

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

DATE: 1-17-14

PRIMARY SPONSOR (District to contact with any questions): District 2
CW Shanklin

Name of Applicant: Education First Foundation

I/We 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/We have read the organization's statement of public purpose to be furthered by the funds requested and I/We agree that the public purpose is legitimate. I/We have also completed the disclosure section below, if required.

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

2
 District #

Mr. Barbara E. Shanklin
 Primary Sponsor Signature (NPR)

\$1500.00
 Amount

Jan 18, 2014
 Date

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.

N/A

Approved by:

 Appropriations Committee Chairman Date

Clerk's Office Only:

Request Amount: _____ Committee Amended Appropriation: _____
 Original Appropriation: _____ Council Amended Appropriation: _____

OFFICE OF METRO COUNCIL CLERK
 REVIEWED

DATE 1-24-14 TIME 1:48pm



LOUISVILLE METRO COUNCIL

NEIGHBORHOOD DEVELOPMENT FUND APPLICATION



SECTION 1 - APPLICANT INFORMATION

Legal Name of Applicant Organization: Education First Foundation, Inc.
(as listed on: <http://www.sos.ky.gov/business/records/>)

Main Office Street & Mailing Address: 101 Crescent Avenue Louisville, KY 40201

Website: www.showcasehbcu.com

Application Contact: Andrea Houston

Title: Executive Director

Phone: 502-435-4639

Email: ajhouston@showcasehbcu.com

Financial Contact: Yonbretta Stewart

Title: VP of Finance

Phone: 502-762-7735

Email: y.stewart@humana.com

GEOGRAPHICAL AREA(S) WHERE PROGRAM ACTIVITIES ARE (WILL BE) PROVIDED

Program Facility Location(s): 101 Crescent Avenue Louisville, KY

Council District(s): 9

Zip Code(s): 40206

SECTION 2 - PROGRAM REQUEST & FINANCIAL INFORMATION

Program Name: Operational Expenses

Total Request: \$ 1,500.00

Total Metro Award (this program) in previous year : \$\$5,712.00

The following are required attachments:

- | | |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> IRS Exempt Status Determination Letter | <input checked="" type="checkbox"/> Signed lease if rent costs are being requested |
| <input checked="" type="checkbox"/> Current Year Projected Budget | <input checked="" type="checkbox"/> IRS Form W9 |
| <input checked="" type="checkbox"/> List of Board of Directors (include term & term limits) | <input type="checkbox"/> Evaluation forms if used in the proposed program |
| <input checked="" type="checkbox"/> Current financial statement | <input type="checkbox"/> Annual audit (if required by organization) |
| <input checked="" type="checkbox"/> Most recent IRS Form 990 or 1120-H | <input type="checkbox"/> Faith Based Organization Certification Form, if required |
| <input checked="" type="checkbox"/> Articles of Incorporation | <input type="checkbox"/> Staff including the 3 highest paid staff |
| <input type="checkbox"/> Cost estimates from proposed vendor if request is for capital expense | |

Agency Fiscal Yr Start Date: January 1 to December 31

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

Source: NDF Amount: \$5,700.00

Source: Amount: \$

Source: Amount: \$

Has the applicant contacted the BBB Charity Review for participation? Yes No

Has the applicant met the BBB Charity Review Standards? Yes No

SECTION 3 - SIGNATURE

I certify under the penalty of law the information in this application (including, without limitation, the "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.

Signature of Legal Signatory:

Date: 01/16/2014

Legal Signatory (please print): Andrea Houston

Title: Executive Director

Phone: Extension: 502-608-9009

Email: ajhouston@showcasehbcu.com

SECTION 4 - AGENCY DETAILS

Describe Agency's Vision, Mission and Services:

Education Firstt Foundation is a not for profit 501 [C] 3 organization established in Louisville KY governed by a board of directors. Its mission is to make education a household priority, by serving communities and promoting education as the number one priority in a students' economic well-being. Its vision is to be a community partner in the transition for equality in education for all students, in order to assure every student has access to the educational opportunities she or he may need for academic success.

Its signature program is the Showcase of HBCU (Historically Black College and Universities) the mission of this program is to assist in narrowing the educational and economic achievement gaps, through the empowerment of youth by introducing students to historically black college and universities.

SECTION 5 - PROGRAM NARRATIVE

A: Purpose of Request (check all that apply):

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

B: 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 funds will be used to pay for the rent for the college center and office of the foundation from February 1, 2014 to May 2014.

C: Describe specifically how the funding will be spent including identification of funding to subgrantee(s):

To pay the rent of the college center and foundation office.

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

- The funding request is a reimbursement of the following expenditures that have occurred prior to the application date:
- ✓ Attach a copy of invoices and/or receipts to provide proof of purchase of activities associated with the work plan identified in this application.
 - ✓ Attach a copy of cancelled checks to provide proof of payment of the invoices or receipts associated with the work plan identified in this application.
- The funding request is a reimbursement of the following expenditures that will be incurred after the application date, but prior to the Metro Council approval date. This option will allow expenditures occurring within this time frame to be considered compliant with the grant agreement.
- ✓ If selecting this option, the invoice, receipt and payment documentation should not be available as of the date of this application.
 - ✓ The Grantee will be required to submit financial reporting in accordance with the reporting schedule provided in the grant agreement.

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

No

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 specifically.

Each year we partner with various community organization to help students in our city of prepare and go to college. This year we are committed to cross-sector and cross-issue collaborations. Currently Education First is collaborating with the Wesley House and La Camara to reach parents in the Hispanic Community on how to preparing their student for college. In keeping with another of our foundation's values of preserving Historically Black Colleges and Universities(HBCU), we are inviting and sponsoring a Mexican American HBCU alumni to speak to both documented and undocumented students to let them know they are welcome and wanted that these particular institutions. We are providing speakers from Prairie View A&M University and Northern Kentucky University to engaged both parents and students to discuss academic and navigating the educational systems. (Please see flyer)

Additionally, The Showcase of Historically Black Colleges and Universities pride ourselves on the community partnerships that we have created throughout Kentucky. Fortunately, close collaboration has taken place between Kentucky State University, Jefferson County Public Schools (JCPS), Fayette County Public Schools, and Network Center for Community Change (NC3), U. S. Cadet Command, ACT, Inc., Federal Reserve Bank, Louisville Masonic Lodge, Red Hatter Societies, and Greek Letter Organizations, especially Omega Psi Phi, Inc.

