwise in these Bylaws. The Elected Directors with terms ending June 30, 2009 and each subsequent third anniversary of that date shall be designated in the records of the Corporation as being in Class I. The Elected Directors with terms ending June 30, 2010 and each subsequent third anniversary of that date shall be designated in the records of the Corporation as being in Class II. The Elected Directors with terms ending June 30, 2011 and each subsequent third anniversary of that date shall be designated in the records of the Corporation as being in Class III. Anyone elected to fill a vacancy in any Class of the Elected Directors, from whatever cause arising, shall be designated in the records of the Corporation as being in that Class. Any newly created directorships or any decrease in directorships shall be so apportioned among the classes as to make all classes as nearly equal in number as possible.

C BOD Officers as Elected Directors. A BOD Officer is an Elected Director by virtue of being a BOD Officer. No person shall be elected to serve for a term as a BOD Officer if service for such term would cause that person to exceed the term limits for serving as an Elected Director set forth in subsection E below.

¹ Life Member Directors are those individuals who, as of January 1, 2005, were Life Members of the Corporation's then governing Board.

D Definition of "Term" for Term Limitation Purposes. For purposes of the following term limitations for Elected Directors, the word "Term" does not include the period of time served by anyone elected to fill a vacancy in any Class of Elected Director if such period is 18 months or less.

E Term Limitations. No person shall hold the office of Elected Director for more than three consecutive Terms, but such person shall again be eligible to be elected as an Elected Director for a Term commencing at least three years after the end of his or her last Term.

Section 4. Qualification Criteria for Elected Directors. From time to time, the Board Development Committee shall present to the BOD "Board Composition Guiding Principles" and a "Board Capabilities Framework" ("BOD Criteria") for adoption by the BOD to assist the BOD and the Board Development Committee in evaluating suitable candidates for positions as Elected Directors and BOD Officers.

Section 5. Nominations of Elected Directors; Notice. All nominations of Elected Directors shall be in accordance with Sections 5 and 6 of this Article VI. There shall be no nominations of Elected Directors from the floor at any meeting of the Class B Members.

Applying the BOD Criteria, the Board Development Committee shall nominate for the election of Elected Directors at the next annual meeting of the Class B Members one nominee for any Elected Director position to be filled. The Board Development Committee shall complete such nominations and give written notice of all such nominees to all Class B Members at least 40 days before the annual meeting of the Class B Members. Such notice shall (i) specify how the nominee satisfies the BOD Criteria in Section 4 of this Article VI and (ii) be accompanied by the nominee's biographical data.

Section 6. Additional Nominations; Notice. Applying the BOD Criteria, additional nominations for any Elected Director position may be made by written petition signed by at least 15% of all of the Class B Members, which petition must be received at the Home Office (addressed to the attention of the Chairperson) at least 20 days before the annual meeting of the Class B Members and which must bear the signature of the nominee consenting to such nomination by petition. Each petition shall (i) carry the name of only one nominee, (ii) be accompanied by the nominee's biographical data, and (iii) specify how the nominee satisfies the BOD criteria provided for in Section 4 of this Article VI. The Chairperson shall cause written notice of the receipt of such petition, accompanied by such biographical data, to be given within two Business Days after the deadline for such petitions to all Class B Members.

Section 7. Ballots. This Section 7 applies solely if an election of Elected Directors at an annual meeting of the Class B Members involves anyone who was nominated by petition. In that event, voting ballots shall be prepared for use at the meeting. Such ballots shall designate the names of all nominees and shall specify who was nominated by the Board Development Committee. When there is more than one nominee for an Elected Director position, the nominee for that position receiving the highest number of votes shall be elected.

Section 8. Voting. Each Director is entitled to one vote at all BOD meetings.

Section 9. Resignations. Any Director may resign at any time by delivering a written resignation to the BOD or to the Chairperson or the Secretary/Treasurer. Any resignation shall take effect on the date of the Corporation's receipt of such resignation unless a

later time is specified therein, and the acceptance of the resignation shall not be necessary to make the resignation effective.

Section 10. Removal. Any Director may be removed for cause by the BOD after giving notice of the reasons for removal to each Director, and after a hearing and a vote for removal by two-thirds of the Directors present at a meeting, *provided* there is a quorum of not less than a majority present at the BOD meeting at which such action is taken.

Section 11. Meetings of the BOD. The annual meeting of the BOD to elect BOD Officers and to transact such other business as may properly come before the meeting shall be held at the place, date and time fixed by the Chairperson. The Chairperson shall cause written notice of the BOD annual meeting to be provided to all BOD Members not less than 15 days prior to the date of the meeting.

Regular or special meetings of the BOD shall be held at such times and in such places as may be determined by the BOD. Special meetings of the BOD shall also be held at the Home Office upon the request of the Chairperson or at the written request of at least 20% of the Directors. Not less than three meetings of the BOD shall be held every year. Notice of a BOD meeting shall be given to all BOD Members not less than 10 days prior to the date of any regular meeting and not less than 72 hours prior to any special meeting.

Section 12. Waiver of Notice. Notice of any BOD meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, nor to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

Section 13. Quorum. The presence of a majority of the Directors then in office shall constitute a quorum, provided that in no instance shall the quorum be less than five Directors plus one Director for every ten Directors or fraction thereof over 15. A majority of the Directors present may adjourn any meeting to another time and place, whether or not a quorum is present.

Section 14. Action by BOD. *Except* as otherwise expressly required by applicable law, by the Articles or by these Bylaws, the vote of a majority of the Directors present at the time of the vote, if a quorum is present at such time, shall be sufficient to take any action.

Section 15. Meetings by Telephone, Etc. Any one or more Directors or any committee thereof may participate in a meeting of the BOD or a committee by means of a conference telephone or similar communication equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 16. Action Without a Meeting. Whenever the Directors are required or permitted to take any action by vote at a meeting, such action may be taken without a meeting on unanimous written consent, setting forth the action so taken, signed by all of the Directors.

Section 17. Vacancies. The BOD, at any meeting of the BOD, may fill a vacancy occurring in an Elected Director position, from whatever cause arising, including, but not limited to, newly created directorships. Should the BOD decide to fill a vacancy, the Board Development Committee, applying the BOD Criteria, shall nominate a nominee to fill such vacancy.

No reduction of the authorized number of Elected Directors shall have the effect of removing any Elected Director prior to the expiration of the Elected Director's current term of office.

Section 18. President; Other Employed Officers. The BOD shall engage a President and Chief Executive Officer of the Corporation ("*President*"), whose duties and powers shall be determined by the BOD. The President shall be an employee of the Corporation and may not be a Director, Chapter Chair or trustee of a Chapter or provisional chapter. The President may designate one or more executive vice presidents, senior vice presidents, vice presidents or other titled officers, each of whom shall be an employee of the Corporation and may not be a Director, Chapter Chair or trustee of a Chapter or provisional chapter. No officer designated by the President shall have any authority to sign any document described in Article X, Section 1 without the consent of the BOD.

ARTICLE VII

COMMITTEES

Section 1. Standing Committees of the BOD. The Corporation shall have the following standing committees of the BOD, each of which must have at least three members. Only Directors can be members of standing committees. *Except* as specifically provided to the contrary in this Section 1, their members and chairpersons shall be appointed by the Chairperson with the consent of the BOD by resolution adopted by a majority of the entire BOD. As of July 1, 2014, the effective date of the New York Non-Profit Revitalization Act of 2013 (the "Act"), all committees of the BOD authorized pursuant to Sections 1 and 2 of this Article VII, whether currently in existence or subsequently established shall be known as "committees of the BOD" and any reference in these Bylaws to a "standing committee" shall be deemed to be a reference to a "committee of the BOD."

A Audit Committee. The Audit Committee shall be composed of Independent Directors (as defined below) and shall:

(a) recommend the firm to be employed as the Corporation's independent auditor, and review and approve the discharge of any such firm; review and approve the independent auditor's compensation and the terms of its engagement by the Corporation, and annually review the performance and the independence of such auditor;

(b) review, in consultation with the independent auditor, the scope and planning of the audit prior to the audit's commencement; the result of each independent audit of the Corporation, the report of the independent auditor, any related management letter, management's responses to the recommendations made by the independent auditor in connection with the audit, the adequacy of the Corporation's accounting and financial reporting processes, any material risks and weakness in internal controls identified with by the independent auditor, any restrictions on the scope of the independent auditor's activities or access to requested information and any significant disagreements between the auditor and management;

(c) review, in consultation with the independent auditor and management, the Corporation's annual financial statements, any report or

opinion rendered by the independent auditor in connection with those financial statements, and any dispute between management and the independent auditor that arose in connection with the preparation of those financial statements; and review and report to the BOD with respect to the financial portions of the Corporation's annual report;

(d) review, before or after publication, the Corporation's periodic interim unaudited financial statements;

(e) consider, in consultation with the independent auditor, the scope and plan of forthcoming external audits;

(f) consider, in consultation with the independent auditor and the chief internal auditor, if any, the adequacy of the Corporation's internal accounting controls;

(g) consider, when presented by the independent auditor or otherwise, material questions of choice with respect to the choice of appropriate accounting principles and practices to be used in the preparation of the Corporation's financial statements;

(h) review the expense accounts and perquisites of officers and senior staff and the Corporation's compliance with its conflict of interest policy and code of ethical conduct;

(i) review the Society's annual report to the Internal Revenue Service (Form 990) prior to filing with the Service and present the annual report by the BOD;

(j) oversee the Corporation's administration of and compliance with its whistleblower policy;

(k) have power to inquire into any financial matters in addition to those set forth in clauses (a) through (h) above;

(l) report to the BOD on the Audit Committee's activities; and

(m) perform such other functions as may be assigned to it by applicable law, these Bylaws or the BOD.

In order to be considered an "Independent Director," a Director may not (i) be or have been within the last three years an employee of the Corporation or any affiliate, or have a relative who is or has been within the last three years a key employee of the Corporation or any affiliate; (ii) have received or have a relative who received more than \$10,000 in direct compensation from the Corporation or any affiliate within any of the last three fiscal years; or (iii) be an employee of or have a substantial financial interest in any entity that has made payments to or received them from the Corporation or any affiliate for property or services which, in any of the last three fiscal years, exceeds the lesser of \$25,000 or 2 percent of such entity's consolidated gross revenues, or have a relative who is an officer of or has a substantial financial interest in any such entity. A "relative"

shall include a Director's spouse, brothers and sisters (whether by whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren and the spouses or domestic partners of brothers, sisters, children, grandchildren and great-grandchildren. For the purposes of the definition of "Independent Director," the term "payments" does not include charitable contributions made to the Corporation.

At least one member of the Audit Committee (who may be its chairperson) shall qualify as an audit committee financial expert (defined as a person who has the following attributes: (i) an understanding of generally accepted accounting principles and financial statements; (ii) the ability to assess the general application of such principles in connection with the accounting for estimates, accruals and reserves; (iii) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Corporation's financial statements, or experience actively supervising one or more persons engaged in such activities; (iv) an understanding of internal controls and procedures for financial reporting; and (v) an understanding of audit committee functions).

B Finance Committee. The Finance Committee recommends strategic policy and direction; provides oversight, evaluation and support for all significant financial matters affecting the Corporation; recommends and monitors the Corporation's annual budget and financial procedures, records, and internal reports; recommends funding parameters for program and non-program expenditures; and provides guidance and support to professional staff and Chapters and provisional chapters on financial management.

C Board Development Committee.

(a) The Board Development Committee recommends strategic policy and direction, provides oversight and evaluation, and recommends candidates to the Class B Members for election as Elected Directors and to the BOD for election as BOD Officers and Board Development Committee members, based on the BOD Criteria and the candidates' potential for "value added" in time, talent and treasury to the advancement of the Corporation's mission and the achievement of its goals. The Board Development Committee's primary role is to ensure that the BOD has the right mix of capabilities to ensure mission and governance effectiveness. The Board Development Committee shall appoint its own chairperson.

(b) The Board Development Committee shall consist of six members, four of whom are elected and two of whom are appointed. The four elected members of the Board Development Committee shall be elected by the affirmative vote of a majority of the entire BOD to serve a two year term. The two appointed members of Board Development Committee shall be appointed to serve a two year term by the Chairperson with the consent of the BOD by resolution adopted by a majority of the entire BOD. The members of the Board Development Committee shall be divided into two classes. For the purposes of so classifying the Board Development Committee membership, the three elected Board Development Committee members serving as of [January 1, 2014] shall have their terms extended so that their terms end on June 30, 2015,

and the terms of the two appointed Board Development Committee members appointed by the Chairperson whose term begins on July 1, 2014 and the one elected Board Development Committee member whose term begins on July 1, 2014 shall end on June 30, 2016. The Board Development Committee members with terms ending on June 30, 2015 and their successors having terms ending each subsequent second anniversary of that date shall be designated in the records of the Corporation as being in Class 1. The Board Development Committee members with terms ending on June 30, 2016 and their successors having terms ending each subsequent second anniversary of that date shall be designated in the records of the Corporation as being in Class 2. The terms of both Class 1 and Class 2 Board Development Committee members shall begin on July 1. No person shall hold the office of Board Development Committee member for more than two consecutive two year terms. Anyone elected to fill a vacancy in any Class of the Board Development Committee members, from whatever cause arising, shall be designated in the records of the Corporation as being in that Class. Any increase or decrease in the number of Board Development Committee members shall be so apportioned among the classes as to make all classes as nearly equal in number as possible.

(c) All Board Development Committee members shall be Independent Directors, as that term is defined in subsection 1A of this Article VII.

(d) A vacancy on the Board Development Committee may be filled by appointment by the Chairperson with the consent of the BOD by resolution adopted by a majority of the entire BOD. A vacancy shall exist if a Board Development Committee member is no longer a Director. The Board Development Committee member appointed to fill the vacancy on the Committee shall serve for the unexpired term of the member replaced.

(e) Rules, regulations and procedures governing the composition, activities and operations of the Board Development Committee, in addition to those set forth in these Bylaws, shall be set forth in the Board Development Committee charter and the Board Development Committee shall be governed by such additional rules, regulations and procedures as they are amended from time to time by the BOD. Should any such additional rules, regulations or procedures set forth in the Board Development Committee charter conflict with a provision of these Bylaws, the provision in the Bylaws shall prevail.

D Executive Committee. There shall be an Executive Committee, consisting of the BOD Officers and one At-Large Director, to conduct the business of the Corporation between regular meetings of the BOD, but only when deemed necessary in the good faith judgment of the Executive Committee. The At-Large Director shall be appointed by the Chairperson with the consent of the BOD by resolution adopted by a majority of the entire BOD. The Executive Committee also shall review the performance of the Corporation's Chief Executive Officer and make recommendations to the BOD about his or her compensation, including bonuses and benefits, if any, and about his or her termination, if deemed appropriate by the Executive Committee.

E Mission Oversight Committee. There shall be a Mission Oversight Committee which shall be responsible for safeguarding and overseeing the

Corporation's substantive mission including, without limitation, with respect to its research, Therapy Acceleration Program, patient services, advocacy, outcomes assessments, and the priorities and integration of the Therapy Acceleration Program and research agendas.

Section 2. Other Standing Committees of the BOD. The BOD, by resolution adopted by a majority of the entire BOD, may designate one or more other standing committees of the BOD, each of which must be comprised of at least three members and all members of such standing committees must be Directors. The members and chairperson of each such standing committee shall be appointed by the Chairperson with the consent of the BOD by resolution adopted by a majority of the entire BOD. Such other standing committees of the BOD shall have only the specific powers delegated to them by the BOD.

Section 3. Operating Committees, Advisory Committees and Task Forces.

A *Membership.* The Corporation shall have Operating Committees as the BOD may create from time to time. Except as specifically provided to the contrary in this Section 3, their members may, but need not, be Directors and their members shall be appointed by the Chairperson with the consent of the BOD. The Chairperson of the BOD shall appoint from among the members of each operating committee a committee chairperson. Such Operating Committees shall be committees of the corporation under the NPCL. The BOD may establish and disband committees as needed to support its work.

B *Composition.* The BOD or the Chairperson with the consent of the BOD may (i) appoint Operating Committees of the Corporation as the BOD or the Chairperson determines for the furtherance of the objectives and purposes of the Corporation and (ii) delegate to such Operating Committees those powers which, in the BOD's or the Chairperson's judgment, are necessary and desirable provided that no such Operating Committee shall have the power to bind the BOD. Such committees shall have only the specific powers delegated to them by the BOD or the Chairperson with the consent of the BOD and report to the BOD as requested by the BOD.

C *Advisory Committees and Task Forces.* The Corporation, from time to time, may have such Advisory Committees and Task Forces as deemed advisable by the BOD or BOR.

Section 4. Quorum. Except as otherwise specifically provided in these Bylaws, the presence of one-third or more of the members (but in no event fewer than two members, except for committees of one) of any committee or task force shall constitute a quorum of that committee or task force. A majority of the committee or task force members present may adjourn any meeting to another time and place, whether or not a quorum is present.

Section 5. Committee Charters. Additional rules and regulations governing the composition and operations of the standing, operating and advisory committees of the Corporation may be set forth in committee charters adopted and amended from time to time by the BOD.

ARTICLE VIII
OFFICERS

Section 1. Election of Officers.

A *Number and Qualifications.* The officers of the Corporation shall consist of a Chairperson ("*Chairperson*"), a Vice Chairperson, and a Secretary/Treasurer (collectively, "*BOD Officers*"), all of whom shall be voting members of the BOD. The officers of the Corporation also shall include a President and Chief Executive Officer and others, all of whom shall be employees of the Corporation and shall not be members of the BOD, as provided in Article VI, Section 18. No more than one Office may be held simultaneously by the same person. No employee of the Corporation may serve as Chairperson or Vice Chairperson.

B *Election and Term of Office.* Pursuant to nominations as provided in subsection C below, at the 2010 BOD annual meeting and the BOD annual meeting every even-numbered year thereafter, the BOD shall elect a Chairperson, a Vice Chairperson and a Secretary/Treasurer, each for a two-year term beginning July 1 of that year. No one elected as Chairperson at or after the 2008 BOD annual meeting may serve more than a single two year term. Any other BOD Officer who has served two consecutive terms in the same BOD office, whether such term be one or two years, may not be elected again to that office until two years have elapsed from the end of his or her last term.

C *Nominations of Officers.*

(a) All nominations of BOD Officers shall be in accordance with this subsection C. There shall be no nominations of BOD Officers from the floor at the BOD meeting. The Board Development Committee shall nominate for election at the 2010 BOD annual meeting and the BOD annual meeting every even-numbered year thereafter one nominee for each of these Offices: Chairperson, Vice Chairperson and Secretary/Treasurer. The Board Development Committee shall complete such nominations and give written notice of all such nominees to all BOD members at least 40 days before the BOD annual meeting, accompanied by the nominees' biographical data.

(b) Additional nominations for any Office for which the Board Development Committee has presented a nominee may be made by written petition signed by at least 15% of all Directors, which petition must be received at the Home Office (addressed to the attention of the Chairperson) at least 20 days before the BOD annual meeting and which must bear the signature of the nominee consenting to such nomination by petition. Each petition shall carry the name of only one nominee and be accompanied by the nominee's biographical data. The Chairperson shall cause written notice of the receipt of such petition, accompanied by such biographical data, to be given within two Business Days after the deadline for such petitions to all BOD members.

Section 2. Removal and Resignation. Any BOD Officer may be removed for cause by the BOD after giving notice of the reasons for removal to the BOD Officer and to each Director, and after a hearing and a vote of two-thirds of the Directors present at a meeting.

Any BOD Officer may resign at any time by delivering a written resignation to the Chairperson or Secretary/Treasurer or to the Corporation's President. Any resignation shall take effect on the date of the Corporation's receipt of such resignation unless a later time is specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 3. Vacancies. A vacancy in any Office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such Office, provided that such vacancies may be filled as they occur.

Section 4. Chairperson. This person shall preside at all BOD meetings. Except as specifically provided to the contrary in these Bylaws, the Chairperson shall have the power to call special meetings, to appoint chairpersons and members of committees as set forth in these Bylaws and to make such other appointments as he or she may deem necessary. The Chairperson is a nonvoting ex officio member of every committee with the exception of the Board Development Committee.

