


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

Applicant/Program: The Leukemia & Lymphoma Society/Light the Night
Applicant Requested Amount: \$60,000
Appropriation Request Amount:

Executive Summary of Request
Light the Night is The Leukemia & Lymphoma Society's annual fundraising event and this year's event will be held this year on Saturday, October 1st at Louisville Slugger Field. Leukemia & Lymphoma works to ensure that blood cancer patients live better, longer lives and this event allows for friends, families, co-workers and other supporters to enjoy an inspirational and memorable evening walk. The event is free and open to the public. NDF support will be used for operating, staff and event expenses.

Is this program/project a fundraiser? Yes No
Is this applicant a faith based organization? Yes No
Does this application include funding for sub-grantee(s)? Yes No

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

12 District #  Primary Sponsor Signature 3000 Amount 8-25-16 Date

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

Approved by:

_____ Appropriations Committee Chairman _____ Date

Applicant/Program:

The Leukemia & Lymphoma Society/Light the Night

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	<i>Barbara Shanklin</i>	\$ 1,000 ⁰⁰
District 3	<i>Thayne Doolidge</i>	\$ 1,000 ⁰⁰
District 4		\$
District 5	<i>Cheri B. Hamilton</i>	\$ 2,500
District 6	<i>Willie</i>	\$ 1,000
District 7		\$
District 8		\$
District 9		\$
District 10	<i>Caern P. Whitcomb</i>	\$ 1,000 ⁰⁰
District 11		\$
District 12	<i>R.</i>	\$
District 13	<i>Vicki Aubrey Welch</i>	\$ 1,000 -
District 14	<i>Cinda Fowler</i>	\$ 3000 -
District 15		\$

Applicant/Program:

The Leukemia & Lymphoma Society/Light the Night

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 Kelly Davis \$ ~~1,000~~ 3,000 (KD)

District 17 _____ \$ _____

District 18 _____ \$ _____

District 19 _____ \$ _____

District 20 _____ \$ _____

District 21 Don Johnson \$ 500

District 22 _____ \$ _____

District 23 Red \$ 500

District 24 Madonna Stord \$ 3000⁰⁰

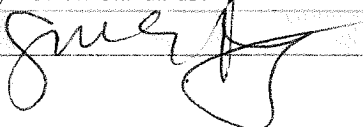
District 25 _____ \$ _____

District 26 _____ \$ _____

**LOUISVILLE METRO COUNCIL
NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

Legal Name of Applicant Organization The Leukemia & Lymphoma Society

Program Name and Request Amount Light the Night - \$60,000

	Yes/No/NA
Is the NDF Transmittal Sheet Signed by all Council Member(s) Appropriating Funding?	<input type="text" value="Yes"/>
Is the funding proposed by Council Member(s) less than or equal to the request amount?	<input type="text" value="Yes"/>
Is the proposed public purpose of the program viable and well-documented?	<input type="text" value="Yes"/>
Will all of the funding go to programs specific to Louisville/Jefferson County?	<input type="text" value="Yes"/>
Has Council or Staff relationship to the Agency been adequately disclosed on the cover sheet?	<input type="text" value="Yes"/>
Has prior Metro Funds committed/granted been disclosed?	<input type="text" value="N/A"/>
Is the application properly signed and dated by authorized signatory?	<input type="text" value="Yes"/>
Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?	<input type="text" value="Yes"/>
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="text" value="N/A"/>
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="text" value="Yes"/>
Is the current Fiscal Year Budget included?	<input type="text" value="Yes"/>
Is the entity's board member list (with term length/term limits) included?	<input type="text" value="Yes"/>
Is recommended funding less than 33% of total agency operating budget?	<input type="text" value="Yes"/>
Does the application budget reflect only the revenue and expenses of the project/program?	<input type="text" value="Yes"/>
Is the cost estimate(s) from proposed vendor (if request is for capital expense) included?	<input type="text" value="N/A"/>
Is the most recent annual audit (if required by organization) included?	<input type="text" value="N/A"/>
Is a copy of Signed Lease (if rent costs are requested) included?	<input type="text" value="Yes"/>
Is the Supplemental Questionnaire for churches/religious organizations (if requesting organization is faith-based) included?	<input type="text" value="N/A"/>
Are the Articles of Incorporation of the Agency included?	<input type="text" value="Yes"/>
Is the IRS Form W-9 included?	<input type="text" value="Yes"/>
Is the IRS Form 990 included?	<input type="text" value="Yes"/>
Are the evaluation forms (if program participants are given evaluation forms) included?	<input type="text" value="N/A"/>
Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required to do so)?	<input type="text" value="N/A"/>
Has the Agency agreed to participate in the BBB Charity review program? If so, has the applicant met the BBB Charity Review Standards?	<input type="text" value="N/A"/>
Prepared by: 	Date: 8/25/14



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:	Helen Overfield	Title:	Executive Director
Phone:	502-584-8490	Email:	helen.overfield@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: (\$)	\$60,000	Total Metro Award (this program) in previous year: (\$)	\$43,900
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"/> List of Board of Directors (include term & term limits) <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 <input type="checkbox"/> Cost estimates from proposed vendor if request is for capital expense		<input type="checkbox"/> Signed lease if rent costs are being requested <input checked="" type="checkbox"/> IRS Form W9 <input type="checkbox"/> Evaluation forms if used in the proposed program <input type="checkbox"/> Annual audit (if required by organization) <input type="checkbox"/> Faith Based Organization Certification Form, if required <input checked="" type="checkbox"/> Staff including the 3 highest paid staff	
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 -- 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 1st. The event draws 5,000 + 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 Witherspoon exit of the park. They will cross the street and enter Waterfront Park make a lap around the Great Lawn and then start heading back towards the stadium.

8PM The event goes LIVE, WLKY begins broadcasting the event live on METV station with a 30 minute television special. Also the individuals re-enter the stadium through the center-field wall with there Lighted Lanterns.

8:45PM Zambelli Fireworks show begins to end the night!

This is a great safe family fun evening!

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 2016 Corporate Walk Chair. 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:

- Effective October 24, 2013, reimbursements should not be made unless an emergency can be demonstrated by the primary council sponsor. The funding request is a reimbursement of the following expenditures (attach invoices or proof of payment):
- ✓ Attach a copy of invoices and/or receipts to provide proof of purchase of activities associated with the work plan identified in this application.
 - ✓ Attach a copy of cancelled checks to provide proof of payment of the invoices or receipts associated with the work plan identified in this application.