The Showcase of HBCU is a large event and we have various needs to be met. Each of our community partners lends a hand in various ways. KSU is, by far, our largest contributing partner providing educational resources, professional services, volunteers, in-kind donations, and cash support. Another great collaborative relationship is through JCPS who provides volunteers, in-kind donations, and research support.

Additionally, volunteers are saturated throughout the event staffed by members from the Red Hatter Societies, Louisville Masonic Lodge, and Greek Letter Organizations. The U. S. Cadet Command, ACT, KHEEA and KCAC have taught classes. JCPS, NC3 and the Federal Reserve Bank have sponsored our keynote speaker for are parent engagement program.

G: 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:

Local College Center and Office for students and parents.

1. The ability to start creating a tracking system for programs participants
2. 100% of students will be exposed to the general college application information and process
3. 100% of students will be offered educational consultant services.

Data Indicators/Sources for each of the outcomes.

1. The compilation of data collected from the various programs
2. Indicated on student's assignment sheets.
3. Indicated on attendance sheet.

SECTION 6 - PROGRAM BUDGET SUMMARY

The Program Budget should realistically estimate what amount is needed from Metro Government and what is expected from other sources. **Enter whole-dollar amounts.**

	Column 1	Column 2*	Column 3
Program Expenses	Proposed Metro Funds	Non- Metro Funds	Total Program Cost
A: Personnel Costs Including Benefits			
B: Rent/Utilities	1,500	30,000	31,500
C: Office Supplies		3,000	3,000
D: Telephone		2,800	2,800
E: In-town Travel			
F: Client Assistance (Attach Detailed List)			
G: Professional Service Contracts		98,200	98,200
H: Program Materials		5,000	5,000
I: Community Events & Festivals (Attach Detailed List)			
J: Machinery & Equipment			
K: Capital Project			
L: Other Expenses (Attach Detail List)		25,000	25,000
SUBTOTAL	1,500	167,000	168,500
% of Program Budget –	2 %	98 %	100%
Value of volunteer services and how computed:	N/A		
Value of in-kind assets, such as donated space, supplies, use of equipment, etc. <i>(Detail on Next Page)</i>	N/A		
Total Program Funds	1,500	197,000	198,500

*List funding sources in Column 2 (do not include individual donor names):

Other State, Federal or Local Government	10,000
United Way	
Private Contributions	128,000
Fees Collected from Program Participants	40,000
Other (please specify)	
Total Revenues	167,000



Education First Foundation, Inc. 2014 Trajectory Budget



Additional Expenditures

Travel	1,000.00
Lodging Expense	1,000.00
Catering Expense	14,000.00
Entertainment Expense	4,000.00
Consumable Goods	1,000.00
Insurance/Accounting Expenses	1,000.00
Promotional/ Misc. Expenses	1,000.00
Banking Fees/Credit Card Charges	2,000.00

Total	25,000.00
-------	-----------

PROGRAM BUDGET SUMMARY (CONTINUED)

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
Volunteers	20,500	see attachment
LMPD	3000	see attachment
JCPS	6500	see attachment
Total Value of In-Kind (to match Program Budget Line Item. Volunteer Contribution & Other In Kind)		

* Donor information refers to who made the in kind contribution. Volunteers need not be listed individually, but grouped together on one line as a total noting how many hours per person per week)

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:



Education First Foundation, Inc.



Program Budget Summary Attachment 2013

Attachment for In-Kind Donations

Volunteers

50 volunteers (\$10.00) per hour (5hours each) =	\$2,500.00
2 yearly volunteers (\$15.00) per hour (120 hours each) =	\$3,600.00
2 yearly volunteers (\$20.00) per hour (360 hours each) =	\$14,400.00
Total	\$20,500.00

Space Rental	\$3,000.00
Testing/Assessment Services/Materials	\$6,500.00
Total	\$9,500.00

Grand Total **30,000.00**

SECTION 7 - CERTIFICATIONS AND ASSURANCES

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

Standard Assurances

1. Applicant understands this application and its attachments as well as any resulting grant agreement, reports and proof of expenditure is subject to Kentucky's open records law.
2. Applicant will establish safeguards to prohibit employees or any person that receives compensation from awarded funds from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. Applicant and any sub grantee will give Louisville Metro Government access to and the right to examine all paper or electronic records related to the awarded grant for up to five years of the grant agreement date.
4. Applicant assures compliance with the grant requirements and will monitor the performance of any third party (sub-grantee).
5. The Agency is in good standing with the Kentucky Secretary of State, Louisville Metro Government, the Jefferson County Revenue Commission, the Internal Revenue Service, and the Louisville Metro Human Relations Commission.
6. 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. Return to Louisville Metro any unexpended funds by July 31 following the Metro Louisville's fiscal year end
8. 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.

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.