Section 5. Vice Chairperson. The Vice Chairperson of the Board shall, if present at any time when the Chairperson of the Board is absent, preside at the meetings of the BOD and shall perform such other duties as may from time to time be assigned to him or her by these Bylaws or by the BOD or by the Chairperson of the BOD.

Section 6. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of the BOD meetings, and shall have control of the seal of the Corporation and shall affix same to documents when authorized to do so. The Secretary/Treasurer shall oversee the care and custody of the funds and securities of the Corporation and the general supervision of the books of account. The Secretary/Treasurer shall also be a member of the Finance Committee. The Secretary/Treasurer shall perform all of the other duties usual to the office of a secretary and a treasurer of a corporation.

ARTICLE IX

CHAPTERS

Section 1. Establishment. Chapters of the Corporation are established by the issuance of a charter. The BOD may establish such Chapters or provisional chapters of the Corporation and shall promulgate such rules and regulations governing Chapters and provisional chapters as may be determined from time to time. No Chapter or provisional chapter shall incorporate.

Section 2. Rules and Regulations. All Chapters and provisional chapters must abide by the Corporation's Chapter Policies and Procedures, the Corporation's Bylaws to the extent that the Bylaws do not conflict with the Chapter Policies and Procedures and any other applicable policies and procedures, as each may be amended from time to time. The Chairperson is a nonvoting ex officio member of the board and the executive committee of each Chapter and provisional chapter.

Section 3. Suspension and Revocation. The BOD may suspend or revoke the charter issued to a Chapter or provisional chapter, with or without cause, and vest all its powers and functions in the Chairperson.

Section 4. Funds, Moneys and Contributions.

A *Remittances.* All funds, moneys, contributions and other property received, held, given to or in the custody or control of any Chapter or provisional chapter are the funds and property of the Corporation. The net receipts of such funds and property of each Chapter and provisional chapter must be remitted to the Corporation at the Home Office. Each Chapter and provisional chapter shall receive, at least monthly, detailed reports from the Home Office, as to all income and expenditures. Failure of any Chapter or provisional chapter to remit funds as aforesaid shall subject such Chapter or provisional chapter to sanctions which may be invoked by the BOD, including, but not limited to, revocation of the charter, notification of local authorities, institution of suit, and such other measures as deemed necessary by the BOD. The purpose of this subsection A is to insure the maximum use of and general benefit from donated public and private funds for the objectives and purposes of the Corporation, and the general public.

B *Bank Resolutions, Etc.* For or with respect to each Chapter and provisional chapter, bank resolutions for the opening and closing of accounts, investment accounts, state registrations and filings, and other documents that encumber the Corporation or its property are required to contain the signatures of two individuals. The individuals authorized to sign such documents on behalf of the Corporation shall be determined by resolution adopted from time to time by the BOD.

C *Loans.* No Chapter or provisional chapter shall have the power to borrow money in the name of the Corporation.

D *Signatures.* All checks, drafts or orders for the payment of money of each Chapter and provisional chapter shall be signed by Directors or other agents as the BOD may from time to time designate, but no less than two signatures shall be required at all times.

E *Contracts.* Except in accordance with Corporation policy or as provided by the BOD from time to time by resolution of the BOD, no Chapter or provisional chapter shall bind the Corporation in any contractual relationship without prior written approval of the Corporation.

Section 5. Employees. Employees receiving financial compensation on the Chapter or provisional chapter level, or from the Corporation's Home Office, are subject to and controlled by the Corporation's personnel policies, rules and regulations. Among other things, these pertain to hiring, promotion and transfers, performance standards and reviews, salary increases and termination of employment.

**ARTICLE X
OTHER PROVISIONS**

Section 1. Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, instrument or other document in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the Chairperson, the President, the Vice Chairperson or the Secretary/Treasurer, shall be valid and

binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such documents may be signed by any other person or persons and in such manner as from time to time shall be determined by the BOD, and unless so authorized by the BOD, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 2. Representation of Shares of Other Corporations. The Chairperson or any other officer or officers authorized by the BOD or by the Chairperson each are authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the Corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by such officer.

Section 3. Fiscal Year, Books and Records. The fiscal year of the Corporation shall end on June 30. The books and records of the Corporation shall be kept on the basis of such fiscal year and shall reflect all the transactions of the Corporation and be appropriate and adequate for the Corporation's business.

Section 4. Notice. Whenever any notice is authorized or required by these Bylaws to be given, it shall be in writing and shall be delivered personally, by fax or e-mail or by mail, express mail or similar private service at least 15 days prior to the event requiring such notice, unless a different period or method for notice is required by these Bylaws. Means other than e-mail will be used for anyone who so requests in writing mailed to the Home Office (addressed to the attention of the Chairperson). If notice is given by mail, it shall be deemed to be sufficient if mailed by first class mail addressed to the person or entity entitled to notice at the last known post office address on the records of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. Any notice may be waived in writing by the person or entity entitled to notice. Any notice authorized or required by these Bylaws to be given to a Class A Member shall be given to the Class A Member's executive director and Chapter Chair. Any notice of a CCA meeting shall be given personally or by mail to each Class A Member and Chapter Chair: (i) at least ten but not more than 50 days before the meeting if given personally or by first class mail, and (ii) if mailed by any other class of mail, at least 30 but not more than 60 days before the meeting. Any notice of a meeting of Class B Members shall be given personally or by mail to each Class B Member: (i) at least ten but not more than 50 days before the meeting if given personally or by first class mail, and (ii) if mailed by any other class of mail, at least 30 but not more than 60 days before the meeting.

Section 5. Corporate Seal. The Corporate Seal shall be in such form as shall be adopted from time to time by the BOD.

Section 6. Procedure at Meetings.

A. Procedure and debate shall be in accordance with these Bylaws and rules of parliamentary law known as Robert's Rules of Order as most recently revised.

B. Whenever there is an election involving anyone who was nominated by petition, voting ballots shall be prepared for use at the meeting, designating the names of all nominees and specifying who was nominated by the Board Development Committee.

Section 7. Annual Report. The Directors shall present at a meeting of each of the Class A Members and the Class B Members a report, certified by a certified public accountant, showing all matters customarily reported in an annual report; which report shall be filed with the records of the Corporation and an abstract thereof entered in the minutes of the proceedings of such meeting.

Section 8. Amendment. These Bylaws may be amended, in whole or in part, at any meeting of either the Class B Members or the BOD, provided that at least 30 days' prior written notice of the proposed amendment has been given to each Class B Member or BOD Member, as applicable; and *provided, further*, that no amendment of the Bylaws by the Class B Members or the BOD Members which affects the Field shall become effective unless and until it has been ratified by the CCA, and the Class B Members or BOD Members shall declare, in their respective resolution approving any amendment of the Bylaws, whether in their judgment such amendment does or does not affect the Field.

Section 9. Severability. If any provision, section, subsection, subdivision, rule or regulation contained in these Bylaws is deemed to be invalid, such invalidity shall not affect the validity of the remaining portions of these Bylaws.

Section 10. Effective Date. The effective date of these Bylaws and any amendment to them shall be the date of adoption or a subsequent date specified therein or in the resolution adopting or ratifying same.

Section 11. Use of Electronic Communications for Corporate Action. As of July 1, 2014, the effective date of the New York Non-Profit Revitalization Act of 2013, actions that may be taken by electronic means under the Act, including the giving of board and member meeting notices, waivers of notice, member proxies and votes requiring board or member unanimous consent, as well as participation in board meetings by videoconference, may be taken by such electronic means in accordance with the Act notwithstanding a provision to the contrary in these Bylaws.

ARTICLE XI

INDEMNIFICATION

Section 1. Indemnification of Directors, Members, Officers and Others. The Corporation shall, to the fullest extent permitted by applicable law, indemnify any person who is or was a Director, a Class B Member, Chapter Chair, officer and/or trustee of the Corporation (and its Chapters and provisional chapters) and any person who is or was serving at the request of the Corporation in any capacity in any other entity or corporation (individually and collectively, "*Indemnified Persons*") from any liability by reason of serving or having served in such capacity.

This indemnification shall apply when such person was or is made, or threatened to be made, a party to any proceeding, whether civil, criminal, administrative or investigative, whether involving any actual or alleged breach of duty, neglect or error, any accountability, or any actual or alleged misstatement, misleading statement or other act or omission and whether brought or threatened in any court or administrative or legislative body or agency.

Indemnification shall cover, to the fullest extent permitted by applicable law, the amount of the judgment(s), fine(s), amount(s) paid in settlement, costs, charges, reasonable expenses

(including without limitation attorneys' fees) incurred in connection with any proceeding or any threatened proceeding mentioned in this Section 1 and/or any appeals.

Section 2. Indemnification of Others. The Corporation shall indemnify other persons and reimburse the reasonable expenses thereof, to the extent required by applicable law, and may indemnify any other person to whom the Corporation is permitted to provide indemnification or the advancement of reasonable expenses as permitted by applicable law.

Section 3. Advances or Reimbursement of Expenses. The Corporation may from time to time reimburse or advance to any Indemnified Person the funds necessary for payment of reasonable expenses, including attorneys' fees, incurred in connection with any proceeding or any threatened proceeding referred to in Section 1 of this Article XI, upon receipt of a written undertaking by or on behalf of such person to repay such amount(s) if a judgment or other final adjudication adverse to the Indemnified Person establishes that (i) such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, (ii) such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled, or (iii) such person's conduct was otherwise of a character such that the applicable law would require that such amount(s) be repaid.

Section 4. Interpretation. Any person entitled to be indemnified as a matter of right pursuant to this Article XI may elect to have the right to indemnification (or advancement of reasonable expenses) interpreted on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the proceeding or threatened proceeding, to the extent permitted by applicable law, or on the basis of the applicable law in effect at the time indemnification is sought. The term "*Corporation*" as used in this Article XI shall include but not be limited to The Leukemia & Lymphoma Society, Inc. or any Chapter or provisional chapter thereof, or any affiliate organization(s). All references to person(s) in this Article XI shall include the heirs, executors and administrators of such person(s).

Section 5. Indemnification Right. The right to be indemnified pursuant to this Article XI: (i) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such person, (ii) is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after any rescission or restrictive modification hereof, with respect to events occurring prior thereto.

Section 6. Limitation. It is expressly provided that no indemnification shall be made to or on behalf of any person if a judgment or other final adjudication adverse to such person establishes that (i) such person's acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, (ii) such person personally gained in fact a financial profit or other advantage to which such person was not legally entitled, or (iii) such person's conduct was otherwise of a character such that the applicable law would not permit indemnification.



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248219411
Mar. 11, 2013 LTR 4168C EO

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00022211

BODC: TE

LEUKEMIA & LYMPHOMA SOCIETY INC
1311 MAMARONECK AVENUE
WHITE PLAINS NY 10605-5221



20812

Employer Identification Number: [REDACTED]
Person to Contact: Laura Botkin
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 28, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 2001.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Form **990**

Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No 1545-0047

2016
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

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 2016 calendar year, or tax year beginning 07/01/16, and ending 06/30/17

B Check if applicable:
 Address change
 Name change
 Initial return
 Final return/terminated
 Amended return
 Application pending

C Name of organization: **THE LEUKEMIA & LYMPHOMA SOCIETY, INC**
 Doing business as:
 Number and street (or P.O. box if mail is not delivered to street address): **3 INTERNATIONAL DRIVE**
 Room/suite:
 City or town, state or province, country, and ZIP or foreign postal code: **RYE BROOK NY 10573**

D Employer identification number: [REDACTED]
E Telephone number: **914-949-5213**
G Gross receipts \$: **454,488,208**

F Name and address of principal officer:
LOUIS J. DEGENNARO
3 INTERNATIONAL DRIVE, SUITE 200
RYE BROOK NY 10573

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)

J Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

K Website: **WWW.LLS.ORG**

L Year of formation: **1949** **M** State of legal domicile: **NY**

K Form of organization: Corporation Trust Association Other

H(c) Group exemption number: ▶

Part I Summary

1 Briefly describe the organization's mission or most significant activities:
OUR MISSION IS TO CURE LEUKEMIA, LYMPHOMA, HODGKIN'S DISEASE AND MYELOMA, AND IMPROVE THE QUALITY OF LIFE OF PATIENTS AND THEIR FAMILIES.

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	27
4 Number of independent voting members of the governing body (Part VI, line 1b)	4	27
5 Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	1302
6 Total number of volunteers (estimate if necessary)	6	3000000
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

	Prior Year	Current Year
8 Contributions and grants (Part VIII, line 1h)	285,638,088	314,912,814
9 Program service revenue (Part VIII, line 2g)		3,847,456
10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	-6,187,940	1,121,864
11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	-7,722,874	25,416,466
12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	271,727,274	345,298,600
13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	88,538,361	122,873,965
14 Benefits paid to or for members (Part IX, column (A), line 4)		0
15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	87,185,045	97,808,057
16a Professional fundraising fees (Part IX, column (A), line 11e)	4,059,876	4,046,893
b Total fundraising expenses (Part IX, column (D), line 25) ▶ 41,120,267		
17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	74,986,029	90,757,098
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	254,769,311	315,486,013
19 Revenue less expenses. Subtract line 18 from line 12	16,957,963	29,812,587

	Beginning of Current Year	End of Year
20 Total assets (Part X, line 16)	217,192,867	272,265,949
21 Total liabilities (Part X, line 26)	99,112,566	119,978,224
22 Net assets or fund balances. Subtract line 21 from line 20	118,080,301	152,287,725

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: *Rosemarie A. Loffredo*
 Date: *2/2/18*
ROSEMARIE A. LOFFREDO
 Type or print name and title: **EVP - CFO**

Paid Preparer Use Only
 Print/Type preparer's name: **DAVID M. HIGHFILL**
 Preparer's signature: *David M. Highfill*
 Date: **2/2/2018**
 Check if PTIN self-employed
 Firm's name: **KPMG LLP**
 Firm's address: **345 Park Avenue, New York, NY 10154-0102**
 Firm's EIN: [REDACTED]
 Phone no.: **212-758-9700**

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

Application for Automatic Extension of Time To File an Exempt Organization Return

(Rev. January 2017)

Department of the Treasury
Internal Revenue Service

► **File a separate application for each return.**
► **Information about Form 8868 and its instructions is at www.irs.gov/form8868.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/efile, click on Charities & Non-Profits, and click on e-file for Charities and Non-Profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Type or print <small>File by the due date for filing your return. See instructions.</small>	Name of exempt organization or other filer, see instructions.	Enter filer's identifying number, see instructions	
	The Leukemia & Lymphoma Society, Inc.	Employer identification number (EIN) or	
	Number, street, and room or suite no. If a P.O. box, see instructions.	Social security number (SSN)	
	3 International Drive, Suite 200 City, town or post office, state, and ZIP code. For a foreign address, see instructions.	Rye Brook, NY 10573-7501	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

- The books are in the care of ► Gordon Miller, Senior Vice President, Finance
- Telephone No. ► 914 821-8935 Fax No. ► 914 269-2093
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) If this is for the whole group, check this box If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 6-month extension of time until February 15, 20 18, to file the exempt organization return for the organization named above. The extension is for the organization's return for:

► calendar year 20 ____ or

► tax year beginning July 1, 20 16, and ending June 30, 20 17.

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return Change in accounting period

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

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:

OUR MISSION IS TO CURE LEUKEMIA, LYMPHOMA, HODGKIN'S DISEASE AND MYELOMA, AND IMPROVE THE QUALITY OF LIFE OF PATIENTS AND THEIR FAMILIES.

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 \$ **64,184,207** including grants of \$ **53,786,718**) (Revenue \$ **29,167,652**)

A) RESEARCH PROGRAMS:

With advisory input from recognized biomedical research experts, LLS funds exemplary projects across the entire research continuum relevant to improve outcomes for blood cancer patients, from basic laboratory science through clinical trials, and from investigator-initiated research to private-sector drug development alliances. LLS is deliberate and purposeful in finding and supporting research that is most likely to help patients as soon as possible.

To date, LLS has invested over \$1.2 billion in research aimed at helping all blood cancer patients live better, longer lives.

(continued on Schedule O)

4b (Code:) (Expenses \$ **121,459,664** including grants of \$ **74,671,557**) (Revenue \$)

B) PATIENT & COMMUNITY SERVICES:

An estimated 1.29 million people across the United States (US) currently battle leukemia, lymphoma and myeloma. The Leukemia & Lymphoma Society (LLS) offers an array of free, comprehensive resources to blood cancer patients, caregivers, families and friends of patients, advocates, healthcare professionals and the public. LLS is committed to providing the most accurate and up-to-date blood cancer information; professional volunteer clinical advisors work with LLS staff to review all of the information LLS provides through healthcare professional and patient education programs, publications and the LLS website.

(continued on Schedule O)

4c (Code:) (Expenses \$ **41,862,025** including grants of \$) (Revenue \$)

C) PUBLIC HEALTH EDUCATION:

Information and Education.

Paying for medical care, making treatment choices, communicating with healthcare providers, family members and friends-these are some of the stresses that come with a cancer diagnosis. LLS's Information Specialists are Master's level oncology social workers, nurses and health educators who provide help with disease, treatment and clinical trial information and support.

(continued on Schedule O)

4d Other program services (Describe in Schedule O.)

