


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

**Applicant/Program:** River city Drum Corp / Spirit of the Drum arts program  
**Applicant Requested Amount:** \$ 20,000.00  
**Appropriation Request Amount:** ~~\$ 20,000.00~~ \$ 17,500

**Executive Summary of Request**  
Funds Requested for River City Drum Corp Arts Institute ( Spirit of the Drum ) arts programs in Metro Louisville . The program is designed to connect Metro Louisville's undeserved urban core communities of Parkland,Russell,Shawnee,Portland,California and the Cane Run corridor, highlighting educational opportunities available at Historical Black Colleges and Universities . The program began on September 16th ,2017 and concludes on June 30th ,2018 .

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.

1 District #       Primary Sponsor Signature      \$ 5,000 Amount      2/2/2018 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.  
None

**Approved by:**  
\_\_\_\_\_  
Appropriations Committee Chairman      Date  
Final Appropriations Amount: \_\_\_\_\_

**Applicant/Program:** RCDC Da, Ville Classic Spirit of the Drum

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.  
None

District 1		\$	
District 2	Barbara Shepler	\$	1,000 -
District 3	Mary Stalutz	\$	1,000 <sup>00</sup>
District 4	Barbara Gentry Smith	\$	1000 -
District 5	Cheri B. Haskilton	\$	5000 -
District 6	Bill [unclear]	\$	1,000.00
District 7		\$	
District 8		\$	
District 9	Bill Holloman	\$	500 -
District 10	Erin P. Mulvihill	\$	500 -
District 11		\$	
District 12	Ril Blumel	\$	250
District 13	Vicki Aubrey Welch	\$	500 <sup>00</sup>
District 14	Cecilia Fowler	\$	500 -
District 15	Therese Butler	\$	500 -

Effective May 2016

**Applicant/Program:**

**Additional Council Office Disclosure**

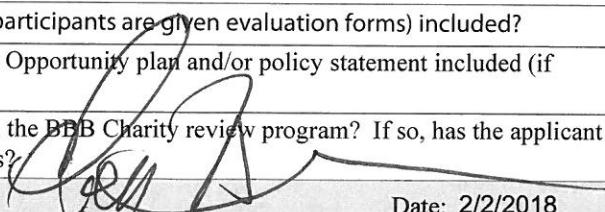
List below any personal or business relationship you, your family or your legislative assistant have with this organization, its volunteers, its employees or members of its board of directors.  
None

District 16	_____	\$ _____
District 17	_____	\$ _____
District 18	_____	\$ _____
District 19	_____	\$ _____
District 20	_____	\$ _____
District 21	<i>Vitalis Construction</i>	\$ <i>500 -</i>
District 22	_____	\$ _____
District 23	_____	\$ _____
District 24	_____	\$ _____
District 25	<i>Dryak</i>	\$ <i>250.00</i>
District 26	_____	\$ _____

**LOUISVILLE METRO COUNCIL  
NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

**Legal Name of Applicant Organization** River City Drum Corp

**Program Name and Request Amount** Spirit of the Drum art institute

	Yes/No/NA
Is the NDF Transmittal Sheet Signed by all Council Member(s) Appropriating Funding?	<input type="checkbox"/> Yes
Is the funding proposed by Council Member(s) less than or equal to the request amount?	<input type="checkbox"/> Yes
Is the proposed public purpose of the program viable and well-documented?	<input type="checkbox"/> Yes
Will all of the funding go to programs specific to Louisville/Jefferson County?	<input type="checkbox"/> Yes
Has Council or Staff relationship to the Agency been adequately disclosed on the cover sheet?	<input type="checkbox"/> Yes
Has prior Metro Funds committed/granted been disclosed?	<input type="checkbox"/> Yes
Is the application properly signed and dated by authorized signatory?	<input type="checkbox"/> Yes
Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?	<input type="checkbox"/> 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="checkbox"/> N/A
Is the entity in good standing with: <ul style="list-style-type: none"> <li>▶ Kentucky Secretary of State?</li> <li>▶ Louisville Metro Revenue Commission?</li> <li>▶ Louisville Metro Government?</li> <li>▶ Internal Revenue Service?</li> <li>▶ Louisville Metro Human Relations Commission?</li> </ul>	<input type="checkbox"/> Yes
Is the current Fiscal Year Budget included?	<input type="checkbox"/> Yes
Is the entity's board member list (with term length/term limits) included?	<input checked="" type="checkbox"/> Yes
Is recommended funding less than 33% of total agency operating budget?	<input type="checkbox"/> Yes
Does the application budget reflect only the revenue and expenses of the project/program?	<input type="checkbox"/> Yes
Is the cost estimate(s) from proposed vendor (if request is for capital expense) included?	<input type="checkbox"/> Yes
Is the most recent annual audit (if required by organization) included?	<input type="checkbox"/> Yes
Is a copy of Signed Lease (if rent costs are requested) included?	<input type="checkbox"/> Yes
Is the Supplemental Questionnaire for churches/religious organizations (if requesting organization is faith-based) included?	<input type="checkbox"/> N/A
Are the Articles of Incorporation of the Agency included?	<input type="checkbox"/> Yes
Is the IRS Form W-9 included?	<input type="checkbox"/> Yes
Is the IRS Form 990 included?	<input type="checkbox"/> Yes
Are the evaluation forms (if program participants are given evaluation forms) included?	<input type="checkbox"/> N/A
Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required to do so)?	<input type="checkbox"/> 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="checkbox"/> N/A
Prepared by: <b>Charles Weathers</b> 	Date: 2/2/2018

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

SECTION 1 – APPLICANT INFORMATION			
<b>Legal Name of Applicant Organization:</b>		<b>River City Drum Corp C</b>	
<small>(as listed on: <a href="http://www.sos.ky.gov/business/records">http://www.sos.ky.gov/business/records</a>)</small>			
<b>Main Office Street &amp; Mailing Address:</b> 3308 Chauncey Avenue Louisville, KY 40211			
<b>Website:</b> www.rivercitydrumcorpky.com			
<b>Applicant Contact:</b>	Albert Shumake	<b>Title:</b>	Assistant Director
<b>Phone:</b>	8594929525	<b>Email:</b>	ynggftdandblk@gmail.com
<b>Financial Contact:</b>	Albert Shumake	<b>Title:</b>	Assistant Director
<b>Phone:</b>	8594929525	<b>Email:</b>	ynggftdandblk@gmail.com
<b>Organization's Representative who attended NDF Training:</b> <u>Albert Shumake</u>			
SECTION 2 – PROGRAM REQUEST & FINANCIAL INFORMATION			
<b>PROGRAM/PROJECT NAME:</b> DaVille Classic 2018			
<b>Total Request: (\$)</b>	20,000.00	<b>Total Metro Award (this program) in previous year: (\$)</b>	
<b>Purpose of Request (check all that apply):</b>			
<input 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)			
<b>The Following are Required Attachments:</b>			
<input checked="" type="checkbox"/> IRS Exempt Status Determination Letter <input checked="" type="checkbox"/> Current year projected budget <input checked="" type="checkbox"/> Current financial statement <input checked="" type="checkbox"/> Most recent IRS Form 990 or 1120-H <input checked="" type="checkbox"/> Articles of Incorporation (current & signed) Cost estimates from proposed vendor if request is for capital expense		<input checked="" type="checkbox"/> Signed lease if rent costs are being requested <input checked="" type="checkbox"/> IRS Form W9 Evaluation forms if used in the proposed program <input checked="" type="checkbox"/> Annual audit (if required by organization) Faith Based Organization Certification Form, if applicable	
<b>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.</b>			
<b>Source:</b>	External Agency	<b>Amount: (\$)</b>	20,000.00
<b>Source:</b>		<b>Amount: (\$)</b>	
<b>Source:</b>		<b>Amount: (\$)</b>	
Has the applicant contacted the BBB Charity Review for participation? <input type="radio"/> Yes <input checked="" type="radio"/> No			
Has the applicant met the BBB Charity Review Standards? <input type="radio"/> Yes <input checked="" type="radio"/> No			

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 3 – AGENCY DETAILS

#### Describe Agency's Vision, Mission and Services:

The River City Drum Corps Cultural Arts Institute, Inc. vision is to use the "Spirit of the Drum", which is a multifaceted percussive arts program that begins on September 16, 2017 and concludes on June 30, 2018. The program is designed to connect Metro Louisville's underserved urban core communities of Parkland, Russell Lee, Shawnee, Chickasaw, Smoketown, Portland, California Park, Cane Run Corridor, and the Midwest Percussion Association (3DI-Dayton, Ohio, Boom Squad-Evansville, Indiana, Columbus Saints-Columbus, Ohio, PICK Percussion- Peoria, Illinois) to the Marching Band traditions and educational opportunities available at Historically Black Colleges and Universities (Kentucky heState University-Frankfort, Kentucky, Lincoln University-Jefferson City, Missouri, Tennessee State University, Nashville, Tennessee, Alabama State University-Huntsville, Alabama, Simmons College of Kentucky-Louisville, Kentucky) and the Honda Battle of the Bands, annually held in Atlanta, Georgia. The "Spirit of the Drum" mission is developed through the implementation of educational and Cultural Arts programs which provide activities, instruction, and cultural art exchanges in; dance, piano, workshops, various percussive styles, drum line showcases, parades, lecture demonstrations, and performances produced by local and national arts organization (Kentucky Center of the Performing Arts, Lincoln Center Orchestra w/ Wynton Marsalis, Urban Bush Women, Yamato, Complexions Contemporary Ballet) The "Spirit of the Drum" marching season is a series of drum line showcases, workshops, performances, and parades that will take place in: Dayton, Ohio, Nashville, Tennessee, Evansville, Indiana, Pineville, Kentucky, Frankfort, Kentucky, Springfield, Kentucky, and Louisville, Kentucky. The program establishes new avenues for the families to travel outside familiar surroundings, exposing families to the possibilities of new relationships, new places, diverse percussion styles, and cultural and educational enrichments. The Annual Da'Ville Classic Drum Line Showcase brings a mixture of showmanship, creativity, flare, and marching traditions of Historically Black Colleges and Universities, high schools, and community lines. The Drum Lines come from Ohio, Kentucky, Indiana, Missouri, and Alabama, expanding the horizons of participants and Metro Louisville.

The Spirit of the Drum service locations:

Immaculate Heart of Mary Church 3308 Chauncey Avenue- Louisville, KY 40211  
Nativity Academy 531 East Liberty Street-Louisville, KY 40202  
Farnsley Middle School-3400 Lees Lane Louisville, KY 40216  
Maupin Elementary School 1312 Catalpa Street-Louisville, KY 40211  
The Kentucky Center for the Performing Arts 501 West Main Street Louisville, KY 40202  
3DI-Dakota Center 33 Burnett Street Dayton, OH 45402  
Boom Squad 800 Evans Ave Evansville, IN 47737

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 4 - BOARD OF DIRECTORS AND PAID STAFF

Board Member	Term End Date
Brandy Shumake-Young	1/1/2019
Gola Busby	1/1/2019
Jamie Keith	1/1/2019
Lynn Rippy	1/1/2019
Eric Burse	1/1/2020
Rev. Steven Smith	1/1/2020
Evelyn Weathers	1/1/2019
Chuck Dobbins	1/1/2020

**Describe the Board term limit policy:**

Each board member is selected for three years of service with the option for a second three year term. After their second two year term, the board member must sit out for two years before they can return to the board.

Three Highest Paid Staff Names	Annual Salary
Albert Shumake	15,00.00
Janee White	6,500.00
Kameron Graham	5,000.00

Applicant's Initials

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 5 – PROGRAM/PROJECT NARRATIVE

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

The River City Drum Corps Cultural Arts Institute, Inc. vision is to use the "Spirit of the Drum", which is a multifaceted percussive arts program that begins on September 16, 2017 and concludes on June 30, 2018. The program is designed to connect Metro Louisville's underserved urban core communities of Parkland, Russell Lee, Shawnee, Chickasaw, Smoketown, Portland, California Park, Cane Run Corridor, and the Midwest Percussion Association (3DI-Dayton, Ohio, Boom Squad-Evansville, Indiana, Columbus Saints-Columbus, Ohio, PICK Percussion- Peoria, Illinois) to the Marching Band traditions and educational opportunities available at Historically Black Colleges and Universities (Kentucky heState University-Frankfort, Kentucky, Lincoln University-Jefferson City, Missouri, Tennessee State University, Nashville, Tennessee, Alabama State University-Huntsville, Alabama, Simmons College of Kentucky-Louisville, Kentucky) and the Honda Battle of the Bands, annually held in Atlanta, Georgia. The "Spirit of the Drum" mission is developed through the implementation of educational and Cultural Arts programs which provide activities, instruction, and cultural art exchanges in; dance, piano, workshops, various percussive styles, drum line showcases, parades, lecture demonstrations, and performances produced by local and national arts organizations (Kentucky Center of the Performing Arts, Lincoln Center Orchestra w/ Wynton Marsalis, Urban Bush Women, Yamato, Complexions Contemporary Ballet)

The program will create the following percussive arts opportunities: 3DI Drum Line Showcase, Dayton, OH Feb 4, 2017, This is How Do It Musical, Brown Theatre Feb 25, 2018, Percussion Ensemble Workshop-Jazz Percussionist Jecorey Arthur Sept 2017-June 2018, Kentucky Center for the Performing Arts Reach Keepers of the Dream January 14, 2018, 11th Annual Da'Ville Classic Drum Line Showcase, Kentucky Derby Pegasus Parade May 3, 2018, Mountain Laurel Festival Parade Pineville, KY May 26, 2018, Boomfest Evansville, IN June 2, 2018

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

The funding will be for the cost associated with the use of the Palace Theatre transportation, lodging in the city of Louisville for Historically Black Colleges and Universities.



## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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

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

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

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

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

Reimbursements should not be made before application date unless an emergency can be demonstrated by the primary council sponsor. The funding request is a reimbursement of the following expenditures (attach invoices or proof of payment):

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

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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

1. Provides community based after school venues for musically inclined children to participate in percussion activities
2. Empowers children with musical skills to become successful members of middle and high school band programs
3. The program creates scholarship opportunities to Kentucky State University, Lincoln University, Tennessee State University, and Simmons College of Kentucky.
4. Creates opportunities for parents, primary care givers, and extended families to become participants in activities involving their children.
5. Builds productive community partnerships and relationships with churches, schools, social and civic organizations.