Light The Night has an operating budget, the council funds are allowing for more of the m

- 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.

YES



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 2015 we were able to:

- Invest \$67.2 million in research
- Support 277 research projects (and 24 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.

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, King Southern Bank, 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 \$15,000 - \$5,000. WLKY provided exposure through commercials and broadcast live from the event.



LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 5 – 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	\$3,000	\$17,500	\$20,500
B: Rent/Utilities	\$9,000	\$34,000	\$43,000
C: Office Supplies	\$1,000	\$45,000	\$46,000
D: Telephone	\$1,000	\$3,000	\$4,000
E: In-town Travel	0	\$4,000	\$4,000
F: Client Assistance (Attach Detailed List)	0	0	0
G: Professional Service Contracts	0	0	0
H: Program Materials	0	0	0
I: Community Events & Festivals (Attach Detail List)	\$46,000	0	\$46,000
J: Small Equipment	0	0	0
K: Capital Equipment	0	0	0
L: Other Expenses (Attach Detail List)	0	\$35,000	\$35,000
*TOTAL PROGRAM/PROJECT FUNDS	\$60,000	\$138,500	\$198,500
% of Program Budget	30 %	70 %	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)	\$385,000
Fees Collected from Program Participants	0
Other (please specify)	0
Total Revenue for Column 2 Expenses **	\$385,000

*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 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	<small>Number of volunteers through the year at \$7.25 if we were having to pay</small>
<i>Total Value of In-Kind (to match Program Budget Line Item. Volunteer Contribution & Other In Kind)</i>	\$23,000	

*** 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:

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

Standard Certifications

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

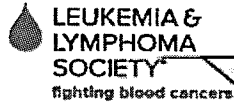
Relationship Disclosure: List below any relationship you or any member of your Board of Directors or employees has with any Councilperson, Councilperson's family, Councilperson's staff or any Louisville Metro Government employee.

SECTION 7 – CERTIFICATIONS & ASSURANCES

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

Signature of Legal Signatory:	Daly Muller <i>Daly Muller</i>	Date:	8/01/2016
Legal Signatory: (please print):	Daly Muller	Title:	Campaign Manager
Phone:	502-719-0550	Extension:	2390
Email:	daly.muller@lls.org		

Light The Night 2016 NDF Proposed Metro Funds Grant Expense	
Items	Cost
T-shirts	\$7,000
Facility Rental (Ballpark Rental)	\$5,000
Zambelli International Fireworks	\$5,000
Lanterns	\$3,800
Awards Banquet	\$4,000
Light The Night Kick-Off	\$3,000
VIP Tent	\$3,000
Food	\$2,500
Waterfront Development Corporation	\$2,200
Corporate Recruitment Event	\$2,000
Printing	\$2,000
Advertising/Marketing	\$2,000
Postage	\$1,500
DJ/Entertainment	\$1,500
Security	\$1,000
Rental Truck	\$500
TOTAL	\$46,000



LLS FY17 Active Board Members KY & So IN Chapter

Position		Board	Address	City	State	Zip	Phone	Email	Company	Title	Focus	Year Appointed
Patty	Benz			Louisville	KY	40245			KORT Rehab	Owner	LTN & TNT	2013
Marty	Driskell			Louisville	KY	40229			UPS	Labor Manager	TNT	2014
Geetha	Joseph			Louisville	KY	40223			Baptist Hospital & CRC	Oncology Doctor	TNT & LTN	2013
Aimee	McCaa			Louisville	KY	40207			Norton Healthcare	Nurse Practitioner		2013
Joe	Peters								Galen Nursing	Executive VP & CAO	LTN	2013
Diahanna	Vallentine	President		Louisville	KY	40222			Waddell & Reed - Investments	Partner	MWOY	2013
Jennifer	Washle			Louisville	KY	40299			Bisig Impact Group	Promotions Manager	LTN	2013
Jason	Kron			Louisville	KY	40299			Bridgetrust Title Group			2013
Mark	Robinson			Louisville	KY	40223			Anthem	Public Relations Director		2016
Jason	Cox								Walgreens			2016
Mindy	Brown			Louisville	KY	40245			Celgene	Hematology Oncology Consultant		2016
Leslie	Hurst			Louisville	KY	40299			Walgreens	Registered Manager Onsite Pharmacy		2016
Ben	Keeton								Medical News			2016

* Term Limits for all board members is 3 years with it being able to be renewed 3 times



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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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.



someday
is today

Budget 2017

Product Line	Accounts	
Product Line (Rollup)		
Product Segments (Rollup)		
Campaign Segments (Rollup)		
TNT (Rollup)	4000 - Revenue	200,000
	5000 - DDB Expenses	0
	Gross Income	200,000
	Gross Margin %	100%
Light The Night	4000 - Revenue	522,000
	5000 - DDB Expenses	(66,125)
	Gross Income	455,875
	Gross Margin %	87%
Man Woman of the Year	4000 - Revenue	260,000
	5000 - DDB Expenses	(32,500)
	Gross Income	227,500
	Gross Margin %	88%
School & Youth (Rollup)	4000 - Revenue	420,000
	5000 - DDB Expenses	(23,700)
	Gross Income	396,300
	Gross Margin %	94%
All Other Campaigns (Rollup)		
Golf	4000 - Revenue	0
	5000 - DDB Expenses	0
	Gross Income	0
	Gross Margin %	0%
Federated	4000 - Revenue	15,000
	Gross Income	15,000
	Gross Margin %	100%
All Other Mkt Based	5000 - DDB Expenses	0
	Gross Income	0
Total All Other Campaigns (Rollup)	4000 - Revenue	15,000
	5000 - DDB Expenses	0
	Gross Income	15,000
	Gross Margin %	100%
Donor Development (Rollup)	4000 - Revenue	101,000
	Gross Income	101,000
	Gross Margin %	100%