P. O. BOX 2508
CINCINNATI, OH 45201

Date: APR 25 2008

EDUCATION FIRST FOUNDATION INC
C/O ANDREA HOUSTON
4510 PULASKI CT
LOUISVILLE, KY 40245

Employer Identification Number:
26-1137635
DLN:
17053072306048
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 21, 2007
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)



Education First Foundation, Inc. 2014 Trajectory Budget



Revenue

Fees	40,000.00
Showcase Sponsorship/Donations	51,000.00
Gala Sponsorship/Donations	25,500.00
Gants	52,000.00
Revenue Total	168,500.00

In-kind Services Goal	30,000.00
-----------------------	-----------

Expenditures

Lease/Rental Expense	20,000.00
Decorating Expense	10,000.00
Technical Equipment	1,500.00
Total	31,500.00

(3) Contracted Staff	93,500.00
Graphic Design	1,000.00
Web Services	1,500.00
Writing/Editing	500.00
Advertising Expense	1,200.00
Printing	500.00
Program Materials	5,000.00
Total	103,200.00

Travel	1,000.00
Lodging Expense	1,000.00
Catering Expense	14,000.00
Entertainment Expense	4,000.00
Total	20,000.00

Office Supply Expense	3,000.00
Phone/Internet Services	2,800.00
Equipment/Capitol Project	3,000.00
Consumable Goods	1,000.00
Total	9,800.00

Insurance/Accounting Expenses	1,000.00
Promotional/ Misc. Expenses	1,000.00
Banking Fees/Credit Card Charges	2,000.00
Total	4,000.00

GRAND TOTAL	168,500.00
--------------------	-------------------

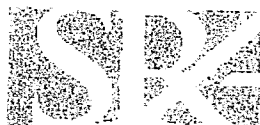


Education First Foundation, Inc.



2014-2017 Board Officers 3 year term

President: Ben Johnson
First Vice President: William Samuels
First Vice of Finance: Yonbretta Stewart
Secretary: Tonya Trumbo-Chinyem
Chair of Institutional & Community Development: Vacant
Chair of National Development: Juan Alexander
Member At Large: Janice Leavell
Executive Director/Founder: Andrea Houston



ASAMOAH & ASSOCIATION, CPAs

Business Finance & International Accounting Advisors

February 22, 2012

To Whom It May Concern

This is to certify that this firm has been preparing the Form 990 - Return of Organization Exempt From Income Tax - for Education First Foundation Inc. for the past three years. Education First Foundation Inc. has complied in every respect its obligations to provide adequate and reasonable records for the preparation of Form 990.

Education First Foundation Inc. has not had its financial statements audited because it has not met the income requirements for a full audit.

Please contact me at 502-805-9277 if you need any additional information.

Sincerely,

Sam Asamoah, CPA

20120222 FAXED TO 502-805-9277
20120222 FAXED TO 502-805-9277

Short Form Return of Organization Exempt From Income Tax

2012

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code
(except black lung benefit trust or private foundation)

Sponsoring organizations of donor advised funds, organizations that operate one or more hospital facilities, and certain controlling organizations as defined in section 512(b)(13) must file Form 990 (see instructions). All other organizations with gross receipts less than \$200,000 and total assets less than \$500,000 at the end of the year may use this form.

The organization may have to use a copy of this return to satisfy state reporting requirements.

A For the 2012 calendar year, or tax year beginning 01, 01, 2012, and ending 12, 31, 2012

B Check if applicable:

- Address change
- Name change
- Initial return
- Terminated
- Amended return
- Application pending

C Name of organization

EDUCATION FIRST FOUNDATION INC

Number and street (or P.O. box, if mail is not delivered to street address)

101 CRESCENT AVE

City or town, state or country, and ZIP + 4

LOUISVILLE KY 40206

D Employer identification number

26-1137635

E Telephone number

502 4354639

F Group Exemption Number

G Accounting Method: Cash Accrual Other (specify) ▶

I Website: ▶

H Check if the organization is required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

J Tax-exempt status (check only one) - 501(c)(3) 501(c) () ◀ (insert no.) 4947(a)(1) or 527

K Check if the organization is not a section 509(a)(3) supporting organization or a section 527 organization and its gross receipts are normal not more than \$50,000. A Form 990-EZ or Form 990 return is not required though Form 990-N (e-postcard) may be required (see instructions). But the organization chooses to file a return, be sure to file a complete return.

L Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, line 25, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. **\$ 47327**

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

Check if the organization used Schedule O to respond to any question in this Part I

		1	2	3	4	5a	5b	5c	6a	6b	6c	6d	7a	7b	7c	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Revenue	1	Contributions, gifts, grants, and similar amounts received																								45762			
	2	Program service revenue including government fees and contracts																								1566			
	3	Membership dues and assessments																											
	4	Investment income																											
	5a	Gross amount from sale of assets other than inventory																								0			
	b	Less: cost or other basis and sales expenses																								0			
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)																											
	6	Gaming and fundraising events																											
	a	Gross income from gaming (attach Schedule G if greater than \$15,000)																								0			
	b	Gross income from fundraising events (not including \$ 0 of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)																								0			
c	Less: direct expenses from gaming and fundraising events																								0				
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)																												
7a	Gross sales of inventory, less returns and allowances																								0				
b	Less: cost of goods sold																								0				
c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)																												
8	Other revenue (describe in Schedule O)																												
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8																								47327				
Expenses	10	Grants and similar amounts paid (list in Schedule O)																											
	11	Benefits paid to or for members																											
	12	Salaries, other compensation, and employee benefits																											
	13	Professional fees and other payments to independent contractors																								10266			
	14	Occupancy, rent, utilities, and maintenance																								18262			
	15	Printing, publications, postage, and shipping																								1933			
	16	Other expenses (describe in Schedule O) STATEMENT#1																								25353			
17	Total expenses. Add lines 10 through 16																								55417				
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9)																								-8090			
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)																											
	20	Other changes in net assets or fund balances (explain in Schedule O)																								-402			
	21	Net assets or fund balances at end of year. Combine lines 18 through 20																								-8492			

For Paperwork Reduction Act Notice, see the separate instructions.