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

- a. Pre test to establish bench marks
- b. Post test to measure program results
- c. Report cards and progress reports
- d. KidsTrax for monitoring attendance
- e. Program evaluations from members and parents
- f. Referrals to track members behavior in school

The program measurable outcomes are:

- a. Youth gains new knowledge and increases skills in reading, writing, science, computer technology, audio and video production, and career production
- b. Youth gains new knowledge and increase skills in areas of composition, sight reading, sticking, rhythm development, audio and video production, performance etiquette, booking, and managing performances
- c. Modification of attitudes, behaviors, attitude in areas of personal accountability and academics

**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 Spirit of the Drum Service Locations:

Immaculate Heart of Mary Church 3308 Chauncey Avenue, Louisville, KY 40211 leases space at below market rate providing a home for the River City Drum Corps Cultural Arts Institute, Inc. RCDC is the program service provider through the "Spirit of the Drum" funds generated are used to offset other expenses associated with the development of the Spirit of the Drum programs

Nativity Academy 531 East Liberty Street Louisville, KY 40202, Farnsley Middle School 3400 Lees Lane Louisville, KY 42016, Wheatley Elementary School (Farnsley Middle School Drum Line will field a team to participate in the 12th Annual Da'Ville Classic Drum Line Showcase and WE Day at the Kentucky Center for the Performing Arts)

Maupin Elementary School 1312 Catalpa Street Louisville, KY 40211

The Kentucky Center for the Performing Arts 501 West Main Street Louisville, KY 40202-providing funding for the workshops, equipping piano studio for instruction, musical composition, sight reading, and music theory

Our partnership with 3DI-Dakota Center 33 Burnett Street Dayton, OH 45402 Boom Squad 800 South Evans Avenue Evansville, IN 47737 creates opportunities to attend their Annual Drumline Showcase creating avenues for travel, builds on-going organizational family relations and cultural exchanges for RCDC families.

**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

**SECTION 6 – PROGRAM/PROJECT BUDGET SUMMARY**

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

Program/Project Expenses	Column 1	Column 2	Column (1+2)=3
	Proposed Metro Funds	Non- Metro Funds	Total Funds
<b>A: Personnel Costs Including Benefits</b>		5,000.00	5,000.00
<b>B: Rent/Utilities</b>			
<b>C: Office Supplies</b>			
<b>D: Telephone</b>			
<b>E: In-town Travel</b>		6,900.00	6,900.00
<b>F: Client Assistance (See Detailed List on Page 8)</b>			
<b>G: Professional Service Contracts</b>			
<b>H: Program Materials</b>		29,800.00	29,800.00
<b>I: Community Events &amp; Festivals (See Detailed List on Page 8)</b>	20,000.00	20,000.00	40,000.00
<b>J: Machinery &amp; Equipment</b>			
<b>K: Capital Project</b>			
<b>L: Other Expenses (See Detailed List on Page 8)</b>			
<b>*TOTAL PROGRAM/PROJECT FUNDS</b>	20,000.00	61,700.00	81,700.00
<b>% of Program Budget</b>	24.47 %	75.53 %	<b>100%</b>

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

Other State, Federal or Local Government	
United Way	
Private Contributions (do not include individual donor names)	56,000.00
Fees Collected from Program Participants	5,700.00
Other (please specify)	
Total Revenue for Columns 2 Expenses **	61,700.00

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

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

**LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION**

Detail for Client Assistance, Community Events & Festivals or Other Expenses shown on Page 7 (circle one and use multiple sheets if necessary)	Column 1	Column 2	Column (1 + 2)=3
	Proposed Metro Funds	Non-Metro Funds	Total Funds
Louisville Palace Theatre	\$15,000.00		15,000.00
Transportation fo Tennessee State	5,000.00		5,000.00
Louisville Palace Theatre Expenses. Transportation for Kentucky State Univ. and Alabama A&M		20,000.00	20,000.00
<b>Total</b>	\$20,000.00	20,000.00	40,000.00

Applicant's Initials AW

**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
Volunteer	\$5000.00	\$17.75 an hour
<i>Total Value of In-Kind</i> <i>(to match Program Budget Line Item.</i> Volunteer Contribution & Other In Kind)	5,000.00	\$17.75 @ hour

\* 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: January 1, 2018

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

If YES, please explain:

## LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

### SECTION 7 – CERTIFICATIONS & ASSURANCES

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

#### Standard Assurances

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

#### Standard Certifications

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

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

### SECTION 8 – CERTIFICATIONS & ASSURANCES

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

Signature of Legal Signatory:	<i>Albert Shumake</i>	Date:	1/23/18
Legal Signatory: (please print):	Albert Shumake	Title:	Asst. Director
Phone:	859 4929525	Extension:	
Email:	<i>yngf@tdandb1k@gmail.com</i>		

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

DEPARTMENT OF THE TREASURY

Date:

MAY 29 2007

Employer Identification Number:

DLIN:

17053090741047

Contact Person:

JOSEPH R KENNEDY

ID# 31647

Contact Telephone Number:

(877) 829-5500

Public Charity Status:

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

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

Dear Applicant:

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


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

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

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

Please keep this letter in your permanent records.

Sincerely yours,



Robert Choi  
Director, Exempt Organizations  
Rulings and Agreements

Letter 1050 (DO/CG)

River City Drum Corp Cultural Arts Institute, Inc  
Spirit of the Drum  
Final Budget 2017-18

<b>Income</b>	<b>Projected</b>
Metro Louisville	15,000.00
Norton Foundation	20,000.00
Parent Support Group	15,000.00
Owlsley Brown	10,000.00
Jefferson County Public Schools	15,000.00
Program Services	15,000.00
11th Annual DaVille Classic	10,000.00
Living The Legacy of Zambia Nkrumah	10,000.00
Alfred Geirets Hope Initiative	19,000.00
<b>Total</b>	<b>\$ 129,000.00</b>

<b>Expenses</b>	
Program Staff	30,000.00
Immaculate Heart of Mary	8,000.00
Utilities	8,000.00
Office Supplies	9,000.00
Program Materials	20,300.00
Telephone	4,000.00
Vehicle	13,000.00
Travel	15,000.00
Insurance	6,700.00
Electronic Equipment	15,000.00
<b>Total</b>	<b>\$ 129,000.00</b>





## Small Business Online Banking

### Account Details

Checking [REDACTED] / \$15,213.62

As of Jan 23, 2018

Available Balance

\$15,213.62

[Manage Debit Cards](#)

Posted Balance:

\$16,013.62

[Manage My Alerts](#)

Interest Paid (YTD):

N/A

[Buy QuickBooks](#)

Interest Rate:

N/A

Routing Number:

Account Number:



**BB&T Business Checking** Move your business in the right direction.  
Open an account today. [Get started >](#)

### Transaction Details

<u>Date</u>	<u>Type</u>	<u>Check #</u>	<u>Description</u>	<u>Debit (-)</u>	<u>Credit (+)</u>	<u>Daily Posted Balance<sup>1</sup></u>
Pending 01/23/2018	Debit		IN-BRANCH TRANSFER - PAYMENT TO CREDIT CARD - [REDACTED]	\$800.00		
01/22/2018	Check	<a href="#">1563</a>	CHECK #1563 <a href="#">View</a>	\$63.59		\$16,013.62
01/22/2018	Fee		SERVICE CHARGES - PRIOR PERIOD	\$4.00		
01/11/2018	Debit		PAYMENT LOU WATER CO 0000 River City Drum Corp C ACH DEBIT	\$102.73		\$16,081.21

						Daily Posted Balance
01/11/2018	Debit		OLB ACCOUNT [REDACTED] SERVICE FROM 12/11 TO 01/10 OFX ACCT SOFTWARE FEE	\$14.95		
01/11/2018	Credit		COUNTER DEPOSIT <a href="#">View</a>		\$12,600.00	
01/10/2018	Debit		Payment ATT PAYU River City Drum ACH DEBIT	\$55.60		\$3,598.89
01/05/2018	Debit		Payment ATT PAYP River City Drum ACH DEBIT	\$45.00		\$3,654.49
12/26/2017	Check	<a href="#">1562</a>	CHECK #1562 <a href="#">View</a>	\$195.00		\$3,699.49
12/26/2017	Check	<a href="#">1561</a>	CHECK #1561 <a href="#">View</a>	\$150.00		
12/26/2017	Check	<a href="#">1469</a>	CHECK #1469 <a href="#">View</a>	\$50.00		

Your [Pending Transactions](#) and Available Balance will be adjusted during our nightly processing cycle as activity is posted to your account.

Transactions are paid from your Available Balance at the time of posting consistent with payment guidelines in your [Bank Service Agreement](#).

<sup>1</sup>Daily Posted Balance: The posted balance after nightly processing is completed. Please note that transactions are paid from your Available Balance consistent with our payment guidelines, and that the Available Balance may be different than your Daily Posted Balance. Important: The Daily Posted Balance does not reflect all pending transactions and fees and should not be used to determine how overdraft fees were assessed.

[Understanding deposits and balances](#)

Online Banking Support: 888-BBT-ONLINE (888-228-6654) Credit Cards: 800-476-4228

[Customer Service](#) | [Contact Us](#) | [Privacy and Security](#) | [Disclosures](#)

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# Non-Profit Checking

PNC Bank



For the Period 12/01/2017 to 12/29/2017

Primary Account Number [REDACTED]

Page 1 of 3

Number of enclosures: 0

RIVER CITY DRUM CORP CULTURAL ARTS  
INSTITUTE INC  
3308 CHAUNCEY AVE  
LOUISVILLE KY 40211-1863

For 24-hour banking sign on to  
 PNC Bank Online Banking on pnc.com  
FREE Online Bill Pay

For customer service call 1-877-BUS-BNKG  
Monday - Friday: 7 AM - 10 PM ET  
Saturday & Sunday: 8 AM - 5 PM ET

Para servicio en español, 1-877-BUS-BNKG

**Moving?** Please contact your local branch

Write to: Customer Service  
PO Box 609  
Pittsburgh, PA 15230-9738

Visit us at PNC.com/smallbusiness

TDD terminal: 1-800-531-1648  
For hearing impaired clients only

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## IMPORTANT ACCOUNT CHANGE FOR ALL BUSINESS ACCOUNTS WITH TREASURY MANAGEMENT SERVICES

Effective JANUARY 1, 2018, charges for certain Treasury Management services will change. The impact of these changes on your organization will depend on the mix of services you use at PNC and your transaction volume. If applicable, the fees for some of the services may be reduced or offset by the Earning Credit for your account.

Rather than listing all the detail for all services, we would be happy to review with you the changes that are applicable to your account and to discuss other services and options that may address the evolving needs of your company. If you are interested, please contact Treasury Management Client Care (TMCC) at 1-800-669-1518

Effective JANUARY 1, 2018, the following fee will apply:

### PINACLE EXPRESS

The fee for PINACLE EXPRESS Base Services will be \$35.00 per month. Additionally, 'real-time' data reporting has been added to the base package and the number of accounts that can be added will be unlimited.

Effective FEBRUARY 1, 2018, the following fees will apply:

### WIRE TRANSFER FEES

The fee for DOMESTIC WIRES INCOMING will be \$12.50 each.

The fee for DOMESTIC WIRES OUTGOING - VOICE INITIATED (both repetitive and one-time) will be \$30.00 each.

The fee for INTERNATIONAL WIRES INCOMING will be \$20.00 each.

The fee for INTERNATIONAL WIRES OUTGOING - VOICE INITIATED for wires in U.S. currency will be \$65.00 each and for wires in a foreign currency will be \$45.00 each.

The fee for REPEAT CODE STORAGE will be \$2.30 each.

The fee for WIRE INVESTIGATIONS initiated within 99 days will be \$35.00 and for those initiated 100 days or after will be \$150.00 each.

# Non-Profit Checking

For 24-hour account information, sign-on to  
pnc.com/mybusiness/

For the Period 12/01/2017 to 12/29/2017

River City Drum Corp Cultural Arts

Primary Account Number [REDACTED]

Page 2 of 3

Non-Profit Checking Account Number: [REDACTED] continued

The fee for WIRE TRANSFER MANUAL REPAIR will be \$16.00 each.

The fee for VOICE PIN ISSUANCE AND MAINTENANCE will be \$6.00 each.

The fee for BOOK TRANSFER INCOMING will be \$5.00 each.

The fee for BOOK TRANSFER OUTGOING - VOICE INITIATED will be \$20.00 each.

The fee for MAIL ADVICE will be \$7.00 each.

The fee for FAX/ELECTRONIC ADVICE will be \$3.25 each.

## Non-Profit Checking Summary

River City Drum Corp Cultural Arts  
Institute Inc

Account number: [REDACTED]

Overdraft Protection has not been established for this account.  
Please contact us if you would like to set up this service.

## Balance Summary

Beginning balance	Deposits and other additions	Checks and other deductions	Ending balance
14,920.03	13,333.33	15,010.26	13,243.10
		Average ledger balance	Average collected balance
		12,454.89	11,998.58

## Deposits and Other Additions

Description	Items	Amount
Deposits	1	13,333.33
<b>Total</b>	<b>1</b>	<b>13,333.33</b>

## Checks and Other Deductions

Description	Items	Amount
Checks	9	14,128.67
Check Card Purchases	6	881.59
<b>Total</b>	<b>15</b>	<b>15,010.26</b>

## Daily Balance

Date	Ledger balance	Date	Ledger balance	Date	Ledger balance
12/01	13,320.03	12/11	11,213.77	12/18	631.34
12/06	13,286.11	12/13	10,913.77	12/19	13,960.43
12/07	13,086.11	12/15	10,887.34	12/27	13,243.10

## Activity Detail

### Deposits and Other Additions

#### Deposits

Date posted	Amount	Transaction description	Reference number
12/19	13,333.33	Deposit	035476129

### Checks and Other Deductions

#### Checks and Substitute Checks

\* Gap in check sequence

Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number	Date posted	Check number	Amount	Reference number
12/07	1031 *	200.00	070290837	12/11	1034	1,311.34	073081554	12/27	1037	350.00	076017362
12/01	1032	350.00	070559739	12/13	1035	300.00	077475528	12/27	1038	200.00	076440810
12/01	1033	1,250.00	070055146	12/18	1036	10,000.00	072352179	12/27	1041 *	167.33	076509073

#### Check Card Purchases

Date posted	Amount	Transaction description	Reference number
12/06	33.92	0767 Debit Card Purchase Papa John's #00021 502-4476900 Ky	04554870094320767340

Check Card Purchases continued on next page

# Non-Profit Checking

For 24-hour account information, sign-on to  
[pnc.com/mybusiness/](http://pnc.com/mybusiness/)

For the Period 12/01/2017 to 12/29/2017

River City Drum Corp Cultural Arts

Primary Account Number: [REDACTED]

Page 3 of 3

Non-Profit Checking Account Number [REDACTED] continued

## Check Card Purchases - continued

Date posted	Amount	Transaction description	Reference number
12/11	374.00	0767 Debit Card Purchase Actors Theatre Of Loui 502-5841265 Ky	73257870094320767345
12/11	187.00	0767 Debit Card Purchase Bristol Bar & Gril Louisville Ky	89983870094320767344
12/15	26.43	0767 Debit Card Purchase Hobby-Lobby #640 Louisville Ky	39432870094320767349
12/18	256.00	0767 Debit Card Purchase Techsoup 415-6339300	39760870094320767351
12/19	4.24	0767 Debit Card Purchase Ben Franklin Crafts 812-9441215 In	26898870094320767353

## Detail of Services Used During Current Period

Note: The total charge for the following services will be posted to your account on 01/02/2018 and will appear on your next statement as a single line item entitled Service Charge Period Ending 12/29/2017.