Direct Response (Rollup)	4000 - Revenue	0
	Gross Income	0
	Gross Margin %	0%
Total Campaign Segments (Rollup)	4000 - Revenue	1,518,000
	5000 - DDB Expenses	(122,325)
	Gross Income	1,395,675
	Gross Margin %	92%
Total Product Segments (Rollup)	4000 - Revenue	1,518,000
	5000 - DDB Expenses	(122,325)
	Gross Income	1,395,675
	Gross Margin %	92%
Enterprise	4000 - Revenue	0
	Gross Income	0
	Gross Margin %	0%
Total Product Line (Rollup)	4000 - Revenue	1,518,000
	5000 - DDB Expenses	(122,325)
	Gross Income	1,395,675
	Gross Margin %	92%
	Accounts	
	Expense	
	6500 - Payroll	
	6501 - Salaries	(303,667)
	6503 - Temporary Staffing (Agency)	(60,000)
	Total 6500 - Payroll	(363,667)
	6100 - Benefits	(66,175)
	6750 - Payroll Taxes	(23,231)
	6800 - Travel & Meetings	(26,430)
	6650 - Professional Fees	(650)
	6550 - Postage & Shipping	(27,700)
	6600 - Printing	(26,200)
	6700 - Stationery & Supplies	(17,600)
	6050 - Advertising	(4,800)
	6250 - Equipment	(15,000)
	6400 - Occupancy	(63,982)
	6900 - Telephony	(3,800)
	6350 - Memberships	(4,756)
	6300 - Insurance	(4,746)
	6200 - Depreciation	(9,983)
	6450 - Other	(12,325)
	6950 - Research	0
	Total Expense	(671,045)
	Net Income	724,630
	Net Margin %	48%

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

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

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

OMB No. 1545-0047

2013
Open to Public Inspection

A For the 2013 calendar year, or tax year beginning **07/01/13**, and ending **06/30/14**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization The Leukemia & Lymphoma Society, Inc		D Employer identification number [REDACTED]	
	Doing Business As Kentucky chapter		E Telephone number 502-584-8490	
	Number and street (or P.O. box if mail is not delivered to street address) 301 East Main Street		Room/suite 100	
	City or town, state or province, country, and ZIP or foreign postal code Louisville KY 40201-1077		G Gross receipts \$ 1,353,685	
F Name and address of principal officer			H(e) Is this a group return for subsidiaries? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subsidiaries included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions)	
J Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () (insert no.) <input type="checkbox"/> 4647(a)(1) or <input type="checkbox"/> 527				
J Website: WWW.LLS.ORG				
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other				
L Year of formation: M State of legal domicile:				

Part I Summary

Activities & Governance	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 IMPROVE SUPPORT FOR THEIR FAMILIES.		
	2 Check this box <input type="checkbox"/> 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 5	
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4 5	
	5 Total number of individuals employed in calendar year 2013 (Part V, line 2a)	5 7	
	6 Total number of volunteers (estimate if necessary)	6 10457	
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a 0	
b Net unrelated business taxable income from Form 990-T, line 34	7b 0		
Revenue	8 Contributions and grants (Part VIII, line 1h)	1,320,058	1,353,685
	9 Program service revenue (Part VIII, line 2g)	0	0
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0	0
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0	0
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	1,320,058	1,353,685
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)	63,500	62,100
	14 Benefits paid to or for members (Part IX, column (A), line 4)	0	0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	528,584	499,425
	15a Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶ 199,599	199,599	199,599
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	768,741	760,733
	18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	1,360,825	1,322,258
19 Revenue less expenses. Subtract line 18 from line 12	-40,767	31,427	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	17,116	33,136
	21 Total liabilities (Part X, line 26)	154,016	138,609
	22 Net assets or fund balances. Subtract line 21 from line 20	-136,900	-105,473

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: *Michael DiPierro* Date: 10-31-14
 Name: Michael DiPierro Title: REGIONAL CONTROLLER

Paid Preparer Use Only
 Preparer's name: The Leukemia & Lymphoma Society Date: 10/31/14
 Firm's name: The Leukemia & Lymphoma Society Firm's EIN: [REDACTED]
 Firm's address: 1311 Mamaroneck Ave White Plains, NY 10605 Phone no: 914-949-5213

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No
 For Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2013) DAA

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 IMPROVE SUPPORT FOR 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 \$ 509,099 including grants of \$) (Revenue \$) PATIENT AND COMMUNITY SERVICE

4b (Code:) (Expenses \$ 211,401 including grants of \$) (Revenue \$) PUBLIC HEALTH EDUCATION

4c (Code:) (Expenses \$ 78,501 including grants of \$) (Revenue \$) PROFESSIONAL EDUCATION

4d Other program services (Describe in Schedule O.) (Expenses \$ 148,912 including grants of \$) (Revenue \$)

4e Total program service expenses 947,913

Part IV Checklist of Required Schedules

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

Part IV Checklist of Required Schedules (continued)

	Yes	No
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or government on Part IX, column (A), line 1? If "Yes," complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants or other assistance to individuals in the United States on Part IX, column (A), line 2? If "Yes," complete Schedule I, Parts I and III		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? If "Yes," complete Schedule J		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? If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a		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) and 501(c)(4) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If "Yes," complete Schedule L, Part 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? If "Yes," complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, lines 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If so, complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If "Yes," complete Schedule L, Part III		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? If "Yes," complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If "Yes," complete Schedule L, Part IV		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? If "Yes," complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If "Yes," complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If "Yes," complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If "Yes," complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If "Yes," complete Schedule N, Part II		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? If "Yes," complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If "Yes," complete Schedule R, Parts II, III, or IV, and Part V, line 1		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)? If "Yes," complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If "Yes," complete Schedule R, Part V, line 2		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? If "Yes," complete Schedule R, Part VI		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

Form 990 (2013) **The Leukemia & Lymphoma Society, Inc**

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 1099. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
c	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		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)		X
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
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
b	If "Yes," enter the name of the foreign country: See instructions for filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
c	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
b	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).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		
d	If "Yes," indicate the number of Forms 8282 filed during the year		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	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 and section 509(a)(3) supporting organizations. Did the supporting organization, or a donor advised fund maintained by a sponsoring organization, have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the organization make any taxable distributions under section 4968?		
b	Did the organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12		
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders		
b	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?		
b	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.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
c	Enter the amount of reserves on hand		
14a	Did the organization receive any payments for indoor tanning services during the tax year?		X
b	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

Table with columns for line numbers (1a, 1b, 2-9), Yes/No checkboxes, and a shaded area for descriptions. Includes questions about voting members, family relationships, and governance documents.

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

Table with columns for line numbers (10a-16b), Yes/No checkboxes, and a shaded area for descriptions. Includes questions about local chapters, conflict of interest policies, and joint ventures.

Section C. Disclosure

- List of disclosure questions 17-20 regarding state filing requirements, public inspection of forms, and record keeping.