Part V

Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)		X
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		
35c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		X
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		X
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions	37a	0
b	Did the organization file Form 1120-POL for this year?	37b	X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a	X
b	If "Yes," complete Schedule L, Part II and enter the total amount involved	38b	0
39	Section 501(c)(7) organizations. Enter:	39a	0
a	Initiation fees and capital contributions included on line 9	39b	0
b	Gross receipts, included on line 9, for public use of club facilities		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 <input type="text" value="0"/> ; section 4912 <input type="text" value="0"/> ; section 4955 <input type="text" value="0"/>		
b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	X
c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		
d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e	X
41	List the states with which a copy of this return is filed		
42a	The organization's books are in care of <u>ANDREA HOUSTON</u> Telephone no. <u>502 4354639</u> Located at <u>101 CRESCENT AV LOUISVILLE KY</u> ZIP + 4 <u>40206</u>		
b	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)? If "Yes," enter the name of the foreign country: _____ See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.	42b	X
c	At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country: _____	42c	X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the tax year	43	
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	X
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	X
c	Did the organization receive any payments for indoor tanning services during the year?	44c	X
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	X
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	X
45b	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," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	45b	X

46	Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46	Yes	No
				X

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51

Check if the organization used Schedule O to respond to any question in this Part VI

47	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	47	Yes	No
				X
48	Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48		X
49a	Did the organization make any transfers to an exempt non-charitable related organization?	49a		X
b	If "Yes," was the related organization a section 527 organization?	49b		X
50	Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."			

(a) Name and title of each employee paid more than \$100,000	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation

f Total number of other employees paid over \$100,000 ▶ _____

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and address of each independent contractor paid more than \$100,000	(b) Type of service	(c) Compensation

d Total number of other independent contractors each receiving over \$100,000 ▶ _____

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A Yes No

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: _____ Date: _____

ANDREA J HOUSTON, FOUNDER & CEO

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name: SAM ASAMOAH CPA Preparer's signature: _____ Date: 08/14/2013 Check if self-employed PTIN: _____

Firm's name: ASAMOA & ASSOCIATES, CPA Firm's EIN: _____

Firm's address: 1740 FRANKFORT AVE LOUISVILLE KY 40206 Phone no.: _____

May the IRS discuss this return with the preparer shown above? See instructions Yes No

**ARTICLES OF INCORPORATION
OF
EDUCATION FIRST FOUNDATION, INC.**

0674062.09 darmstrong
NAOI
Trey Grayson
Secretary of State
Received and Filed
09/21/2007 9:50:40 AM
Fee Receipt: \$8.00

The undersigned hereby incorporates a nonprofit corporation ("Corporation") without capital stock or stockholders, under the provisions of KRS 273.161 et seq., and for that purpose adopts the following Articles of Incorporation.

ARTICLE I

Name of Corporation

The name of the Corporation is Education First Foundation, Inc.

ARTICLE II

Purposes and Powers

(1) Any provision of these Articles of Incorporation to the contrary notwithstanding, the Corporation shall not have any purpose or objective, nor have or exercise any power, nor engage in any activity, which in any way contravenes, or is in conflict with, the other provisions of ARTICLE II of these Articles of Incorporation.

(2) The objectives and purposes of the Corporation, and the powers it shall have and may exercise, are as follows:

(a) The purpose is to prepare and expose students to higher educational opportunities by providing character education and college preparation programming.

(b) In furtherance of subparagraph (a) above, to conduct and carry on its work, not for profit, but exclusively for charitable, scientific or educational purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code of 1986, as amended ("Code") (references herein to sections or provisions of the Code shall be deemed to include and refer to, to the extent applicable, any similar sections or provisions of any subsequent Federal tax laws), in such manner (i) that no part of its income or property shall inure to the private benefit of any donor, director or individual having a personal or private interest in the activities of the Corporation, except as reasonable compensation for services actually rendered, (ii) that it shall not directly or indirectly participate in or intervene in any political campaign on behalf of any candidate for public office, and (iii) that no substantial part of its activities shall be carrying on propaganda or otherwise attempting to influence legislation.

(c) As a particular purpose in furtherance of, consistent with, and subject to, the general and controlling purposes set forth in Section (2)(a) and (b) of this ARTICLE II, to organize, promote, foster, assist (whether financially or otherwise), obtain such designations and certifications, and conduct such charitable, scientific, and educational enterprises, activities and institutions as from time to time may be determined, selected or decided upon by the Corporation's Board of Directors

consistent with the purposes stated above.

(d) In furtherance of, and at all times subject to, the aforesaid purposes, enterprises, activities and projects:

(i) To solicit and acquire by gift, grant, transfer, exchange or otherwise, personal property of any and all kinds, and to sell, transfer and otherwise dispose of any property it so acquires;

(ii) To invest and reinvest any such property and the increments in, and avails or proceeds of, any such property in such investments as may be deemed advisable from time to time by the Corporation's Board of Directors, including, but not limited to, stocks, bonds, secured and unsecured obligations, undivided interests, leases, commercial paper, financial and governmental instruments, savings and other depository accounts and other securities and properties;

(iii) To take title to, and hold in its own name, such real or personal property, or both, and such interests in either such type of property as the Corporation may acquire, for the purposes herein set out, and to sell, transfer and dispose of any such property or reinvest the proceeds thereof as herein permitted;

(iv) To accept gifts, grants, bequests or devises, or investments of property of any kind which any individual, firm, corporation, organization, governmental entity or other entity may make to the Corporation, upon the terms, trusts and conditions set forth in the deed of gift, agreement, will or other instrument of writing executed by any such donor or testator, but only for the purposes and upon the terms and conditions and with the powers set forth in these Articles of Incorporation;

(v) To borrow money and give security therefor by pledging, mortgaging or otherwise hypothecating any property it may own, or any interest it may have in such property; and

(vi) To do any and all things which the Corporation's Board of Directors may determine, consistent with the provisions hereof, to be necessary or appropriate to effectuate the purposes for which the Corporation is organized as herein set forth, to the extent that the doing of such act or thing is not inconsistent with the provisions of Chapter 273 of the Kentucky Revised Statutes, or any other applicable law or statute of the Commonwealth of Kentucky, or section 501 (c)(3) of the Code.

ARTICLE III **Duration**

The Corporation shall have perpetual duration.

ARTICLE IV **Members**

There shall be no members of the Corporation.

ARTICLE V
Board of Directors

(1) All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors.

(2) The Board of Directors shall consist of such number of individuals as may be fixed by the Bylaws of the Corporation ("Bylaws"); provided, however, that the Board of Directors shall not consist of fewer than three individuals.