\*\* Combined Transactions include ACH Credits, ACH Debits, Checks Paid, Deposited Item - Consolidated, Deposit Tickets Processed

Description	Volume	Amount	
Account Maintenance Charge		.00	Requirements Met
Combined Transactions	12	.00	Included in Account
Checks Paid	9	.00	
Deposited Item - Consolidated	2	.00	
Deposit Tickets Processed	1	.00	
Total For Services Used This Period		.00	
Total Service Charge		.00	

# Return of Organization Exempt From Income Tax

**2016**

**Open to Public Inspection**

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](http://www.irs.gov/form990).

Department of the Treasury  
Internal Revenue Service

**A** For the 2016 calendar year, or tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

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

**C** Name of organization: RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.  
 Doing business as: \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address): 3308 CHAUNCEY AVENUE Room/suite: \_\_\_\_\_  
 City or town: LOUISVILLE State: KY ZIP code: 40211  
 Foreign country name: \_\_\_\_\_ Foreign province/state/country: \_\_\_\_\_ Foreign postal code: \_\_\_\_\_

**D** Employer identification number: [REDACTED]  
**E** Telephone number: \_\_\_\_\_

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

**G** Gross receipts \$: 137,470

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

**H(c)** Group exemption number: \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) \_\_\_\_\_ (insert no.)  4947(a)(1) or  527

**J** Website: N/A

**K** Form of organization:  Corporation  Trust  Association  Other

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

**Part I Summary**

Activities & Governance	1	Briefly describe the organization's mission or most significant activities:	TO PROVIDE CULTURALLY ENRICHING EXPERIENCES, TUTORING AND MENTORING SERVICES TO INNER CITY YOUTH	
	2	Check this box <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	7
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	5
	5	Total number of individuals employed in calendar year 2016 (Part V, line 2a)	5	4
	6	Total number of volunteers (estimate if necessary)	6	
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
	7b	7b	0	
Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9	Program service revenue (Part VIII, line 2g)	86,782	89,397
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	57,461	48,073
	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)	144,243	137,470
	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
Expenses	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	3,515	5,530
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0	0
	b	Total fundraising expenses (Part IX, column (D), line 25)	0	0
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	106,826	143,814
	18	Total expenses—add lines 13–17 (must equal Part IX, column (A), line 25)	110,341	149,344
19	Revenue less expenses—subtract line 18 from line 12	33,902	-11,874	
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21	Total liabilities (Part X, line 26)	61,210	50,114
	22	Net assets or fund balances—subtract line 21 from line 20	2,305	1,800
		58,905	48,314	

**Part II Signature Block**

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

**Sign Here**

Signature of officer: EDWARD WHITE Date: \_\_\_\_\_  
 Type or print name and title: EXECUTIVE DIRECTOR

**Paid Preparer Use Only**

Print preparer's name: Charles Alexander III Preparer's signature: Charles Alexander III Date: 5/15/2017 PTIN: [REDACTED]  
 Check  if self-employed  
 Firm's name: Charles Alexander III, CPA Firm's EIN: [REDACTED]  
 Firm's address: 930 E Broadway, Louisville, KY 40204 Phone no: (502) 584-2375

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

**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.		
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 8a? 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

Part III Statement of Program Service Accomplishments

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

1 Briefly describe the organization's mission
TO PROVIDE CULTURALLY ENRICHING EXPERIENCES TO AT RISK INNER-CITY YOUTH

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?
If "Yes" describe these new services on Schedule O
Yes No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?
If "Yes," describe these changes on Schedule O.
Yes No

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 \$ 149,344 including grants of \$ ) (Revenue \$ 137,470 )
HELPED TO BUILD YOUTHS' SELF-ESTEEM WHILE EXPOSING THEM TO VARIOUS CULTURALLY ENRICHING EXPERIENCES IN WHICH THE YOUTH PARTICIPATED

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

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

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

4e Total program service expenses 149,344



**Part IV** Checklist of Required Schedules (continued)

	Yes	No
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?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? 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 or for domestic individuals 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), 501(c)(4), and 501(c)(29) 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, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If "Yes," 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, Part 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.		X
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 V.		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O.	X	

**Part V** Statements Regarding Other IRS Filings and Tax Compliance

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

		Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable.		
1b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable.		
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? <i>Note.</i> 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 FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
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?		
<b>7 Organizations that may receive deductible contributions under section 170(c).</b>			
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?		X
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?		X
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?		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
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?		
<b>8 Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?</b>			
<b>9 Sponsoring organizations maintaining donor advised funds.</b>			
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10 Section 501(c)(7) organizations. Enter:</b>			
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.		
<b>11 Section 501(c)(12) organizations. Enter:</b>			
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.)		
<b>12a Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?</b>			
<b>12b</b>			
<b>13a Section 501(c)(29) qualified nonprofit health insurance issuers.</b>			
a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note.</i> 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.		
<b>14a</b> Did the organization receive any payments for indoor tanning services during the tax year?			
<b>14b</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**

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

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

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13.		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		X
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done.		X
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official.	X	
b	Other officers or key employees of the organization. If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		X
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		X
16b			

**Section C. Disclosure**

- 17 List the states with which a copy of this Form 990 is required to be filed. ▶
- 18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain in Schedule O)
- 19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20 State the name, address, and telephone number of the person who possesses the organization's books and records. ▶  
 EDWARD WHITE (502)772-7660  
 3308 CHAUNCEY AVE LOUISVILLE, KY 40211

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

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

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

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

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

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

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) EDWARD WHITE EXECUTIVE DIRECTOR	40.00 0.00	X			X			0	0	0
(2) CYNTHIA FLETCHER V/P	5.00 0.00	X		X				0	0	0
(3) ALBERT SHUMAKE SECRETARY	2.00 0.00	X		X				0	0	0
(4) BOBBY SHUMAKE DIRECTOR	2.00 0.00	X						0	0	0
(5) GOLA WHITE DIRECTOR	2.00 0.00	X						0	0	0
(6) AKILAHMANH LCARL DIRECTOR	2.00 0.00	X						0	0	0
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

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

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

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

	Yes	No
<b>3</b> 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
<b>4</b> 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
<b>5</b> 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
		0
		0
		0
		0
		0

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

**Part VIII** Statement of 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	0			
	b	Membership dues	1b	11,081			
	c	Fundraising events	1c	3,030			
	d	Related organizations	1d	0			
	e	Government grants (contributions)	1e	23,500			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	51,786			
	g	Noncash contributions included in lines 1a-1f:	\$	0			
	h	<b>Total.</b> Add lines 1a-1f		89,397			
Program Service Revenue			Business Code				
	2a	PROGRAM SERVICES - PERFORMANCES	813000	42,291	42,291		
	b	MERCHANDISE	813000	5,782	5,782		
	c			0			
	d			0			
	e			0			
	f	All other program service revenue		0			
g	<b>Total.</b> Add lines 2a-2f		48,073				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		0			
	4	Income from investment of tax-exempt bond proceeds		0			
	5	Royalties		0			
	6a	Gross rents	(i) Real	(ii) Personal			
		b	Less: rental expenses				
		c	Rental income or (loss)	0	0		
		d	Net rental income or (loss)			0	
	7a	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
		b	Less: cost or other basis and sales expenses	0	0		
		c	Gain or (loss)	0	0		
		d	Net gain or (loss)			0	
	8a	Gross income from fundraising events (not including \$ of contributions reported on line 1c) See Part IV line 18			0		
		a			0		
		b	Less: direct expenses			0	
	c	Net income or (loss) from fundraising events			0		
9a	Gross income from gaming activities See Part IV line 19			0			
	a			0			
	b	Less: direct expenses			0		
c	Net income or (loss) from gaming activities			0			
10a	Gross sales of inventory, less returns and allowances			0			
	a			0			
	b	Less: cost of goods sold			0		
c	Net income or (loss) from sales of inventory			0			
Miscellaneous Revenue			Business Code				
11a				0			
b				0			
c				0			
d	All other revenue			0			
e	<b>Total.</b> Add lines 11a-11d			0			
12	<b>Total revenue.</b> See instructions			137,470	48,073	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 domestic organizations domestic governments. See Part IV, line 21	0			
2	Grants and other assistance to domestic individuals. See Part IV, line 22	0			
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16	0			
4	Benefits paid to or for members	0			
5	Compensation of current officers, directors, trustees, and key employees	0		0	
6	Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0			
7	Other salaries and wages	4,653	4,653		
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0			
9	Other employee benefits	0			
10	Payroll taxes	877	877		
11	Fees for services (non-employees)				
a	Management	13,172	13,172		
b	Legal	0			
c	Accounting	1,150	1,150		
d	Lobbying	0			
e	Professional fundraising services. See Part IV, line 17	0			
f	Investment management fees	0			
g	Other. If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O	0			
12	Advertising and promotion	4,074	4,074		
13	Office expenses	7,898	7,898		
14	Information technology	0			
15	Royalties	0			
16	Occupancy	19,851	19,851		
17	Travel	26,079	26,079		
18	Payments of travel or entertainment expenses for any federal, state, or local public officials	0			
19	Conferences, conventions, and meetings	0			
20	Interest	0			
21	Payments to affiliates	0			
22	Depreciation, depletion, and amortization	0	0	0	0
23	Insurance	5,866	5,866		
24	Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a	SUPPLIES AND EQUIPMENT	61,922	61,922		
b	MISCELLANEOUS	3,080	3,080		
c	BANK CHARGES	572	572		
d	EDUCATIONAL	150	150		
e	All other expenses	0			
25	<b>Total functional expenses.</b> Add lines 1 through 24e	149,344	149,344	0	0
26	Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <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	
<b>Assets</b>	1	Cash—non-interest-bearing	3,000	1	10,904
	2	Savings and temporary cash investments	19,000	2	
	3	Pledges and grants receivable—net	0	3	0
	4	Accounts receivable—net	0	4	0
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)) persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L		6	
	7	Notes and loans receivable—net	0	7	0
	8	Inventories for sale or use		8	
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment—cost or other basis. Complete Part VI of Schedule D	10a 39,210		
	b	Less: accumulated depreciation	10b 0	10c	39,210
	11	Investments—publicly traded securities	0	11	0
	12	Investments—other securities. See Part IV, line 11.	0	12	0
	13	Investments—program-related. See Part IV, line 11.	0	13	0
	14	Intangible assets	0	14	0
	15	Other assets. See Part IV, line 11.	0	15	0
16	<b>Total assets.</b> Add lines 1 through 15 (must equal line 34)	61,210	16	50,114	
<b>Liabilities</b>	17	Accounts payable and accrued expenses	2,305	17	1,800
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23	Secured mortgages and notes payable to unrelated third parties	0	23	0
	24	Unsecured notes and loans payable to unrelated third parties	0	24	0
	25	Other liabilities (including federal income tax payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	0	25	0
	26	<b>Total liabilities.</b> Add lines 17 through 25	2,305	26	1,800
<b>Net Assets or Fund Balances</b>	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.				
	27	Unrestricted net assets	58,905	27	48,314
	28	Temporarily restricted net assets		28	
	29	Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34				
	30	Capital stock or trust principal, or current funds		30	
	31	Paid-in or capital surplus, or land, building, or equipment fund		31	
	32	Retained earnings, endowment, accumulated income, or other funds		32	
33	<b>Total net assets or fund balances</b>	58,905	33	48,314	
34	<b>Total liabilities and net assets/fund balances</b>	61,210	34	50,114	



**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	137,470
2	Total expenses (must equal Part IX, column (A), line 25)	2	149,344
3	Revenue less expenses. Subtract line 2 from line 1	3	-11,874
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	58,905
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	1,283
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	48,314

**Part XII Financial Statements and Reporting**

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

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

# Public Charity Status and Public Support

**2016**

**Open to Public Inspection**

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

▶ Attach to Form 990 or Form 990-EZ.

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

Department of the Treasury  
Internal Revenue Service

Name of the organization

RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC

Employer identification number

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

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state.
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An agricultural research organization described in section 170(b)(1)(A)(ix) operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university.
- 10  An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations: 0
  - g Provide the following information about the supported organization(s):

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>					0	0

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

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	70,333	113,238	124,115	144,243	137,470	589,399
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0
4 Total. Add lines 1 through 3	70,333	113,238	124,115	144,243	137,470	589,399
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						589,399
6 Public support. Subtract line 5 from line 4						589,399

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
7 Amounts from line 4	70,333	113,238	124,115	144,243	137,470	589,399
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						0
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0
10 Other income. Do not include gain or loss from the sale of capital assets. (Explain in Part III.)						0
11 Total support. Add lines 7 through 10						589,399
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2016 (line 6, column (f) divided by line 11, column (f))	14	100.00%
15 Public support percentage from 2015 Schedule A, Part II, line 14	15	100.00%
16a 33 1/3% support test—2016. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, and stop here. The organization qualifies as a publicly supported organization <input checked="" type="checkbox"/>		
b 33 1/3% support test—2015. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
17a 10%-facts-and-circumstances test—2016. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part III how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
b 10%-facts-and-circumstances test—2015. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part III how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization <input type="checkbox"/>		
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions <input type="checkbox"/>		

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

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II.