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 organizations 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) Marty Driskell President	0.00 0.00	X						0	0	0
(2) Summer Auerbach BOD MEMBER	0.00 0.00	X						0	0	0
(3) Margaret Anderson BOD MEMBER	0.00 0.00	X						0	0	0
(4) U. Geetha Joseph BOD Member	0.00 0.00	X						0	0	0
(5) JASON KRON VICE PRESIDENT	0.00 0.00	X						0	0	0
(6)										
(7)										
(8)										
(8)										
(10)										
(11)										

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
		Independent trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(12)									
(13)									
(14)									
(15)									
(16)									
(17)									
(18)									
(19)									
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 in reportable compensation from the organization **0**

	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		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		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		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

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

Part VIII Statement of 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				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	1,353,685			
	g Noncash contributions included in lines 1a-1f:	\$				
	h Total. Add lines 1a-1f		1,353,685			
Program Service Revenue	2a	Busn. Code				
	b					
	c					
	d					
	e					
	f All other program service revenue					
	g Total. Add lines 2a-2f					
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	6 Royalties					
	6a Gross rents	(i) Real				
		(ii) Personal				
		b Less: rental exps.				
		c Rental inc. or (loss)				
	d Net rental income or (loss)					
	7a Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		b Less: cost or other basis & sales exps.				
		c Gain or (loss)				
	d Net gain or (loss)					
	8a Gross income from fundraising events (not including \$ 1,433,857 of contributions reported on line 1c). See Part IV, line 18	a				
		b Less: direct expenses	b	195,115		
		c Net income or (loss) from fundraising events				
	9a Gross income from gaming activities. See Part IV, line 19	a				
		b Less: direct expenses	b			
c Net income or (loss) from gaming activities						
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					
Miscellaneous Revenue		Busn. Code				
11a						
b						
c						
d All other revenue						
e Total. Add lines 11a-11d						
12 Total revenue. See instructions.		1,353,685	0	0	0	

Part IX Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the U.S. See Part IV, line 21				
2 Grants and other assistance to individuals in the U.S. See Part IV, line 22	62,100	62,100		
3 Grants and other assistance to governments, organizations, and individuals outside the U.S. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
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	385,302	261,774	59,414	64,114
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	86,833	58,994	13,390	14,449
10 Payroll taxes	27,290	18,541	4,208	4,541
11 Fees for services (non-employees):				
a Management				
b Legal				
c Accounting				
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	98,138	14,720	37,449	45,969
12 Advertising and promotion				
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	73,178	49,717	11,284	12,177
17 Travel	31,669	21,516	4,883	5,270
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	5,951	4,042	918	991
20 Interest				
21 Payments to affiliates	414,063	414,063		
22 Depreciation, depletion, and amortization	2,875	1,952	443	480
23 Insurance				
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 TELEPHONE	5,014	3,407	773	834
b EQUIPMENT RENTAL	18,056	12,267	2,784	3,005
c POSTAGE AND SHIPPING	28,980	4,347	11,059	13,574
d PRINTING AND SUPPLIES	67,600	10,140	25,796	31,664
e All other expenses	15,209	10,333	2,345	2,531
25 Total functional expenses. Add lines 1 through 24e	1,322,258	947,913	174,746	199,599
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 type="checkbox"/> If following SOP 98-2 (ASC 958-720)				

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	1,335	8,853
	2 Savings and temporary cash investments		
	3 Pledges and grants receivable, net		
	4 Accounts receivable, net		
	6 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		
	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)(8) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		
	7 Notes and loans receivable, net		
	8 Inventories for sale or use		
	9 Prepaid expenses and deferred charges	9,725	21,103
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	21,781	
	b Less: accumulated depreciation	18,601	3,180
	11 Investments—publicly traded securities		
	12 Investments—other securities. See Part IV, line 11		
	13 Investments—program-related. See Part IV, line 11		
	14 Intangible assets		
	15 Other assets. See Part IV, line 11		
16 Total assets. Add lines 1 through 15 (must equal line 34)	17,116	33,136	
Liabilities	17 Accounts payable and accrued expenses	5,189	10,605
	18 Grants payable		
	19 Deferred revenue	148,827	128,004
	20 Tax-exempt bond liabilities		
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		
	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		
	23 Secured mortgages and notes payable to unrelated third parties		
	24 Unsecured notes and loans payable to unrelated third parties		
	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		
	26 Total liabilities. Add lines 17 through 25	154,016	138,609
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 858), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.		
	27 Unrestricted net assets	-136,900	-105,473
	28 Temporarily restricted net assets		
	29 Permanently restricted net assets		
	Organizations that do not follow SFAS 117 (ASC 858), check here <input type="checkbox"/> and complete lines 30 through 34.		
	30 Capital stock or trust principal, or current funds		
	31 Paid-in or capital surplus, or land, building, or equipment fund		
	32 Retained earnings, endowment, accumulated income, or other funds		
33 Total net assets or fund balances	-136,900	-105,473	
34 Total liabilities and net assets/fund balances	17,116	33,136	

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	1,353,685
2	Total expenses (must equal Part IX, column (A), line 25)	2	1,322,258
3	Revenue less expenses. Subtract line 2 from line 1	3	31,427
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	-136,900
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	-105,473

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
2b	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 type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	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.		
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?		
3b	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.		

Light The Night 2016 NDF Proposed Metro Funds Grant Expense	
Items	Cost
T-shirts	\$7,000
Ballpark Rental	\$5,000
Zambelli International Fireworks	\$5,000
Lanterns	\$5,000
Awards Banquet	\$4,000
Light The Night Kick-Off	\$3,000
VIP Tent	\$3,000
Food	\$2,500
Waterfront Development Corporation	\$2,200
Corporate Recruitment Event	\$2,000
Printing	\$2,000
Advertising/Marketin	\$2,000
Postage	\$1,500
DJ/Entertainment	\$1,500
Secutiry	\$1,000
Rental Truck	\$500
TOTAL	\$47,200

**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 (if different from above)

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ 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

List account number(s) here (optional)

Requester's name and address (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

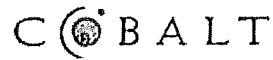
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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



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,

A handwritten signature in black ink, appearing to read "Douglas C. Smith". The signature is stylized and includes a long horizontal flourish extending to the right.