(Expenses \$ **20,136,094** including grants of \$) (Revenue \$)

4e Total program service expenses **u 247,641,990**

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)? <i>If "Yes," complete Schedule A</i>	X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		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? <i>If "Yes," complete Schedule C, Part II</i>	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? <i>If "Yes," complete Schedule C, Part III</i>		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? <i>If "Yes," complete Schedule D, Part I</i>		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? <i>If "Yes," complete Schedule D, Part II</i>		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	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? <i>If "Yes," complete Schedule D, Part IV</i>		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	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? <i>If "Yes," complete Schedule D, Part VI</i>	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? <i>If "Yes," complete Schedule D, Part VII</i>		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? <i>If "Yes," complete Schedule D, Part VIII</i>		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? <i>If "Yes," complete Schedule D, Part IX</i>		X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		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)? <i>If "Yes," complete Schedule D, Part X</i>	X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a Did the organization maintain an office, employees, or agents outside of the United States?	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? <i>If "Yes," complete Schedule F, Parts I and IV</i>	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? <i>If "Yes," complete Schedule F, Parts II and IV</i>	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? <i>If "Yes," complete Schedule F, Parts III and IV</i>		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? <i>If "Yes," complete Schedule G, Part I (see instructions)</i>	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? <i>If "Yes," complete Schedule G, Part II</i>	X	
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	X	

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic 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 or for domestic individuals 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?		
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?		
d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) 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? <i>If "Yes," complete Schedule L, Part II</i>		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, Parts 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>	X	
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 Compliance

Check 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		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	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		
2b	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)	X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
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)?	X	
4b	If "Yes," enter the name of the foreign country: u Canada 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?		X
5b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
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?		X
6b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
7a	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?	X	
7b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	X	
7c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
7d	If "Yes," indicate the number of Forms 8282 filed during the year		
7e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
7f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
7g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
9a	Did the sponsoring organization make any taxable distributions under section 4966?		
9b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
10a	Initiation fees and capital contributions included on Part VIII, line 12		
10b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
11a	Gross income from members or shareholders		
11b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
12b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
13a	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.		
13b	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		
13c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O		

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.		
	1a 27		
b	Enter the number of voting members included in line 1a, above, who are independent		
	1b 27		
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	
b	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	Did the organization have local chapters, branches, or affiliates?	X	
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	X	
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	X	
b	Other officers or key employees of the organization If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).	X	
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **u AK, AL, AR, AZ, CA, CO, CT, DE, DC, FL, GA, HI, ID**
- 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, address, and telephone number of the person who possesses the organization's books and records: **u**
ROSEMARIE A. LOFFREDO **3 International Drive**
RYE BROOK **NY 10573** **914-949-5213**

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check 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) LOUIS J. DEGENNARO PRESIDENT & CEO	40.00 1.00			X				522,261	0	101,298
(2) ROSEMARIE A. LOFFREDO EVP - CFO	40.00 1.00			X				393,691	0	22,219
(3) GORDON MILLER, JR SVP FINANCE	40.00 5.00			X				254,734	0	40,974
(4) MARK ROITHMAYR - TERM 12/31/2016 EVP CHIEF REL OFFICE	40.00 0.00				X			412,015	0	39,075
(5) ANDREW S. COCCARI EVP CHIEF PROD OFFIC	40.00 0.00				X			353,754	0	30,120
(6) ALICE O'ROURKE EVP CHIEF DEV OFFICE	40.00 0.00				X			292,097	0	28,864
(7) LEE M. GREENBERGER SVP CHIEF SCIEN OFFI	40.00 0.00					X		305,682	0	38,692
(8) PAULETTE DAMIANO - TERM 6/30/2016 VP ORG DEV & CHANGE	40.00 0.00					X		319,566	0	19,981
(9) COKER POWELL SVP, LTN CAMPAIGN	40.00 0.00					X		239,284	0	27,077
(10) DEBORAH MATZ SVP, LEGAL AND ERM	40.00 0.00					X		231,541	0	29,556
(11) MICHELE PRZYPYSZNY - TERM 7/21/2016 EXECUTIVE DIRECTOR	40.00 0.00					X		245,733	0	12,952

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			
(12) GEORGE J. OMIROS-TERM APR15	0.00									
EVP-CHIEF CAMP&FIELD	0.00					X	111,126	0	0	
(13) PETER B. BROCK	6.00									
CHAIR	2.00	X		X			0	0	0	
(14) JORGE L. BENITEZ	4.00									
VICE CHAIR	2.00	X		X			0	0	0	
(15) RALPH E. LAWSON	4.00									
SECRETARY/TREASURER	2.00	X		X			0	0	0	
(16) RAANAN HOROWITZ	4.00									
AT LARGE	2.00	X		X			0	0	0	
(17) JAMES A. BECK	4.00									
BOD MEMBER	0.00	X					0	0	0	
(18) WILLIAM G. BEHNKE	4.00									
BOD MEMBER	0.00	X					0	0	0	
(19) A. DANA CALLOW, JR.	4.00									
BOD MEMBER	0.00	X					0	0	0	
1b Sub-total u							3,681,484		390,808	
c Total from continuation sheets to Part VII, Section A u										
d Total (add lines 1b and 1c) u							3,681,484		390,808	

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 **u 164**

	Yes	No
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 X	
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 X	
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	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
RESOURCE ONE TULSA OK 74110	2900 EAST APACHE STREET DIRECT MARKETIN	4,807,955
PATIENT ADVOCACY FOUNDATION HAMPTON VA 23666	421 BUTLER FARM RD PAT ASSIST PROC	4,595,472
INC Research, LLC Chicago IL 60675-3160	75 Remittance Drive, Suite 3160 Clinical Trial	3,162,386
OLIVER STAFFING, INC. NEW YORK NY 10016	350 LEXINGTON AV. SUITE 401 TEMP STAFFING	3,133,056
Northgate Digital Corporation Newtown PA 18940-1956	301 South State Street, Suite N-200 Software Develo	1,834,796

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 **u**

152

Part VIII Statement of Revenue

Check 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 1,485,588					
	b Membership dues	1b					
	c Fundraising events	1c 164,610,688					
	d Related organizations	1d					
	e Government grants (contributions)	1e					
	f All other contributions, gifts, grants, and similar amounts not included above	1f 148,816,538					
	g Noncash contributions included in lines 1a-1f: \$	7,007,546					
	h Total. Add lines 1a-1f	u	314,912,814				
Program Service Revenue	2a Service Revenue	Busn. Code 541900	3,847,456	3,847,456	0		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f	u	3,847,456				
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)	u	2,791,064			2,791,064	
	4 Income from investment of tax-exempt bond proceeds	u					
	5 Royalties	u	4,227,758			4,227,758	
	6a Gross rents	(i) Real					
		(ii) Personal					
	b Less: rental exps.						
	c Rental inc. or (loss)						
	d Net rental income or (loss)	u					
	7a Gross amount from sales of assets other than inventory	(i) Securities	82,371,912				
		(ii) Other					
	b Less: cost or other basis & sales exps.	78,606,889	5,434,223				
	c Gain or (loss)	3,765,023	-5,434,223				
	d Net gain or (loss)	u	-1,669,200	0		-1,669,200	
	8a Gross income from fundraising events (not including \$ 164,610,688 of contributions reported on line 1c). See Part IV, line 18	a	19,972,736				
		b Less: direct expenses	24,901,543				
c Net income or (loss) from fundraising events	u	-4,928,807			-4,928,807		
9a Gross income from gaming activities. See Part IV, line 19	a	925,424					
	b Less: direct expenses	246,953					
c Net income or (loss) from gaming activities	u	678,471	0		678,471		
10a Gross sales of inventory, less returns and allowances	a						
	b Less: cost of goods sold	b					
c Net income or (loss) from sales of inventory	u						
Miscellaneous Revenue		Busn. Code					
11a TAP Contractual Return	541900	25,320,196	25,320,196	0			
b OTHER MISCELLANEOUS	900099	118,848			118,848		
c							
d All other revenue							
e Total. Add lines 11a-11d	u	25,439,044					
12 Total revenue. See instructions.	u	345,298,600	29,167,652	0	1,218,134		

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 domestic organizations and domestic governments. See Part IV, line 21	38,911,731	38,911,731		
2 Grants and other assistance to domestic individuals. See Part IV, line 22	74,671,557	74,671,557		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16	9,290,677	9,290,677		
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	2,121,068	1,417,657	336,932	366,479
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	77,877,654	52,114,364	12,373,241	13,390,049
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	2,067,484	1,383,865	325,194	358,425
9 Other employee benefits	10,213,392	6,836,306	1,606,461	1,770,625
10 Payroll taxes	5,528,459	3,700,459	869,569	958,431
11 Fees for services (non-employees):				
a Management				
b Legal	1,413,549	971,712	182,969	258,868
c Accounting	445,582	306,305	57,676	81,601
d Lobbying	1,264,751	869,424	163,709	231,618
e Professional fundraising services. See Part IV, line 17	4,046,893			4,046,893
f Investment management fees	387,928	267,554	58,189	62,185
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	17,484,309	12,019,186	2,263,163	3,201,960
12 Advertising and promotion	6,397,782	3,151,715	758,878	2,487,189
13 Office expenses	18,534,428	9,774,722	1,845,295	6,914,411
14 Information technology	8,401,266	5,775,257	1,087,457	1,538,552
15 Royalties				
16 Occupancy	8,949,426	5,627,310	1,212,500	2,109,616
17 Travel	9,994,808	6,723,444	1,817,797	1,453,567
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	7,480,169	5,163,747	1,115,810	1,200,612
23 Insurance	669,265	461,941	100,082	107,242
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 RESEARCH AND DEVELOPMENT	5,584,310	5,584,310		
b MISCELLANEOUS	3,749,525	2,618,747	548,834	581,944
c				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	315,486,013	247,641,990	26,723,756	41,120,267
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 <input checked="" type="checkbox"/> if following SOP 98-2 (ASC 958-720)	13,095,492	6,539,624		6,555,868

Part X Balance Sheet

Check 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	14,966,805	1	37,250,666
	2	Savings and temporary cash investments	58,353,033	2	62,751,205
	3	Pledges and grants receivable, net	16,707,733	3	16,228,169
	4	Accounts receivable, net		4	
	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	
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges	2,768,847	9	3,425,491
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	41,166,184		
	b	Less: accumulated depreciation	31,178,340	10c	9,987,844
	11	Investments—publicly traded securities	96,515,546	11	133,187,861
	12	Investments—other securities. See Part IV, line 11	11,144,202	12	9,434,713
	13	Investments—program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11		15	
16	Total assets. Add lines 1 through 15 (must equal line 34)	217,192,867	16	272,265,949	
Liabilities	17	Accounts payable and accrued expenses	14,820,632	17	24,296,564
	18	Grants payable	71,699,343	18	82,120,581
	19	Deferred revenue	12,592,591	19	13,561,079
	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	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	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	
	26	Total liabilities. Add lines 17 through 25	99,112,566	26	119,978,224
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	82,002,442	27	120,968,910
	28	Temporarily restricted net assets	32,998,850	28	28,432,696
	29	Permanently restricted net assets	3,079,009	29	2,886,119
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> 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	118,080,301	33	152,287,725	
34	Total liabilities and net assets/fund balances	217,192,867	34	272,265,949	

Part XI Reconciliation of Net Assets

Check 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	345,298,600
2	Total expenses (must equal Part IX, column (A), line 25)	2	315,486,013
3	Revenue less expenses. Subtract line 2 from line 1	3	29,812,587
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	118,080,301
5	Net unrealized gains (losses) on investments	5	4,662,977
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	-268,140
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	152,287,725

Part XII Financial Statements and Reporting

Check 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: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> 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: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	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: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	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.	X	
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?		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.		

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			
(20) RENZO CANETTA	4.00									
BOD MEMBER	0.00	X						0	0	
(21) SCOTT A. CARROLL	4.00									
BOD MEMBER	0.00	X						0	0	
(22) ELIZABETH J. CLARK, PHD	4.00									
BOD MEMBER	0.00	X						0	0	
(23) WILLIAM S. DALTON, PHD	4.00									
BOD MEMBER	0.00	X						0	0	
(24) BERNARD H. GARIL	4.00									
BOD MEMBER	0.00	X						0	0	
(25) FRANCIE HELLER	4.00									
BOD MEMBER	0.00	X						0	0	
(26) RICHARD M. JEANNERET	4.00									
BOD MEMBER	0.00	X						0	0	
(27) JOSEPH B. KELLEY	4.00									
BOD MEMBER	0.00	X						0	0	
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

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 **u**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	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? <i>If "Yes," complete Schedule J for such individual</i>	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? <i>If "Yes," complete Schedule J for such person</i>	5	

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

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 **u**

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			
(28) MICHELLE LE BEAU, PHD	4.00									
BOD MEMBER	0.00	X						0	0	0
(29) CONNIE L. LINDSEY	4.00									
BOD MEMBER	0.00	X						0	0	0
(30) KATHLEEN MERIWETHER	4.00									
BOD MEMBER	0.00	X						0	0	0
(31) TED MOROZ	4.00									
BOD MEMBER	0.00	X						0	0	0
(32) DONALD PROCTOR	4.00									
BOD MEMBER	0.00	X						0	0	0
(33) STEVEN T. ROSEN	4.00									
BOD MEMBER	0.00	X						0	0	0
(34) KENNETH M. SCHWARTZ	4.00									
BOD MEMBER	0.00	X						0	0	0
(35) BART SICHEL	4.00									
BOD MEMBER	0.00	X						0	0	0
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

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 **u**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	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? <i>If "Yes," complete Schedule J for such individual</i>	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? <i>If "Yes," complete Schedule J for such person</i>	5	

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

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 **u**

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			
(36) FRANK O. SMITH	4.00									
BOD MEMBER	0.00	X						0	0	
(37) KATHRYN C. VECELLIO	4.00									
BOD MEMBER	0.00	X						0	0	
(38) LOUISE G. WARNER	4.00									
BOD MEMBER	0.00	X						0	0	
(39) KEITH S. WHITE	4.00									
BOD MEMBER	0.00	X						0	0	
1b Sub-total										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

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 **u**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>	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? <i>If "Yes," complete Schedule J for such individual</i>	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? <i>If "Yes," complete Schedule J for such person</i>	5	

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

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 **u**

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No. 1545-0047

2016

Open to Public Inspection

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

u Attach to Form 990 or Form 990-EZ.

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

Department of the Treasury
Internal Revenue Service

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

[REDACTED]

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 12, 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 (Form 990 or 990-EZ).)
- 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 agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 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.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12 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 in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(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) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	279,789,664	302,437,152	283,909,984	285,638,088	314,912,814	1466687702
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3	279,789,664	302,437,152	283,909,984	285,638,088	314,912,814	1466687702
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)						245,762,639
6 Public support. Subtract line 5 from line 4.						1220925063

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
7 Amounts from line 4	279,789,664	302,437,152	283,909,984	285,638,088	314,912,814	1466687702
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	2,260,636	1,203,865	1,891,412	1,565,846	7,018,822	13,940,581
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 VI.)	1,974,227	104,879	56,829	19,529	25,439,044	27,594,508
11 Total support. Add lines 7 through 10						1508222791

12 Gross receipts from related activities, etc. (see instructions) **12** 117,717,676

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 2016 (line 6, column (f) divided by line 11, column (f))	14	80.95 %
15 Public support percentage from 2015 Schedule A, Part II, line 14	15	84.36 %

16a 33 1/3% support test—2016. 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—2015. 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—2016. 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 VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization

b 10%-facts-and-circumstances test—2015. 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 VI 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 10 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) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
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						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
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						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						
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 <input type="checkbox"/>						

Section C. Computation of Public Support Percentage

15 Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f))	15	%
16 Public support percentage from 2015 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2016 (line 10c, column (f) divided by line 13, column (f))	17	%
18 Investment income percentage from 2015 Schedule A, Part III, line 17	18	%

- 19a 33 1/3% support tests—2016.** 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—2015.** 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

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b	Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations *(continued)*

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
11a		
b A family member of a person described in (a) above?		
11b		
c A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
1		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		
2		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		
1		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
1		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
2		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		
3		

Section E. Type III Functionally-Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
2a		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
2b		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
3a		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		
3b		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4).	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2016 from Section C, line 6	
10 Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2016	(iii) Distributable Amount for 2016
1 Distributable amount for 2016 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2016 (reasonable cause required-explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2016:			
a			
b			
c From 2013			
d From 2014			
e From 2015			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2016 distributable amount			
i Carryover from 2011 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2016 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2016 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2016, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2016. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 Excess distributions carryover to 2017. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a			
b Excess from 2013			
c Excess from 2014			
d Excess from 2015			
e Excess from 2016			

Part VI Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Part II, Line 10 - Other Income Detail

Grant Term. & Refund (YR 2012) \$ 1,844,147

Other Misc. Revenue (YR 2012-2016) \$ 430,165

TAP Contractual Return \$ 25,320,196

**SCHEDULE C
(Form 990 or 990-EZ)**

Political Campaign and Lobbying Activities

For Organizations Exempt From Income Tax Under section 501(c) and section 527

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization is described below. Attach to Form 990 or Form 990-EZ.

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

If the organization answered "Yes," on Form 990, Part IV, line 3, or Form 990-EZ, Part V, line 46 (Political Campaign Activities), then

- Section 501(c)(3) organizations: Complete Parts I-A and B. Do not complete Part I-C.
- Section 501(c) (other than section 501(c)(3)) organizations: Complete Parts I-A and C below. Do not complete Part I-B.
- Section 527 organizations: Complete Part I-A only.

If the organization answered "Yes," on Form 990, Part IV, line 4, or Form 990-EZ, Part VI, line 47 (Lobbying Activities), then

- Section 501(c)(3) organizations that have filed Form 5768 (election under section 501(h)): Complete Part II-A. Do not complete Part II-B.
- Section 501(c)(3) organizations that have NOT filed Form 5768 (election under section 501(h)): Complete Part II-B. Do not complete Part II-A.

If the organization answered "Yes," on Form 990, Part IV, line 5 (Proxy Tax) (see separate instructions) or Form 990-EZ, Part V, line 35c (Proxy Tax) (see separate instructions), then

- Section 501(c)(4), (5), or (6) organizations: Complete Part III.

Name of organization THE LEUKEMIA & LYMPHOMA SOCIETY, INC	Employer identification number [REDACTED]
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Part I-A Complete if the organization is exempt under section 501(c) or is a section 527 organization.

- 1 Provide a description of the organization's direct and indirect political campaign activities in Part IV. (see instructions for definition of "political campaign activities")
- 2 Political campaign activity expenditures (see instructions) u \$
- 3 Volunteer hours for political campaign activities (see instructions)

Part I-B Complete if the organization is exempt under section 501(c)(3).

- 1 Enter the amount of any excise tax incurred by the organization under section 4955 u \$
- 2 Enter the amount of any excise tax incurred by organization managers under section 4955 u \$
- 3 If the organization incurred a section 4955 tax, did it file Form 4720 for this year? Yes No
- 4a Was a correction made? Yes No
- b If "Yes," describe in Part IV.

Part I-C Complete if the organization is exempt under section 501(c), except section 501(c)(3).

- 1 Enter the amount directly expended by the filing organization for section 527 exempt function activities u \$
- 2 Enter the amount of the filing organization's funds contributed to other organizations for section 527 exempt function activities u \$
- 3 Total exempt function expenditures. Add lines 1 and 2. Enter here and on Form 1120-POL, line 17b u \$
- 4 Did the filing organization file Form 1120-POL for this year? Yes No

5 Enter the names, addresses and employer identification number (EIN) of all section 527 political organizations to which the filing organization made payments. For each organization listed, enter the amount paid from the filing organization's funds. Also enter the amount of political contributions received that were promptly and directly delivered to a separate political organization, such as a separate segregated fund or a political action committee (PAC). If additional space is needed, provide information in Part IV.

(a) Name	(b) Address	(c) EIN	(d) Amount paid from filing organization's funds. If none, enter -0-.	(e) Amount of political contributions received and promptly and directly delivered to a separate political organization. If none, enter -0-.
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part II-A Complete if the organization is exempt under section 501(c)(3) and filed Form 5768 (election under section 501(h)).

- A** Check if the filing organization belongs to an affiliated group (and list in Part IV each affiliated group member's name, address, EIN, expenses, and share of excess lobbying expenditures).
- B** Check if the filing organization checked box A and "limited control" provisions apply.

Limits on Lobbying Expenditures
(The term "expenditures" means amounts paid or incurred.)

(a) Filing organization's totals

(b) Affiliated group totals

- 1a** Total lobbying expenditures to influence public opinion (grass roots lobbying)
- b** Total lobbying expenditures to influence a legislative body (direct lobbying)
- c** Total lobbying expenditures (add lines 1a and 1b)
- d** Other exempt purpose expenditures
- e** Total exempt purpose expenditures (add lines 1c and 1d)
- f** Lobbying nontaxable amount. Enter the amount from the following table in both columns.

If the amount on line 1e, column (a) or (b) is:	The lobbying nontaxable amount is:
Not over \$500,000	20% of the amount on line 1e.
Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000.
Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000.
Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000.
Over \$17,000,000	\$1,000,000.

- g** Grassroots nontaxable amount (enter 25% of line 1f)
- h** Subtract line 1g from line 1a. If zero or less, enter -0-
- i** Subtract line 1f from line 1c. If zero or less, enter -0-
- j** If there is an amount other than zero on either line 1h or line 1i, did the organization file Form 4720 reporting section 4911 tax for this year?

Yes No

4-Year Averaging Period Under section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the separate instructions for lines 2a through 2f.)

Lobbying Expenditures During 4-Year Averaging Period

Calendar year (or fiscal year beginning in)	(a) 2013	(b) 2014	(c) 2015	(d) 2016	(e) Total
2a Lobbying nontaxable amount					
b Lobbying ceiling amount (150% of line 2a, column(e))					
c Total lobbying expenditures					
d Grassroots nontaxable amount					
e Grassroots ceiling amount (150% of line 2d, column (e))					
f Grassroots lobbying expenditures					

Part II-B Complete if the organization is exempt under section 501(c)(3) and has NOT filed Form 5768 (election under section 501(h)).

For each "Yes," response on lines 1a through 1i below, provide in Part IV a detailed description of the lobbying activity.