If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						0
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose.						0
3 Gross receipts from activities that are not an unrelated trade or business under section 513.						0
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf.						0
5 The value of services or facilities furnished by a governmental unit to the organization without charge.						0
6 Total. Add lines 1 through 5.	0	0	0	0	0	0
7a Amounts included on lines 1, 2, and 3 received from disqualified persons.						0
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year.						0
c Add lines 7a and 7b.	0	0	0	0	0	0
8 Public support. (Subtract line 7c from line 6.)						0

**Section B. Total Support**

Calendar year (or fiscal year beginning in)	(a) 2012	(b) 2013	(c) 2014	(d) 2015	(e) 2016	(f) Total
9 Amounts from line 6.	0	0	0	0	0	0
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources.						0
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975.						0
c Add lines 10a and 10b.	0	0	0	0	0	0
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on.						0
12 Other income. Do not include gain or loss from the sale of capital assets. (Explain in Part VI.)						0
13 Total support. (Add lines 9, 10c, 11, and 12.)	0	0	0	0	0	0

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2016 (line 8, column (f) divided by line 13, column (f)).	15	0.00%
16 Public support percentage from 2015 Schedule A, Part III, line 15.	16	0.00%

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2016 (line 10c, column (f) divided by line 13, column (f)).	17	0.00%
18 Investment income percentage from 2015 Schedule A, Part III, line 17.	18	0.00%

19a 33 1/3% support tests—2016. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

b 33 1/3% support tests—2015. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

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

**Section A. All Supporting Organizations**

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

	Yes	No
1		
2		
3a		
3b		
3c		
4a		
4b		
4c		
5a		
5b		
5c		
6		
7		
8		
9a		
9b		
9c		
10a		
10b		



**Part IV Supporting Organizations** (continued)

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

**Section B. Type I Supporting Organizations**

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

**Section C. Type II Supporting Organizations**

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

**Section D. All Type III Supporting Organizations**

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

**Section E. Type III Functionally Integrated Supporting Organizations**

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

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

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

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain		
2	Recoveries of prior-year distributions		
3	Other gross income (see instructions)		
4	Add lines 1 through 3.	0	0
5	Depreciation and depletion		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)		
7	Other expenses (see instructions)		
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4).	0	0
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	0
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	0
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	0
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	0
6	Multiply line 5 by .035	6	0
7	Recoveries of prior-year distributions	7	0
8	Minimum Asset Amount (add line 7 to line 6)	8	0
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	0
2	Enter 85% of line 1	2	0
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	0
4	Enter greater of line 2 or line 3	4	0
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	0
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions)		



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

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	<b>Total annual distributions.</b> Add lines 1 through 6.	0
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2016 from Section C, line 6	0
10	Line 8 amount divided by Line 9 amount	0.000

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2016	(iii) Distributable Amount for 2016
1	Distributable amount for 2016 from Section C, line 6			0
2	Underdistributions, if any, for years prior to 2016 (reasonable cause required—explain in Part VI). See instructions.			
3	Excess distributions carryover, if any, to 2016:			
a				
b				
c	From 2013	0		
d	From 2014	0		
e	From 2015	0		
f	<b>Total of lines 3a through e</b>		0	
g	Applied to underdistributions of prior years		0	
h	Applied to 2016 distributable amount			0
i	Carryover from 2011 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.		0	
4	Distributions for 2016 from Section D, line 7: \$ 0			
a	Applied to underdistributions of prior years		0	
b	Applied to 2016 distributable amount			0
c	Remainder. Subtract lines 4a and 4b from 4.		0	
5	Remaining underdistributions for years prior to 2016, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			0
6	Remaining underdistributions for 2016. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			0
7	<b>Excess distributions carryover to 2017.</b> Add lines 3j and 4c.		0	
8	<b>Breakdown of line 7:</b>			
a				
b	Excess from 2013	0		
c	Excess from 2014	0		
d	Excess from 2015	0		
e	Excess from 2016	0		





**Part VI**

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

Area with horizontal dashed lines for supplemental information.

**SCHEDULE D**  
**(Form 990)**

**Supplemental Financial Statements**

OMB No. 1545-0047

**2016**

**Open to Public Inspection**

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

Department of the Treasury  
Internal Revenue Service

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

Name of the organization <b>RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.</b>	Employer identification number [REDACTED]
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**Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.**

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

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

**Part II Conservation Easements.**

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

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

<input type="checkbox"/> Preservation of land for public use (e.g., recreation or education)	<input type="checkbox"/> Preservation of a historically important land area
<input type="checkbox"/> Protection of natural habitat	<input type="checkbox"/> Preservation of a certified historic structure
<input type="checkbox"/> Preservation of open space	

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

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

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

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

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

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year: ▶

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

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

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

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

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

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

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

(i) Revenue included on Form 990, Part VIII, line 1: ▶ \$

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

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

a Revenue included on Form 990, Part VIII, line 1: ▶ \$

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

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

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

**Part IV Escrow and Custodial Arrangements.**

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

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

**Part V Endowment Funds.**

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

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

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment ..... %
  - b Permanent endowment ..... %
  - c Temporarily restricted endowment ..... %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |                             | Yes | No |
|-----------------------------|-----|----|
| (i) unrelated organizations |     |    |
| (ii) related organizations  |     |    |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

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

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



**Part VII** Investments—Other Securities.

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

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives	0	
(2) Closely-held equity interests	0	
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.)	0	

**Part VIII** Investments—Program Related.

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

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.)	0	

**Part IX** Other Assets.

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

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.)	0

**Part X** Other Liabilities.

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

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	0
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.)	0

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





**Part XIII** Supplemental Information (continued)

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

Department of the Treasury  
Internal Revenue Service

**Supplemental Information Regarding Fundraising or Gaming Activities**

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

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule G (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2016**

**Open to Public Inspection**

Name of the organization

RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC

Employer identification number

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

- 1 Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a  Mail solicitations
  - b  Internet and email solicitations
  - c  Phone solicitations
  - d  In-person solicitations
  - e  Solicitation of non-government grants
  - f  Solicitation of government grants
  - g  Special fundraising events
- 2a Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services?  Yes  No
- b If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

	(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col (i)	(vi) Amount paid to (or retained by) organization
			Yes	No			
1					0	0	0
2					0	0	0
3					0	0	0
4					0	0	0
5					0	0	0
6					0	0	0
7					0	0	0
8					0	0	0
9					0	0	0
10					0	0	0
<b>Total</b>					0	0	0

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

**Part II**

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

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		(event type)	(event type)	(total number)	(add col. (a) through col. (c))
Revenue	1	Gross receipts		0	0
	2	Less: Contributions		0	0
	3	Gross income (line 1 minus line 2)		0	0
Direct Expenses	4	Cash prizes		0	0
	5	Noncash prizes		0	0
	6	Rent/facility costs		0	0
	7	Food and beverages		0	0
	8	Entertainment		0	0
	9	Other direct expenses		0	0
	10	Direct expense summary: Add lines 4 through 9 in column (d)			
11	Net income summary: Subtract line 10 from line 3, column (d)				0

**Part III**

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

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))	
Revenue	1	Gross revenue			0	
Direct Expenses	2	Cash prizes			0	
	3	Noncash prizes			0	
	4	Rent/facility costs			0	
	5	Other direct expenses			0	
	6	Volunteer labor	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
	7	Direct expense summary: Add lines 2 through 5 in column (d)				0
	8	Net gaming income summary: Subtract line 7 from line 1, column (d)				0

9 Enter the state's in which the organization conducts gaming activities:  
 a Is the organization licensed to conduct gaming activities in each of these states?  Yes  No  
 b If "No," explain:

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



- 11 Does the organization conduct gaming activities with nonmembers?  Yes  No
- 12 Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming?  Yes  No
- 13 Indicate the percentage of gaming activity conducted in:
  - a The organization's facility \_\_\_\_\_ %
  - b An outside facility \_\_\_\_\_ %
- 14 Enter the name and address of the person who prepares the organization's gaming/special events books and records

13a		%
13b		%

Name ► \_\_\_\_\_

Address ► \_\_\_\_\_

- 15a Does the organization have a contract with a third party from whom the organization receives gaming revenue?  Yes  No
- b If "Yes," enter the amount of gaming revenue received by the organization ► \$ \_\_\_\_\_ 0 and the amount of gaming revenue retained by the third party ► \$ \_\_\_\_\_ 0
- c If "Yes," enter name and address of the third party

Name ► \_\_\_\_\_

Address ► \_\_\_\_\_

16 Gaming manager information

Name ► \_\_\_\_\_

Gaming manager compensation ► \$ \_\_\_\_\_ 0

Description of services provided ► \_\_\_\_\_

Director/officer       Employee       Independent contractor

17 Mandatory distributions

- a Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license?  Yes  No
- b Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization's own exempt activities during the tax year ► \$ \_\_\_\_\_ 0

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

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SCHEDULE O  
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

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

▶ Attach to Form 990 or 990-EZ.

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

OMB No. 1545-0047

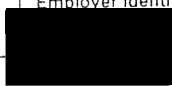
2016

Open to Public  
Inspection

Department of the Treasury  
Internal Revenue Service  
Name of the organization

Employer identification number

RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC

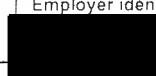


Form 990, Part I, Line 3. There was no change in the number of directors.

Name of the organization

Employer identification number

RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.





Monday, August 28, 2017

River City Drum Corp ("Licensee") and Live Nation Worldwide, Inc. ("LN") do hereby agree on the following terms, conditions and definitions with regard to Licensee licensing the premises described below to host Licensee's upcoming event:

LICENSEE: River City Drum Corp  
3308 Chauncey Ave Louisville, KY 40211  
Edward White  
Phone: ( ) -  
Email: rivercitydrumcorp@bellsouth.net

EVENT: RCDC "Da'Ville Classic" / Entertainment Industry Event ("Event")

VENUE: The Louisville Palace ("Venue")

Sydney Anthony  
Phone: (502) 883-5772  
Email: sydneyanthony@livenation.com

LOCATION IN THE VENUE: Full House ("Space")

DATE AND TIME ("Term"): Event Date: Saturday, April 28, 2018 / 1:00 pm - 5:00 pm  
Load In Date: 04/28/2018 / [Load-in time] 9am - [Load-out time] 9pm

Estimated Total Event Cost: \$22,301.00 ("Estimated Event Cost") (As more fully described in the Special Event Order (the "Special Event Order") attached hereto and incorporated herein by this reference)

Rental Fee: \$ 3,100.00("Rental Fee")

Concession Buyout Fee (if applicable): N/A

Estimated Guest Count: 1500 ("Estimated Guest Count")

ADDITIONAL REQUIREMENTS:

Agreement due by: September 11, 2017

Certificate of Insurance due by: Three (3) business days prior to Event date

Deposit(s) ("Deposit"): Total Deposit to equal the Venue Rental (\$3,100.00)

First Deposit Amount: \$3,100.00 due by September 11, 2017.

Second Deposit: Three (3) business days prior to Event date.

Balance of Estimated Event Cost due by: Day of Event ( April 28, 2018)

LN's standard terms and conditions are attached hereto as **Exhibit A** and incorporated herein by this reference. ACCEPTED AND AGREED as of the date first written above:

**River City Drum Corp**

*Edward R. White*

Edward White representing

River City Drum Corp

Date: 28 August, 2017

**LIVE NATION WORLDWIDE, INC.**

*Sydney Anthony*

Sydney Anthony representing

Live Nation Worldwide, Inc.

Date: August 28, 2017

## EXHIBIT A

# VENUE LICENSE AGREEMENT TERMS AND CONDITIONS

### 1. Purpose and Term.

A. LN grants to Licensee the privilege and license to use the Space to present the Event during the Term. The Event shall be open to the public with paid admission, hosted by Licensee during the hours provided above. Licensee agrees to reimburse LN for any overtime wages, payments or other expenses incurred if the Event lasts longer than the agreed-upon hours. Unless otherwise agreed to in writing by LN, Licensee shall not sell tickets to or promote the Event to the general public.

B. If a signed copy of this Agreement and the Deposit have not been received by LN prior to the date provided above, LN shall have the right to contract with other parties for the use of the Space without further notice to Licensee.

### 2. Financial Settlement.

A. Licensee agrees to pay to LN the costs and charges for all necessary staffing and operational services provided by LN in connection with the Event, including, without limitation, catering, security, traffic control, entertainment, production, ushers, janitors, and the Rental Fee.

B. The Estimated Event Cost is an initial estimate of the total cost of the Event. The Special Event Order will detail the accommodations and logistics for the Event. The Special Event Order may be amended by the parties to reflect any changes to the Event. For purposes of this Agreement, execution of an amended Special Event Order increasing total costs associated with the Event will amend the Estimated Event Cost such that it matches the Event cost set forth in the revised Special Event Order. The Estimated Event Cost and the amounts set forth in the Special Event Order are good faith estimates of the total cost of the Event. The actual cost for the Event may increase based on Licensee's subsequent requirements or requests, and Licensee agrees to pay all such costs in excess of the Estimated Event Cost.

C. An Estimated Guest Count will be included on the first page of the Agreement. Licensee will provide a Final Guaranteed Guest Count to LN no later than 11:00am three (3) business days prior to the Event ("Final Guaranteed Guest Count"). If the Estimated Event Cost is based on a per guest charge, Licensee will be charged according to the Estimated Guest Count, the Final Guaranteed Guest Count or the actual guest count, whichever is greater. LN does not guarantee that it can accommodate food, beverages and services for more than five percent (5%) above the Estimated Guest Count.

D. The Deposit shall be paid as described under "Additional Requirements" in this Agreement. The balance of the Estimated Event Cost is due three (3) business days prior to the Event. All additional charges incurred for and/or during the Event are due on the night of the Event. In lieu of cash deposits or payments, Licensee may substitute a valid major credit card, money order, or certified, company or cashier's check.

E. In order to guarantee payment for balances due and any additional charges incurred during and/or for the Event, a credit card authorization form, attached hereto and incorporated herein by reference as Exhibit B, must be completed, signed and returned with this agreement. The completed credit card form authorizes LN to process any and all outstanding balances due. Licensee's execution of this agreement and the attached credit card authorization form authorizes LN to process charges set forth above against the credit card without further notice to Licensee. If any payment is not received by LN when due, LN may terminate the Agreement and retain the Deposit. The Deposit is refundable only in the event of a Force Majeure Occurrence (as defined in Section 16.G. below).

F. The parties acknowledge that it would be extremely difficult, if not impossible, to determine with certainty the damages which LN would suffer in the event of Licensee's cancellation due to the difficulty in re-selling the Space, and accordingly the parties have agreed upon the liquidated damages set forth below as fair and reasonable compensation for such damages:

<u>Days prior to Event:</u>	<u>% of Estimated Event Cost:</u>
30 Days or More	75% of the Estimated Event Cost
0-29 Days	100% of Estimated Event Cost:

All cancellation notices must be made in writing. The liquidated damages, less any Deposits already received, shall be paid to LN by Licensee within three (3) business days following Licensee's cancellation of the Event.

### 3. Parking. The following shall apply if parking is ordinarily available at the Venue:

A. All parking operations shall be conducted by either Venue personnel or LN's designated parking concessionaire unless otherwise agreed in writing by LN. All proceeds of such parking operations shall be retained solely by LN. Notwithstanding the foregoing, should Licensee elect not to charge its guests for parking, the cost for parking shall be added as a line item expense to the Special Event Order.

B. Specialized parking spaces may be provided but shall not be guaranteed for Licensee's employees and guests, in locations designated by LN. LN shall not be responsible, under any circumstances, for any loss or damage occurring to automobiles brought to the Venue by Licensee's employees, subcontractors or guests.

### 4. Concessions.

A. Unless otherwise provided in the Special Event Order, LN's designated food and beverage concessionaire ("Concessionaire") shall sell all food and beverages and retain one hundred percent (100%) of the profits therefrom. Licensee shall work with LN regarding all commercially reasonable food and beverage related matters, including, without limitation, requests involving the service of alcoholic beverages.

B. No food or beverage of any kind may be brought onto the Venue without prior express written permission from LN. Licensee and its guests are not permitted to take any items "to go." Licensee expressly acknowledges that LN and the Concessionaire have the right to make reasonable substitutions on the menu when necessary to protect the health of its patrons. Licensee agrees to accept all such reasonable substitutions.