(3) A director may be removed as provided in the Bylaws.

ARTICLE VI
Initial Board of Directors

The number of directors constituting the initial Board of Directors is four, and the name and mailing address of each person who is to serve as an initial director is as follows, each person to serve until the first meeting of the Board of Directors and until such director's successor in office is elected and shall qualify:

NAME	ADDRESS
Janice Leavell	1411 Sportsman Drive Jeffersonville, Indiana 47130
Andrea J. Houston	4510 Pulaski Court Louisville, Kentucky 40245
Candace Bell	2309 Cedar Street Louisville, Kentucky 40212
Anthony Smith	4500 Manslick Road Louisville, Kentucky 40216

ARTICLE VII
Registered Office - Registered Agent

The street address of the initial registered office of the Corporation is 4510 Pulaski Court, Louisville, Kentucky 40245 and the name of its initial registered agent at such office is Andrea J. Houston.

ARTICLE VIII
Principal Office

The mailing address of the principal office of the Corporation is 4510 Pulaski Court, Louisville, Kentucky 40245.

ARTICLE IX
Distribution of Assets Upon Dissolution

If, at any time, the Corporation dissolves, the assets of the Corporation shall be applied and distributed as follows:

(a) All liabilities and obligations of the Corporation shall be paid and discharged, or adequate provision shall be made therefor.

(b) Assets that have been received and are held by the Corporation subject to limitations permitting their use only for charitable, scientific, literary, religious, educational or similar purposes shall be transferred or conveyed to (i) one or more corporations, societies or organizations organized under the laws of any state that are exempt under section 501(c)(3) of the Code, (ii) the Federal government or (iii) a state or local government, for a public purpose, pursuant to a plan of distribution adopted as provided by law.

(c) Other assets, if any, shall be transferred or conveyed to (i) one or more corporations, societies or organizations organized under the laws of any state that are exempt under section 501 (c)(3) of the Code, (ii) the Federal government or (iii) a state or local government, for a public purpose, pursuant to a plan of distribution adopted as provided by law.

(d) Any assets not disposed of pursuant to the previous provisions of this ARTICLE IX shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located to such organizations, as the court shall determine, which are organized and operated exclusively for charitable purposes and are exempt under section 501(c)(3) of the Code.

ARTICLE X
Incorporator

Andrea J. Houston, whose mailing address is 4510 Pulaski Court, Louisville, Kentucky 40245, is the sole incorporator of the Corporation.

ARTICLE XI
Indemnification of Directors and Officers

(1) To the fullest extent permitted by, and in accordance with the provisions of, Kentucky law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of ARTICLE II, the Corporation shall indemnify each director and officer of the Corporation against expenses (including, but not limited to, attorney's fees), judgments, taxes, penalties, fines (including, but not limited to, any excise tax assessed with respect to any employee benefit plan) and amounts paid in settlement (collectively, a "Liability"), incurred by such director or officer in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which such director or officer is, or is threatened to be made, a party because such director or officer is or was a

director or officer of the Corporation, or is or was serving at the request of the Corporation as a member, director, officer, partner, trustee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise.

(2) To the fullest extent authorized or permitted by, and in accordance with the provisions of Kentucky law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of ARTICLE II, the Corporation shall pay or reimburse expenses (including, but not limited to, attorney's fees) incurred by a director or officer of the Corporation who is a party to a proceeding in advance of final disposition of such proceeding.

(3) The indemnification against liability and advancement of expenses provided by, or granted pursuant to, this ARTICLE XI shall, to the fullest extent authorized or permitted by, and in accordance with the provisions of Kentucky law, as the same exists or may hereafter be amended, but only to the extent not in conflict with the provisions of ARTICLE II, not be deemed exclusive of other rights, if any, to which such director or officer of the Corporation seeking such indemnification or advancement may be entitled under the Bylaws or any agreement, action of disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Corporation, shall continue as to a person who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(4) Any repeal or modification of this ARTICLE XI shall not adversely affect any right or protection of a director or officer of the Corporation under this ARTICLE XI with respect to any act or omission occurring prior to the time of such repeal or modification.

ARTICLE XII **Elimination of Certain Liability of Directors**

A director of the Corporation shall not be personally liable to the Corporation for monetary damages for breach of such director's duties as a director; provided, however, that this provision shall not eliminate or limit the liability of a director for the following: (i) for any transaction in which such director's personal financial interest is in conflict with the financial interests of the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or are known to such director to be a violation of law, or (iii) for any transaction from which such director derived an improper personal benefit. This ARTICLE XII shall continue to be applicable with respect to any such breach of duties by a director of the Corporation as a director notwithstanding that such director may thereafter cease to be a director and shall inure to the personal benefit of such director's heirs, executors and administrators.

ARTICLE XIII **Private Property of Incorporator and Directors**

None of the private property of the incorporator or any director of the Corporation shall be subject to any of the Corporation's debts and liabilities.

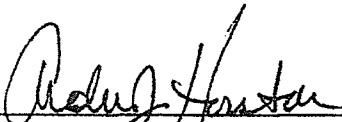
ARTICLE XIV
Severability of Provisions

Except as may conflict with the provisions of ARTICLE II, if any provision of these Articles of Incorporation, or its application to any person or circumstances, shall be held invalid by a court of competent jurisdiction, the invalidity shall not affect any other provisions or applications of these Articles of Incorporation that can be given effect without the invalid provision or application, and to this end the provisions of these Articles of Incorporation are severable.

ARTICLE XV
Amendments

These Articles of Incorporation and the Corporation's Bylaws may be amended at any time upon the approval of the majority of the then elected and qualified directors; except that any amendment that will change the number of directors or the representation on the Board shall require the approval of no less than seventy-five (75%) percent of the then elected and qualified directors and any amendment that will change the purposes and/or powers of the Corporation shall require unanimous approval of the then elected and qualified directors.

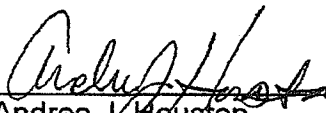
IN TESTIMONY WHEREOF, witness the signature of the undersigned on this 13 day of September, 2007.