Douglas C. Smith
Sr. Vice President

VENDOR ID	NAME	CHECK NUMBER	CHECK DATE		
291318	Cobalt 301 East Main, LLC	00225794	11/16/09	Stub 1 of 1	
INVOICE DATE	DESCRIPTION	INVOICE NO.	INVOICE AMOUNT	DISCOUNT	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 MAMARONECK AVENUE, WHITE PLAINS, NY 10605
GENERAL DISBURSEMENT & INCOME ACCOUNT

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

CHECK NO. 00225794
AMOUNT \$*****3,832.00

VENDOR 291318 DATE 11/16/09

PAY THREE THOUSAND EIGHT HUNDRED THIRTY TWO AND 00/100

TO THE ORDER OF Cobalt 301 East Main, LLC
445 East Market Street, Suite 320
Louisville KY 40202

[Signature]



The Leukemia & Lymphoma Society
Fighting Blood Cancers
1311 MAMARONECK AVENUE, SUITE 310
WHITE PLAINS NY 10605

Cobalt 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.

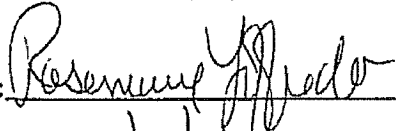
Upon the \$15,000.00 donation being made by Landlord or applied by Tenant, as the case may be, Tenant agrees to furnish Landlord with a letter reflecting that the \$15,000.00 donation was so made by Landlord and received by Tenant.

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:

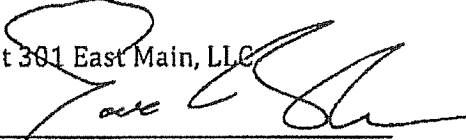
The Leukemia & Lymphoma Society, Inc.

By: 

Date: 11/13/14

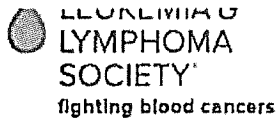
Landlord:

Cobalt 361 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: \$46,903.68 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	<p>Lessee will receive a total of eighteen (18) designated parking spaces at no cost to lessee as follows:</p> <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	<p>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.</p>
(10)	Broker	<p>Lessee and Lessor acknowledge and confirm that UGL Equis 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.</p>

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):

As To Lessor:

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

With a Copy To:

Douglas C. Smith
Cobalt Ventures, LLC
Box 1509
Louisville, Kentucky 40201
Fax: (502) 589-8299
Email: dsmith@cobaltventures.com

As To Lessee(s):

The Leukemia & Lymphoma Society
1311 Mamaroneck Avenue, Suite 310
White Plains, N.Y. 10605
Attention: Rich Colbert
Fax:
Email:

With a Copy To:

Attn:
Fax:
Email:

[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	Leased Property.....	5
Affiliate	4	Lessee.....	1
Build-Out Allowance.....	3	Lessor.....	1, 10
Build-Out Costs.....	3	Liabilities.....	4
CERCLA.....	8	Liability.....	4
Commencement Date.....	1	Month to Month Rent after Initial Term.....	1
CPI.....	4	Occupancy Costs.....	4
Effective Date.....	15	Office Building.....	1
Estimated Annual Charge For Occupancy Costs.....	2	Person.....	5
Expense Sharing Percentage.....	2	RCRA.....	8
Fixed Annual Rent.....	2	Real Estate Taxes.....	7
GAAP.....	5	Renewal Term.....	1
Hazardous Substances.....	8	Rent.....	6
Hazardous Wastes.....	8	Rent Commencement Date.....	1
Initial Estimated Occupancy Costs Per Square Foot.....	2	Requirements of Law.....	5
Initial Rent Payment.....	2	Rules and Regulations.....	5
Initial Term.....	1	Security/Damage Deposit.....	2
Lease Year.....	2	Stated Use.....	1
Lensed Premises.....	5	Term.....	5
Leased Premises Location.....	1	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 source not found:~~ hereof, (ii) all costs for landscaping, irrigating, gardening, planting, cleaning, painting, stripping, 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, repairing, 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 fall 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 5.5(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 abatement 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 \$5 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 B(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) thereafter 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, pro rata 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 guaranty 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 receipted, 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 receipted, 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 way 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.

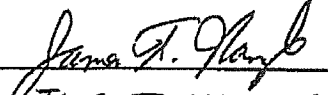
LESSOR:

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

C I O B A L T

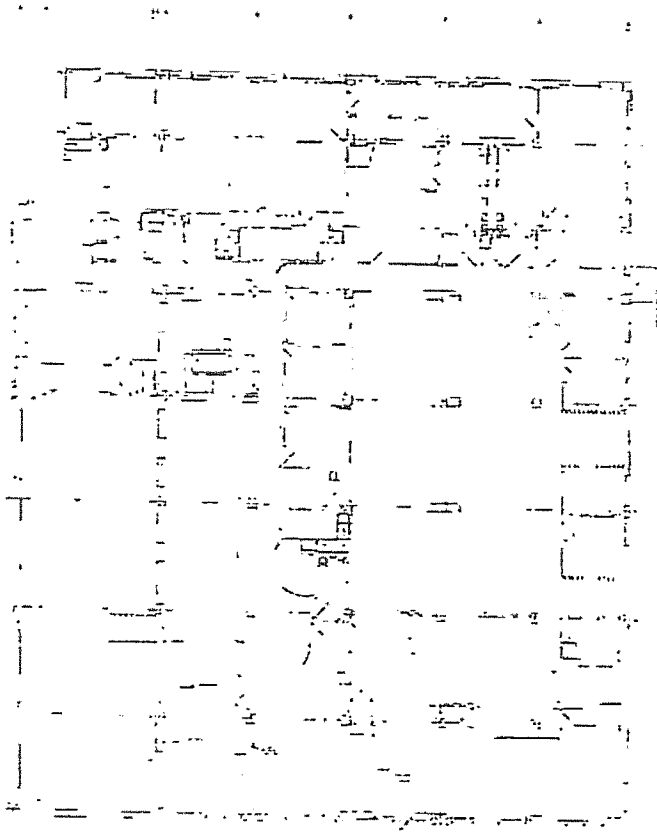
- EXHIBIT A..... Description of Leased Premises**
- EXHIBIT B..... N/A**
- EXHIBIT C..... Rules and Regulations With Respect To Office Building**