	(a)		(b)
	Yes	No	Amount
1 During the year, did the filing organization attempt to influence foreign, national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:			
a Volunteers?	X		
b Paid staff or management (include compensation in expenses reported on lines 1c through 1i)?	X		
c Media advertisements?		X	
d Mailings to members, legislators, or the public?		X	
e Publications, or published or broadcast statements?	X		188,955
f Grants to other organizations for lobbying purposes?		X	
g Direct contact with legislators, their staffs, government officials, or a legislative body?	X		207,888
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any similar means?	X		298,823
i Other activities?	X		714,313
j Total. Add lines 1c through 1i			1,409,979
2a Did the activities in line 1 cause the organization to be not described in section 501(c)(3)?		X	
b If "Yes," enter the amount of any tax incurred under section 4912			
c If "Yes," enter the amount of any tax incurred by organization managers under section 4912			
d If the filing organization incurred a section 4912 tax, did it file Form 4720 for this year?			

Part III-A Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6).

	Yes	No
1 Were substantially all (90% or more) dues received nondeductible by members?	1	
2 Did the organization make only in-house lobbying expenditures of \$2,000 or less?	2	
3 Did the organization agree to carry over lobbying and political campaign activity expenditures from the prior year?	3	

Part III-B Complete if the organization is exempt under section 501(c)(4), section 501(c)(5), or section 501(c)(6) and if either (a) BOTH Part III-A, lines 1 and 2, are answered "No," OR (b) Part III-A, line 3, is answered "Yes."

1 Dues, assessments and similar amounts from members	1
2 Section 162(e) nondeductible lobbying and political expenditures (do not include amounts of political expenses for which the section 527(f) tax was paid).	
a Current year	2a
b Carryover from last year	2b
c Total	2c
3 Aggregate amount reported in section 6033(e)(1)(A) notices of nondeductible section 162(e) dues	3
4 If notices were sent and the amount on line 2c exceeds the amount on line 3, what portion of the excess does the organization agree to carryover to the reasonable estimate of nondeductible lobbying and political expenditure next year?	4
5 Taxable amount of lobbying and political expenditures (see instructions)	5

Part IV Supplemental Information

Provide the descriptions required for Part I-A, line 1; Part I-B, line 4; Part I-C, line 5; Part II-A (affiliated group list); Part II-A, lines 1 and 2 (see instructions); and Part II-B, line 1. Also, complete this part for any additional information.

Schedule C, Part II-B, Line 1

LLS is a member of a number of coalitions and memberships including Friends of Cancer Research, Alliance For A Stronger FDA, One Voice Against Cancer, National Health Council, North American Association, American Childhood Cancer Organization, Public Affairs Council, The Cancer Leadership Council and The State Access to Innovative Medicines Coalition.

Part IV Supplemental Information (continued)

Schedule C, Part IV, Additional Information

LLS partners with a number of lobbying firms who work with our public policy staff to carry out our lobbying objectives. LLS mobilizes patient-advocates and volunteers to engage with their federal and state legislators through digital advocacy - sending letters; sharing their personal stories; signing petitions; and encouraging their legislators to support LLS' policy priorities. In conjunction with LLS employees, patient-advocates also visit their legislators in their local offices, in Washington, DC and in state capitols to further LLS' policy agenda.

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

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

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

OMB No. 1545-0047

2016

Open to Public Inspection

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

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

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

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number of funds, aggregate values, and compliance questions.

Part II Conservation Easements.

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

Table with 2 columns: Question, Held at the End of the Tax Year. Rows include purpose of easements, total number, acreage, and compliance questions.

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

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

Table with 2 columns: Question, Amount. Rows include reporting requirements for art and historical treasures.

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 use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 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" on 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 |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII Yes No

Part V Endowment Funds.

Complete if the organization answered "Yes" on 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	6,027,967	6,115,645	6,122,698	6,027,657	6,000,186
b Contributions	5,200	45,095			
c Net investment earnings, gains, and losses	119,369	116,288	218,549	313,872	482,520
d Grants or scholarships	-240,000	-240,000	-221,499	-215,000	-450,000
e Other expenditures for facilities and programs					
f Administrative expenses	-15,159	-9,060	-4,103	-3,831	-5,049
g End of year balance	5,897,377	6,027,967	6,115,645	6,122,698	6,027,657

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment **u** _____ %
 - b Permanent endowment **u** **51.00** %
 - c Temporarily restricted endowment **u** **49.00** %
- The percentages on 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:
- | | Yes | No |
|-----------------------------|--------------------------|-------------------------------------|
| (i) unrelated organizations | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (ii) related organizations | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? Yes No
- 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" on 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				
b Buildings				
c Leasehold improvements		1,567,984	856,968	711,016
d Equipment		35,693,636	27,252,511	8,441,125
e Other		3,904,564	3,068,861	835,703
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)		u		9,987,844

Part VII Investments—Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 12.) u		

Part VIII Investments—Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Column (b) must equal Form 990, Part X, col. (B) line 13.) u		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) u	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) u	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	374,922,421
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a	4,662,977	
b	Donated services and use of facilities	2b	11,041,935	
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d	8,699,483	
e	Add lines 2a through 2d	2e	24,404,395	
3	Subtract line 2e from line 1	3	350,518,026	
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	95,949	
b	Other (Describe in Part XIII.)	4b	-5,315,375	
c	Add lines 4a and 4b	4c	-5,219,426	
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)	5	345,298,600	

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	337,468,337
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a	11,041,935	
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d	10,852,338	
e	Add lines 2a through 2d	2e	21,894,273	
3	Subtract line 2e from line 1	3	315,574,064	
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	95,949	
b	Other (Describe in Part XIII.)	4b	-184,000	
c	Add lines 4a and 4b	4c	-88,051	
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)	5	315,486,013	

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, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

Part III, Line 4 - Collections and Relation to Exempt Purpose

The LLS collection is of photographs which are used for public exhibition at fundraising events held to support LLS's programs.

Part V, Line 4 - Intended Uses for Endowment Funds

LLS's endowments are intended to fund research as well as support LLS's Public Education Programs.

Part X - FIN 48 Footnote

LLS recognizes the effect of income tax positions only if those tax positions are more likely than not to be sustained. Income generated from activities unrelated to LLS's exempt purpose is subject to tax under

Part XIII Supplemental Information (continued)

Internal Revenue Code Section 511. LLS did not recognize any unrelated business income tax liability for the years Ended June 30, 2017 and 2016.

Part XI, Line 2d - Revenue Amounts Included in Financials - Other

LLS Canada Revenue	\$ 8,524,695
Pearlpoint Cancer Support Revenue	\$ 174,788
Total other	\$ 8,699,483

Part XI, Line 4b - Revenue Amounts Included on Return - Other

Pearlpoint Management Fees	\$ 118,848
Loss on sale of asset	\$ -5,434,223
Total other:	\$ -5,315,375

Part XII, Line 2d - Expense Amounts Included in Financials - Other

LLS Canada Expenses	\$ 5,085,686
Pearlpoint Cancer Support Expenses	\$ 332,429
Loss on sale of asset	\$ 5,434,223
Total other:	\$ 10,852,338

Part XII, Line 4b - Expense Amounts Included on Return - Other

LLS Canada Foreign Currency Adj	\$ -184,000
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**SCHEDULE F
(Form 990)**

Statement of Activities Outside the United States

OMB No. 1545-0047

u Complete if the organization answered "Yes" on Form 990, Part IV, line 14b, 15, or 16.
u Attach to Form 990.

2016

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

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

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

[REDACTED]

Part I General Information on Activities Outside the United States. Complete if the organization answered "Yes" on Form 990, Part IV, line 14b.

1 For grantmakers. Does the organization maintain records to substantiate the amount of its grants and other assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? Yes No

2 For grantmakers. Describe in Part V the organization's procedures for monitoring the use of its grants and other assistance outside the United States.

3 Activities per Region. (The following Part I, line 3 table can be duplicated if additional space is needed.)

(a) Region	(b) Number of offices in the region	(c) Number of employees, agents, and independent contractors in the region	(d) Activities conducted in the region (by type) (such as, fundraising, program services, investments, grants to recipients located in the region)	(e) If activity listed in (d) is a program service, describe specific type of service(s) in the region	(f) Total expenditures for and investments in the region
CENTRAL AMERICA & CARIBBEAN					
(1) EAST ASIA		1	INVESTMENTS	INVESTMENTS	3,543,591
(2) NORTH AMERICA		5	RESEARCH FUNDING	RESEARCH GRANTS	824,166
(3) EUROPE	7	7	RESEARCH FUNDING	RESEARCH GRANTS	7,043,037
(4) EUROPE		7	RESEARCH FUNDING	RESEARCH GRANTS	1,423,474
(5)		1	INVESTMENTS	INVESTMENTS	980,649
(6)					
(7)					
(8)					
(9)					
(10)					
(11)					
(12)					
(13)					
(14)					
(15)					
(16)					
(17)					
3a Sub-total	7	21			13,814,917
b Total from continuation sheets to Part I					
c Totals (add lines 3a and 3b)	7	21			13,814,917



Part II Grants and Other Assistance to Organizations or Entities Outside the United States. Complete if the organization answered "Yes" on Form 990, Part IV, line 15, for any recipient who received more than \$5,000. Part II can be duplicated if additional space is needed.

1	(a) Name of organization	(b) IRS code section and EIN (if applicable)	(c) Region	(d) Purpose of grant	(e) Amount of cash grant	(f) Manner of cash disbursement	(g) Amount of noncash assistance	(h) Description of noncash assistance	(i) Method of valuation (book, FMV, appraisal, other)
(1)			East Asia	Research Grant & Pacific	100,000	WIRE			FMV
(2)			East Asia	Research Grant & Pacific	60,000	WIRE			FMV
(3)			East Asia	Research Grant & Pacific	199,175	WIRE			FMV
(4)			East Asia	Research Grant & Pacific	199,991	CHECK			FMV
(5)			East Asia	Research Grant & Pacific	200,000	WIRE			FMV
(6)			Europe	Research Grant	65,583	WIRE			FMV
(7)			North America	Research Grant	60,000	CHECK			FMV
(8)			North America	Research Grant	200,000	CHECK			FMV
(9)			North America	Research Grant	200,000	CHECK			FMV
(10)			North America	Research Grant	1,000,000	CHECK			FMV
(11)			North America	Research Grant	1,000,000	CHECK			FMV
(12)			North America	Research Grant	300,000	CHECK			FMV
(13)			North America	Research Grant	65,000	CHECK			FMV
(14)			North America	Therapy Acceleration	11,655	CHECK			FMV
(15)			North America	Therapy Acceleration	11,655	CHECK			FMV
(16)			North America	Research Grant	4,194,727	WIRE			FMV

2 Enter total number of recipient organizations listed above that are recognized as charities by the foreign country, recognized as tax-exempt by the IRS, or for which the grantee or counsel has provided a section 501(c)(3) equivalency letter

u 0

3 Enter total number of other organizations or entities

u 19

Part II Grants and Other Assistance to Organizations or Entities Outside the United States. Complete if the organization answered "Yes" on Form 990, Part IV, line 15, for any recipient who received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 9 columns: (a) Name of organization, (b) IRS code section and EIN, (c) Region, (d) Purpose of grant, (e) Amount of cash grant, (f) Manner of cash disbursement, (g) Amount of noncash assistance, (h) Description of noncash assistance, (i) Method of valuation. Rows 1-16 contain data for various grants, including amounts like 65,000, 250,000, 399,558, 200,000, 110,000, 133,333, 65,000, and 200,000.

2 Enter total number of recipient organizations listed above that are recognized as charities by the foreign country, recognized as tax-exempt by the IRS, or for which the grantee or counsel has provided a section 501(c)(3) equivalency letter u
3 Enter total number of other organizations or entities u



Part III Grants and Other Assistance to Individuals Outside the United States. Complete if the organization answered "Yes" on Form 990, Part IV, line 16.

Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Region	(c) Number of recipients	(d) Amount of cash grant	(e) Manner of cash disbursement	(f) Amount of noncash assistance	(g) Description of noncash assistance	(h) Method of valuation (book, FMV, appraisal, other)
(1)							
(2)							
(3)							
(4)							
(5)							
(6)							
(7)							
(8)							
(9)							
(10)							
(11)							
(12)							
(13)							
(14)							
(15)							
(16)							
(17)							
(18)							

Part IV Foreign Forms

- 1** Was the organization a U.S. transferor of property to a foreign corporation during the tax year? *If "Yes," the organization may be required to file Form 926, Return by a U.S. Transferor of Property to a Foreign Corporation (see Instructions for Form 926)* Yes No
- 2** Did the organization have an interest in a foreign trust during the tax year? *If "Yes," the organization may be required to separately file Form 3520, Annual Return To Report Transactions With Foreign Trusts and Receipt of Certain Foreign Gifts, and/or Form 3520-A, Annual Information Return of Foreign Trust With a U.S. Owner (see Instructions for Forms 3520 and 3520-A; do not file with Form 990)* Yes No
- 3** Did the organization have an ownership interest in a foreign corporation during the tax year? *If "Yes," the organization may be required to file Form 5471, Information Return of U.S. Persons With Respect to Certain Foreign Corporations (see Instructions for Form 5471)* Yes No
- 4** Was the organization a direct or indirect shareholder of a passive foreign investment company or a qualified electing fund during the tax year? *If "Yes," the organization may be required to file Form 8621, Information Return by a Shareholder of a Passive Foreign Investment Company or Qualified Electing Fund (see Instructions for Form 8621)* Yes No
- 5** Did the organization have an ownership interest in a foreign partnership during the tax year? *If "Yes," the organization may be required to file Form 8865, Return of U.S. Persons With Respect to Certain Foreign Partnerships (see Instructions for Form 8865)* Yes No
- 6** Did the organization have any operations in or related to any boycotting countries during the tax year? *If "Yes," the organization may be required to separately file Form 5713, International Boycott Report (see Instructions for Form 5713; do not file with Form 990)* Yes No

Part V Supplemental Information

Provide the information required by Part I, line 2 (monitoring of funds); Part I, line 3, column (f) (accounting method; amounts of investments vs. expenditures per region); Part II, line 1 (accounting method); Part III (accounting method); and Part III, column (c) (estimated number of recipients), as applicable. Also complete this part to provide any additional information. See instructions.

Part I, Line 2 - Procedures for Monitoring the Use of Grant Funds

FIDUCIARY RESPONSIBILITY AND TRANSPARENCY TO OUR DONORS IS A HIGH PRIORITY. THE LEUKEMIA & LYMPHOMA SOCIETY (LLS) PLACES CONSIDERABLE EMPHASIS ON THE OVERSIGHT OF GRANT SPENDING. TO ACCOMPLISH THIS WE REQUIRE THE SUBMISSION OF ANNUAL FINANCIAL REPORTS FOR EACH OF OUR ACTIVE GRANTS. THE REPORT MUST BE SIGNED BY THE FINANCIAL OFFICER AND/OR THE DESIGNATED OFFICIAL OF THE INSTITUTION HOSTING THE AWARD. AT THE END OF THE GRANT, WE REQUIRE A FINAL FINANCIAL REPORT THAT PROVIDES AN OVERVIEW OF ALL SPENDING THROUGH THE DURATION OF THE AWARD. WE REQUIRE SPECIFIC ACCOUNTING OF SPENDING ON PERSONNEL, CONSULTANTS, EQUIPMENT PURCHASES, SUPPLIES, TRAVEL, PATIENT CARE COSTS, ANIMAL CARE COSTS, AND ANY OTHER EXPENSE A GRANTEE MAY INCUR. WE HAVE SPECIFIC INSTRUCTIONS AND DOLLAR AMOUNT LIMITATIONS SET FOR MANY OF THESE CATEGORIES DEPENDING ON THE AWARD TYPE. FINANCIAL REPORTS ARE REVIEWED FOR NUMERICAL ACCURACY, ADHERENCE TO OUR GUIDELINES, AND FOR THE VERIFICATION OF APPROVAL FROM THE INSTITUTION'S FINANCIAL OFFICER. IF THE GRANTEE DOES NOT SUBMIT AN ANNUAL FINANCIAL REPORT BY THE DUE DATE OUTLINED IN THEIR CONTRACT, FUNDING IS SUSPENDED UNTIL LLS RECEIVES AND APPROVES THE DELINQUENT REPORT. THE ACCOUNTING METHOD UTILIZED FOR GRANTS REPORTED ON PART II IS THE ACCRUAL METHOD AS CONSISTENT WITH BOOKS AND RECORDS.

Part I, Line 3 - Activities per Region

Region	Expenditures	Investments
CENTRAL AMERICA & CARIBBEAN	\$ 0	\$ 3,543,591
EAST ASIA	\$ 824,166	\$ 0
NORTH AMERICA	\$ 7,043,037	\$ 0
EUROPE	\$ 1,423,474	\$ 0

Part V Supplemental Information

Provide the information required by Part I, line 2 (monitoring of funds); Part I, line 3, column (f) (accounting method; amounts of investments vs. expenditures per region); Part II, line 1 (accounting method); Part III (accounting method); and Part III, column (c) (estimated number of recipients), as applicable. Also complete this part to provide any additional information. See instructions.

EUROPE	\$	0	\$	980,649
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**SCHEDULE G
(Form 990 or 990-EZ)**

Supplemental Information Regarding Fundraising or Gaming Activities

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

U Attach to Form 990 or Form 990-EZ.

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

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I Fundraising Activities. Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.

- a Mail solicitations
- b Internet and email solicitations
- c Phone solicitations
- d In-person solicitations
- e Solicitation of non-government grants
- f Solicitation of government grants
- g Special fundraising events

2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services? Yes No

b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1 MAIL AMERICA COMMUNICATIONS INC. 174 ELKTON FARM ROAD FOREST VA 24551	DIRECT MAI		X	0	1,129,235	-1,129,235
2 THOMPSON, HABIB & DENISON 80 HAYDEN AVENUE, SUITE 300 LEXINGTON MA 02421	DIRECT MAI		X	0	623,839	-623,839
3 THE HERITAGE COMPANY, INC PO BOX 16325 LITTLE ROCK AR 72231-6325	DIRECT MAI		X	0	280,024	-280,024
4 COINSTAR 1800 114th Avenue SE BELLEVUE WA 98004	COIN COLLE		X	0	27,462	-27,462
5						
6						
7						
8						
9						
10						
Total					2,060,560	-2,060,560

3 List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

All states as well as the District of Columbia and Puerto Rico

Part II Fundraising Events. Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events	
		<u>Lake Tahoe Bike</u> (event type)	<u>DC Leukemia Bal</u> (event type)	<u>487</u> (total number)	(add col. (a) through col. (c))	
Revenue	1	Gross receipts	3,274,204	3,088,181	178,221,039	184,583,424
	2	Less: Contributions	3,046,757	1,763,429	159,800,502	164,610,688
	3	Gross income (line 1 minus line 2)	227,447	1,324,752	18,420,537	19,972,736
Direct Expenses	4	Cash prizes				
	5	Noncash prizes	80,220	5,309	4,755,183	4,840,712
	6	Rent/facility costs	523	729,071	8,712,085	9,441,679
	7	Food and beverages	50,223	330,743	3,604,904	3,985,870
	8	Entertainment	2,310	285,830	868,603	1,156,743
	9	Other direct expenses	248,392	32,088	5,196,059	5,476,539
	10	Direct expense summary. Add lines 4 through 9 in column (d)				24,901,543
11	Net income summary. Subtract line 10 from line 3, column (d)				-4,928,807	

Part III Gaming. Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
		1	Gross revenue		
Direct Expenses	2	Cash prizes		2,000	2,000
	3	Noncash prizes		244,953	244,953
	4	Rent/facility costs			
	5	Other direct expenses			
	6	Volunteer labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes 90.00% <input type="checkbox"/> No
7	Direct expense summary. Add lines 2 through 5 in column (d)				246,953
8	Net gaming income summary. Subtract line 7 from line 1, column (d)				678,471

9 Enter the state(s) in which the organization conducts gaming activities: See Sch G, Part IV

a Is the organization licensed to conduct gaming activities in each of these states? Yes No

b If "No," explain:

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? Yes No

b If "Yes," explain:



- 11 Does the organization conduct gaming activities with nonmembers? Yes No
- 12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming? Yes No

13 Indicate the percentage of gaming activity conducted in:

a The organization's facility	13a	25.00 %
b An outside facility	13b	75.00 %

14 Enter the name and address of the person who prepares the organization's gaming/special events books and records:

Name **u** **ROSEMARIE LOFFREDO**
3 International Drive, Suite 200
Address **u** **RYE BROOK** **NY 10573**

- 15a Does the organization have a contract with a third party from whom the organization receives gaming revenue? Yes No
- b If "Yes," enter the amount of gaming revenue received by the organization **u** \$ and the amount of gaming revenue retained by the third party **u** \$
- c If "Yes," enter name and address of the third party:

Name **u**
Address **u**

16 Gaming manager information:

Name **u** **SEE SCHEDULE G, PART IV**
Gaming manager compensation **u** \$
Description of services provided **u**
 Director/officer Employee Independent contractor

17 Mandatory distributions:

- a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license? Yes No
- b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year **u** \$

Part IV Supplemental Information. Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information.
See instructions

See Schedule G Supplemental Information Worksheet

SCHEDULE G
(Form 990 or
990-EZ)

Supplemental Information

2016

For calendar year 2016, or tax year beginning **07/01/16**, and ending **06/30/17**

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Sch G, Part II, Line 9 - States with Gaming Operations

California, Delaware, District of Columbia, Iowa, New York, Ohio, Oregon,
Pennsylvania, Texas and Wisconsin.