C. In the event that LN permits Licensee to utilize a non-LN catering service ("Outside Caterer") to provide food services, Licensee shall pay LN the Concession Buyout Fee, if applicable, and ensure that such Outside Caterer shall:

- i. not provide alcoholic beverages.
- ii. indemnify and hold the LN Parties (as herein defined) and Concessionaire harmless from any claims, suits, losses, injuries, liability and damages (including reasonable attorneys' fees and court costs) (collectively, "Claims") arising in connection with the Outside Caterer's acts, omissions, negligence or services.

Booth / Commercial Space. In the event that Licensee desires to sell booth/commercial space ("Booth Space") at the Venue to vendors or exhibitors or otherwise permit vendors or exhibitors at the Venue in connection with the Event, Licensee shall comply with the following provisions:

- A. Licensee will first obtain LN's approval of each Booth and that Booth's operations in connection with the Event.
- B. Licensee will assume sole control and responsibility for (i) all operations of all Booths relating to the Event and (ii) requiring Booths to comply with applicable law and any applicable Venue rules and regulations.
- C. Licensee will be solely responsible for the payment of any and all taxes or other fees associated with the payments received from the Booths or the use of the Booth Space.

6. Ticketing.

A. Unless otherwise agreed by the parties, all ticket sales for the Event shall be conducted through the LN box office and LN's designated ticketing agent. All ticket sales shall be subject to service fees, Venue fees and/or parking fees as provided by LN. LN reserves the right to retain a reasonable number of complimentary tickets for the Event for LN's use. LN may have non-manifested corporate boxes and/or premium seats, for which tickets will not be included in the gross ticket receipts. If applicable, LN will provide all premium seat customers (including, without limitation, box and season seats) at the Venue with tickets for their regular seats for the Event at no cost to LN.

B. LN may, but shall not be required to, make ticket refunds (or partial refunds) for cause. Cause shall include, but not be limited to, seats blocked by equipment (when exchange for a comparable location is not possible), failure of any performance of the Event to begin when scheduled by Licensee and failure to hold any performance of the Event. In addition to any other monies owed to LN, Licensee shall pay LN for all costs associated with such refunds, except when caused by any failure of LN to perform under this Agreement.

C. LN will have a first lien on all box office receipts for the Event to secure payment of all amounts owed to LN by Licensee hereunder. In the Event that Licensee has failed to pay to LN the amounts owed hereunder, at the time of settlement, LN will have the right to retain such amounts from the box office receipts for the Event.

7. Advertising. Licensee shall be responsible for producing and paying for any and all advertising and promotional materials in connection with the Event. All such materials shall be subject to the prior approval of LN. Licensee acknowledges and agrees that, notwithstanding any marketing or other related assistance which may be provided by LN (although LN is not obligated to provide same), LN has made no representation or warranty and disclaims any purported or actual representation or warranty as to the results and/or success which can be expected from the Event, including, without limitation, ticket sales and/or the profitability of the Event. Licensee acknowledges and agrees that LN shall in no way be responsible for the actual results from and/or the success, financial or otherwise, of the Event.

Use of LN Name / Recording Rights/ Photography.

A. Licensee may use the Venue name and/or logo in printed materials or media used to announce or promote the Event; provided that Licensee obtains LN's prior written consent in each instance.

B. Unless Licensee executes the LN Recording Addendum, Licensee shall not conduct or permit any photography, film, video, audio or other recording of the Event to take place. Notwithstanding the foregoing, Licensee's guests may photograph and record the Event for their personal use.

C. LN shall be permitted to photograph and record the Event (the "LN Recordings") and use the LN Recordings for marketing, advertising and promotional purposes; provided that LN shall not use any Licensee names, marks, symbols, copyrights, logos, designs, representations, figures, drawings, recordings, ideas or other proprietary designations or properties owned, developed or created by Licensee or its affiliates in the LN Recordings, except as they may appear in the Venue at the time of the LN Recordings, without the express written consent by Licensee. LN owns all rights in and to the LN Recordings. LN has the sole responsibility for obtaining all required rights, clearances and consents, authorizations and licenses which are or may be necessary in connection with its use of the LN Recordings.

9. Charitable Donations. In the event that LN permits and Licensee obtains the right to collect charitable donations in connection with the Event, Licensee warrants and represents that it will comply with all applicable laws, regulations and ordinances imposed by any governmental authority in collecting said donations. Licensee further agrees that it will be solely responsible for all tax and other liability related to such donations.

10. Talent and Production Fees. Licensee may engage LN to assist with booking talent for the Event pursuant to a separate booking agreement. If electing to book its own talent for the Event, Licensee will provide LN a fully signed copy of the contract and all riders, will obtain all required rights, consents and licenses necessary in connection with the performance and agrees to indemnify and hold LN harmless for all Claims arising from such talent. A separate production fee will be charged based on the talent's rider requirements.

11. Use and Condition of Venue.

A. Acceptance of Venue. Licensee accepts the condition of the Venue as is and agrees to return the Venue to LN in the same condition as accepted by Licensee. Licensee has determined that the Venue is in satisfactory condition, fitness and order suitable for presentation of the Event.

B. No Alterations or Improvements. Licensee shall not paint, drill into or in any way mar or deface any part of the Venue. Licensee shall immediately pay LN for the cost of repairing any damage to the Venue caused by the Event. Licensee shall not make any alterations or improvements in or to the Venue without prior LN consent.

C. Abandoned Property. LN will have the full right to collect and have custody of all articles and personal property left on the Venue at the Venue after the expiration of the Term. Any property so left will be deemed abandoned by Licensee and may be

disposed of by LN, as LN sees fit, without any liability for any loss, damages or costs associated with such disposal, which liability will rest solely with Licensee.

**D. PROHIBITED OBJECTS AND ACTIVITIES AT VENUE. WITHOUT THE PRIOR WRITTEN CONSENT OF LN, LICENSEE SHALL NOT ALLOW ANY OF THE FOLLOWING INTO THE VENUE OR THE SURROUNDING PROPERTY AT ANY TIME: ALCOHOLIC BEVERAGES, INTERACTIVE PHYSICAL GAMES AND ATTRACTIONS, MECHANICAL RIDES, ONSITE BODY ART AND PIERCING, EXOTIC ANIMALS AND PYROTECHNICS.**

2. Representations, Warranties and Covenants.

- A. LN hereby represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of LN and is binding upon LN.
- B. Licensee hereby represents and warrants that it has full power and authority to enter into this Agreement and to engage in the transaction contemplated hereby and that this Agreement is a valid obligation of the Licensee and is binding upon the Licensee.
- C. During the Term, Licensee shall obey and comply with all applicable laws, ordinances, rules and regulations of all governmental authorities in connection with the Event. Licensee will be responsible for obtaining and paying for all licenses or permits necessary for holding the Event, including, but not limited to, tax requirements and any permits required by governmental authorities for pyrotechnics or laser use.

13. Indemnification.

A. In addition to any other indemnification requirements set forth herein, Licensee agrees to indemnify, defend and hold LN (and its landlord(s) and/or licensee(s), if any), and their respective parents, members, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, shareholders, employees, agents and representatives (collectively, "LN Parties") harmless from and against any and all Claims arising or alleged to have arisen out of (i) all bodily injury and property damage (ordinary wear and tear excepted) which is caused by Licensee's negligent or willful misconduct; (ii) any act or omission of Licensee or its employees, agents, volunteers, contractors, patrons, guests, invitees, participants and performing artists involved in the event; (iii) the presentation or performance of the Event; (iv) Licensee's breach of any of the provisions of this Agreement; and/or (v) Licensee's violation of intellectual property rights or laws related thereto. The parties agree, however, that Licensee shall not be obligated to defend or indemnify a LN Party for any Claims that arise solely out of such LN Party's gross negligence or willful misconduct.

B. Licensee agrees to use and occupy the venue and to place material, equipment and other property therein at its own risk and releases the LN parties from all claims for any damage or injury arising therefrom.

C. The indemnification provisions contained throughout this Agreement shall survive the termination of this Agreement.

D. Licensee will be solely responsible for the conduct and activities of Licensee's employees, agents, contractors, guests and invitees and, for purposes of this Agreement, such conduct and activities shall be deemed conduct and activities of Licensee.

E. Neither party will, under any circumstances, be liable for any incidental, punitive, exemplary, speculative or any consequential damages arising out of the services provided under this Agreement; provided that the foregoing shall not be construed to cover any third party Claim with respect to which a party has committed to indemnify the other party herein.

4. Insurance Requirements. Licensee will maintain and pay all premium costs for, and will ensure that all contractors of Licensee maintain and pay for, insurance the coverages in amounts not less than specified throughout the duration of the Term as set forth in

**Exhibit C** attached hereto and incorporated herein by reference.

15. Sponsorships and Signage.

A. Licensee understands and agrees that LN has entered into signage and sponsorship relationships related to the Venue for which LN will retain all proceeds. LN reserves all rights to display signage at, on or near the Venue property. No signs or advertising boards, other than those authorized by LN, will be allowed into, on or near the Venue. Licensee will not mark, cover or attempt to modify any signage at, on or near the Venue.

B. Licensee is required to obtain LN's prior written approval of any sponsorship relationships into which Licensee desires to enter for the Event.

16. Miscellaneous.

A. Third Party Beneficiaries. This Agreement does not confer any rights or benefits upon any persons or entities other than LN and Licensee and their permitted, respectively successors and assigns.

B. Relationship of the Parties. Nothing contained in this Agreement will be deemed to constitute LN and Licensee as partners or joint venturers. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way.

C. Entire Agreement and Modification. This Agreement and the Special Event Order contain the entire agreement between the parties relating to the subject matter hereof and all prior agreements related hereto which are not contained herein are terminated. This Agreement may not be amended, revised or terminated except by a written instrument executed by the party against which enforcement of the amendment, revision or termination is asserted. The parties acknowledge and agree that, when fully signed, the Special Event Order will expressly amend, modify and supersede the Estimated Event Cost.

D. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Venue is located, without giving effect to its choice of law principles.

E. Use by LN. It is specifically agreed and understood that LN has the right to occupy and use the Venue during the Term and to license any portion thereof, provided that such use or license does not unreasonably interfere with Licensee's use of the Venue.

F. Utilities. No interruption or malfunction of any utility services, whether such services are provided by LN or arranged for by Licensee, shall (i) constitute an eviction or disturbance of Licensee's use and possession of the Venue or a breach by LN of any obligations hereunder, (ii) render LN liable for damages or (iii) entitle Licensee to be relieved of any obligations hereunder. In the event of any such interruption of service provided by LN, LN shall be obligated only to use reasonable diligence to restore such service.

G. **Force Majeure.** The failure of any party hereto to comply with the terms and conditions hereof because of a "Force Majeure Occurrence" shall not be deemed a breach of this Agreement. "Force Majeure Occurrence" shall be defined to include, without limitation, Acts of God, strike, labor disputes, war, fire, earthquake, serious weather anomalies such as hurricane, tornado, cyclone, typhoon, blizzard, tidal wave, tsunami or flood, acts of public enemies, acts of terrorism, epidemic, action of federal, state or local governmental authorities or an event or reason beyond the reasonable control of a party that makes performance impossible or impractical. In the event of a cancellation of the Event due to a Force Majeure Occurrence, each party shall be relieved of its obligations hereunder with respect to the performance so prevented and neither party shall be obligated to compensate the other for any expenses incurred in connection with such cancellation.

H. **Taxes.** Any and all sales tax, entertainment tax or other tax imposed by local, state, provincial or federal government as a result of the presentation of the Event and/or performance of any services rendered by LN in connection with this Agreement hereunder, shall be the responsibility of and paid for by Licensee at the time required by law (excepting any state or federal income tax imposed on LN). If Licensee is tax exempt, Licensee must provide a copy of Licensee's tax exemption certificate issued by the state in which the Venue is located to LN no less than three (3) business days prior to the Event.

I. **Waiver and Invalidity.** If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

J. **Prevailing Party.** If either party institutes an action or proceeding against the other to enforce the terms of this Agreement, then the prevailing party in such action or proceeding will be entitled to recover from the other party the reasonable attorneys' fees and costs incurred therein. For purposes of this Section, a prevailing party shall include, without limitation, a party who brings an action against the other party by reason of the other party's breach or default of this Agreement and obtains substantially the relief sought, whether by compromise, settlement or judgment.

K. **Notices.** All notices given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally with receipt acknowledged or sent by registered or certified mail or equivalent, if available, return receipt requested, or by email (which shall be confirmed by a writing sent by registered or certified mail or equivalent on the same day that such email is sent), or by nationally recognized overnight courier for next day delivery, addressed or sent to the parties at the addresses set forth herein with a copy to Live Nation Worldwide, Inc., 7060 Hollywood Blvd., Hollywood, California 90028, Attn: Senior Counsel, Legal Operations, legalhob@livenation.com.

L. **Counterparts.** This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of such counterparts shall be deemed an original.

M. **Alcohol Policy.** Live Nation strictly complies with all regulations relating to the sale, service and consumption of alcoholic beverages. All LN team members have been trained on the following policies and we require that all guests adhere to the following principles:

- i. In accordance with state laws, we do not serve alcohol to minors under any circumstances, nor do we allow minors who appear to be intoxicated access to the premises.
- ii. We do not permit alcohol to be brought into the premises; any guest of any age caught bringing alcohol into the premises or with alcohol at any time will be promptly ejected and prohibited from re-entry; if underage, a Security Officer will remain with the guest until a school official/parent and/or chaperone can escort the guest safely home. We do not sell or serve alcoholic beverages to anyone who is, or appears to be, intoxicated.
- iii. We do not knowingly allow individuals to become intoxicated on the premises (whether they are consuming alcohol purchased at the venue or brought onto the premises).
- iv. We do not serve alcoholic beverages to anyone under the legal drinking age, or to anyone without proper identification showing that they are of the legal drinking age.
- v. We do not permit any individual to enter or leave the premises with any alcohol, opened or unopened.
- vi. We do not permit firearms, weapons or illegal drugs on the premises.



**EXHIBIT B**  
**VENUE LICENSE AGREEMENT**  
**CREDIT CARD AUTHORIZATION FORM**

This form must be filled out completely

**Organization Name:** River City Drum Corp  
**Event Name:** HOLD- RCDC "Da'Ville Classic"  
**Event Date:** Saturday, April 28, 2018  
**Event Number:** 4/28/2018

The following states that \_\_\_\_\_ (name as it appears on the credit card) authorizes LN to charge the attached credit card.