EXHIBIT A

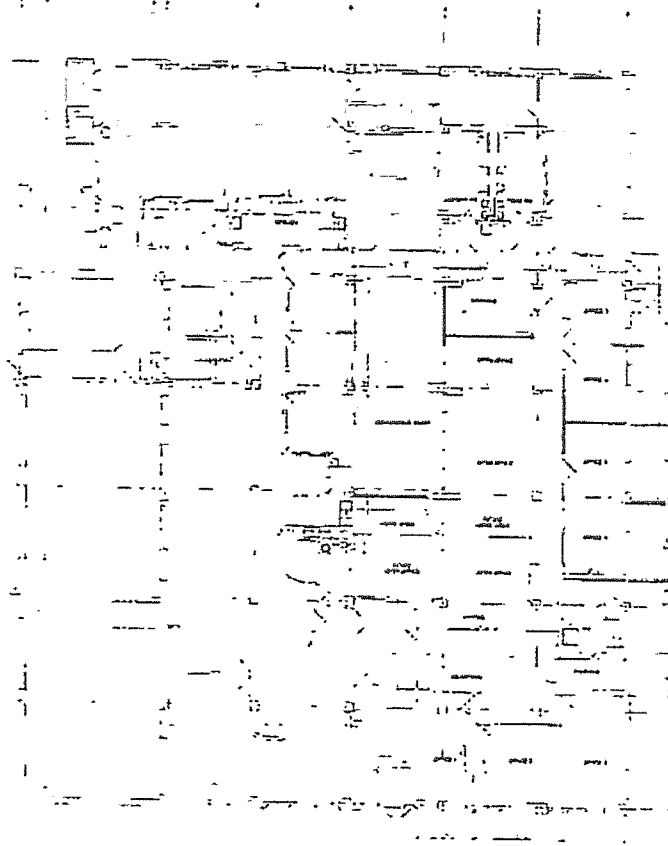
Description of Leased Premises

C O B A L T

SEE ATTACHED




**DEMOLITION
SECOND FLOOR PLAN**
 2012.07.12




**PROPOSED
SECOND FLOOR PLAN**
 2012.07.12





		NEW OFFICES FOR Leukemia & Lymphoma Society <small>UNIVERSITY, VA</small>	C BAL T <small>CONSTRUCTION</small> <small>MANAGEMENT</small>	PROPOSED FLOOR PLAN <small>2012.07.12</small>				A1.01	<small>FILED IN THE DRAWING ROOM</small>
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EXHIBIT B

Estimated Build-Out Costs

Cí® B A L T

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.

Muller, Daly (Kentucky & S. Indiana)

From: Overfield, Helen (Kentucky & S. Indiana)
 Sent: Tuesday, August 16, 2016 12:59 PM
 To: Muller, Daly (Kentucky & S. Indiana)
 Subject: DAVID TIMKO!!

US-50 1

Special 11/2012-2013 THE LEONORA & LYNDORA SOCIETY, INC 13-5644916

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 in Schedule J, report compensation from the organization on line (1) and (a) net (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)

(A) Name and Title	(B) Compensation of 2012 and/or 2013	(C) Compensation of 2012 and/or 2013	(D) Compensation of 2012 and/or 2013	(E) Compensation of 2012 and/or 2013	(F) Compensation of 2012 and/or 2013	(G) Compensation of 2012 and/or 2013	(H) Compensation of 2012 and/or 2013
JORDA HALTER	520,000	39,000	34,623	31,500	23,485	628,607	
PROFFERT & CARO	0	0	0	0	0	0	
JAMES T. MANOLE	216,941	5,508	34,679	22,772	23,296	282,790	
J BYR & CTV	0	0	0	0	0	0	
LOUIS BERENSON	334,670	29,604	17,764	28,000	16,269	423,327	
CHIEF NATION OFFICE	0	0	0	0	0	0	
RICHARD WINDSOR	284,852	22,413	39,773	17,608	1,124	314,974	
VP RES THERAPY	0	0	0	0	0	0	
GERNIE GARNOS	254,527	8,608	16,480	29,000	16,133	320,751	
CHIEF CAMPALIGFIELD	0	0	0	0	0	0	
KENTON CHU	227,038	6,152	39,838	4,018	13,760	290,777	
VP RES THERAPY	0	0	0	0	0	0	
LAURE TILAKU	235,178	0	17,672	24,084	16,104	293,041	
J BYR WINDSOR BRIDGE	0	0	0	0	0	0	
NANCY KILKER	188,136	0	263,403	13,013	9,698	474,253	
CHIEF MTC & REVENUE	0	0	0	0	0	0	

Index of Articles of Incorporation and related documents

Index Tab	Document	Date
1	Original Cert. of Inc - Robert Roesler De Villiers Fdn, Inc	Jan-49
2	Certificate of Change of Name to Leukemia Society, Inc	Jul-55
3	Certificate of Amendment to Increase the # of directors	Dec-63
4	Certificate of Change of Name to LSA	Mar-67
5	Certificate of Amendment (powers, # of directors)	Oct-68
6	Certificate of Amendment (# of directors)	Oct-74
7	Certificate of Merger with Leukemia Guild	Dec-74
8	Certificate of Amendment (powers)	Oct-80
9	Certificate of Amendment (Name Change)	Feb-00

- for such boys and young men for the purpose of carrying on their education;
- (b) paying directly to educational institutions the charges for tuition, board, lodging and other expenses of such boys and young men who are receiving their education at such institutions;
- (c) granting funds for scholarships, fellowships and other educational assistance to or for such boys and young men;
- (d) distributing funds of the corporation to other organizations established for charitable and educational purposes.

4. To engage in, 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 11 of the Membership Corporations Law or Section 35 of the Social Welfare Law.

5. 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,

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 12th day of January, 1949, before me personally came Morris Darrell, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate of Incorporation, and he thereupon duly acknowledged to me that he executed the same.

J. W. P. Johnson
JOHN W. P. JOHNSON
Notary Public in the State of New York
Residence: 115 E. 105th St., Apt. 213-C-4
Bronx Co., N.Y. City, N.Y. 10451
N.Y. Co. Clk's No. 211, Reg. No. 120-S
Commission Expires March 30, 1950

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 13th day of January, 1949, before me personally came Frank Babbott, to me known and known to me to be one of the persons described in and who executed the foregoing Certificate of Incorporation, and he thereupon duly acknowledged to me that he executed the same.

Albert G. Coyle
ALBERT G. COYLE
Notary Public in the State of New York
Residing in Kings County
Kings Co. Clk's No. 84, Reg. No. 71-C-0
Queens Co. Clk's No. 224, Reg. No. 116-C-0
N.Y. Co. Clk's No. 274, Reg. No. 22-C-0
Bronx Co. Clk's No. 10, Reg. No. 65-C-0
Richmond Co. Clk's No. 20-C
Commission Expires March 30, 1950

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

Wm. Averell Brown being duly sworn, deposes and says:

I am attorney for the subscribers to the foregoing Certificate of Incorporation. No previous application for the approval of said Certificate has been made to any Justice of the Supreme Court.