Schedule G Part I, Line 2B

LLS used Mail America Communications, Thompson, Habib & Dension, and The
Heritage Company for its national community campaign and direct mail
programs. These programs generated gross receipts of \$20,728,022 during
fiscal year 2017. LLS used Coinstar for its coin collection during the
fiscal year 2017.

Schedule G Part II - Line 2

Contributions represent the cash donations in excess of the fair market
value of benefits provided to the donor.

Schedule G Part III - Line 16

The Leukemia and Lymphoma Society does not have an overall manager for
gaming activities. Each gaming event is managed locally by the specific
chapter staff.

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury Internal Revenue Service

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

u Attach to Form 990.

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance...
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section, (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation, (g) Description of non-cash assistance, (h) Purpose of grant or assistance. Rows include University of Alabama at Birmingham, University of Arizona, Decoy Biosciences Agreement, Forty Seven, Inc., ImmunGene, Inc., Kite Pharma, Inc.

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table u 207
3 Enter total number of other organizations listed in the line 1 table u 9

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.
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OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Beckman Research Institute of City Duarte and Cedars-Sinai Medical Center.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

OMB No. 1545-0047

2016

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Department of the Treasury Internal Revenue Service

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u Attach to Form 990.

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Leland Stanford Junior University and Sanford Burnham Prebys Medical Disc.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.
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OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include grants to The Regents of the University of California, Scripps Research Institute, and Yale University.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.
Information about Schedule I (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Yale University, IWMF, Emory University, H. Lee Moffitt Cancer Center & Rese, The University of North Carolina at, University of Miami.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury Internal Revenue Service

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

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Johns Hopkins University Cen, Northwestern University, and The University of Chicago.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
Attach to Form 990.
Information about Schedule I (Form 990) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury Internal Revenue Service

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include grants to The University of Chicago, Indiana University, and Constellation Pharmaceutical.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury Internal Revenue Service

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

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance...
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section, (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation, (g) Description of non-cash assistance, (h) Purpose of grant or assistance. Rows include Dana Farber Cancer Institute, KDAC Therapeutics, University of Maryland at Baltimore, Beth Israel Deaconess Medical Center, and Boston Children's Hospital.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

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Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Boston Children's Hospital and Brigham and Womens Hospital.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

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Name of the organization

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Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance...
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section, (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation, (g) Description of non-cash assistance, (h) Purpose of grant or assistance. Rows include Brigham and Womens Hospital, Broad Institute, Inc., and Dana-Farber Cancer Institute.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

**SCHEDULE I
(Form 990)**

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.

OMB No. 1545-0047

2016

**Open to Public
Inspection**

Department of the Treasury
Internal Revenue Service

u Attach to Form 990.

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Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

[REDACTED]

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? Yes No
- 2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1	(a) Name and address of organization or government	(b) EIN	(c) IRC section (if applicable)	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of noncash assistance	(h) Purpose of grant or assistance
(1)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	55,000		Accrual		Research Grant
(2)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	15,477		Accrual		Research Grant
(3)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	67,000		Accrual		Research Grant
(4)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	55,000		Accrual		Research Grant
(5)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	55,000		Accrual		Research Grant
(6)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	46,647		Accrual		Research Grant
(7)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	55,000		Accrual		Research Grant
(8)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	200,000		Accrual		Research Grant
(9)	Dana-Farber Cancer Institute 450 Brookline Avenue Mail Stop BP45 Boston MA 02215	04-2263040	3	200,000		Accrual		Research Grant

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table **u**
- 3 Enter total number of other organizations listed in the line 1 table **u**

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

OMB No. 1545-0047

2016

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Department of the Treasury Internal Revenue Service

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Name of the organization THE LEUKEMIA & LYMPHOMA SOCIETY, INC Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance...
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section, (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation, (g) Description of non-cash assistance, (h) Purpose of grant or assistance. Rows include Dana-Farber Cancer Institute and Harvard Medical School.

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
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Name of the organization

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Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Massachusetts General Hospital and New York University School of Medicine.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

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- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include University of Massachusetts Medical, Mayo Clinic Arizona, Mayo Clinic Rochester, University of Minnesota, Washington University in St. Louis, and Washington University School of Med.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
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- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Washington University School of Medicine, Albert Einstein College of Medicine, Cold Spring Harbor Laboratory, Icahn School of Medicine at Mount Sinai, and Memorial Sloan Kettering Cancer Center.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
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Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Contains 9 rows of data for Memorial Sloan Kettering Cancer Cen.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

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Name of the organization

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Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance...
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section, (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation, (g) Description of non-cash assistance, (h) Purpose of grant or assistance. Rows include Memorial Sloan Kettering Cancer Cen and New York University Medical Center.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

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Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance...
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section, (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation, (g) Description of non-cash assistance, (h) Purpose of grant or assistance. Contains 9 rows of grant data.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
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- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Weill Cornell Medical College and Duke University Medical Center.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
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SCHEDULE I (Form 990)

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Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section, (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation, (g) Description of non-cash assistance, (h) Purpose of grant or assistance. Rows include Case Western Reserve University, Cincinnati Children's Hospital, and University of Cincinnati.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.
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2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include American Association for Cancer, Perelman School of Medicine, Regents of the University of Michigan, and The Children's Hospital of Philadelphia.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

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Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include The Trustees of the University of Pennsylvania, The Wistar Institute, St. Jude Children's Research Hospital, Baylor College of Medicine, and The University of Texas MD Anderson.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

Grants and Other Assistance to Organizations, Governments, and Individuals in the United States

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Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance...
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section, (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation, (g) Description of non-cash assistance, (h) Purpose of grant or assistance. Rows include grants to The University of Texas MD Anderson, Univ of Texas Health Science Center, UT Southwestern Medical Center, Vanderbilt University Medical Center, University of Texas, The University of Utah, etc.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

SCHEDULE I (Form 990)

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Name of the organization

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Employer identification number

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?
2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments. Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

Table with 8 columns: (a) Name and address of organization or government, (b) EIN, (c) IRC section (if applicable), (d) Amount of cash grant, (e) Amount of non-cash assistance, (f) Method of valuation (book, FMV, appraisal, other), (g) Description of noncash assistance, (h) Purpose of grant or assistance. Rows include Virginia Commonwealth University, Fred Hutchinson Cancer Research Center, and Children's National Health System.

- 2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table
3 Enter total number of other organizations listed in the line 1 table

Part III Grants and Other Assistance to Domestic Individuals. Complete if the organization answered "Yes" on Form 990, Part IV, line 22.
Part III can be duplicated if additional space is needed.

(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of noncash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of noncash assistance
1 COPAY ASSISTANCE CLL	5970	14,572,918			
2 COPAY ASSISTANCE LYMPHOMA	9488	12,493,774			
3 COPAY ASSISTANCE MDS	1568	3,419,824			
4 COPAY ASSISTANCE MYELOMA	11094	34,277,850			
5 COPAY ASSISTANCE MANTEL	1411	4,225,653			
6 COPAY ASSISTANCE WALDENST	1104	3,402,974			
7 COPAY ASSISTANCE CML	391	576,110			

Part IV Supplemental Information. Provide the information required in Part I, line 2; Part III, column (b); and any other additional information.

See Schedule I Supplemental Information Worksheet

Supplemental Information

SCHEDULE I
(Form 990)

For calendar year 2016, or tax year beginning 07/01/16, and ending 06/30/17

2016

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I, Line 2 - Procedures for Monitoring the Use of Grant Funds

FIDUCIARY RESPONSIBILITY AND TRANSPARENCY TO OUR DONORS IS A HIGH PRIORITY. THE LEUKEMIA & LYMPHOMA SOCIETY (LLS) PLACES CONSIDERABLE EMPHASIS ON THE OVERSIGHT OF GRANT SPENDING. TO ACCOMPLISH THIS WE REQUIRE THE SUBMISSION OF ANNUAL FINANCIAL REPORTS FOR EACH OF OUR ACTIVE GRANTS. THE REPORT MUST BE SIGNED BY THE FINANCIAL OFFICER AND/OR THE DESIGNATED OFFICIAL OF THE INSTITUTION HOSTING THE AWARD. AT THE END OF THE GRANT, WE REQUIRE A FINAL FINANCIAL REPORT THAT PROVIDES AN OVERVIEW OF ALL SPENDING THROUGH THE DURATION OF THE AWARD. WE REQUIRE SPECIFIC ACCOUNTING OF SPENDING ON PERSONNEL, CONSULTANTS, EQUIPMENT PURCHASES, SUPPLIES, TRAVEL, PATIENT CARE COSTS, ANIMAL CARE COSTS, AND ANY OTHER EXPENSE A GRANTEE MAY INCUR. WE HAVE SPECIFIC INSTRUCTIONS AND DOLLAR AMOUNT LIMITATIONS SET FOR MANY OF THESE CATEGORIES DEPENDING ON THE AWARD TYPE. FINANCIAL REPORTS ARE REVIEWED FOR NUMERICAL ACCURACY, ADHERENCE TO OUR GUIDELINES, AND FOR THE VERIFICATION OF APPROVAL FROM THE INSTITUTION'S FINANCIAL OFFICER. IF THE GRANTEE DOES NOT SUBMIT AN ANNUAL FINANCIAL REPORT BY THE DUE DATE OUTLINED IN THEIR CONTRACT, FUNDING IS SUSPENDED UNTIL LLS RECEIVES AND APPROVES THE DELINQUENT REPORT.

PATIENT FINANCIAL AID:

THE LEUKEMIA AND LYMPHOMA SOCIETY (LLS) REGULARLY RECEIVES CALLS FROM PATIENTS WHO CANNOT MOVE FORWARD WITH THEIR POTENTIALLY LIFE-SAVING TREATMENTS BECAUSE THEY CANNOT AFFORD TO PAY FOR MANY EXPENSES RELATED TO THEIR TREATMENT. SOMETIMES PATIENTS HAVE TO CHOOSE BETWEEN BASIC NEEDS SUCH AS FOOD OR SHELTER AND THEIR HEALTH CARE TREATMENT EXPENSES.

Supplemental Information

SCHEDULE I
(Form 990)

For calendar year 2016, or tax year beginning 07/01/16, and ending 06/30/17

2016

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

IN AN EFFORT TO ALLEVIATE SUCH HARDSHIPS, LLS HAS ESTABLISHED A PATIENT FINANCIAL AID PROGRAM THAT PROVIDES APPLICANTS, WHO RESIDE IN THE US AND HAVE A BLOOD CANCER DIAGNOSIS, A ONE-TIME ANNUAL STIPEND TO HELP DEFER SOME OF THESE EXPENSES. LLS ROUTINELY CONDUCTS AN OPERATIONAL AUDIT VERIFYING APPLICANTS ARE IN COMPLIANCE WITH PROGRAM GUIDELINES AND PROGRAM CRITERIA.

CO-PAY ASSISTANCE:

PATIENT APPLICATIONS ARE PROCESSED ON A FIRST COME, FIRST SERVED BASIS. ELIGIBLE PATIENTS MUST RESIDE IN THE UNITED STATES OR PUERTO RICO, HAVE A PROGRAM COVERED BLOOD CANCER DIAGNOSIS CONFIRMED BY A PHYSICIAN, MAINTAIN MEDICAL/PRESCRIPTION INSURANCE AND HAVE HOUSEHOLD INCOME AT OR BELOW 500% OF THE US FEDERAL POVERTY LEVEL AS ADJUSTED BY HOUSEHOLD SIZE AND COST OF LIVING INDEX. PATIENTS MUST PROVIDE PROOF OF INSURANCE AND INCOME. QUALIFYING PATIENTS ARE APPROVED FOR A TWELVE MONTH COVERAGE PERIOD.

PATIENT TRAVEL ASSISTANCE:

THE LEUKEMIA AND LYMPHOMA SOCIETY (LLS) REGULARLY RECEIVES CALLS FROM PATIENTS WHO CANNOT MOVE FORWARD WITH THEIR POTENTIALLY LIFE-SAVING TREATMENTS BECAUSE THEY CANNOT AFFORD TO PAY FOR TRANSPORTATION TO GET TO THEIR PROVIDERS, E.G. DOCTORS, HOSPITALS, TRANSPLANT CENTERS, AND RESEARCH OR CLINICAL TRIAL CENTERS. SOMETIMES PATIENTS HAVE TO TRAVEL OUT-OF-STATE TO GET THEIR PRESCRIBED AND RECOMMENDED TREATMENTS, OFTENTIMES RESULTING IN PATIENTS HAVING TO CHOOSE BETWEEN BASIC NEEDS SUCH AS FOOD OR SHELTER AND THEIR HEALTH CARE.

Supplemental Information

SCHEDULE I
(Form 990)

For calendar year 2016, or tax year beginning 07/01/16, and ending 06/30/17

2016

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number



IN AN EFFORT TO ALLEVIATE SUCH HARDSHIPS, LLS ESTABLISHED THE TRAVEL ASSISTANCE PROGRAM WHICH PROVIDES APPLICANTS, WHO ARE US CITIZENS OR PERMANENT RESIDENTS, HAVE AN ANNUAL INCOME AT OR BELOW 500% OF THE FEDERAL POVERTY LEVEL (FPL) AND HAVE A CONFIRMED BLOOD CANCER DIAGNOSIS, A ONE-TIME ANNUAL STIPEND TO HELP DEFER SOME OF THESE EXPENSES. LLS ROUTINELY CONDUCTS AN OPERATIONAL AUDIT VERIFYING APPLICANTS ARE IN COMPLIANCE WITH PROGRAM GUIDELINES AND PROGRAM CRITERIA.

SCHEDULE J
(Form 990)

Compensation Information

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

u Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
u Attach to Form 990.

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

OMB No. 1545-0047

2016

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

1 [REDACTED]

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|---|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as, maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked in line 1a?

3 Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Compensation committee | <input type="checkbox"/> Written employment contract |
| <input checked="" type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study |
| <input checked="" type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- | | | | |
|--|-----------|-------------------------------------|-------------------------------------|
| a Receive a severance payment or change-of-control payment? | 4a | <input checked="" type="checkbox"/> | |
| b Participate in, or receive payment from, a supplemental nonqualified retirement plan? | 4b | <input checked="" type="checkbox"/> | |
| c Participate in, or receive payment from, an equity-based compensation arrangement? | 4c | | <input checked="" type="checkbox"/> |
- If "Yes" to any of lines 4a–c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5–9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- | | | | |
|--|-----------|--|-------------------------------------|
| a The organization? | 5a | | <input checked="" type="checkbox"/> |
| b Any related organization? | 5b | | <input checked="" type="checkbox"/> |
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- | | | | |
|--|-----------|--|-------------------------------------|
| a The organization? | 6a | | <input checked="" type="checkbox"/> |
| b Any related organization? | 6b | | <input checked="" type="checkbox"/> |
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
1a		
2		
3		
4a	<input checked="" type="checkbox"/>	
4b	<input checked="" type="checkbox"/>	
4c		<input checked="" type="checkbox"/>
5a		<input checked="" type="checkbox"/>
5b		<input checked="" type="checkbox"/>
6a		<input checked="" type="checkbox"/>
6b		<input checked="" type="checkbox"/>
7	<input checked="" type="checkbox"/>	
8		<input checked="" type="checkbox"/>
9		

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.

For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

Table with 8 main columns: (A) Name and Title, (B) Breakdown of W-2 and/or 1099-MISC compensation (sub-columns: (i) Base compensation, (ii) Bonus & incentive compensation, (iii) Other reportable compensation), (C) Retirement and other deferred compensation, (D) Nontaxable benefits, (E) Total of columns (B)(i)-(D), (F) Compensation in column (B) reported as deferred on prior Form 990. Rows include LOUIS J. DEGENNARO, ROSEMARIE A. LOFFREDO, GORDON MILLER, JR, MARK ROITHMAYR, ANDREW S. COCCARI, ALICE O'ROURKE, LEE M. GREENBERGER, PAULETTE DAMIANO, COKER POWELL, DEBORAH MATZ, MICHELE PRZYPYSZNY, and GEORGE J. OMIROS.

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

Part I, Line 4 - Severance, Nonqualified, and Equity-Based Payments

	Severance	Nonqualified	Equity-based
LOUIS J. DEGENNARO	0	65,000	0
PAULETTE DAMIANO - TERM 6/30/2016	220,328	0	0
MICHELE PRZYPYSZNY - TERM 7/21/2016	125,350	0	0
GEORGE J. OMIROS-TERM APR15	111,126	0	0

Severance payments received are included in the respective individual's taxable income and reported on Schedule J, Part II, Column B (iii).

Payment(s) made under a non-qualified retirement plan is not currently taxable and is reported on Schedule J, Part II, Column C.

Part I, Line 7 - Non-Fixed Payments Provided

Bonuses were paid based on the achievement of the employee individual performance. Bonuses were capped according to LLS's policy. These amounts are reported on Schedule J Part II, Column (B)(ii).

**SCHEDULE M
(Form 990)**

Noncash Contributions

OMB No. 1545-0047

2016

**Open To Public
Inspection**

Department of the Treasury
Internal Revenue Service

u Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.

u Attach to Form 990.

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

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

Part I Types of Property

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art — Works of art				
2 Art — Historical treasures				
3 Art — Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities — Publicly traded	X	181	3,455,301	Market Value
10 Securities — Closely held stock				
11 Securities — Partnership, LLC, or trust interests				
12 Securities — Miscellaneous				
13 Qualified conservation contribution — Historic structures				
14 Qualified conservation contribution — Other				
15 Real estate — Residential				
16 Real estate — Commercial				
17 Real estate — Other				
18 Collectibles				
19 Food inventory	X	70		
20 Drugs and medical supplies	X	6	3,442,425	Market Value
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other u (Printed Items)	X	7		
26 Other u (Various)	X	129	109,820	
27 Other u ()				
28 Other u ()				

29	Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement	29	0
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	Yes	No
30a		X
31	X	
32a		X
33		

Part II Supplemental Information. Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

Schedule M - Supplemental Information

PART I, COLUMN (B)

LLS IS REPORTING THE NUMBER OF CONTRIBUTIONS FOR EACH OF THE ITEMS IN PART I, NOT THE NUMBER OF INDIVIDUAL ITEMS.

Part I, Line 33 - Explanation for Not Reporting Revenue

LLS ONLY RECORDS DONATED SECURITIES AS REVENUE. ALL OTHER ITEMS FOR WHICH COLUMN A IS CHECKED ARE NOT RECORDED AS REVENUE OR EXPENSE BECAUSE THEY WOULD NOT HAVE BEEN PURCHASED HAD THEY NOT BEEN DONATED, AND ARE IMMATERIAL IN AMOUNT RELATIVE TO THE STATEMENTS OF LLS.

SCHEDULE O
(Form 990 or 990-EZ)**Supplemental Information to Form 990 or 990-EZ**

OMB No. 1545-0047

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.**2016**Department of the Treasury
Internal Revenue Service

u Attach to Form 990 or 990-EZ.