ANDREA J. HOUSTON, Incorporator

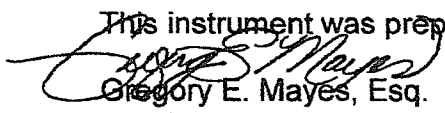
CONSENT OF REGISTERED AGENT

The undersigned, having been named in the Articles of Incorporation as the registered agent of the Corporation, hereby consents to serve in that capacity.



Andrea J. Houston

This instrument was prepared by:


Gregory E. Mayes, Esq.
Middleton Reutlinger
2500 Brown & Williamson Tower
Louisville, Kentucky 40202
(502) 584-1135

Ridgeway Properties LLC.
P.O. Box 1204
Prospect, KY 40059

Equal Housing Opportunity

Lease Agreement

This Lease made and entered into this, the 1st day of June, 2013, by and between Ridgeway Properties LLC. And agents, P.O. Box 1204, Prospect, Kentucky, 40059, a Kentucky corporation, hereafter referred to as the Lessor and Education First Foundation; a 501c 3 corp., hereinafter called Lessee.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the Lessor does now lease to the Lessee the following described property on the following terms and conditions:

1) Premises: That subject to the conditions, covenants and agreements herein contained, the Lessor hereby leases to Lessee those premises known as 101a Crescent Avenue in the city of Louisville, Jefferson County, Kentucky with a postal zip code 40206. Said offices are to be occupied by the Lessee as a business and for no other purpose.

2) Term: The term of this lease shall be for 12 months & 0 days. Occupancy commenced on the 1st day of June, 2013 and ending on the 31st day of May, 2014, unless sooner terminated as provided herein. If possession of the premises are delivered to the Lessee before the starting date of the lease, terms herein shall apply and rent for that period will be paid in advance, pro rata, from actual starting date. The Lessor shall not be liable for failure to deliver possession of leased premises on planned beginning date and will adjust rent to actual date of possession, on a pro rata basis.

3) Rent: The Lessee shall pay for the original term of this lease in the total sum of \$7200.00 payable in equal monthly installments of \$600.00, and payable on the 1st day of each month during the term. If the lease is extended or modified as provided herein, the rent shall be payable on the same day and in such amount as required hereunder. No demand of rent need be made at any time. It shall be the duty of the Lessee to pay same when due without demand. Five days after the rent in due, the monthly rental amount will increase to \$650.00.

Lessee shall provide closed container for garbage: YES _____ NO X _____

Lessee shall have garbage disposed of at their own expense: YES _____ NO X _____

4) Special Termination: Lessee may terminate this lease by giving the Lessor thirty days written notice of their intent to quit the possession of said premises and by the payment of six additional months penalty.

5) Place of payment of rent: Tenant shall pay or cause to be paid all rents on the due date to the Lessor at his address as set forth herein unless otherwise designated by the Lessor in writing.

6) Holdover Renewal: Lessee must notify the Lessor after expiration of lease term of intent to vacate office unit. **Notification must be made 30 days in advance on the 1st of the month.** If Lessee chooses to continue occupancy without an extended lease agreement, occupancy will continue on a month to month basis except the monthly rent shall be increased by no more than 10%.

7) Security Deposit: The Lessee shall deposit with the Lessor the sum of \$500.00 to guarantee the return of the premises to the landlord at the termination of this lease in as good as or better condition as when the Lessee took possession, subject to reasonable wear and tear, and further, to indemnify the Lessor against any defaults, damages, or losses caused by Lessee, or anyone on behalf of Lessee, or any occupant of the Leasehold premises or any guests, employees or agents of Lessee. At the termination of this lease, the security deposit will be returned to the Lessee after the deduction of any amounts reasonably required to cover the replacement of keys, damages to the premises, unpaid utilities, cleaning, restoration, past due rents, and any and all other amounts owed to the Lessor. The security deposit will be deposited at: First Capital Bank Account Number 0275069 escrow.

8) Possession and Use: The premises shall be used and occupied by the Lessee exclusively as a place of business. Lessee shall have the right to quiet enjoyment of the premises. Lessor retains the right to have free access to the premises at reasonable times for purposes of examining or exhibiting same, or to make any needed repairs or alterations of said premises which Lessor may deem necessary. If the Lessee vacates, permits removal or removes contents from leased premises while the lease is in force, or is adjudged bankrupt, the Lessor may annul and terminate this lease subject to a thirty day

written notice to the Lessee.

The Lessee shall not at any time use the premises or permit them to be used in a manner as to increase the rate of insurance thereof. Renters insurance should be obtained by the Lessee on their personal property, at their own expense.

The Lessee shall not obstruct the entries, passages, halls and stairways of said building, or permit the same to be obstructed nor shall the Lessee or any person under his/her control loiter or play therein, nor use or permit the same to be used for any purpose except for egress and ingress to and from said premises; AND NO CONTAINERS, CANS, BICYCLES OR TOYS OR OTHER OBJECTS OF ANYKIND SHALL BE PLACED IN THE HALLS OR LANDINGS BY THE LESSEE AND ANY AND ALL GUESTS OF THE LESSEE.

Any decorating of the walls of said premises by Lessee must have the approval of the Lessor in writing. The Lessee will be required to bring the walls back to move-in condition upon completion of the lease term.

NO ADDITIONAL LOCKS OR FASTENING OR ADHESIVES SHALL BE ATTACHED to any door or window of said premises unless approved by the Lessor and NO SPIKES, NAILS, SCREWS, OR HOOKS SHALL BE INSERTED INTO THE WALLS OR WOODWORK of said premises. Discretion must be exercised in the number of pictures, etc., that are attached to the premises, and the small nail type of hangars shall be used, NOT THE ADHESIVE TYPE, in attaching same.

Whenever furnished, any and all cleaning of draperies, curtains, carpeting, or other furnishings necessary or desirable shall be performed by a reputable dry cleaner and shall not be washed. The expense of such cleaning shall be born by the Lessee.