Sworn to before me this 14th day of January, 1949.

Wm Averell Brown

William J. Dickson
WILLIAM J. DICKSON
NOTARY PUBLIC in the State of New York
Residence: 115 E. 105th St., Apt. 213-C-4
Bronx Co., N.Y. City, N.Y. 10451
N.Y. Co. Clk's No. 274, Reg. No. 22-C-0
Commission Expires March 30, 1950

5019-3-8

jb

3. The new name to be assumed by the corporation is LEUKEMIA SOCIETY, INC.

IN WITNESS WHEREOF the undersigned have made, subscribed and acknowledged this certificate this 29th day of July, 1955.

Frank L. Babott
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. ...
Notary Public

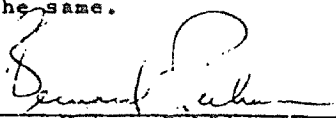
ANTHONY J. ...
Notary Public ...
Commission Expires ... 1957

612 1272

NOTARY PUBLIC AND CLERK OF SUPERIOR COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

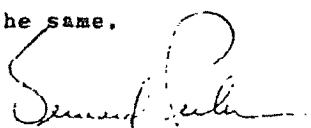
STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 6th day of December, 1963 before me personally came HAROLD L. SCHIFF, to me known and known to me to be the person described in, and who executed the foregoing amended Certificate of Incorporation, and he duly acknowledged that he executed the same.


Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 6th day of December, 1963 before me personally came HENRY GREENE, to me known and known to me to be the person described in, and who executed the foregoing amended Certificate of Incorporation, and he duly acknowledged that he executed the same.


Notary Public

31752

State of New York }
Department of State } ss.

*I hereby certify that I have compared the annexed copy with the original document filed by the Department of State
and that the same is a correct transcript of said original.*

WITNESS my hand and seal of the Department of State on NOV 19 1973

John P. Lomenzo
Secretary of State

R 662-504

STATE OF NEW YORK)
SS:
COUNTY OF ORANGE)

On the 14th day of March, 1967, before me personally came
BRYANT FISCHLER 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.

Steven I. Schechman

STEVEN I. SCHECHMAN
Notary Public, State of New York
No. 4125
Qualified in Orange County
Commission Expires 12/31/1970

STATE OF NEW YORK)
SS:
COUNTY OF ORANGE)

BRYANT FISCHLER, 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 of the members held in the City of Boston, State of Massachusetts,
on the 29th day of October, 1966, upon notice pursuant to section forty-three
of the Membership Corporations Law.

Bryant Fischler

Subscribed and sworn to
before me, this 14th day
of March, 1967.

Steven I. Schechman

STEVEN I. SCHECHMAN
Notary Public, State of New York
No. 4125
Qualified in Orange County
Commission Expires 12/31/1970

1 RESB

ATTORNEY GENERAL
200
NEW YORK
501-4020

61

754745

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 corp-
oration and increasing the authorized number of directors, pur-
suant 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. *The principal office is in the County and City of New York*
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 ROESLER 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.

ness 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 *within such limitations as are provided by law.*

d) This Corporation shall be operated exclusively for charitable, scientific, 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 propanganda or otherwise attempting to influence

STATE OF *New York*,
COUNTY OF *New York* SS:

On the *19* day of *September*, 1968, before me personally
came JULES OSTROFF, 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.

Steven I. Schechtman
Notary Public

STATE OF *New York*,
COUNTY OF *New York* SS:

STEVEN I. SCHECHTMAN,
Notary Public, State of New York
No. 418795780
Qualified in Queens County
Commission Expires March 30, 1970

JULES OSTROFF, being duly sworn, deposes and says that
he is the secretary of LEUKEMIA SOCIETY OF AMERICA, INC.; that
he has been authorized to execute and file the foregoing certifi-
cate by the concurring vote of a majority of the members of the
corporation present at an annual meeting held on the 19th day of
October, 1968, upon notice pursuant to section 43 of the Member-
ship Corporations Law.

Jules Ostroff
JULES OSTROFF
1968

Subscribed and sworn to
before me this *19th* day
of *September*, 1968.

Steven I. Schechtman
Notary Public

STEVEN I. SCHECHTMAN
Notary Public, State of New York
No. 418795780
Qualified in Queens County
Commission Expires March 30, 1970

State of New York }
Department of State } ss.:

22165

I hereby certify that I have compared the annexed copy with the original document filed by the Department of State and that the same is a correct transcript of said original.

Witness my hand and seal of the Department of State on AUG 2 1976

Wm. O'Neil
Secretary of State

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

SS.:

V. CLAUDE PETROV, being duly sworn deposes and says, that he is the President of THE LEUKEMIA GUILD, the corporation named in and described in the foregoing certificate. That he has read the foregoing certificate and knows the contents thereof, and that the same is true of his own knowledge, except as to the matters therein stated to be alleged-upon information and belief, and as to those matters he believes it to be true.

V. Claude Petrov

Sworn to before me this
4th day of December, 1974

Mary Lee Zimmerman
Mary Lee Zimmerman, Notary Public
My Term Expires August 21, 1978

At a Special Term Part ² XI of the
Supreme Court of the State of
New York, held in and for the
County of New York, at the
Courthouse thereof, located at
60 Centre Street, on the 2nd
day of July, 1974.

P R E S E N T :

HON. SAMUEL R. ROSENBERG, Justice.

-----x
In the Matter of the Application of
THE LEUKEMIA GUILD and LEUKEMIA SOCIETY
OF AMERICA, INC. for an Order Approving
Their Plan of Merger Under Section 907
of the Not-For-Profit Corporation Law
with Leukemia Society of America, Inc.
being the Surviving Corporation and
Authorizing the Filing of the Certi-
ficates of Merger Under Section 904 of
said Law.

ORDER

Index No.
5897/74

-----x
Upon reading the affidavits of Claude Petrov,
President of The Leukemia Guild, and John F. Schlueter,
President of Leukemia Society of America, Inc. sworn to
the 1st day of July, 1973 and the 30th day of June, 1973
respectively and upon the plan of merger of said corporations
dated June 30, 1973 and the financial statement with respect
to each corporation and no votes having been cast by the
members of either corporation against the adoption of the
resolutions approving the plan of merger and the Attorney
General having waived notice and certified that he had no
objection to the entry of this Order and it appearing to
the satisfaction of the court that the provisions of Article
9 of the Not-For-Profit Corporation Law have been complied
with and that the interests of the constituent corporations
and the public's interests would not be adversely affected

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
LEUKEMIA SOCIETY OF AMERICA, INC.