**Open to Public
Inspection**u Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC**Form 990, Part III, Line 4a - First Accomplishment**

We will continue to support research through our innovative and integrated funding programs, until every patient has a safe and effective therapy. In fiscal year 2017, LLS supported research in the U.S., Canada and 7 other countries with a total research disbursement of approximately \$50 million. Research funding was distributed across all blood cancers.

OUR CRITICAL ROLE

LLS programs accelerate relevant research outcomes by:

- **Building a focused research work-force:** Assuring the next round of breakthroughs requires that young investigators be encouraged to work in blood cancer research fields.
- **Turning discoveries into new therapies:** Fundamental new findings can be translated into safe and effective treatments that can ultimately prolong and enhance patient lives.
- **Supporting synergy:** Large grants and contracts enable scientists in academia and the private-sector to collaborate, combining resources and expertise to produce more and faster advances.
- **Filling a void:** Research projects that are high-risk and/or address rare cancers are less likely to be funded by government agencies or for-profit companies, but may provide important advances.
- **Speeding new treatments to patients:** Partnering with biotechnology and pharmaceutical companies can advance promising therapies through clinical testing, faster.

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

PAST ADVANCES MADE WITH LLS RESEARCH FUNDING

Generous donors have helped LLS support research that has already benefited blood cancer patients and many others. Advances include:

- Multi-drug therapies that are more effective than treatments with single anti-cancer agents,
- Bone marrow / stem cell transplantation and supportive care treatments for patients who relapse despite the best available therapy, and,
- Tests that distinguish specific characteristics of particular blood cancers for accurate diagnosis of cancer subtypes, and for "risk stratification" to select an optimal therapy.

TARGETED THERAPY RESEARCH

Discovering the molecular abnormalities that cause particular types of blood cancer has been useful in diagnosis and risk stratification, and in new "targeted drug" development. LLS-funded investigators have helped advance molecularly targeted treatments that can selectively kill blood cancer cells versus normal cells. Many of these new treatments benefit not only blood cancer patients, but also patients with other diseases. For example:

- Gleevec® is FDA-approved for patients of all ages with chronic myeloid leukemia (CML), and is also approved for patients with one form of acute lymphoid leukemia (ALL), myelodysplastic syndromes (MDS), myeloproliferative disorders and rare forms of stomach and skin cancers. Related drugs, Sprycel® and Tasisign®, are approved for patients who do not benefit from Gleevec. One or more of these drugs are also showing promise for patients with various lymphomas, acute myeloid leukemia (AML), chronic

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

lymphocytic leukemia (CLL), and other cancers, including brain, breast, head-and-neck, lung, pancreatic, and prostate cancers, and patients with other diseases including Alzheimer's, asthma and pulmonary hypertension.

- Rituxan® was the first FDA-approved, anti-cancer antibody drug, developed for patients with forms of B-cell non-Hodgkin lymphoma (NHL). It is now also approved for CLL patients and as a "maintenance" therapy for follicular lymphoma patients, and showing promise for patients with ALL and after stem cell transplantation. In addition, it is approved for treating patients with severe rheumatoid arthritis and two other types of autoimmune diseases. A related antibody drug, Arzerra®, is approved for CLL patients and showing wider promise.

- Velcade®, Thalidomid® and Revlimid® are FDA-approved for patients with myeloma and are also helping some patients with Hodgkin lymphoma and NHL. Krypolis® was recently approved for myeloma patients for whom at least two prior therapies were insufficient. One or more of these drugs are now being tested for patients with T-cell and B-cell forms of lymphoma, acute leukemias, as well as AIDS-related Kaposi sarcoma and brain, breast, colorectal, head-and-neck, kidney, liver, lung, ovarian and prostate cancers, and Alzheimer's disease.

- Istodax®, Zolinza®, Dacogen® and Vidaza® target small chemical, "epigenetic" changes. The first two drugs are approved for patients with peripheral T-cell lymphomas; the latter drugs are approved for MDS patients. One or more of these drugs are being tested for patients with ALL, AML, CML, CLL, myeloma and forms of NHL, after stem cell transplantation, and for patients with breast, brain, kidney, colorectal, head-and-neck, lung, stomach, prostate and ovarian cancers, melanoma as well as sickle cell disease and persistent HIV infections.

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

- Adcetris® was approved in 2011, and in January 2012. It is an antibody-drug conjugate that combines an anti-CD30 antibody and the cytotoxic drug monomethyl auristatin E (MMAE). It is an anti-neoplastic agent used in the treatment of Hodgkin lymphoma after failure of autologous stem cell transplant or those who are not eligible for ASCT after failure of at least 2 mutiagen chemotherapy regimens. Adcetris® was also approved for systemic anaplastic large cell lymphoma with failure of at least one prior treatment.

- Gazyva® is a humanized monoclonal antibody used as a combination treatment with chlorambucil to treat patients with untreated chronic lymphocytic leukemia. It was approved by the FDA in November 2013 and by the EHA in July 2014.

- Imbruvica® is an oral small molecule inhibitor against BTK kinase. It was first approved by the US FDA on November 13, 2013 for the treatment of mantle cell lymphoma patients who have received at least one prior treatment. On Feb. 12, 2014 the US FDA expanded the approved use of the drug to chronic lymphocytic leukemia (CLL) patients who have received at least one prior treatment. Additionally, it received further expansion to treat 17p deletion in CLL with or without prior therapy.

- Zydelig® is an oral small molecule inhibitor that blocks the delta isoform of the enzyme phosphoinositide 3-kinase. It was approved by the FDA in July 2014 to treat relapsed/refractory CLL in combination with rituxan. It was also approved to use as a monotherapy for relapsed mantle cell lymphoma and follicular lymphoma.

OTHER ACTIVE RESEARCH DIRECTIONS

LLS-funded researchers are also exploring other areas of research that hold

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

promise for patients:

- Novel Stem Cell Transplantation Procedures: These include so-called "mini" transplants that use less toxic pre-transplant treatments and engineered donor cells that help reduce post-transplant complications, making these potentially curative treatments available to more patients.
- Immunotherapies: Including antibodies, vaccines and engineered immune cells, these targeted therapies help a patient's immune system fight infections and kill residual cancer cells, prolonging remissions, and perhaps one day replacing toxic chemotherapies.
- Diagnostics: New technologies make it possible to characterize the abnormalities in individual cancer cases in molecular detail. This information can be used to help choose the best possible treatment for each patient, especially as more targeted therapies become available.
- Quality of Life Research: These studies increase our understanding of how specific treatments can cause debilitating side-effects, including late-effects, and which patients are at risk for developing these complications, so that they can be better managed or even prevented.

DRIVING RESEARCH TO ADDRESS UNMET MEDICAL NEEDS

LLS continues to solicit and support research focused on improving blood cancer patients' quality of life after today's curative therapies. Also in 2017, for the sixth year, LLS actively recruited research proposals in six other underdeveloped research areas in which progress is likely to improve outcomes for patients with particularly urgent needs. New research is focused on:

- Development of novel therapeutic strategies for patients with non-cutaneous T-cell lymphoproliferative disorders

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

- Develop novel targeted therapies for CLL patients, with real curative potential
- Develop novel treatment strategies for MDS and AML patients
- Develop novel targeted therapies for patients with high-risk myeloma
- Development of new-targeted therapies for indolent lymphoma patients
- Define genetic/molecular predispositions to long-term and late-term effects associated with standard therapies in pediatric ALL and apply this information to improve patient outcomes.

THE THERAPY ACCELERATION PROGRAM

This strategic initiative was launched in 2007 to move new treatments and diagnostics through preclinical development and clinical trials, faster. Using milestone-driven contracts and working in concert with academic investigators, medical centers and companies, LLS is further bridging the gap between discovery and human applications to increase the likelihood that novel, possibly breakthrough, treatments will be available to patients as soon as possible. The program includes:

- The Academic Concierge Division identifies especially promising LLS-funded grant projects and supports further development to gain clinical proof of concept.
- The Biotechnology Accelerator Division partners LLS with companies to combine scientific and financial resources and accelerate the development of potential blood cancer therapies that otherwise might not be prioritized by the company.
- The Clinical Trials Division brings clinical trials to blood cancer patients in their communities, including under-represented populations, and with the ultimate goal of increasing patient enrollment in blood cancer

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

trials.

Form 990, Part III, Line 4b - Second Accomplishment

Support services are provided by professionals or rigorously trained peer volunteers. All resources are provided through a variety of media - print, online, by phone, and face-to-face in communities. A number of resources are available in Spanish for patients, caregivers and healthcare professionals.

Print Publications

An extensive catalog of education materials is offered free-of-charge to patients and healthcare professionals. Each year, LLS distributes disease and support booklets and fact sheets through the Information Resource Center and LLS chapters. Each year, LLS publishes an annual compilation of data available for blood cancers, including the estimated numbers of new blood cancer cases and deaths, the most recent statistics available for incidence, mortality and survival; and current and accurate information about symptoms, risk factors and treatment.

- 632,829 free printed disease and support booklets and 7,191 disease-focused fact sheets were ordered in 2017. Additionally, there were 86,615 page views of these booklets and fact sheets on the LLS website.

Financial Assistance

In 2017, a combined \$74,188,838 was disbursed to patients through the Co-Pay Assistance programs (\$72,968,508) and the LLS National Patient Travel Assistance Program, (\$1,181,500), and LLS Financial Assistance Program (\$38,830).

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC**Co-Pay Assistance Program**

The Co-Pay Assistance program supports qualifying blood cancer patients meet their health insurance or Medicare Plan Part B or D premiums or co-payment obligations related to treating their blood cancer diagnosis.

Patients with prescription drug coverage, Medicare beneficiaries under Medicare Part B and/or Medicare Part D, Medicare Supplementary Health Insurance or Medicare Advantage should check with LLS to see if they meet eligibility requirements to receive financial support. Co-pay Assistance is subject to funding availability by specific blood cancer diagnosis.

In 2017, \$72,968,508 was provided to patients through the LLS Co-Pay Assistance Program.

- 31,026 patients received LLS Co-pay Assistance in 2017.

Susan Lang Pay-It-Forward Patient Travel Assistance Program

The Susan Lang Pay-It-Forward Patient Travel Assistance program supports qualifying blood cancer patients with travel and lodging expenses related to treating their blood cancer diagnosis. Travel Assistance is subject to funding availability.

In 2017, \$1,181,500 was provided to patients through the LLS Susan Lang Travel Program 2,363 patients received LLS Travel Assistance in 2017.

Financial Assistance Program for CML Patients (PCR Program)

The Financial Assistance Program for CML Patients supports qualifying patients with out of pocket expenses related to their routine Polymerase Chain Reaction (PCR) testing. In 2017, \$38,830 was provided to patients through the PCR Program. 85 patients received LLS PCR Assistance in 2017.

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC**Community Programs**

Services are provided in communities to patients and their families, caregivers and healthcare professionals by Patient Access staff and trained volunteers who have specific support and outreach roles. Staff are healthcare and allied healthcare professionals, often with a background in oncology nursing, public health or social work; volunteers are typically patients or caregivers who undergo rigorous background checks and training. Staff and volunteers serve as liaisons with community and regional oncology/hematology healthcare professionals and treatment centers, and provide community-based outreach, education, and support in a variety of forms.

Regional Blood Cancer Conferences:

LLS works to elevate our visibility in communities we serve by hosting larger-scale conferences, geared for patients, caregivers and healthcare professionals. These events are a catalyst for bringing many dedicated people together to focus on blood cancer awareness, information and the latest advances in medical science. They are designed for patients and caregivers but are attended by some local healthcare professionals (nurses and social workers) as well. In 2017, 106 BCC conferences were held with 3,352 attendees.

LLS Community

The online "LLS Community" was launched on February 1, 2016. It was designed to provide a way for patients and caregivers to: 1) become part of a social network to connect with patients and caregivers in similar

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

situations and become empowered; 2) provide information about oneself and one's disease, to become part of the research to cure blood cancers; and 3) gain the latest information about one's disease, learn about survivorship issues, and about clinical trials. By the end of FY 2017, there were approximately 6,000 community members and 44,000 responses to the "Questions of the Day," as well as close to 13,500 comments posted by users.

Family Support Groups:

Throughout the US, in 2017, LLS supported or hosted 135 Family Support Groups for patients and their families. Groups are guided by oncology health professionals, providing information and support and encouraging greater communication among patients, families, friends and healthcare professionals. LLS Support groups are the perfect place to talk with other people affected by blood cancers, including patients, family members and caregivers. The groups provide mutual support and offer the opportunity to discuss anxieties and concerns with others who share the same experiences. This sharing strengthens the family bond and enhances everyone's ability to cope with cancer.

In addition, LLS hosted 7 online chat groups - i.e., virtual support groups - that are professionally moderated. In FY 2017, 3,506 individuals participated in these chats.

Patti Robinson Kaufmann First Connection Program:

First Connection is a program that links newly diagnosed patients to a peer volunteer who has experienced a similar diagnosis. A trained patient-volunteer currently in remission contacts the new patient to share

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

information and support. This program is available through LLS chapters; referral is also provided by LLS's Information Resource Center.

-Over 1,100 First Connections were made across the US in FY 2017.

Form 990, Part III, Line 4c - Third Accomplishment

Information Specialists also conduct clinical-trial searches to help patients work with their doctors to find out about specific clinical trials. The Information Resource Center also has an expanding in-depth clinical trial navigation service. Patients, families and healthcare professionals may speak to an Information Specialist at (800) 955-4572 Monday through Friday, 9 a.m. to 9 p.m., ET, email infocenter@LLS.org or chat one-on-one via the LLS website. The Information Resource Center offers translation services in more than 165 languages.

In FY 2017:

- 17,800 inquiries were made to our Information Specialists.
- 10,632 households received information and/or support from Information Specialists via emails, phone, and answer chats.
- 339 patients worked with a clinical trial navigator to receive comprehensive assistance with clinical trial enrollment; over 60% of these patients enrolled on a clinical trial.

The LLS Website

The LLS website, www.LLS.org, fulfills a wide variety of education and information needs. Visitors can personalize their web pages to their location to keep current with disease-specific updates and community education and support activities. The website provides access to LLS programs and services, including co-pay assistance, the most current and

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

accurate information and statistics, weekly facilitated online chats, discussion boards, national telephone and web education programs, publications in English and Spanish, and clinical-trial searches via an online clinical-trial search service that offers patients and caregivers immediate access to listings of blood cancer clinical trials.

Informational materials are available to view and download at www.LLS.org/resourcecenter. Many downloadable materials are available in English, Spanish and French.

National Telephone/ Web Education Programs

Additionally, LLS also sponsors telephone- web education programs for patients, caregivers, survivors and healthcare professionals about leukemia, lymphoma, myeloma and myelodysplastic syndromes. Opportunities are provided to ask questions of experts during these programs. Also available through the LLS website are virtual lectures and videos featuring disease-specific updates and information about support and treatment options from world renowned clinical experts. Upcoming programs are posted at www.LLS.org/programs and archives of past programs are available at www.LLS.org/pastprograms.

In FY 2017:

-LLS provided 10 live national telephone-web education programs, with 4,605 participants

-There were 21,766 page views for archived web programs, 29,453 views of videos.

Form 990, Part III, Line 4d - All Other Accomplishment

D) PROFESSIONAL EDUCATION:

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

LLS serves the educational needs of the medical and research community through a number of professional education symposia offered throughout the year. The educational program offers varying formats to facilitate the exchange of information and ideas on the newest developments in cancer research and treatment.

In FY 2017:

-LLS provided 5 CME/CE-granting person educational programs ("Rounds"), with 1,468 healthcare professional in attendance.

-There was 1 national telephone-web education program focused on AML for professionals with 479 participants.

-There were 9,656 views of our online virtual lectures for professionals and 2,904 views of our online videos for professionals.

Form 990, Part V, Line 4b - Financial Accounts in Foreign Countries
Canada

Form 990, Part VI, Line 6 - Classes of Members or Stockholders

The members of LLS consist of one elected representative from each chapter.

Form 990, Part VI, Line 7a - Election of Members and Their Rights

The board of representatives (representing the chapters) elects the members of LLS's governing body, its National Board of Directors.

Form 990, Part VI, Line 7b - Decisions Subject to Approval of Members

Significant decisions affecting the chapters require an approving vote by the chapter delegates. Decisions not significantly affecting the chapters do not require approval from the chapter delegates.

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Form 990, Part VI, Line 11b - Organization's Process to Review Form 990

The Form 990 was prepared by the LLS Finance department and was reviewed by the CFO, Sr. Vice President of Finance, and KPMG for comment and suggested revisions.

The Form 990 was then provided to the Audit Committee, which is a committee of the Board of Directors. The Audit Committee reviewed the 990 and provided input prior to filing.

The final draft Form 990, as will be filed with the IRS, was provided to the entire Board of Directors prior to filing with the IRS.

Form 990, Part VI, Line 12c - Enforcement of Conflicts Policy

All employees, Board of Directors members, Board of Representatives members, Chapter Board members, Family Support Group facilitators, and TNT coaches are required to review the conflict of interest policy on an annual basis and submit a signed form acknowledging that they have reviewed the policy and disclosed any conflicts of interest.

All forms are collected and the audit committee reviews any forms disclosing a possible conflict of interest and determines whether or not a conflict exists.

Part VI, Line 12 C:

All employees, Board of Directors members, Board of Representatives are recused from any discussion where a Conflict of Interest exists. Any questions regarding COI will go to the Audit Committee.

Form 990, Part VI, Line 15a - Compensation Process for Top Official

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

The Executive Committee comprised of independent members of the Board of Directors reviews, monitors, and approves the Chief Executive Officer's performance and compensation.

In 2017 the Executive Committee, through an independent third party, obtained a market study comprised of similar not-for-profit organizations to review their compensation market levels and set the Chief Executive's salary commensurately. The committee met, approved and documented the process in the Committee minutes.

Form 990, Part VI, Line 15b - Compensation Process for Officers

In 2017, the Executive Committee, through an independent third party, obtained a market study comprised of similar not-for-profit organizations to review the compensation market levels of other officers and Key Employees and to approve the President and CEO's recommendations on their compensation levels.

Form 990, Part VI, Line 17 - Other States Where Copy of Return is Filed

Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maryland, Maine, Michigan, Minnesota, Missouri, Mississippi, New Hampshire, New Jersey, New Mexico, Nebraska, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, Tennessee, Utah, Virginia, Washington, Wisconsin, West Virginia

Form 990, Part VI, Line 19 - Governing Documents Disclosure Explanation

The Leukemia & Lymphoma Society, Inc. makes its annual financial statements available to the public on its website at www.lls.org. Its governing

Name of the organization

Employer identification number

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

documents are made available for public inspection. Any identified conflicts of interest are disclosed in the 990.

Form 990, Part VIII - Additional Information

In January 2009, as part of its Therapy Acceleration Program (TAP), LLS entered into an agreement with Celator Pharmaceuticals, Inc. (Celator) through which LLS provided funding of approximately \$4.1M to Celator in support of the Phase 2 study of Celator's lead compound Vyxeos™ (daunorubicin and cytarabine liposome for injection) for the treatment of Acute Myeloid Leukemia (AML). From 2012 through 2016, LLS provided funding of an additional \$5.0M for the Phase 3 clinical study of Vyxeos™. LLS provisions of funding to Celator were based on clinical milestones. As part of the agreement, Celator was obligated to make payments to LLS relative to the timing of the product commercialization and other liquidity events. In July 2016, Jazz Pharmaceuticals (Jazz) completed the purchase of Celator, triggering a payment of \$13.7M to LLS. In late 2016, Jazz terminated the agreement with LLS triggering a one time contract termination fee of \$11.6M to eliminate potential future royalty payments related to Vyxeos™. The total amount of the return to LLS from its TAP investment in Celator was \$25.3M.