Lessee agrees premises, furnishings and any appliances will be left in a clean condition. Lessee also agrees to pay on demand for any damages the Lessee has caused, permitted or allowed, and upon being billed by the Lessor for the cost of repairing same such charges shall be considered as additional rent and then and there due.

9) Condition and Maintenance of the premises: Parties stipulate that they each have examined the premises including the grounds thereof, and the premises are in good working order and in safe, clean, and inhabitable condition except as may be specifically set forth in writing by an addendum as the same date of this lease, and attached to here and signed by both the Lessor and the Lessee. The absence of such written addendum signifies the acceptance of the premises by the Lessee and the absence of any defects set forth herein. Furthermore, the Lessee agrees to maintain said conditions and return to the Lessor, at leases end, the property in same condition. Lessee also agrees there have been no representations made by the Lessor or anyone for Lessor, as to alterations, decorating, repairing, altering, changing, or improving same. Lessees are not permitted to alter, change or affect the premises or adhere anything thereto, without prior written permission from Lessor. Anything done contrary hereto, or by permission, shall be restored to there original condition before vacating the office by the Lessee. Lessor agrees to maintain all mechanical equipment that is a part of the office structure to include HVAC systems, plumbing and electrical systems such as leaking faucets or failing light bulbs.

10) Casualty: In the event that the premises or any part thereof shall, during the term of this lease, or any extension or renewal thereof, be destroyed or damaged by fire or other casualties, so that same shall be rendered unfit for habitation or for the purpose of this lease, then, in such events, either party hereto at any time within five days of the happening of such events by notice in writing to the other, cancel this lease with all rents to be prorated up to the occurrence of such casualty. Unless the lease is so cancelled, the rents herein before designated shall be paid or a just and proportionate part thereof shall be suspended or abated until the premises have been completed. Lessor will be under no duty or obligation to effect any such repairs for any such casualty but shall have the continuing option in such event to immediately terminate this lease.

11) Assignment and Subletting: The premises shall not be assigned or sublet, either in whole or in

part, without the prior written consent of the Lessor. Should this provision be violated all considerations in rent shall be doubled while such violation continues without effecting the Lessor's right to terminate this lease.

12) Utilities: Lessee shall pay for all utilities marked below with a "T" and the Lessor will pay for all utilities marked below with an "O". "T" describing: TENANT "O" describing OWNER

Water & Sewer: O
Electricity: O
Natural Gas: O
Cable: T
Internet: T
Phone: T

13) New rules and regulations: The Lessor may make reasonable rules and regulations for the protection of said offices and the welfare and comfort of all tenants herein, and Lessee shall conform to and abide by same; and shall permit Lessor, or its agents, to enter upon said premises at all reasonable terms for any purpose or purpose in connection with the maintenance or operation of said office.

14) Lessee Property: The Lessor shall not be liable for any loss or damage to any property Lessee may have in said premises including the basement and basement lockers. Basement locations are susceptible to elevated moisture levels which may ruin clothing and furniture.

15) Occupancy: The premises are to be used as an Office for Education First Foundation and all associated employees

16) Breach of contract: Unless otherwise specified herein, if the Lessee shall fail to keep and perform any of the covenants, agreements or conditions of this lease on his/her part to be kept and performed, this lease shall automatically terminate at the time of such failure of performance, and Lessee agrees to surrender the premises to the Lessor as of said time without notice to quit, it being expressly agreed between the Lessor and the Lessee that such notice is hereby dispensed with, and if the Lessee refuses to surrender said premises to Lessor when the same is demanded, he shall pay to the Lessor triple the rent herein provided for it to be computed for the time he should have surrendered possession.

17) Notices: Any notices required herein or under applicable law shall be delivered or sent by mail to the person to whom those notices are due at the address set forth herein.

18) Construction: Should any part of this lease be constructed by any court to be unlawful then such construction shall not apply to the remainder of this lease that has not been so constructed to be lawful. In the event of any such construction by any court that any provision of this lease is unlawful, then the law of Kentucky relative to the rights, duties, and obligations to the party to the subject matter of this lease that was constructed to be lawful shall apply and to the parties shall be deemed bound thereto.

19) Binding effect: That the covenants and conditions herein contained shall apply to and bind the heirs, representatives and assigns of the parties hereto. IN TESTIMONY WHEREOF, witness the signature of the parties hereto this day and year first above written.

20) Co-signer: As a warning to any and all guarantors, the co-signer will assume full responsibility as outlined in this lease agreement. The co-signer will remain responsible until a new lease can be drawn up without the need of a guarantor, as determined by the Lessor. A guarantor is responsible for any and all damages which may occur during the term of tenancy. Other items which may fall under the co-signer's liabilities are limited to the contents of the lease agreement and any laws which may be deemed applicable.

LESSOR: _____

Date: 5-31-13

LESSEE: _____

Date: May 31, 2013

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Education First Foundation, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 4510 Pulaski Court	Requester's name and address (optional)
	City, state, and ZIP code Louisville, KY 40245	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number										
-			-							
Employer identification number										
2	6		-	1	1	3	7	6	3	5

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

Part II Certification

Under penalties of perjury, I certify that:

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

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶ Nov 9, 2013
------------------	----------------------------	---------------------------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

EDUCATION FIRST FOUNDATION, INC

General Information

Organization Number	0674062
Name	EDUCATION FIRST FOUNDATION, INC
Profit or Non-Profit	N - Non-profit
Company Type	KCO - Kentucky Corporation
Status	A - Active
Standing	G - Good
State	KY
File Date	9/21/2007
Organization Date	9/21/2007
Last Annual Report	6/3/2013
Principal Office	101 CRESCENT AVENUE SUITE A LOUISVILLE, KY 40206
Registered Agent	ANDREA J HOUSTON 4510 PULASKI COURT LOUISVILLE, KY 40245