Indicate the Type of Credit Card:

- AMEX
- Visa
- MasterCard
- Discover

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Security Code: \_\_\_\_\_

Amount to be charged: All charges for the Event on Saturday, April 28, 2018 (Date)

Name of Card Holder: \_\_\_\_\_  
(Please print clearly)

Signature of Card Holder: \_\_\_\_\_  
(Signature must match name of card holder)

Card Holder's Phone Number: \_\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

At time of execution of the Agreement, this credit card authorization must be on file with a valid credit card. Per the Agreement, the estimated balance for the Event is due three (3) business days prior to the Event. If the estimated balance is not received three (3) business days prior to the Event, LN may charge this credit card for the estimated balance. This credit card will also serve as a payment guarantee for all other outstanding amounts due per the Agreement, including liquidated damages and all additional charges incurred during and/or for the Event. Licensee's execution of the Agreement and this credit card authorization form authorizes LN to process charges set forth above against the credit card without further notice to Licensee.

Thank you for selecting The Louisville Palace!

## EXHIBIT C

### INSURANCE REQUIREMENTS

CORPORATE LICENSEE:

- A. Statutory Workers' Compensation including Employer's Liability Insurance, subject to a limit of not less than One Million Dollars (\$1,000,000.00), affording coverage under applicable worker's compensation laws. Licensee will cause, if allowed by law, its workers' compensation carrier to waive insurer's right of subrogation with respect to the LN Parties.
  - B. Commercial General Liability insurance subject to limits of not less than Five Million Dollars \$5,000,000 per occurrence (primary and umbrella total) for any bodily injury and/ or property damage claims, personal and advertising injury or products and completed operations liability..
  - C. If Licensee will bring one or more vehicles onto the Venue premise, Automobile Liability Insurance subject to a limit of not less than One Million Dollars (\$1,000,000.00), combined and covering all owned, non-owned and hired vehicles.
- Policies B and C above shall list Live Nation Worldwide, Inc. (and its landlords, if any), and their respective parents, members, partners, affiliates, divisions and subsidiaries, and their respective officers, directors, shareholders, employees, agents and representatives as "Additional Insureds" with respect to any and all claims arising from Licensee's operations. Further, coverage for the "Additional Insureds" will apply on a primary basis irrespective of any other insurance, whether collectible or not. Should any additional premium be charged for such coverages or waivers, Licensee will be responsible to pay said additional premium charge to their insurer.

At least three (3) business days prior to the Event date, Licensee shall provide LN Certificate(s) of Insurance compliant with the aforementioned required endorsements. The certificate holder shall be Live Nation Worldwide, Inc. and the Additional Insured language shall be exactly as described above. Such coverage shall be primary and not contributory to any insurance maintained by LN and contain a waiver of subrogation in favor of LN. All required insurance will be placed with carriers licensed to do business in the applicable state, have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to LN and will provide thirty (30) days written notice of cancellation or non-renewal. Failure of Licensee to provide the requested certificates, or failure of LN to specifically request such certificates, shall not limit or release Licensee of its obligations or liabilities hereunder. Policy B above may not be written on a 1996 or earlier ISO General Liability coverage form. Please see the sample Description of Operations and Certificate Holder sections of a compliant Certificate of Insurance below for guidance.

<p><b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b></p> <p>Live Nation Worldwide, Inc. and its landlord or licensor, if applicable, and each of their parents, partners, affiliates, subsidiaries, successors and assigns (collectively, the "LN Parties") and their respective officers, directors, shareholders, employees, agents and representatives are Primary and Non-contributory Additional Insureds as respects to the operations of the Named Insured, its agents, employees, representatives and contractors but only with respect to liability that arises out of the acts or omissions of the named insured; and of any other person or organization for whose act or omissions the named insured is required to insure per written contract, but only to the extent of the liability assumed under such contract. Cross liability is included in General Liability. Waiver of subrogation applies to all coverages.</p>	
<p><b>CERTIFICATE HOLDER</b></p> <p>Live Nation Entertainment, Inc. 9348 Civic Center Drive Beverly Hills, CA 90210</p>	<p><b>CANCELLATION</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION</p> <p>AUTHORIZED REPRESENTATIVE</p>
ACORD 25 (10/05)	© ACORD CORPORATION 1988

In lieu of providing evidence of the policies listed above, Licensee may purchase a policy through the Venue's Tenant User Liability Insurance Program (TULIP).

The insurance obligations stated in this section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.

Licensee will ensure that all of its contractors (including, without limitation, sponsors, Booth Vendors and Outside Caterers arranged by Licensee) who will be entering the Venue to engage in any business activity (including, without limitation, sampling, distributing, vending or other commercial activity) will maintain the following insurance coverages: (i) Statutory Workers Compensation, including employer's liability, with a limit of not less than One Million Dollars (\$1,000,000.00) per occurrence; (ii) Commercial General Liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence; and (iii) if contractor will bring one or more vehicles onto the Venue premise, Business Automobile Liability for all owned, hired or non-owned vehicles to be driven onto the Venue, with a combined single limit of not less than One Million Dollars (\$1,000,000.00). Satisfactory evidence of coverage must be provided to LN upon request. LN reserves the right to require higher insurance limits depending on the nature of services being provided by the contractor.

## LN RECORDING ADDENDUM

This LN Recording Addendum (this "Addendum") supplements the Venue License Agreement (the "Agreement") dated Monday, August 28, 2017 by and between River City Drum Corp ("Licensee") and Live Nation Worldwide, Inc. ("LN").

1. All capitalized terms used but not defined in this Addendum shall have the same meanings set forth in the Agreement.
2. Licensee is permitted to conduct the following during the Event (collectively, "Recording") (check all that are applicable):
  - Photography of the Event
  - Video and audio recording of the Event
3. The following terms and conditions shall apply to Recording of the Event by Licensee:
  - A. Grant of Rights. Licensee shall have the right to enter upon and be in and around the Venue for the purpose of making a Recording of the Event. Licensee and its employees, agents, representatives and contractors understand and acknowledge that the Recording shall occur in locations approved by LN. LN's staff shall have the right to (a) refuse entry into any portions of the Venue in its sole discretion or (b) stop the Recording at any time if LN's staff deems it reasonably necessary to do so. Licensee will not have access to Venue's private offices, areas designated exclusively for use by subscription holders and other Venue's members, nonpublic areas used by concessions, kitchens and backstage areas not necessary for Licensee's staging of the Event. Licensee agrees to work with a coordinator designated by LN in preparing and undertaking the planning, logistics and execution of the Event and to abide by all reasonable recommendations and requests of such coordinator. No additional lighting is allowed without the prior written consent of LN. No alteration of the Venue, including digital manipulation or alteration of images of the Venue, or insertion of any persons into the Recording shall occur (e.g. without limitation, by use of a "blue screen" or digital imaging) without the prior written consent of LN, separate and apart from this Agreement.
  - B. Licensee Responsibilities; Clearances and Authorizations. Licensee represents and warrants that it has full power and authority to conduct the Recording. Licensee has final creative approval of the Recording. Licensee has the sole responsibility for obtaining all required rights, clearances and consents, authorizations and licenses which are or may be necessary in connection with the Recording and/or the Program including, but not limited to, obtaining permission, releases, and/or consents from musicians and music licensing rights from applicable publishers and/or labels and/or any other third party rights holders, and for making all payments in connection therewith, as well as for complying with all collective bargaining agreements, if any, in connection with the Recording. Licensee shall be responsible for any and all costs and expenses associated with the Recording including, without limitation, additional security, equipment, set-up/load-in, additional phones, office space, additional labor and supplemental catering in connection with the Recording. Licensee shall be solely responsible for any residuals, or other fees payable to any guild and/or union.
  - C. Ownership of Recording. LN acknowledges that Licensee owns all rights in and to the Recording, subject to the following (check ):
    1. The Recording may only be used for archival purposes or editorial purposes in conjunction with an article, publication or other medium initially disseminated to the public, via the internet (including Licensee's company intranet) or otherwise, within one (1) year of the date of this Agreement. Licensee shall have no right to use or re-use the Recording in whole or in part, in any medium or for any other purpose whatsoever, including, without limitation, promotion, advertising, and trade, without LN's written consent. Any non-editorial commercial use of the Recording is prohibited hereunder. The definition of non-editorial commercial use includes, without limitation: the license, permission, authorization or sale of the Recording for distribution, broadcast and/or exhibition in-store or in-house, on network, satellite, cable, on-demand or any other form of television, theatrical release, CD, CD-ROM cassette, vinyl, digital transmission via the internet, merchandising or any other use, license or sale of the Recording in any media, now known or hereafter created. If any other use of the Recording is desired, Licensee agrees to obtain the prior written consent of LN and performing artist(s), if applicable.
    - or
    - Licensee shall have the right to use the Recording throughout the universe, in perpetuity, in any manner and in any media, whether now known or later developed, as Licensee may desire. Without limiting the generality of the preceding, Licensee may use the Recording in connection with all advertising, publicity, marketing and exploitation of Licensee, the Recording and/or the Event.
  - D. Origination Fee (if applicable). If the second option in Section C is chosen, Licensee shall pay to LN an origination fee and/or shadowing fee of \$7,500.00 for the grant of Recording rights herein.
  - E. LN Properties. Licensee shall not use any LN or Venue names, marks, symbols, copyrights, logos, designs, representations, figures, drawings, recordings, ideas, or other proprietary designations or properties owned, developed or created by LN or its affiliated companies (collectively "LN Properties") in the Recording without the express written consent by LN. Notwithstanding the foregoing, Licensee may include LN Properties in the Recording solely as they appear on signs on display at the Venue at the time of the Recording; provided that to the extent any signs display third party trademarks, Licensee shall either (1) obtain the necessary consent from the appropriate third party to include such trademarks in the Recording, or (2) blur such trademarks within the Recording so that they are not distinguishable. LN and Venue shall be credited in any broadcast or other publication of the Recording as follows: "Recorded at by permission of Live Nation Worldwide, Inc."
  - F. Copy of Recording. If a audio or video recording of the Event is made, Licensee will provide LN with a copy of the completed Recording within ten (10) days of the completion or airing. LN shall use the copy of the Recording solely for archival purposes.
  - G. No Disparaging Remarks. Licensee represents, warrants and covenants that no disparaging remarks, comments or actions about or toward LN, Venue or their related companies, successors, assigns, parent, partners and their officers, directors, agents, representatives or employees shall be included in the Recording.
  - H. Insurance. If the Recording is being used for non-editorial commercial purposes, in addition to any other insurance requirements set forth herein, Licensee shall maintain appropriate Errors and Omissions coverage ("E & O Coverage") applicable to the

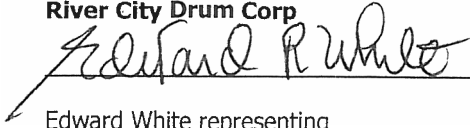
Recording with limits of not less than One Million Dollars (\$1,000,000.00). Such E & O Coverage shall have standard coverage, including, but not limited to, defamation, infringement of copyright, infringement of rights in material to be broadcast or in the manner of presentation thereof, invasion of privacy rights and unauthorized use of material.

I. **INDEMNIFICATION. IN ADDITION TO ANY OTHER INDEMNIFICATION REQUIREMENTS SET FORTH HEREIN, LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE LN PARTIES (AS HEREIN DEFINED) FROM ANY CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES THAT MAY BE ASSERTED AGAINST THEM OR THAT THEY MAY INCUR (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATED TO (a) LICENSEE'S PRODUCTION, DISTRIBUTION OR EXPLOITATION OF THE RECORDING; AND/OR (b) LICENSEE'S FAILURE TO OBTAIN ANY REQUIRED AUTHORIZATIONS OR CONSENTS.**

ACCEPTED AND AGREED:

River City Drum Corp

LIVE NATION WORLDWIDE, INC.

  
\_\_\_\_\_

\_\_\_\_\_  
Sydney Anthony representing

Edward White representing

River City Drum Corp

Live Nation Worldwide, Inc.

Date: 28 August, 2017

Date: August 28, 2017

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

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

**ARTICLE I.**

**Name**

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

**ARTICLE II.**

**PURPOSES**

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

- (i) To establish and maintain a community based organization dedicated to the provision of a wide range of charitable, educational, cultural and artistic activities, programs and service to the community.
- (ii) Provide opportunities to enhance community's educational and cultural awareness by providing a class structure environment that is culturally sensitive to support the community activities.

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

**0530367.09**

John Y. Brown III  
Secretary of State  
Received and Filed

02/04/2002 02:00 PM

Fee Receipt: \$8.00

PBlevins  
NAOI

### ARTICLE III.

#### EXEMPTION REQUIREMENTS

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

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

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

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

### ARTICLE IV

#### Initial Registered Office and Agent

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

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

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

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

**ARTICLE V.**

**Duration**

The duration of the corporate existence shall be perpetual.

**ARTICLE VI.**

**Directors**

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

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

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

**Zambia Nkrumah, Treasurer**  
4734 Southern Parkway  
Louisville, Kentucky 40214

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

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

**ARTICLE VII.**

**Indemnification**

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

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

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

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

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

## ARTICLE VIII.

### Limitation of Director Liability

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



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

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

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

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

## ARTICLE IX.

### Dissolution

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

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

ARTICLE X.

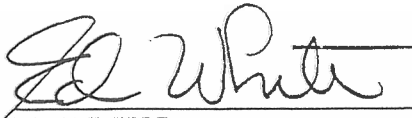
Incorporator

The name and address of the Incorporator is:

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

The undersigned incorporator certifies that he execute(s) these Articles for the purposes herein stated.

Signature:



ED WHITE

Date:

23 January, 2002

Commonwealth of Kentucky  
County of Jefferson

I, Mona Burton Notary Public in and for the State and County aforesaid, state that ED WHITE, Incorporator of River City Drum Corp Cultural Arts Institute appeared before me and affirmed he had the authority to execute Articles of Incorporation on behalf of River City Drum Corp Cultural Arts Institute Corporation and did voluntarily do so on this 23<sup>rd</sup> day of January, 2002.

*My Commission Expires 1-27-2006*

RESIDENTIAL LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of January, 2016, by and between:

ROMAN CATHOLIC BISHOP OF LOUISVILLE,  
A CORPORATION SOLE,

By its unincorporated entity,

Immaculate Heart of Mary Church  
1545 Louis Coleman Jr Drive  
Louisville, Ky 40211

Party of the First Part;

(hereinafter referred to as "LESSOR")

AND

River City Drum Corps Cultural Institute, Inc  
Ed White, Director  
3302 C. Fraunsey Avenue  
Louisville, Ky 40211

Party of the Second Part;

(hereinafter referred to as "LESSEE")

WITNESSETH:

WHEREAS, the ROMAN CATHOLIC BISHOP OF LOUISVILLE, a Corporation Sole, is the owner of the property located at 1545 Louis Coleman Jr Dr, Louisville, Ky 40211, currently known as Immaculate Heart of Mary Church; and,

WHEREAS, it is agreeable to providing space for River City Drum Corps Cultural Institute, Inc their personnel and operations for and in consideration of the rentals and the covenants, terms and conditions set forth herein; and,

WHEREAS, the LESSOR agrees to lease the premises as described herein to the LESSEE, and LESSEE agrees to lease the premises as described herein from the LESSOR; and,

WHEREAS, LESSEE shall be allowed TO HAVE AND TO HOLD said premises with all rights and privileges therein belonging to LESSEE, for and during the term herein provided, and LESSOR covenants to keep LESSEE in quiet possession of said premises during the term of this Lease, provided LESSEE shall pay the rentals and perform its obligations hereunder; and,

WHEREAS, LESSEE is solely responsible for the successful operation of River City Drum Corps Cultural Institute, Inc, including supervision and/or direction of its personnel, visitors, guests and invitees, none of whom shall be under the control, supervision or direction of LESSOR; and

WHEREAS, LESSOR is entering into this Lease Agreement for financial gain in return for providing the use of its facilities to Rivers City Drum Corps Cultural Institute, Inc.

NOW, THEREFORE, this Agreement shall be subject to the following terms and conditions, to-wit:

1. Space: The area provided under this lease shall be 3302 & 3308 Chaunay Ave. It is understood the Cafeteria use during inclement weather, (2) classrooms, practice time 6:30-8:30 p.m. Tuesdays & Thursdays. Locker Room and other common areas with permission. \_\_\_\_\_ and other areas as agreed upon from time to time, in writing, between LESSOR and LESSEE, excluding Sanctuary Family night on the fourth Thursday of each month. Day after a Christmas for RWAA 77 Celebration (at ~~the~~ church to put on calendars prior to date) \_\_\_\_\_, all of which are located at 1545 Louis Coleman Lane, Louisville, Ky 40211, (the "LEASED PREMISES")
2. Term: The initial term of this Lease is for one (1) year and shall commence on the 1<sup>st</sup> day January, 2016, and terminate on the last day of January, 2017, (the "Initial Term").
3. Automatic Renewals and Rights of Termination: If LESSEE shall not be in default in the performance of any obligation(s) under this Lease, the Lease will be automatically renewed and extended for an additional term of one (1) year, and each subsequent year thereafter, unless LESSEE gives LESSOR written notice of cancellation on or before thirty (30) days from the current lease expiration date. LESSOR will have the right to terminate the Lease during the initial term, or any subsequent terms, with three (3) months written notice to LESSEE.
4. Rents: During the Initial Term, LESSEE shall pay rent to LESSOR of \$ ,265.00 per month during the initial term. All monthly payments shall be made to the LESSOR at 1545 Louis Coleman Dr Louisville, Ky
5. Yearly or to such other person(s) as LESSOR may from time to time designate in writing, or to the legal representatives of LESSOR. The dollar amount of rent per

month, for all subsequent terms shall be agreed upon by LESSOR and LESSEE thirty (30) days prior to the end of the Initial Term or any Subsequent Terms. The new rent amount, when agreed upon, shall be on an annual basis. In no circumstances shall the increase be more than the Consumer Price Index (CPI) for that calendar year. No demand of rent need at any time be made on the LEASED PREMISES or elsewhere, but it shall be the obligation of LESSEE to pay the same without demand.

6. **Assigning or Subletting:** The LEASED PREMISES shall not be sublet, nor shall this Lease be assigned, transferred or set over by act of LESSEE, by process or operation of law, or in any other manner whatsoever, without the written consent of LESSOR. Any attempted subletting, assignment or transfer hereof without such written consent shall be wholly null and void. Any permitted assignment or subletting shall not release LESSEE of liability under the terms of this Lease.
7. **Damage or Destruction of the LEASED PREMISES:** In case the LEASED PREMISES, the improvements thereon, or any part thereof, shall be destroyed or damaged by fire, or other casualty, to such extent that the same thereby be rendered unfit for occupancy, which is to be determined by LESSOR, then and in that event, LESSOR may, at its option, within sixty (60) days after the happening of such casualty, terminate this Lease by notice in writing to LESSEE and/or any other person(s) or entity(ies) having estate in the LEASED PREMISES. In any event the rents hereinbefore stipulated to be paid shall continue until said Lease termination is made official by LESSOR. LESSOR and LESSEE, as necessary for the mutual benefit of each, shall execute any and all documents in order that insurance proceeds may be utilized for said repairs or demolition to compensate LESSOR for its loss should it elect not to repair or rebuild.
8. **Eminent Domain:**
- A. If the whole of the demised Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public purpose, then the term of this Lease shall cease and terminate as of the date title vests in the public body and all rentals shall be paid up to that date. LESSEE shall have no claim against LESSOR for the value of any unexpired term of this Lease, but shall nonetheless have the right, if any, to claim and recover such value from the condemning authority.
  - B. If part of the demised Leased Premises shall be acquired or condemned by use of the power of eminent domain for any public or quasi-public purpose and if such partial taking shall render the demised LEASED PREMISES unusable for the business of LESSEE, in the sole judgment of LESSOR, it may terminate this Lease as of the date

title vests in the public body. LESSEE shall have no claim against LESSOR for the value of any unexpired term of this Lease, but shall nonetheless have the right, if any, to claim and recover such value from the condemning authority. If such partial taking is not sufficiently extensive to render the demised LEASED PREMISES unusable for the business of LESSEE, LESSOR may, at its option, restore the demised Leased Premises to a condition comparable to its condition at the time of such condemnation and the rentals shall be adjusted to take into account the loss suffered as a result of the taking.

9. **LESSOR'S Right of Entry:** LESSOR shall have free access to the LEASED PREMISES to examine or exhibit the same to prospective tenants or purchasers, to ascertain that LESSEE is carrying out the terms, conditions and provisions hereof, and to make any needful repairs or alterations of the LEASED PREMISES which said LESSOR may deem necessary; provided, that such entry or repairs shall not unreasonably interfere with the conduct of LESSEE'S business.
10. **Surrender of Possession:** LESSEE shall, upon termination of this Lease by lapse of time or otherwise, surrender up and deliver the LEASED PREMISES and all improvements thereon in as good order and repair as when first received, reasonable wear and use thereof accepted.
11. **Holding Over:** In the event LESSEE remains in possession of the LEASED PREMISES after the Initial Term of this Lease (including any extended term), they shall be deemed a tenant from month to month only, at the monthly rental payment provided for in this Lease and governed in all things except as to the duration of the term by the provisions of this Lease.
12. **LESSORS Remedies:** If default be made in the payment of rent, or any part thereof, or in LESSEE'S observance or performance of any of the terms, conditions or agreements herein contained, LESSOR shall have the following remedies, provided that it has first given LESSEE written notice specifying such default (other than the nonpayment of rent as to which no notice shall be required) and LESSEE has failed to cure such default within ten (10) days after receiving such notice:
  - A. LESSOR may, at its option, immediately terminate this Lease as fully as though the term thereof had expired, by mailing of written notice to LESSEE, which shall be immediately binding upon LESSEE; and LESSOR or its agents may reenter the LEASED PREMISES, and LESSEE shall not thereby be released from the rent past due, or future rent, or from payment of damages for the breach of this Lease by LESSEE, or for payment of damages including reasonable fees for LESSOR'S attorney for breach of this Lease by LESSEE.

B. LESSOR shall also have the option, without terminating this Lease, to re-let the LEASED PREMISES for such term and at such rental and upon such other terms and conditions as LESSOR, in its sole discretion, may deem advisable. In the event that the rent received from such re-letting is less than the amount of rent agreed to be paid under this Lease, then LESSEE shall pay to LESSOR any such deficiency. Such deficiency shall be calculated and paid monthly. In addition, if repairs to the LEASED PREMISES and advertising are necessary in order to re-let the LEASED PREMISES, LESSEE shall pay to LESSOR the cost of said repairs and advertising.

C. LESSOR may use such other remedies as are available at law or in equity.

13. **Waiver of Exemption:** LESSEE hereby waives the right to claim any of their property as exempt from execution, distress warrant or attachment, or exempt by any law from the payment of debts, and all such property shall be held and considered subject to and responsible for the payment of the money agreed to be paid by LESSEE, and for the discharge of any liabilities created under this Lease.
14. **Abandonment of the LEASED PREMISES:** LESSEE shall not vacate or abandon the LEASED PREMISES at any time during the term of this Lease; and if LESSEE shall abandon, vacate or surrender the LEASED PREMISES, or be dispossessed by process of law or otherwise, LESSOR may, at its option, exercise any or all of the remedies set forth in Section 11, above.
15. **Scheduling Use of the LEASED PREMISES:** LESSEE is responsible for planning, coordinating, organizing, and overseeing the activities of all groups visiting the LEASED PREMISES.
16. **Repairs and Capital Improvements:** LESSOR shall, at their own expense, make all repairs and capital improvements necessary to maintain the LEASED PREMISES in a good state of repair. In the event LESSEE wishes to make any repairs or capital improvements to the LEASED PREMISES, LESSEE must obtain written consent of LESSOR if said repairs or capital improvement exceed \$500.00. At this time a schedule shall be prepared and agreed upon by LESSOR and LESSEE in writing for the reimbursement to LESSEE of a portion of the cost of said repairs or capital improvements in the event LESSOR terminates this Lease before any expiration date of the Lease. LESSOR shall reimburse LESSEE, according to the agreed upon schedule, that portion of the cost of repairs or capital improvements if due to LESSOR'S termination of said Lease, unless such termination is due to LESSEE being in default of any terms of the Lease. All repairs and capital improvements so made by LESSEE shall become part of the Real

Property and shall remain and be surrendered with the LEASED PREMISES at the termination of the lease. Any trade fixtures, equipment, furnishings and machinery placed on the LEASED PREMISES by LESSEE as a part of the repairs, maintenance or capital improvements for the LESSEE'S sole operations, may be removed by LESSEE; provided, however, that at the time of such removal LESSEE has fully complied with all of the terms of this Lease, and provided further, that LESSEE shall repair at their expense, any damages to the LEASED PREMISES caused by such removal.

17. **Maintenance and Upkeep:** LESSEE will ensure that all areas used by groups visiting the LEASED PREMISES are kept clean and in good order after every use. LESSEE will ensure that its groups do not leave any trash inside or outside the LEASED PREMISES. LESSOR will be responsible for all interior and exterior maintenance and upkeep of the LEASED PREMISES; including, but not limited to, lawn care, landscaping, parking lots, painting, plumbing, electrical, HVAC, etc. (including graffiti removal). LESSEE acknowledges that it has inspected/examined the property and determined that it is suitable for its intended use.
18. **Remodeling and New Equipment:** LESSEE will maintain the LEASED PREMISES in its current condition, with normal wear and tear expected. LESSEE will not modify the facilities without the prior written consent of LESSOR. Facility upgrades, repairs, and remodeling that would normally be considered fixtures once completed will become the property of LESSOR. LESSOR will be responsible for the repair or replacement of any and all equipment or appliances present at the time of rental. All kitchen equipment and appliances purchased by LESSEE that can be removed easily (including but not limited to: room window air conditioners, refrigerators, stoves, microwaves, etc.) will remain LESSEE'S property; such equipment and appliances will be for the use of LESSEE and their invited guests. All kitchen equipment and appliances already on the LEASED PREMISES at the time of occupancy shall remain the property of the LESSOR; however, such equipment and appliances will be for the use of LESSEE and their invited guests.
19. **Utilities:** LESSOR shall pay all utilities on the LEASED PREMISES (including, but not limited to, electric, gas and water.) and keep utilities in force in their name until this Lease is terminated by either party.



20. **Insurance:** LESSEE shall procure and maintain, at its own cost, a Tenant or Renter's insurance policy, with a company approved by LESSOR, which approval shall not be unreasonably withheld, issued by a licensed insurance company of the LESSEE's choice, in which policy LESSOR shall be a named Policy Holder. Said policy shall insure against claims for bodily injury, death or property damage occurring upon, in or about the LEASED PREMISES, and shall provide coverage's of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in respect to bodily injury or death to any one person, and to the limit of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in respect to any one accident, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage. A duplicate copy of the policy or certificate of such insurance shall be delivered to LESSOR within five (5) days after execution of this Lease. Said policy shall include a provision where under the insurance company shall be obligated to send to LESSOR notice of intention to cancel or not renew the policy at least thirty (30) days prior to such cancellation or non-renewal.
21. **Intended use:** LESSEE agrees, it, nor any of its volunteers, groups, guests or invitees will utilize the LEASED PREMISES or allow the use of the LEASED PREMISES for any use or purpose which is materially and significantly contrary to the religious teachings of the Roman Catholic Church. LESSOR shall have sole and absolute discretion as to the determination of whether any proposed use is materially and significantly contrary to the religious teachings of the Roman Catholic Church. LESSEE shall have the opportunity to make application to LESSOR to provide its opinion whether the proposed use constitutes a violation of this section.
22. **Default:** Should either party be in default of any of its obligations hereunder the non-defaulting party shall give written notice specifying the default claimed. If the default is not cured / remedied within thirty (30) days, then the non-defaulting party may terminate the Agreement.
23. **Zoning and Governmental Compliance:** LESSEE acknowledges they have inspected the LEASED PREMISES, are aware of its condition and accepts same in "AS IS" condition. LESSEE acknowledges that LESSOR makes no warranties of any kind regarding the zoning of the LEASED PREMISES for use by LESSEE, and in the event a zoning change is required, same shall be the sole responsibility of LESSEE. LESSEE further acknowledges LESSOR makes no warranties regarding the LEASED PREMISES being in

compliance with any federal, state, county or city code or building regulations, and if the LEASED PREMISES must be brought into compliance by any of the aforesaid, same shall be the sole cost and responsibility of the LESSEE or the LESSEE may cancel this Agreement with ninety (90) days written notice to LESSOR.

24. **Communication:** All notices, demands and requests which may or must be given under this Lease by either party to the other shall be in writing. All such notices, demands and requests shall be sent by registered or certified mail to the following addresses:

LESSOR:

Immaculate Heart of Mary Church,  
1545 Louis Colman Dr.  
Louisville, Ky 40211

AND

LESSEE:

River City Drum Corps Cultural Institute, Inc  
3302 C Harmsen Avenue  
Louisville, Ky 40211  
Ed White, Director

or to such other address or addresses as either party may, in writing, and by registered or certified mail to each other, so direct.

25. **Binding Effect:** The covenants, conditions, warranties and agreements made and entered into by the parties hereto shall be binding on, and shall inure to the benefit of, their respective heirs, successors, representatives and assigns.
26. **Waiver:** The waiver by LESSOR of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same, or any other term, covenant or condition contained herein. The subsequent acceptance by LESSOR of rent hereunder shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this Lease, regardless of LESSORS knowledge of such preceding breach at the time of acceptance of such rent.
27. **Warranty:** LESSOR warrants and covenants that it is lawfully seized of the LEASED PREMISES; that it has full right and power to lease same for the term hereof; that during the time when LESSEE shall not be in default hereunder, LESSEE shall have quiet and peaceful possession of the LEASED PREMISES.