The remaining \$4.2M of TAP contractual return comes from various other TAP investments

Form 990, Part XI, Line 9 - Other Changes in Net Assets Explanation

LLS CANADA RESTATEMENT	\$	-268,729
FINANCIAL STATEMENT ROUNDING	\$	589
Total	\$	-268,140

**SCHEDULE R
(Form 990)**

Related Organizations and Unrelated Partnerships

OMB No. 1545-0047

2016

Open to Public Inspection

u Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
u Attach to Form 990.
u Information about Schedule R (Form 990) and its instructions is at www.irs.gov/form990.

Department of the Treasury
Internal Revenue Service

Name of the organization

THE LEUKEMIA & LYMPHOMA SOCIETY, INC

Employer identification number

██████████

Part I Identification of Disregarded Entities Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity
(1) BEAT AML LLC 3 INTERNATIONAL DRIVE RYE BROOK NY 10573	Research	NY	3,847,455	9,407,419	LLS
(2)					
(3)					
(4)					
(5)					

Part II Identification of Related Tax-Exempt Organizations Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
(1) THE LLS RESEARCH PROGRAMS, INC. 3 INTERNATIONAL DRIVE 13-3470494 RYE BROOK NY 10573	PART VII	DE	501C3	12a	LLS, INC	X	
(2) THE LLS RESEARCH FOUNDATION 3 INTERNATIONAL DRIVE 13-3709252 RYE BROOK NY 10573	PART VII	DE	501C3	12a	LLS, INC	X	
(3) THE LLS OF CANADA 804 2 LANSING SQUARE TORONTO CA M2J4P8	PART VII	CA			N/A		X
(4) PEARLPOINT CANCER SUPPORT 2817 WEST END AVENUE 58-1747771 NASHVILLE TN 37203	PART VII	TN	501C3	7	LLS, INC	X	
(5)							

Part III Identification of Related Organizations Taxable as a Partnership Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate alloc.?		(i) Code V—UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	
(1)												
(2)												
(3)												
(4)												

Part IV Identification of Related Organizations Taxable as a Corporation or Trust Complete if the organization answered "Yes" on Form 990, Part IV, line 34 because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No
(1)									
(2)									
(3)									
(4)									

Part V Transactions With Related Organizations Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)	X	
c Gift, grant, or capital contribution from related organization(s)	X	
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)		X
l Performance of services or membership or fundraising solicitations for related organization(s)	X	
m Performance of services or membership or fundraising solicitations by related organization(s)		X
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	X	
o Sharing of paid employees with related organization(s)	X	
p Reimbursement paid to related organization(s) for expenses		X
q Reimbursement paid by related organization(s) for expenses	X	
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1) THE LLS OF CANADA	b	4,194,727	COST
(2) THE LLS OF CANADA	c	77,724	COST
(3) PEARLPOINT CANCER SUPPORT	l	118,848	COST
(4)			
(5)			
(6)			

Part VI Unrelated Organizations Taxable as a Partnership Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners section 501(c)(3) organizations?		(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V—UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	
(1)													
(2)													
(3)													
(4)													
(5)													
(6)													
(7)													
(8)													
(9)													
(10)													
(11)													

Part VII Supplemental Information

Provide additional information for responses to questions on Schedule R (See instructions).

Schedule R - Group Exemption Relationships

THE LEUKEMIA & LYMPHOMA SOCIETY OF CANADA CARRIES OUT THE SAME PRIMARY ACTIVITIES AS THE LEUKEMIA & LYMPHOMA SOCIETY, INC., IN CANADA.

THE LEUKEMIA SOCIETY RESEARCH PROGRAMS, INC. AND THE LEUKEMIA RESEARCH FOUNDATION, INC. SUPPORT THE ACTIVITIES OF THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

THE LEUKEMIA & LYMPHOMA SOCIETY, INC. IS THE 100% CONTROLLING MEMBER OF PEARLPOINT CANCER SUPPORT, INC.

THE LEUKEMIA & LYMPHOMA SOCIETY, INC.**General Information**

Organization Number 0063800
Name THE LEUKEMIA & LYMPHOMA SOCIETY, INC.
Profit or Non-Profit N - Non-profit
Company Type FCO - Foreign Corporation
Status A - Active
Standing G - Good
State NY
File Date 7/17/1975
Authority Date 7/17/1975
Last Annual Report 6/8/2018
Principal Office 3 INTERNATIONAL DRIVE
 SUITE 200
 RYE BROOK, NY 10573
Registered Agent HELEN OVERFIELD
 301 EAST MAIN STREET
 SUITE 100
 LOUISVILLE, KY 40202-1077

Current Officers

Chairman Peter Brock
President Louis J DEGENNARO
Secretary Ralph Lawson
Treasurer Ralph Lawson
Director Jorge Benitez
Director PETER BROCK
Director Ralph Lawson
Director Bart Sichel
Director William Behnke

Director [A. Dana Callow Jr](#)
Director [Renzo Canetta](#)
Director [Elizabeth Clark](#)
Director [William Dalton](#)
Director [Bernard Garil](#)
Director [Francie Heller](#)
Director [Joseph Kelley](#)
Director [Mary Kennard](#)
Director [Michele LeBeau](#)
Director [Connie Lindsey](#)
Director [Kathleen Meriwether](#)
Director [Ted Moroz](#)
Director [Lynne O'Brien](#)
Director [Marla Persky](#)
Director [Donald Proctor](#)
Director [Robert Rosen](#)
Director [Steven Rosen](#)
Director [Jeff Sachs](#)
Director [Kenneth Schwartz](#)
Director [Frank O Smith](#)
Director [Keith White](#)

Individuals / Entities listed at time of formation

Director [ANTAINETTE R DE VILLIER](#)
Director [RUDOLPH ROESLER DE VILLE](#)
Director [WM AVERELL BROWN](#)
Incorporator [ANTOINETTE R DE VILLERS](#)
Incorporator [RUDOLPH ROESLER DE VILLI](#)
Incorporator [WM AVERELL BROWN](#)
Incorporator [NORRIS DARRELL](#)
Incorporator [FARNK L BABBOTT](#)

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

[https://app.sos.ky.gov/ftshow/\(S\(1rctis1getb3hwbb00vebmf30\)\)/default.aspx?path=ftsearch&id=0063800&ct=09&cs=99998](https://app.sos.ky.gov/ftshow/(S(1rctis1getb3hwbb00vebmf30))/default.aspx?path=ftsearch&id=0063800&ct=09&cs=99998)

Annual Report	7/1/1996	10 pages	tiff	PDF
Annual Report	7/1/1995	8 pages	tiff	PDF
Annual Report	7/1/1994	7 pages	tiff	PDF
Annual Report	7/1/1993	8 pages	tiff	PDF
Statement of Change	7/29/1992	1 page	tiff	PDF
Annual Report	7/1/1992	8 pages	tiff	PDF
Annual Report	7/1/1991	8 pages	tiff	PDF
Annual Report	7/1/1990	8 pages	tiff	PDF
Annual Report	7/1/1989	9 pages	tiff	PDF
Statement of Change	5/31/1988	1 page	tiff	PDF
Statement of Change	9/8/1986	1 page	tiff	PDF
Statement of Change	9/8/1986	1 page	tiff	PDF
Statement of Change	3/28/1984	2 pages	tiff	PDF
Statement of Change	7/25/1978	2 pages	tiff	PDF
Annual Report	7/1/1976	5 pages	tiff	PDF
Statement of Change	7/17/1975	2 pages	tiff	PDF
Certificate of Authority	7/17/1975	64 pages	tiff	PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	6/8/2018 12:14:21 PM	6/8/2018 12:14:21 PM	
Annual report	2/27/2017 3:55:43 PM	2/27/2017 3:55:43 PM	
Registered agent address change	2/27/2017 3:46:11 PM	2/27/2017 3:46:11 PM	
Principal office change	2/27/2017 3:41:22 PM	2/27/2017 3:41:22 PM	
Annual report	4/1/2016 1:59:39 PM	4/1/2016 1:59:39 PM	
Annual report	6/15/2015 2:08:51 PM	6/15/2015 2:08:51 PM	
Registered agent address change	5/15/2015 11:29:57 AM	5/15/2015 11:29:57 AM	
Amendment to annual report	6/6/2014 10:58:44 AM	6/6/2014 10:58:44 AM	
Annual report	6/5/2014 4:39:50 PM	6/5/2014 4:39:50 PM	
Annual report	6/25/2013 3:06:29 PM	6/25/2013 3:06:29 PM	
Registered agent address change	5/29/2013 2:18:09 PM	5/29/2013 2:18:09 PM	
Annual report	5/31/2012 11:16:41 AM	5/31/2012 11:16:41 AM	
Annual report	6/6/2011 9:49:18 AM	6/6/2011	

Registered agent address change 6/3/2010 8:07:13 AM 6/3/2010
 Annual report 6/3/2010 8:06:23 AM 6/3/2010
 Annual report 6/17/2009 11:57:09 AM 6/17/2009
 Annual report 4/30/2008 11:32:08 AM 4/30/2008
 Annual report 2/16/2007 9:56:09 AM 2/16/2007
 Annual report 3/14/2006 2:23:13 PM 3/14/2006
 Registered agent address change 7/21/2005 12:40:09 PM 7/21/2005
 Annual report 6/8/2005 12:37:15 PM 6/8/2005
 Annual report 5/3/2004 10:56:31 AM 5/3/2004
 Principal office change 5/2/2001 11:48:23 AM 5/2/2001
 Principal office change 4/16/2001 3:46:00 PM 4/16/2001
 Amendment - Change name 3/7/2000 12:05:38 PM 3/7/2000

LEUKEMIA SOCIETY OF AMERICA, INC.

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	6/7/2005	1 page
Annual Report	7/13/2004	28 pages
Annual Report	7/17/2003	30 pages
Annual Report	9/30/2002	1 page
Annual Report	6/5/2001	1 page
Principal Office Address Change	4/16/2001	1 page
Annual Report	8/14/2000	18 pages
Amendment	3/7/2000	2 pages

CERTIFICATE OF INCORPORATION
OF THE
LEUKEMIA SOCIETY of AMERICA, Inc.

CERTIFICATE
OF
CHANGE OF NAME
OF
LEUKEMIA SOCIETY, INC.
TO
LEUKEMIA SOCIETY OF AMERICA, INC.

The name change was effected on May 3, 1967
State of New York, Department of State, Division of
Corporations and State Records, Albany, John P. Lomenzo,
Secretary of State - Film No. 616642-5.

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LEUKEMIA SOCIETY OF AMERICA, INC.

Under Section 803 of the Not-For-Profit Corporation Law

**DRAWDOWN
DELANEY - 30**

GILBERT, SEGALL AND YOUNG LLP
430 PARK AVENUE
NEW YORK, N.Y. 10022-3592

RSU

122
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED FEB 01 2000
TAXS
BY: *RE*
NY

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00020100053

CERTIFICATE OF INCORPORATION
(dated January 10, 1949)
and
Amendment Thereto
(dated August 1, 1955)
of
THE LEUKEMIA SOCIETY, INC.
A Membership Corporation pursuant to the
Laws of the State of New York
(formerly known as
ROBERT ROESLER DE VILLIERS FOUNDATION, INC.)
and
BY-LAWS
of
THE LEUKEMIA SOCIETY, INC.

Established in Memory
of
ROBERT ALEXANDER ROESLER DE VILLIERS,
who died of Leukemia, Sixteen and a half years old on
October 20, 1944,
Antoinette and Rudolph Roesler de Villiers'
only child and best friend.

Amendment Thereto
(dated May 3, 1967)

CERTIFICATE
OF
CHANGE OF NAME
OF
ROBERT ROESLER DE VILLIERS FOUNDATION, INC.
TO
LEUKEMIA SOCIETY, INC.
Pursuant to Section Forty of the
General Corporation Law

We, the undersigned, being a vice-president and the secretary, respectively, of ROBERT ROESLER DE VILLIERS FOUNDATION, INC., do hereby make, subscribe and acknowledge this certificate and do hereby state and certify as follows:

1. The name (unchanged since the date of incorporation) of the corporation is ROBERT ROESLER DE VILLIERS FOUNDATION, INC..

2. The date of filing of the certificate of incorporation in each state office where filed is:

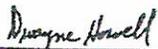
In the office of the Secretary of State of the State of New York on January 31, 1949.

3. The new name to be assumed by the corporation is LEUKEMIA SOCIETY, INC.

which the Secretary of State shall mail a copy of any process against the Corporation served upon him is:

The Leukemia & Lymphoma Society, Inc.
600 Third Avenue
New York, New York 10016

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment and, under penalties of perjury, affirms the truth of the statements made herein this 6th day of January, 2000.


Dwayne Howell
President

4

the State of New York on August 1, 1955. A Certificate of Change of Name of the Corporation changing the Corporation's name to Leukemia Society of America, Inc. was filed by the Department of State of the State of New York on May 3, 1967.

4. The Corporation is a corporation as defined in Section 102(a)(5) of the Not-For-Profit Corporation Law ("NPCL"); the Corporation is a Type B corporation under Section 201 of the NPCL.

5. The Certificate of Incorporation of the Corporation is hereby amended to change the name of the Corporation to The Leukemia & Lymphoma Society, Inc.

6. To effect the foregoing amendment, Paragraph FIRST of the Certificate of Incorporation, which was previously amended on August 1, 1955 and again on May 3, 1967, is now amended to read as follows:

"FIRST: The name of the Corporation is The Leukemia & Lymphoma Society, Inc."

7. The above amendment was authorized by a majority vote of the members of the Corporation present at a meeting of the members duly called and held on June 26, 1969 and the affirmative votes cast in favor of such amendment were at least equal to a quorum of members.

8. The Secretary of State is hereby designated as agent of the Corporation upon whom process against the Corporation may be served. The post office address to

IN WITNESS WHEREOF this undersigned have made,
subscribed and acknowledged this certificate this 29th day of July,
1955.

Frank L. Babbott
Vice-President

Benjamin H. Gaylord
Secretary

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.:

On this 29th day of July, 1955, before me personally came FRANK L. BABBOTT and BENJAMIN H. GAYLORD, to me known and known to me to be the persons described in and who executed the foregoing certificate as vice-president and secretary, respectively, of ROBERT ROESLER DE VILLIERS FOUNDATION, INC., the corporation described in the foregoing certificate, and they severally duly acknowledged to me that they executed the same.

Anthony J. Nostro
Notary Public

Anthony J. Nostro
Notary Public, State of New York
No. 41 2911200
Qualified and Residing
in Queens County
Certificates filed with Bronx,
Kings, N. Y. and Westchester
County Clerks'
Commission Expires March 31, 1957

1 000201000513

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

FRANK L. BABBOTT AND BENJAMIN H. GAYLORD,
each being duly sworn, depose and say, and each individually deposes
and says, that the said FRANK L. BABBOTT is vice-president of
ROBERT ROESLER DE VILLIERS FOUNDATION, INC., and the
said BENJAMIN H. GAYLORD is secretary thereof; that they have
been duly authorized to execute and file the foregoing certificate by
the concurring votes cast in person or by proxy of a majority of the
members of record of the corporation who are entitled to vote; and
that such votes were cast at a meeting of the members called for the
purpose of considering and voting upon a change of name, upon like
notice as that required for the annual meetings of the corporation;
and that the date of such meeting was July 29, 1955.

ss Frank L. Babbott
Frank L. Babbott

ss Benjamin H. Gaylord
Benjamin H. Gaylord

Sworn to before me this
29th day of July, 1955

Anthony J. Nostro
Notary Public

Anthony J. Nostro
Notary Public, State of New York
No. 41 2911200
Qualified and Residing
in Queens County
Certificates filed with Bronx,
Kings, N. Y. and Westchester
County Clerks'
Commission Expires March 21, 1957

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LEUKEMIA SOCIETY OF AMERICA, INC.

Under Section 803 of the Not-For-Profit Corporation Law

- I, the undersigned President of Leukemia Society of America, Inc., (the Corporation), hereby certify that:
1. The name of the Corporation is Leukemia Society of America, Inc. (the "Corporation"). The Corporation was formed under the name of Robert Roesler de Villiers Foundation, Inc.
 2. The Certificate of Incorporation of the Corporation was filed by the Department of State of the State of New York on January 31, 1949. The Corporation was formed under the New York State Membership Corporations Law.
 3. A Certificate of Change of Name of the Corporation amending the Corporation's name to Leukemia Society, Inc. was filed by the Department of State of

FILING RECEIPT

ENTITY NAME: THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

DOCUMENT TYPE: AMENDMENT (DOMESTIC NFP)
PROCESS NAME

COUNTY: NEWY

SERVICE COMPANY: DELANEY CORPORATE SERVICES LTD.

SERVICE CODE: 30

FILED:02/01/2000 DURATION:***** CASH#:000201000531 FILM #:000201000513

ADDRESS FOR PROCESS

THE CORPORATION
600 THIRD AVENUE
NEW YORK, NY 10016

REGISTERED AGENT



FILER	FEES		PAYMENTS	
		140.00		140.00
GILBERT SEGALL AND YOUNG LLP	FILING	30.00	CASH	0.00
430 PARK AVENUE	TAX	0.00	CHECK	0.00
	CERT	0.00	CHARGE	0.00
NEW YORK, NY 10022-3592	COPIES	10.00	DRAWDOWN	140.00
	HANDLING	100.00	BILLED	0.00
			REFUND	0.00

DOS-1025 (11/89)

CERTIFICATE OF INCORPORATION

of

ROBERT ROESLER DE VILLIERS FOUNDATION, INC.

Pursuant to the Membership Corporation Law

The undersigned, desiring to form a corporation in accordance with the Membership Corporations Law of the State of New York, make, sign, acknowledge and file this Certificate.

FIRST: The name of the proposed corporation is
ROBERT ROESLER DE VILLIERS FOUNDATION, INC.

SECOND: The purposes for which the Corporation is to be formed are:

- To make grants of financial aid to hospitals and other institutions, and individuals, for the study of, and research into, the causes of leukemia, and its treatment and cure.
- To assist and contribute to the support of exclusively charitable, scientific, literary and educational activities and projects, and to contribute to the support of exclusively charitable, scientific, literary and educational organizations and funds, of any and every kind, provided, however, that nothing herein contained shall authorize this Corporation to undertake or carry on any of the activities specified in Section II of the Membership Corporation Law of Section 35 of the Social Welfare Law.

3. In carrying out these purposes the Corporation shall have power -

(a) to solicit contributions and to receive, acquire, hold, own, invest and reinvest any and all such cash securities, evidences of indebtedness or other property, real or personal, as may from time to time be given, sold, transferred, granted, conveyed or assigned to it by any person, estate, firm, committee, association or corporation; to take by devise or bequest, or otherwise subject to limitations, imposed by law, any and all property heretofore or hereafter devised or bequeathed by will or otherwise, or in any manner granted or conveyed to it; to exercise in respect to any and all such property any and all rights, powers, and privileges of ownership, and to collect any and all rents, profits and income therefrom; and

(b) generally, to do any and all things which may be necessary or proper in connection with its objects and purposes which may not be contrary to law, either alone or in association with other corporations, firms, political subdivisions or individuals.

FILING RECEIPT

F000201000512

ENTITY NAME: THE LEUKEMIA & LYMPHOMA SOCIETY, INC.

DOCUMENT TYPE: NAME RESERVATION (NCH) (DOM. NFP)

SERVICE COMPANY: DELANEY CORPORATE SERVICES LTD.

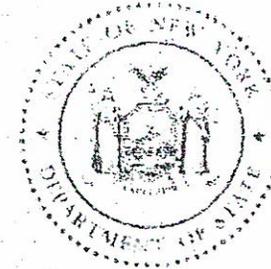
SERVICE CODE: 30

APPLICANT NAME : LEUKEMIA SOCIETY OF AMERICA, INC.

FILED:12/14/1999 DURATION:02/14/2000 CASH#:991214000712 FILM #:991214000684

ADDRESS FOR PROCESS

REGISTERED AGENT



** SUBMIT RECEIPT WHEN FILING CERTIFICATE **

FILER	FEES		PAYMENTS	
	35.00			35.00
LEUKEMIA SOCIETY OF AMERICA, INC.	FILING	10.00	CASH	0.00
600 THIRD AVENUE	TAX	0.00	CHECK	0.00
NEW YORK, NY 10022	CERT	0.00	CHARGE	0.00
	COPIES	0.00	DRAWDOWN	35.00
	HANDLING	25.00	BILLED	0.00
			REFUND	0.00

State of New York }
Department of State }

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on FEB 01 2000



DOG-1286 (5/96)

A handwritten signature in cursive script, appearing to read "J. Clark", is written over a horizontal line.