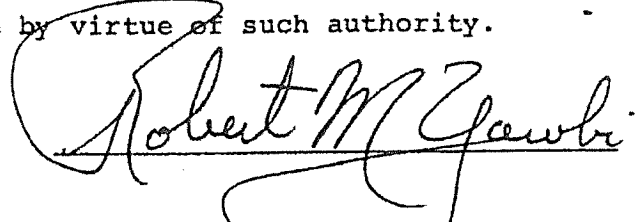
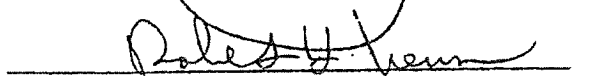
Under Section 803 of the Not-For-Profit
CORPORATION LAW

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 as 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

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. 41-4514148
Qualified in Queens County
Commission Expires March 30, 1981

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, 1999 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

The University of the State of New York

STATE OF NEW YORK: SS.
COUNTY OF ALBANY :

Pursuant to the provisions of Section 11, Article 2 of the Membership Corporations Law, consent is hereby given to the filing of the annexed certificate of incorporation of "ROBERT ROESLER DE VILLIERS FOUNDATION, INC." as a membership corporation.

This consent, however, shall in no way be construed as an approval by the Education Department, Board of Regents or Commissioner of Education of the purposes and objects of this corporation, nor shall it be construed as giving the officers or agents of this corporation the right to use the name of the University of the State of New York, Education Department, Board of Regents or Commissioner of Education in its publications and advertising matter.

3

IN WITNESS WHEREOF, I, Lewis A. Wilson,
Acting Commissioner of Education
of the State of New York, for and
on behalf of the State Education
Department, do hereunto set my hand
and affix the seal of the State Ed-
ucation Department, at the City of
Albany, this 21st day of January,
1949.

Lewis A. Wilson
Acting Commissioner of Education

5109-3-2

...until the first annual meeting and until their

successors shall elected are:

NAME

RESIDENCE

Antoinette R. de Villiers	417 Park Avenue, New York 22, N. Y.
Rudolph Roessler de Villiers	417 Park Avenue, New York 22, N. Y.
Wm. Averell Brown	129 East 95th Street, New York 29, N. Y.

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 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 10 day of January, One thousand nine hundred forty-nine.

Antoinette R. de Villiers
Antoinette R. de Villiers

Rudolph Roessler de Villiers
Rudolph Roessler de Villiers

Wm. Averell Brown
Wm. Averell Brown

Norris Barrell
Norris Barrell

Frank L. Babcock
Frank L. Babcock

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CERTIFICATE OF INCORPORATION

ROBERT ROSS AND DE WATKINS FOUNDATION, INC.

Partners of the Membership Corporation Law

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED JAN 31 1949

DECEMBER 10, 1949

TAX \$ 2.00

FILING FEE \$ 50.00

Thomas J. Glavin

Secretary of State

By
William Averell Brown
71 Broadway
New York 6, N.Y.

5108-3-1

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	4/1/2016
Principal Office	1311 MAMARONECK AVENUE WHITE PLAINS, NY 10605
Registered Agent	ANDREW SETTLE 301 EAST MAIN STREET LOUISVILLE, KY 40202-1077

Current Officers

Chairman	<u>JAMES DAVIS</u>
President	<u>LOU DEGENNARO</u>
Secretary	<u>KENNETH SCHWARTZ</u>
Treasurer	<u>KENNETH SCHWARTZ</u>
Director	<u>JAMES BECK</u>
Director	<u>PETER BROCK</u>
Director	<u>TIMOTHY DURST</u>

Individuals / Entities listed at time of formation

Director	<u>ANTAINETTE R DE VILLIER</u>
Director	<u>RUDOLPH ROESLER DE VILLE</u>
Director	<u>WM AVERELL BROWN</u>
Incorporator	<u>ANTOINETTE R DE VILLERS</u>
Incorporator	<u>RUDOLPH ROESLER DE VILLI</u>
Incorporator	<u>WM AVERELL BROWN</u>
Incorporator	<u>NORRIS DARRELL</u>
Incorporator	<u>FARNK L BABBOTT</u>

Images available online

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

<u>Annual Report</u>	4/1/2016	1 page	<u>PDF</u>
<u>Annual Report</u>	6/15/2015	1 page	<u>PDF</u>

<u>Registered Agent name/address change</u>	5/15/2015 11:29:57 AM	1 page	<u>PDF</u>	
<u>Annual Report Amendment</u>	6/6/2014	1 page	<u>PDF</u>	
<u>Annual Report</u>	6/5/2014	1 page	<u>PDF</u>	
<u>Annual Report</u>	6/25/2013	1 page	<u>PDF</u>	
<u>Registered Agent name/address change</u>	5/29/2013 2:18:09 PM	1 page	<u>PDF</u>	
<u>Annual Report</u>	5/31/2012	1 page	<u>PDF</u>	
<u>Annual Report</u>	6/6/2011	12 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/3/2010	1 page	<u>tiff</u>	<u>PDF</u>
<u>Registered Agent name/address change</u>	6/3/2010	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/17/2009	15 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	4/30/2008	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	2/16/2007	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	3/14/2006	17 pages	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	7/21/2005	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/8/2005	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/17/2003	30 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	9/30/2002	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/5/2001	1 page	<u>tiff</u>	<u>PDF</u>
<u>Principal Office Address Change</u>	4/16/2001	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	8/14/2000	18 pages	<u>tiff</u>	<u>PDF</u>
<u>Amendment</u>	3/7/2000	4 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	6/21/1999	26 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	4/29/1998	20 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1997	11 pages	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	7/2/1996	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1996	10 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1995	8 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1994	7 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1993	8 pages	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	7/29/1992	1 page	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1992	8 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1991	8 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1990	8 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1989	9 pages	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	5/31/1988	1 page	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	9/8/1986	1 page	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	9/8/1986	1 page	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	3/28/1984	2 pages	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	7/25/1978	2 pages	<u>tiff</u>	<u>PDF</u>
<u>Annual Report</u>	7/1/1976	5 pages	<u>tiff</u>	<u>PDF</u>
<u>Certificate of Authority</u>	7/17/1975	64 pages	<u>tiff</u>	<u>PDF</u>
<u>Statement of Change</u>	7/17/1975	2 pages	<u>tiff</u>	<u>PDF</u>

Assumed Names