28. **Governing Law:** This Agreement shall be interpreted under, and the laws that shall apply, are the laws of the Commonwealth of Kentucky, and the proper venue for any disagreement shall be Jefferson County, Kentucky.
29. **Successors:** This Agreement shall be binding upon the parties, their heirs, legal representatives, successors or assigns of the parties herein.
30. **Amendments:** This Agreement may not be altered or amended unless agreed to in writing by both parties herein.
31. **Assignment:** This interest of LESSEE may not be assigned, either in whole or in part, without the prior written consent of LESSOR, however, said consent shall not be unreasonably withheld.
32. **Severability:** If any term or provision of this Agreement or the application thereof to any party where circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision of any party or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
33. **Construction and Survival:** This Agreement is the complete Agreement between the parties.

IN WITNESS WHEREOF, our signatures the day and year first above written.

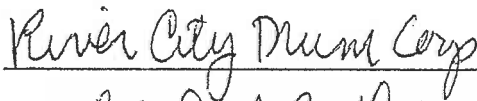
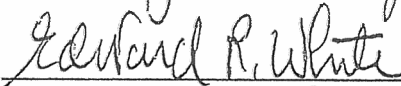
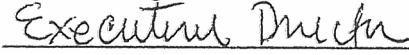
**LESSOR**

ROMAN CATHOLIC BISHOP OF LOUISVILLE,  
A CORPORATION SOLE,

BY:   
JOSEPH E. KURTZ, D.D., PRESIDENT

PARTY OF THE FIRST PART

**LESSEE**

  
BY:   
TITLE: 

PARTY OF THE SECOND PART

ADDENDUM TO LEASE

PUBLIC LIABILITY INSURANCE: LESSEE shall maintain public liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence for the duration in which LESSEE rents or uses PARISH property and name PARISH as an additional insured on such policy of insurance. It is further agreed that LESSEE agrees to protect, indemnify, defend and hold harmless the PARISH against and from any claim or cause of action arising out of or from any negligence or other actionable fault caused by LESSEE or its employees, agents, members or officers.

FIRE DAMAGE INSURANCE: LESSEE shall maintain fire damage insurance (fire legal liability) for the term of this lease. LESSEE agrees to maintain fire damage coverage in the minimum amount of two hundred fifty thousand dollars (\$250,000).

WORKER'S COMPENSATION INSURANCE: LESSEE shall maintain worker's compensation insurance as required by law.

ADDITIONAL INSURED: LESSEE will name the PARISH as an additional insured on its public liability insurance policy for the duration of LESSEE'S renting or using PARISH property for claims arising out of LESSEE'S operations or made by LESSEE'S employees, agents, students, guests, customers or invitees. LESSEE must verify that its insurance policy is primary in the event of a covered claim or cause of action against PARISH. LESSEE will provide proof to PARISH that the insurance requirements have been met as outlined in this contract. If and only if LESSEE fails to fulfill the insurance requirements contained in this addendum, then LESSEE agrees to defend, hold harmless and indemnify the PARISH against and from any claim or cause of action arising out of LESSEE'S operations or any claim or cause of action which is brought against PARISH by LESSEE, its employees, agents, students, guests, customers, invitees which is alleged against the PARISH, even if such claim or cause of action arose from the negligence of PARISH, its employees or volunteers, or the negligence of any other individual or organization.

INSPECTION BY THE PARISH: PARISH may at any and all reasonable times enter premises leased to LESSEE for inspection purposes.

NO WAIVER OF SUBROGATION: PARISH does not waive any rights of recovery against the LESSEE for damages that are covered by the PARISH'S property insurance coverage. LESSEE and PARISH agree that this addendum overrides any and all portions of previous agreements between LESSEE and PARISH that contain language in contradiction with this contract.

SEVERABILITY PROVISION: If any paragraph of this Addendum to Lease is deemed or is determined to be in conflict with local or state or national statutes, both LESSEE and PARISH agree that the portion of the Addendum to Lease which is in conflict with the statute will be stricken from the Addendum to Lease with the remainder of the Addendum to Lease remaining binding for both parties.

LESSEE:

River City Drum Corp

PARISH:

Immaculate Heart of Mary  
(PARISH is understood to include the Arch/Diocese of LOUISVILLE)

BY:

Richard R. White  
NAME

BY:

+ John E. King  
NAME

11 February 2016  
DATE

2/12/16  
DATE

START DATE OF LEASE (Understood to be date signed if left blank): \_\_\_\_\_

Instruction to PARISH (PARISH Use Only): This Addendum to Lease stands on its own as a legal contract between PARISH and LESSEE should this addendum not be incorporated or attached to a lease.

ADDENDUM TO LEASE

1. It is understood that the LESSEE should keep a current record of the possessor of all keys that allow access to the church property and advise the LESSOR of such.
2. Any changes to the dates on the lease agreement by either the LESSOR or the LESSEE will be communicated to the other party with sufficient advance notice, so that proper adjustment and accommodations may be made for everyone concerned.

LESSEE:

River City Drum Corp

PARISH:

Immaculate Heart of Mary

BY:

Edward R. White  
NAME

BY:

+ Joseph E. King  
NAME

11 Feb, 2016  
DATE

2/12/16  
DATE

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
River City Drum Corp Cultural Arts Institute, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ NON-PROFIT 501C3  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
3308 Chaunay Ave

6 City, state, and ZIP code  
LOUISVILLE KENTUCKY 40211

7 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

### 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 Edward R. White      Date ▶ 1/20/2018

### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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. See *What is FATCA reporting?* on page 2 for further information.

RIVER CITY DRUM CORP CUTURAL ARTS INSTITUTE, INC.

Financial Statements

For the Year Ended June 30, 2017  
And Independent Auditor's Report

CHARLES ALEXANDER III  
CERTIFIED PUBLIC ACCOUNTANT  
930 E. BROADWAY  
LOUISVILLE, KENTUCKY 40204

To the Board of Directors  
River City Drum Corp. Cultural Arts Institute, Inc.  
Louisville, KY 40211

I have audited the accompanying statement of financial position of River City Drum Corp. Cultural Arts Institute, Inc. (the "Organization") as of June 30, 2017 and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects the financial position of River City Drum Corp. Cultural Arts Institute, Inc. as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

August 30, 2017



Charles Alexander III, CPA



RIVER CITY DRUM CORP. CULTURAL ARTS INSTITUTE, INC.  
STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2017

ASSETS

CASH-BANK  
EQUIPMENT

\$ 10,904  
39,210

TOTAL ASSETS

\$ 50,114  
=====

LIABILITIES AND NET ASSETS  
ACCOUNTS PAYABLE

\$ 1,800

TOTAL LIABILITES

1,800

NET ASSESTS  
Unrestricted

48,314

\$ 50,114  
=====

SEE NOTES TO FINANCIAL STATEMENTS

RIVER CITY DRUM CORP. ARTS INSTUTUTE, INC.  
STATEMENT OF ACTIVITES  
AND CHANGES IN NET ASSETS  
YEAR ENDED JUNE 30, 2017

REVENUES GAINS AND OTHER SUPPORT	Unrestricted	Permanently Restricted	Total
GRANTS	\$	\$33,833	\$33,833
PROGRAM SERVICE	89,526	-	89,526
DUES	11,081		11,081
FUND-RAISER	<u>3,030</u>	<u>          </u>	<u>3,030</u>
 TOTAL INCOME	 <u>103,637</u>	 <u>33,833</u>	 <u>137,470</u>
 <u>EXPENSES</u>			
SALARIES & PAYROLL TAXES	-	5,530	5,530
VEHICLE		4,576	4,576
CONTRCT LABOR	13,590	9,600	23,190
SUPPLIES	47,795	14,127	61,922
ACCOUNTING	3,080	-	3,080
OFFICE EXPENSE	7,898	-	7,898
UTILITIES	3,341	-	3,341
INSURANCE	5,866	-	5,866
TRAVEL	26,079	-	26,079
BANK CHARGES	572	-	572
EDUCATIONAL	150	-	150
RENT	<u>7,140</u>	<u>          </u>	<u>7,140</u>
 TOTAL EXPENSES	 <u>115,511</u>	 <u>33,833</u>	 <u>149,344</u>
 NET INCOME (LOSS)	 (11,874)	 <u>-0-</u>	 (11,874)
NET ASSETS BEGINNING OF YEAR	<u>58,905</u>	<u>-0-</u>	<u>58,905</u>
NET ASSETS AT END OF YEAR	<u>\$47,031</u>	<u>-0-</u>	<u>\$47,031</u>
	=====	=====	=====

SEE NOTES TO FINACNCIAL STATEMENTS

RIVER CITY DRUM CORP. ARTS INSTITUTE, INC.  
Statement of Cash Flows  
Year Ended June 30, 2017

CASH FLOWS FROM OPERATING ACTIVITIES:

Change in Net assets	\$(11,874)
Adjustments to reconcile change in net assets to net cash used in operating activities:	
Decrease in accounts payable	<u>778</u>
Net cash used in operating activities	<u>(11,096)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:	-0-
CASH FLOWS FROM FINANCING ACTIVITIES:	<u>-0-</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS	(11,096)
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CASH AND CASH EQUIVALENTS BEGINNING OF YEAR	<u>22,000</u>
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CASH AND CASH EQUIVALENTS END OF YEAR	\$ 10,904 =====
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See Notes to Financial Statements

RIVER CITY DRUM CORP. CULTURAL ARTS INSTITUTE, INC.  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2017

1. ORGANIZATION AND PURPOSE

River City Drum Corp. Cultural Arts Institute, Inc. (the "Organization") is a not-for-profit organization devoted to the performing arts. A major portion of its funding is from individual contributions and fees collected from members and services rendered.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

- A. Basis of Presentation- the financial statements are presented on the basis of unrestricted, temporarily restricted, and permanently restricted net assets.
- B. Cash and Cash Equivalents- For financial statement purposes, the Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.
- C. Investments- Investments are carried at market value or appraised value, and realized and unrealized gains and losses are reflected in the statement of activities.
- D. Capital Assets- Land, buildings, and equipment are stated at cost less accumulated depreciation and amortization. Depreciation is provided using the straight-line method over the estimated useful lives of the assets.
- E. Revenue Recognition- Contributions are recognized as revenue when they are received or unconditionally pledged.

The Organization reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

The Organization reports gifts of land, buildings, and equipment as unrestricted support unless explicit donor stipulations specify how the donated assets must be used.

Contributions of services shall be recognized if the services received (a) create or enhance nonfinancial assets or (b) require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation.

RIVER CITY DRU CORP. CULTURAL ARTS INSTITUTE, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
JUNE 30, 2017

- F. The costs of providing programmed other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated to the programs and supporting services that are benefited.
- G. Income Taxes- The Organization is a not-for-profit organization and is exempt from federal income taxes under Section 501 c (3) of the Internal Revenue Code.
- H. Use of Estimates- The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

**RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.****General Information**

<b>Organization Number</b>	0530367
<b>Name</b>	RIVER CITY DRUM CORP CULTURAL ARTS INSTITUTE, INC.
<b>Profit or Non-Profit</b>	N - Non-profit
<b>Company Type</b>	KCO - Kentucky Corporation
<b>Status</b>	A - Active
<b>Standing</b>	G - Good
<b>State</b>	KY
<b>File Date</b>	2/4/2002
<b>Organization Date</b>	2/4/2002
<b>Last Annual Report</b>	6/28/2017
<b>Principal Office</b>	3308 CHAUNCEY AVENUE LOUISVILLE, KY 40211
<b>Registered Agent</b>	ED WHITE 4031 PARTHENIA AVENUE LOUISVILLE, KY 40215

**Current Officers**

<b>President</b>	<a href="#">Edward White</a>
<b>Vice President</b>	<a href="#">Albert Shumake</a>
<b>Secretary</b>	<a href="#">Gola Busby</a>
<b>Director</b>	<a href="#">Aja Nkrumah</a>
<b>Director</b>	<a href="#">Raynard WHITE</a>
<b>Director</b>	<a href="#">AKILAHMANH LCARL</a>

**Individuals / Entities listed at time of formation**

<b>Director</b>	<a href="#">ED WHITE</a>
<b>Director</b>	<a href="#">ADRIANNA THORNTON-CLARK</a>
<b>Director</b>	<a href="#">ZAMBIA NKRUMAH</a>
<b>Incorporator</b>	<a href="#">ED WHITE</a>

**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.

<a href="#">Annual Report</a>	6/28/2017	1 page	<a href="#">PDF</a>
<a href="#">Annual Report Amendment</a>	7/27/2016	1 page	<a href="#">PDF</a>
<a href="#">Annual Report</a>	6/28/2016	1 page	<a href="#">PDF</a>
<a href="#">Annual Report</a>	6/17/2015	1 page	<a href="#">PDF</a>
<a href="#">Annual Report</a>	6/22/2014	1 page	<a href="#">PDF</a>
<a href="#">Registered Agent name/address change</a>	6/10/2013 1:17:08 PM	1 page	<a href="#">PDF</a>
<a href="#">Annual Report</a>	6/10/2013	1 page	<a href="#">PDF</a>

<a href="#">Annual Report</a>	6/29/2012	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	3/23/2011	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	5/27/2010	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	3/3/2009	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	6/26/2008	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	6/27/2007	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	4/4/2006	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	6/9/2005	1 page	<a href="#">PDF</a>	
<a href="#">Annual Report</a>	9/12/2003	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Annual Report</a>	9/12/2003	1 page	<a href="#">tiff</a>	<a href="#">PDF</a>
<a href="#">Articles of Incorporation</a>	2/4/2002	6 pages	<a href="#">tiff</a>	<a href="#">PDF</a>

## Assumed Names

## Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	6/28/2017 4:53:40 PM	6/28/2017 4:53:40 PM	
Amendment to annual report	7/27/2016 12:28:56 PM	7/27/2016 12:28:56 PM	
Annual report	6/28/2016 7:11:09 PM	6/28/2016 7:11:09 PM	
Annual report	6/17/2015 9:46:41 AM	6/17/2015 9:46:41 AM	
Annual report	6/22/2014 6:31:07 PM	6/22/2014 6:31:07 PM	
Annual report	6/10/2013 1:28:42 PM	6/10/2013 1:28:42 PM	
Registered agent address change	6/10/2013 1:17:08 PM	6/10/2013 1:17:08 PM	
Annual report	6/29/2012 12:11:34 PM	6/29/2012 12:11:34 PM	
Annual report	3/23/2011 2:24:19 PM	3/23/2011	
Annual report	5/27/2010 8:34:03 AM	5/27/2010	
Annual report	3/3/2009 1:28:34 PM	3/3/2009	
Annual report	6/26/2008 9:05:08 AM	6/26/2008	
Annual report	6/27/2007 4:31:53 PM	6/27/2007 4:31:53 PM	
Annual report	4/4/2006 8:21:06 AM	4/4/2006	
Annual report	6/9/2005	6/9/2005	
Annual report	6/28/2004 2:22:24 PM	6/28/2004	
Annual report	6/27/2003 9:50:21 AM	6/27/2003	
Add	2/4/2002 2:00:33 PM	2/4/2002	