Special Deputy Secretary of State

SEVENTH: All the subscribers to this Certificate are of full age; at least two-thirds of them are citizens of the United States; at least one of them is a resident of the State of New York; and of the persons named as directors or trustees at least one is a citizen of the United States and a resident of the State of New York.

IN WITNESS WHEREOF, we have made, subscribed and acknowledged this Certificate this 10th day of January, One Thousand nine hundred forty-nine.

(Signed) Antoinette R. de Villiers

Antoinette R. de Villiers

(Signed) Rudolph Roesler de Villiers

Rudolph Roesler de Villiers

(Signed) Wm. Averell Brown

Wm. Averell Brown

(Signed) Norris Darrell

Norris Darrell

(Signed) Frank L. Babbott

Frank L. Babbott

4. This Corporation shall be operated exclusively for charitable, scientific, literary or educational purposes, and no part of its property or net earnings thereof shall inure to the benefit of any private member or individual, firm or corporation and no substantial part of its activities shall consist in carrying on propaganda or otherwise attempting to influence legislation. Upon dissolution of the Corporation, its property, after the payment of all debts, shall be disposed of or applied only for the purposes for which the Corporation is organized, in accordance with the provisions of the Membership Corporations Law.

THIRD: The territory in which the operations of the Corporation are principally to be conducted is the United States of America.

FOURTH: The principal office of the Corporation is to be located in the City of New York, County and State of New York.

FIFTH: The number of directors or trustees shall be not less than three nor more than fifteen.

SIXTH: The names and residences of the persons who are to be directors or trustees until the first annual meeting and until their successors are elected are:

<u>NAME</u>	<u>RESIDENCE</u>
Antoinette R. de Villiers	417 Park Avenue, New York 22, N. Y.
Rudolph Roesler de Villiers	417 Park Avenue, New York 22, N. Y.
Wm. Averell Brown	129 East 95th Street, N. Y. 28, N. Y.

As Approved By:

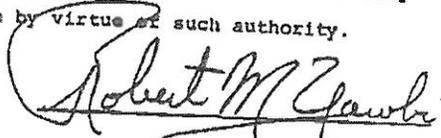
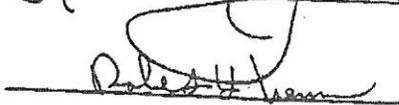
The National Board of Trustees
June 28, 1980

As Approved By:

The Annual Meeting of the Corporate Members
October 25, 1980

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ROBERT M. YACOBI and ROBERT H. NEWMAN, being severally duly sworn, depose and say: that ROBERT M. YACOBI is the President of LEUKEMIA SOCIETY OF AMERICA, INC. and ROBERT H. NEWMAN is the Secretary thereof; that they were authorized to execute the foregoing Certificate of Amendment of the Certificate of Incorporation of LEUKEMIA SOCIETY OF AMERICA, INC., pursuant to Section 803 of the Not-for-Profit Corporations Law, by the concurring vote of a majority of the members of the corporation present at an annual meeting held on the 25th day of October, 1980, upon notice pursuant to Section 605 of the Not-for-Profit Corporations Law, and they subscribe such certificate by virtue of such authority.

Sworn to before me this
25th day of October, 1980.



— RITA HICKS —
Notary Public, State of New York
No. 41-4814168
Qualified in Queens County
Commission Expires March 30, 1981

I, Louis A. Valente, one of the Justices of the Supreme Court of the State of New York, First Judicial District, hereby approve the foregoing Certificate of Incorporation of Robert Roesler de Villiers Foundation, Inc.

Dated, New York City, New York this 27th day of
January 1949.

(Signed) Louis A. Valente

Justice of the Supreme Court
of the State of New York

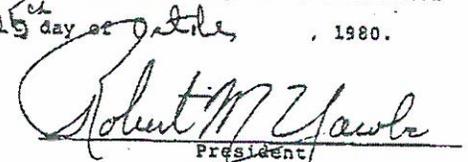
CERTIFICATE OF AMENDMENT
Dated October 19, 1968

or to a state or local government for a public purpose."

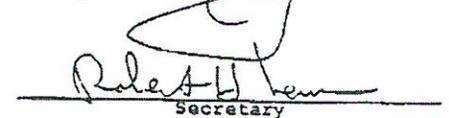
7. The manner in which this Amendment to the Certificate of Incorporation was authorized was by the consent of a majority vote of the Members of LEUKEMIA SOCIETY OF AMERICA, INC. at the annual corporation membership meeting held at Houston, Texas on October 25, 1980 upon due notice pursuant to section 605 of the Not-For-Profit Corporation Law.

8. No approvals or consents are required pursuant to 102(a) (3).

IN WITNESS WHEREOF, the undersigned have executed this certificate this 25th day of October, 1980.



President



Secretary

disposed of or applied only for the purposes for which the Corporation is organized, in accordance with the provisions of the Membership Corporations Law and with the approval of a Justice of the Supreme Court."

6. The new Paragraph "SECOND: 6" to be substituted for the foregoing upon the execution and filing of this certificate of amendment, will read as follows:

"(i) This Corporation shall be operated exclusively for charitable, scientific and/or educational purposes, and no part of its property or net earnings thereof shall enure to the benefit of any private member or individual, firm or corporation and no substantial part of its activities shall consist in carrying on propaganda or otherwise attempting to influence legislation.

(ii) Upon dissolution of this Corporation, its assets, after the payment of all debts, shall be transferred, subject to the approval of a Justice of the Supreme Court of the State of New York, to any other Corporation(s) and/or organization(s) exempt under section 501(c) (3) of the Internal Revenue Code and engaged in activities substantially similar to those of the dissolved corporation, or to the Federal Government,

CERTIFICATE OF AMENDMENT CHANGING THE POWERS OF
LEUKEMIA SOCIETY OF AMERICA, INC.
PURSUANT TO SECTION 30 OF THE MEMBERSHIP CORPORATION LAW

WE, THE UNDERSIGNED, JOHN J. KENNY, President, and JULES OSTROFF, Secretary, of the LEUKEMIA SOCIETY OF AMERICA, INC., a membership corporation, duly organized and existing under the Membership Corporation Law of the State of New York, for the purpose of eliminating one of the powers of said corporation and increasing the authorized number of directors, pursuant to section 30 of the Membership Corporations Law, do hereby make, sign and acknowledge this certificate and do certify as follows:

1. The name of the corporation is LEUKEMIA SOCIETY OF AMERICA, INC.
2. The Certificate of Incorporation was filed in the office of the Secretary of State of the State of New York on the 29th day of January, 1949, at which time the corporation was known as ROBERT NOESLER DE VILLIERS FOUNDATION, INC.

That thereafter and on the 29th day of July, 1955, the said corporate name was amended to the LEUKEMIA SOCIETY, INC., pursuant to section 40 of the General Corporation Law.

That thereafter on the 3rd day of May, 1967, the name of the corporation was again amended and changed to be the LEUKEMIA SOCIETY OF AMERICA, INC., pursuant to section 30 of the Membership Corporation Law.

3. The particular objects for which the above named corporation was organized are as follows:
 - a) To make grants of financial aid to hospitals and other institutions, and individuals, for the study of, and research into, the causes of leukemia, and its treatment and cure.
 - b) To assist and contribute to the support of exclusively charitable, scientific, literary and educational activities and projects, and to contribute to the support of exclusively charitable, scientific,

literary and educational organizations and funds, of any and every kind, provided, however, that nothing herein contained shall authorize this corporation to undertake or carry on any of the activities specified in Section II of the Membership Corporation Law or Section 35 of the Social Welfare Law.

c) In carrying out these purposes the Corporation shall have power -

1. to solicit contributions and to receive, acquire, hold, own, invest and reinvest any and all such cash securities, evidences of indebtedness or other property, real or personal, as may from time to time be given, sold, transferred, granted, conveyed or assigned to it by any person, estate, firm, committee, association or corporation; to take by devise or bequest, or otherwise subject to limitations, imposed by law, any and all property heretofore or hereafter devised or bequeathed by will or otherwise, or in any manner granted or conveyed to it; to exercise in respect to any and all such property any and all rights, powers, and privileges of ownership, and to collect any and all rents, profits and income therefrom; and

2. generally, to do any and all things which may be necessary or proper in connection with its objects and purposes which may not be contrary to law, either alone or in association with other corporations, firms, political subdivisions or individuals.

d) This Corporation shall be operated exclusively for charitable, scientific, literary or educational purposes, and no part of its property or net earnings thereof shall inure to the benefit of any private member or individual, firm or corporation and no substantial part of its activities shall consist in carrying on propaganda or otherwise attempting to influence legislation. Upon dissolution of the Corporation, its property, after the pay-

enlarged, limited or in any way changed by this certificate of amendment and it shall continue to be a type B corporation thereafter.

4. The post-office address within the state to which the Secretary of State shall mail a copy of any notice required by law is LEUKEMIA SOCIETY OF AMERICA, INC., 800 Second Avenue, New York, New York 10017.

5. The Certificate of Incorporation of LEUKEMIA SOCIETY OF AMERICA, INC. as amended on or about October 19, 1968 is hereby further amended at the request of the Internal Revenue Service, to change the wording of said certificate relating to the distribution of the assets of the corporation upon dissolution. Paragraph "SECOND: 6" of the Certificate of Incorporation as amended by paragraph "3.d)" of the aforesaid Certificate of Amendment of October 19, 1968, which is to be eliminated by the execution and filing of this Certificate of Amendment, reads as follows:

"d) This Corporation shall be operated exclusively for charitable, scientific, educational purposes, and no part of its property or net earnings thereof shall inure to the benefit of any private member or individual, firm or corporation and no substantial part of its activities shall consist in carrying on propaganda or otherwise attempting to influence legislation. Upon dissolution of the Corporation, its property, after payment of all debts, shall be

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LEUKEMIA SOCIETY OF AMERICA, INC.
Under Section 803 of the Not-For-Profit
CORPORATION LAW

The undersigned, being the President and Secretary, respectively, of the LEUKEMIA SOCIETY OF AMERICA, INC., hereby certify that:

1. The name of the Corporation is LEUKEMIA SOCIETY OF AMERICA, INC. It was incorporated under the name of ROBERT ROESLER DE VILLIERS FOUNDATION, INC. On or about July 29, 1955, its name was changed to LEUKEMIA SOCIETY, INC. and on or about March 15, 1967 to its present name, LEUKEMIA SOCIETY OF AMERICA, INC.

2. The Certificate of Incorporation of said Robert Roesler DeVilliers Foundation, Inc., now known as LEUKEMIA SOCIETY OF AMERICA, INC. was filed in the office of the Department of State, State of New York, on January 31, 1949. Said corporation was formed under the Membership Corporation Law.

3. LEUKEMIA SOCIETY OF AMERICA, INC. is a corporation defined in subparagraph (a) (5) of section 102 of the Not-For-Profit Corporation Law and is a Type B corporation pursuant to section 201 of said law. The corporate purposes are not

purposes for which the Corporation is organized, in accordance with the provisions of the Membership Corporations Law.

b. The alterations proposed and intended to be effected by the execution and filing of this certificate consist of a limitation of the power of the corporation so as to preclude the corporation from engaging in any literary activities, and further to provide that the corporation shall have no less than three (3) directors or trustees and no more than sixty (60), and the corporation shall have the power as follows:

a) To make grants of financial aid to hospitals and other institutions, and individuals, for the study of, and research into, the causes of leukemia, and its treatment and cure.
b) To assist and contribute to the support of exclusively charitable, scientific, education activities and projects, and to contribute to the support of exclusively charitable, scientific educational organizations and funds, or any and every kind, provided, however, that nothing herein contained shall authorize this Corporation to undertake or carry on any of the activities specified in Section II of the Membership Corporation Law of Section 35 of the Social Welfare Law.

c) In carrying out these purposes the Corporation shall have power -
1. to solicit contributions and to receive, acquire, hold, own, invest and reinvest any and all such cash securities, evidences of indebtedness or other property, real or personal, as may from time to time be given, sold, transferred, granted, conveyed or assigned to it by any person, estate, firm, committee, association or corporation; to take by devise or bequest, or otherwise subject to limitations, imposed by law, any and all property heretofore or hereafter devised or bequeathed by will or otherwise, or in any manner granted or conveyed to it; to exercise in respect to any and all such

erty any and all rights, powers, . . . privileges of ownership, and to collect any and all rents, profits and income therefrom; and

2. generally, to do any and all things which may be necessary or proper in connection with its objects and purposes which may not be contrary to law, either alone or in association with other corporations, firms, political subdivisions or individuals.

d) This Corporation shall be operated exclusively for charitable, scientific, educational purposes, and no part of its property or net earnings thereof shall inure to the benefit of any private member or individual, firm or corporation and no substantial part of its activities shall consist in carrying on propaganda or otherwise attempting to influence legislation. Upon dissolution of the Corporation, its property, after the payment of all debts, shall be disposed of or applied only for the purposes for which the Corporation is organized, in accordance with the provisions of the Membership Corporations Law.

The manner in which this amendment to the Certificate of Incorporation of LEUKEMIA SOCIETY OF AMERICA, INC. was authorized was by the affirmation vote of the majority of the members of the corporation present at the annual corporation membership meeting held upon due notice pursuant to section 43 of the Membership Corporations Law on the 19th day of October, 1968.

The number of directors or trustees shall be not less than 3, nor more than 60.

IN WITNESS WHEREOF, we have made, signed, and acknowledged this Certificate, this 19th day of October, 1968.

S/ John J. Kenny, M.D.
President

S/ Julius Ostroff
Secretary

I, Hon. Leonard J. Supple J.S.C., hereby approve the foregoing Certificate of Amendment or Powers and consent to the filing of same.

Dated: October 29, 1968

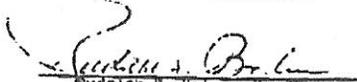
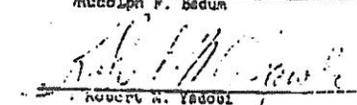
S/Leonard J. Supple

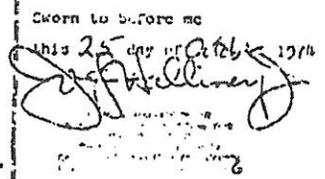
CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LEUKEMIA SOCIETY OF AMERICA, INC.

CLINE, HALLISSEY & HAUSMAN
Attorneys At Law
585 Stewart Avenue
Garden City, New York 11530

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

RUDOLPH F. BADUN and ROBERT M. YAGOUR, being duly sworn, depose and say that deponents are the President and Secretary respectively of LEUKEMIA SOCIETY OF AMERICA, INC. the corporation named in the within action; that deponents have read the foregoing Certificate of Amendment of the Certificate of Incorporation of Leukemia Society of America Inc., Under Section 503 of the Not-For-Profit Corporation Law and know the contents thereof; and that the same is true to deponents' own knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to these matters deponents believe it to be true. This verification is made by deponents because LEUKEMIA SOCIETY OF AMERICA, INC. is a domestic corporation. Deponents are officers thereof, to-wit its President and Secretary respectively. The grounds of deponents' belief as to all matters not stated upon deponents' knowledge are as follows: Books and records in the possession of the corporation.


Rudolph F. Badun

Robert M. Yagour

Sworn to before me
this 25 day of October 1968


STATE OF NEW YORK
) ss:
COUNTY OF NEW YORK)

On the 18th day of October, 1968, before me personally came JOHN J. KENNY, to me known, and known to me to be the person described in and who executed the foregoing certificate, and he duly acknowledged to me that he executed the same.

S/ Steven I. Schechtman
Notary Public
Steven I. Schechtman
Notary Public, State of New York
No. 41-8795780
Qualified in Queens County
Commission expires March 30, 1970

STATE OF NEW YORK
) ss:
COUNTY OF NEW YORK)

JOHN J. KENNY, being duly sworn, deposes and says that he is the president of LEUKEMIA SOCIETY OF AMERICA, INC., that he has been authorized to execute and file the foregoing certificate by the concurring vote of a majority of the members of the corporation present at an annual meeting held on the 18th day of October 1968 upon notice pursuant to section 43 of the Membership Corporations Law.

S/ John J. Kenny, M.D.
JOHN J. KENNY

Subscribed and sworn to
before me this 18th day
of October, 1968.

S/ Steven I. Schechtman
Notary Public
Steven I. Schechtman
Notary Public, State of New York
No. 41-8795780
Qualified in Queens County
Commission expires March 30, 1970

10/25/74

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF

LEUKEMIA SOCIETY OF AMERICA, INC.

UNDER SECTION 503 OF THE
NOT-FOR-PROFIT CORPORATION
LAW

We, the undersigned, being the President and
Secretary of Leukemia Society of America, Inc., do hereby
certify:

(1) The name of the corporation is Leukemia Society
of America, Inc. The name under which the corporation was
formed is Robert Roesler De Villiers Foundation, Inc.

(2) The certificate of incorporation of Robert
Roesler De Villiers Foundation, Inc. was filed by the
Department of State on the 29th day of January, 1949. The
said corporation was formed under the Membership Corporation
Law of the State of New York. This name was changed to
Leukemia Society, Inc. by an amendment dated July 29, 1955
pursuant to section 40 of the General Corporation Law.
Thereafter, and on the 3rd day of May, 1967, the name of
the corporation was again amended and changed to be
Leukemia Society of America, Inc., pursuant to section 30
of the Membership Corporation Law.

(3) The Leukemia Society of America, Inc. is a
corporation as defined in subparagraph (a) (5) of section 503
of the Not-For-Profit Corporation Law and is a type B
corporation under section 501 of said law.

(4) The post-office address within the state to
which the secretary of state shall mail a copy of any notice
required by law is: 211 East 43rd Street, New York, N.Y. 100

(5) The certificate of incorporation is hereby
amended to effect the deletion therefrom of a provision
restrictive of the powers of the Board of Directors pursuant
to section 501 (b) (3) of the Not-For-Profit Corporation Law.
The certificate of incorporation is hereby amended by striking
out the following statement from Paragraph Fifth, to wit:

"The number of directors or
trustees shall be not less than
three nor more than fifteen."

(6) The manner in which this amendment to the
certificate of incorporation of Leukemia Society of America,
Inc. was authorized was by the affirmative vote of a majority
of the members entitled to vote thereon at a meeting of the
members duly called and held on the 29th day of June, 1974,
the affirmative vote being at least equal to the quorum.

(7) No approvals or consents are required by the
Not-for-profit Corporation Law or by any other statute of the
State of New York.

IN WITNESS WHEREOF, the undersigned have executed
and signed this certificate this 25 day of October, 1974

Adolph F. Kenna
Adolph F. Kenna,
President

Robert M. Yankin
Robert M. Yankin,
Secretary

Form 990, Part VII - Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

(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	Fellow			
LOUIS J DEGENNARO PRESIDENT &	40 00 1 00			X				522,261	0	101,298
ROSEMARIE A LOFFREDO EVP - CFO	40 00 1 00			X				393,691	0	22,219
GORDON MILLER JR SVP FINANCE	40 00 5 00			X				254,734	0	40,974
MARK ROITHMAYR - TERM 12312016 EVP CHIEF RE	40 00				X			412,015	0	39,075
ANDREW S COCCARI EVP CHIEF PR	40 00				X			353,754	0	30,120
ALICE O'ROURKE EVP CHIEF DE	40 00				X			292,097	0	28,864
LEE M GREENBERGER SVP CHIEF SC	40 00					X		305,682	0	38,692
PAULETTE DAMIANO - TERM 6302016 VP ORG DEV &	40 00					X		319,566	0	19,981
COKER POWELL SVP, LTN CAM	40 00					X		239,284	0	27,077
DEBORAH MATZ SVP, LEGAL A	40 00					X		231,541	0	29,556