Current Officers

CEO	<u>Andrea Houston</u>
President	<u>Janice Leavell</u>
Vice President	<u>Ben Johnson</u>
Secretary	<u>Tonya Trumbo</u>
Treasurer	<u>Yonbretta Stewart</u>
Trustee	<u>Anthony Smith</u>
Trustee	<u>Juan Alexander</u>
Director	<u>Ben Johnson</u>
Director	<u>Anthony Smith</u>
Director	<u>Yonbretta Stewart</u>
Director	<u>Juan Alexander</u>
Director	<u>Andrea Houston</u>
Director	<u>Janice Leavell</u>
Director	<u>Tonya Trumbo</u>

Individuals / Entities listed at time of formation

Director	<u>ANDREA J HOUSTON</u>
Director	<u>IANICE LEAVELL</u>
Director	<u>CANDACE BELL</u>
Director	<u>ANTHONY SMITH</u>
Incorporator	<u>ANDREA J HOUSTON</u>

Images available online

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

Principal Office Address Change	6/3/2013 10:08:37 PM	1 page	PDF
Annual Report	6/3/2013	1 page	PDF
Annual Report	6/20/2012	1 page	PDF
Annual Report	6/28/2011	1 page	PDF
Annual Report Amendment	10/14/2010	1 page	PDF
Annual Report	8/2/2010	1 page	PDF
Annual Report	6/30/2009	1 page	PDF
Annual Report	7/17/2008	1 page	PDF
Articles of Incorporation	9/21/2007	6 pages	tiff PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	6/3/2013 10:11:43 PM	6/3/2013 10:11:43 PM	
Principal office change	6/3/2013 10:08:37 PM	6/3/2013 10:08:37 PM	
Annual report	6/20/2012 9:04:00 AM	6/20/2012 9:04:00 AM	
Annual report	6/28/2011 1:38:14 PM	6/28/2011 1:38:14 PM	
Amendment to annual report	10/14/2010 7:04:13 PM	10/14/2010 7:04:13 PM	
Annual report	8/2/2010 7:13:48 PM	8/2/2010 7:13:48 PM	
Annual report	6/30/2009 8:40:02 PM	6/30/2009 8:40:02 PM	
Annual report	7/17/2008 10:33:00 AM	7/17/2008 10:33:00 AM	
Add	9/21/2007 9:50:40 AM	9/21/2007	

Microfilmed Images

Smith, Chanelle Emily

From: Shanklin, Barbara
Sent: Friday, January 17, 2014 1:03 PM
To: Smith, Chanelle Emily

Chanelle it is ok for Norma Maddox to sign the application for Education First in my behalf.
Thanks
CW Shanklin.

Smith, Chanelle Emily

From: Shanklin, Barbara
Sent: Friday, January 17, 2014 1:03 PM
To: Smith, Chanelle Emily

Chanelle it is ok for Norma Maddox to sign the application for Education First in my behalf.
Thanks
CW Shanklin.

NDF NON-PROFIT APPLICATION CHECKLIST

Legal Name of Applicant Organization:		
Program Name:	Request Amount:	Yes/No/NA
Request form: Is the NDF request form signed by all Council Member(s) appropriating funding?		Yes
Request form: Is the funding proposed less than or equal to the request amount?		Yes
Request form: Have all known Council or Staff relationships to the Agency been adequately disclosed on the cover sheet?		Yes
Application Page 1: Has prior Metro funds committed/granted been disclosed?		Yes
Application Page 1: Is the application properly signed and dated by authorized signatory?		Yes
Application Page 3: Reimbursement funding – One or two boxes checked if any expenses are incurred before the grant award period. Is all required documentation included?		—
Application Pages 3 – 5: Is the proposed public purpose of the program well-documented?		Yes
Application 4: Is there adequate documentation of how the proceeds of the fundraiser will be spent?		Yes
Application Budget Page 6: Does the application budget reflect only the revenue and expenses of the project/program (page 6) if the request is not an operating budget request? Is all detail schedules included for “Metro, Non Metro and Total” expense funds for client assistance, community events & festivals and other expenses? And does the Non-Metro Revenue equal the Non-Metro expenses?		Yes
Faith Based Organizations: Is the signed Faith Based Form signed and included?		—
Jefferson County Only: Will all funding be spent in Louisville/Jefferson County?		—
Capital Project(s) request: Is the cost estimate(s) from proposed vendor(s) included?		—
Good Standing: Is the entity in good standing with: <ul style="list-style-type: none"> • Kentucky Secretary of State – include Secretary of State website information on organization • Louisville Metro Government – check OMB monthly report filed in Council Financial Reports • Internal Revenue Service – most recent Form 990 included 		Yes
Separate Taxing Districts: If Metro funding is for a separate taxing district, is the funding appropriated for a program outside the legal responsibility of that taxing district?		—
Small Cities: Is the resolution included agreeing to partner with Louisville Metro on the capital project? (IRS Determination letter not required, Form 990 not required, but KY SOS acknowledgement is)		Yes
Operating Requests: Is recommended operating funding less than or equal to 33% of total operating budget?		—
IRS Exempt Proof: Is proof of Tax Exempt status of 501(c) 3, 4, 6, 19, 1120-H included?		Yes
Operating Budget: Is the organization’s current fiscal year operating budget included?		Yes
Ordinance Required: Is the amount committed by Council members greater than \$5,000 to any one project/program within an organization in this fiscal year.		—
Board Members: Is the entity’s board member list (with term length/term limits) included?		Yes
Staff: Is a list of the highest paid staff included with their expected annual personnel costs?		N/A
Annual Audit: Is the most recent annual audit (if required by organization) included?		N/A
Rent Requests: Is a copy of signed lease included?		N/A
Articles of Incorporation: Are the Articles of Incorporation of the organization included?		Yes
IRS Form W-9: Is the IRS Form W-9 included?		Yes
Evaluation Forms: Are the evaluation forms (if program participants are given evaluation forms) included?		N/A
Affirmative Action: Affirmative Action/Equal Employment Opportunity plan and/or policy statement included (if required by the organization)?		N/A
Prepared by: JARED SMELSER-DEARING		Date: