O-194-26

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

Applicant/Program: Feed Louisville Inc./ Operating costs
Applicant Requested Amount: 78000
Appropriation Request Amount: 4250

Executive Summary of Request

Feed Louisville Inc. is requesting operational support to achieve their mission of preventing food from going to waste and use it to make beautiful meals for Louisville's unhoused and food insecure communities. Council funding will go toward personnel, rent, and program materials.

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

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

District #	Primary Sponsor Signature	Amount	Date
3	Shameka Parrish-Wright	3000	6/18/2026

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.
Councilwoman Parrish-Wright is a Board Member

Approved by:

____

Appropriations Committee Chairman Date

Final Appropriations Amount: _______

Applicant/Program:
Feed Louisville Inc./operating costs

Additional Disclosure and Signatures

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

Councilwoman Parrish-Wright is an unpaid board member of Feed Louisville.

Council Member Signature and Amount

District 1 ______________________ $__________

District 2 ______________________ $__________

District 3 ______________________ $__________

District 4 ______________________ $__________

District 5 ______________________ $__________

District 6 ______________________ $__________

District 7 ______________________ $__________

District 8 ______________________ $__________

District 9 ______________________ $__________

District 10 ______________________ $__________

District 11 ______________________ $__________

District 12 ______________________ $__________

District 13 ______________________ $__________

District 14 ______________________ $__________

District 15 J Chappell $ 1,000

Applicant/Program: Feed Louisville Inc./operating costs

Additional Disclosure and Signatures

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

District 16 ______________________ $__________

District 17 ______________________ $__________

District 18 ______________________ $__________

District 19 ______________________ $__________

District 20 ______________________ $__________

District 21 ______________________ $__________

District 22 ______________________ $__________

District 23 ______________________ $__________

District 24 Ginny Mulvey-Woolridge $ 250

District 25 ______________________ $__________

District 26 ______________________ $__________

LOUISVILLE METRO COUNCIL
NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Legal Name of Applicant Organization Feed Louisville Inc.

Program Name and Request Amount Operational Support $78,000

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

Prepared by: Benjamin Harlan Date: 6/18/2026

Print Form

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

Legal Name of Applicant Organization:
(as listed on: http://www.sos.ky.gov/business/records Feed Louisville Inc

Main Office Street & Mailing Address: 1334 Story Avenue, Louisville, KY 40206

Website: www.feedlouisville.org

Applicant Contact:	Rhona Bowles Kamar	**Title:**	Executive Director
Phone:	502 876-2287	**Email:**	rhona@feedlouisville.org
Financial Contact:	Lisa Crain	**Title:**	Office Manager
Phone:	502-418-7443	**Email:**	accounting@feedlouisville.org

Organization's Representative who attended NDF Training: LISA CRAIN

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

Program Facility Location(s):	Butchertown, Louisville, KY		
Council District(s):	4	**Zip Code(s):**	40206

PROGRAM/PROJECT NAME: Feed Louisville

Total Request: ($)	$78,000	**Total Metro Award (this program) in previous year: ($)**	0

Purpose of Request (check all that apply):

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

The Following are Required Attachments:

- [x] IRS Exempt Status Determination Letter
- [x] Current year projected budget
- [x] Current financial statement
- [x] Most recent IRS Form 990 or 1120-H
- [x] Articles of Incorporation (current & signed)
- [ ] Cost estimates from proposed vendor if request is for capital expense
- [x] Signed lease if rent costs are being requested
- [x] IRS Form W9
- [ ] Evaluation forms if used in the proposed program
- [ ] Annual audit (if required by organization)
- [ ] Faith Based Organization Certification Form, if applicable

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

Source:		Amount: ($)	
Source:		Amount: ($)	
Source:		Amount: ($)	

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

Applicant's Initials rbk

SECTION 3 – AGENCY DETAILS

Describe Agency's Vision, Mission and Services:

Mission
Our mission is to prevent perfectly good food from going into the landfill and use it to make beautiful meals for our unhoused and food insecure community.
We reduce hunger while reducing food waste.

Vision
Our vision is to grow in our niche as the go-to for food producers to donate their overproduced food that we share with
our network of organizations feeding the community daily.
We can rescue more food and feed more people.

Services
Community Meals / Hunger Relief
Food Recovery
Grocery Redistribution

Applicant's Initials rbk

SECTION 4 - BOARD OF DIRECTORS AND PAID STAFF

Board Member	Term End Date
Patty Walker FitzGerald	12/31/2027
Maz Masri	12/31/2028
Anne Shadle	12/31/2027
Tracy Morrison	12/31/2027
Shameka L. Parrish-Wright	12/31/2027
Bill Wade	1/31/2029
Amy Shir	12/31/2027

Describe the Board term limit policy:

c. Members of the Board shall serve for one or more terms of three years each. No person shall serve more than 6 consecutive years. Board members shall be elected at the first meeting of the calendar year.

Three Highest Paid Staff Names	Annual Salary
Rhona Bowles Kamar	$102,800
Jamie Jorrisch	$85,000
Lisa Crain	$70,000

Applicant's Initials rbk

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.):

Feed Louisville annually recovers thousands of pounds of still-viable food (approximately 500,00 in 2025) and prepares hundreds of meals a day (150,000 in 2025) and redistributes other food resources in the form of pantry staples, snacks and produce (335,000 pounds in 2025). These meals and other resources are distributed throughout the city to those experiencing hunger and food insecurity through a network of human service agencies and grassroots orgs.

We are on track to rescue, prepare, and redistribute the same amount of food this year.

This funding is to cover the cost of meals and expenses related to grocery redistribution (not the food itself) for one year. Please see attached community impact report from 2025 for the number of meals and dollar value as well as number of pounds of rescued food we redistributed and dollar value.

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

This funding will cover costs that make it possible for our team to recover food and redistribute it to the community: cost of food purchased to supplement the rescued food, kitchen staff to prepare the meals, packaging and other supplies, drivers and vehicle expenses to pick up the food resources and deliver to feeding partners, as well as kitchen rental.

Requested Funds-
Personnel Cost & Benefits- $25,000.00 -drivers for delivery vehicles
Rent- $8000.00
Program Materials- $45,000.00
-include cost of food and fuel for vehicles

Applicant's Initials rbk

LOUISVILLE METRO COUNCIL NEIGHBORHOOD DEVELOPMENT FUND APPLICATION

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

n/a

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.

Applicant's Initials rbk

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:

Feed Louisville addresses food insecurity by recovering surplus food, preparing nutritious meals, and distributing fresh food resources through a network of community partners serving individuals and families experiencing hunger. The program benefits participants by increasing access to healthy food, reducing barriers to nutrition, and providing consistent food support to vulnerable populations across Louisville.

Key measurable outcomes include:

- Number of individuals receiving meals and food resources
- Number of nutritious meals distributed
- Pounds of food recovered and redirected from landfill to community use
- Pounds of fresh produce and grocery items distributed
- Number of community partner organizations receiving food support
- Number of households accessing healthy food through neighborhood distribution sites
- Percentage of food distributed that consists of fresh produce, proteins, and other nutrient-dense foods

Feed Louisville utilizes a combination of operational tracking systems, partner reporting, and internal data collection to measure impact. All incoming food donations are weighed and recorded by source. Prepared meals, grocery distributions, and produce deliveries are tracked through inventory and distribution records maintained by staff.

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.

We partner with 200 plus restaurants, caterers, farmers, grocers and other food producers to rescue their still-viable surplus food annually.

Our feeding partners consist of organizations like: VOA, St. Johns Center, Arthur Street Hotel, Up for Women and Children, Center for Women and Famillies, La Casita, Hope Village and many more. Please see the attached flyer for a look at the human service agencies we partnered with in 2025.

Our partners are addressing a wide range of issues faced by our community members, ranging from homelessness to domestic violence to mental health and substance use disorders. Our ability to provide them with food resources for their clients removes the first and critical barrier of hunger that prevents them from focusing on resolving their other challenges.

Applicant's Initials rbk

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 Proposed Metro Funds	Column 2 Non-Metro Funds	Column (1+2)=3 Total Funds
A: Personnel Costs Including Benefits	25,000	407,936	432,936
B: Rent/Utilities	8,000	73,000	81,000
C: Office Supplies			0
D: Telephone			0
E: In-town Travel			0
F: Client Assistance (See Detailed List on Page 8)			0
G: Professional Service Contracts			0
H: Program Materials	45,000	45,000	90,000
I: Community Events & Festivals (See Detailed List on Page 8)			0
J: Machinery & Equipment			0
K: Capital Project			0
L: Other Expenses (See Detailed List on Page 8)			0
****TOTAL PROGRAM/PROJECT FUNDS***	78,000	525,936	603,936
% of Program Budget	4.28%		**100%**

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

Other State, Federal or Local Government	
United Way	
Private Contributions (do not include individual donor names)	525,936
Fees Collected from Program Participants	
Other (please specify)	
Total Revenue for Columns 2 Expenses **	525,936

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

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

Applicant's Initials rbk

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 Proposed Metro Funds	Column 2 Non-Metro Funds	Column (1 + 2)=3 Total Funds
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total	0	0	0

Applicant's Initials rbk

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).

Volunteer Hours	$313,830	$28.53/hour 82 volunteers/week rbk, 5hrs/wk rbk
Donated Food	$1,821,300	$3.90/pound
Total Value of In-Kind ***(to match Program Budget Line Item.*** Volunteer Contribution &Other In Kind)	$2,135,130	

*** 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, 2016 - December 31 2016 rbk

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:

Applicant's Initials rbk

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.

Councilwoman Parrish-wright is an unpaid board member.

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:	Rhona Kamar	**Date:**	6/2/2026
Legal Signatory: (please print):	Rhona Kamar	**Title:**	Executive Director

Phone:	502-876-2287	**Extension:**		**Email:**	rhona@feedlouisville.org

Louisville Metro Government
Office of Management and Budget

Neighborhood Development Fund Training Attestation

Grantee Organization Name: Feed Louisville

Grantee Representative Name: Lisa Crain

I agree that I am an authorized representative and/or signatory of the organization named above and attest to having viewed the Neighborhood Development Fund training presentation. I understand the reporting requirements of the Neighborhood Development Fund grant. Additionally, after viewing the presentation, I have correctly answered the below questions.

Please check:

☑ I viewed the NDF training material on the website

Answer the following questions before signing (Circle or write in the correct answer).

1. The NDF funding your agency received is a gift from LMG? True or False
2. Name the three budget categories that require a detail list.
   Client Assistance, Community Events+Fest and Other
3. If your agency charged gross pay to NDF, you are required to provide additional documentation to satisfy reporting requirements. True or False
4. Which four questions should your financial support documentation answer at all times?
   Who, What, When and Where
5. Your agency is considered noncompliant if you do not account for funds received and/or your financial report is missing support documentation? True or False
6. Canceled check, bank statement, invoice and receipt are considered proof of payment. True or False.

Grantee Representative Signature

Date 6/8/26

NOTE: Please return to Roxanne Steele

E-mail address:	Roxanne.Steele@louisvilleky.gov	Fax:	502-574-3219
Mailing Address:	Louisville Metro Government ATTN: NDF Coordinator 611 West Jefferson St. Louisville, KY 40202		

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
IRS P.O. Box 2508
Cincinnati, OH 45201

FEED LOUISVILLE INC
2005 DOUGLASS BOULEVARD
LOUISVILLE, KY 40205

Date:
04/20/2022
Employer ID number:
87-4508530
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
January 07, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053503005182

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

[illegible]		
Approved 1/14/26		
Income		
Contributions from Individuals		
Community Events	$	26,000
Donations directed by individuals	$	190,000
Give for Good	$	30,000
Earned Revenue		
Catering	$	40,000
Food Service Contracts	$	224,000
Merchandise Revenue	$	5,000
Zest Billed Revenue	$	300,000
Zest Catering	$	9,000
Gifts from Corporations and Foundations		
Corporate and foundations gifts	$	560,000
Volunteer Matching	$	20,000
Grants from Corporations and foundations		
Corporate & foundation grants	$	493,333
Government grants & contracts	$	60,000
Sponsorships	$	20,000
Investment income		
Interest/Dividends NYL		
Billable Expense Income	$	20,000
Total for Income	$	1,997,333
Advertising & marketing		
Advertising & marketing	$	2,000
Awards & grants to others		

Assistance	$	1,000
Gifts to other non profits	$	2,000
Disaster Relief Expenses	$	1,000
Arthur Street		
Arthur Street Snacks and coffee	$	12,500
Cell Phones Arthur Street	$	8,000
Community Building		
Board Expenses	$	2,000
Staff Expenses	$	4,000
Professional Development	$	10,000
Partnership and Community	$	2,000
Contract & professional fee		
Independent Contractors	$	67,000
Accounting fees	$	15,000
Investment management fees	$	500
Legal fees	$	4,000
PR consultant	$	26,400
Fundraising Expenses		
Fundraising Expenses	$	10,000
Merchandise Expenses	$	3,000
Catering Cost of Goods	$	14,000
Grant Writer	$	35,000
Zest Expenditures		
Zest Catering expenses		
Zest Cost of Food	$	70,000
Zest farmer purchased food	$	33,000
Zest Menu Development	$	1,500
Zest Packaging	$	18,000
Zest Supplies & Materials	$	750
Insurance		

Liability insurance	$	13,000
Kitchen Expenditures		
Cost of food	$	90,000
Farmer Purchased food	$	15,000
Packaging	$	40,500
Kitchen Operations		
Food handlers license	$	200
Kitchen Equipment	$	5,000
Kitchen Smallwares	$	2,000
Linens	$	6,200
Supplies & materials	$	31,000
Trash Removal + Recycling	$	4,000
Occupancy		
Rent	$	36,000
Utilities	$	45,000
Office expenses		
Bank fees & service charges	$	6,000
Computer + other technology	$	2,500
Internet & TV services & Phone	$	2,700
Memberships & subscriptions	$	12,000
Office supplies	$	5,500
Printing & photocopying	$	600
Shipping & postage	$	500
Payroll expenses		
Dental and vision insurance	$	3,200
Group term life insurance	$	2,000
Health insurance & accident plans	$	45,000
PayFwds Billing Fee	$	3,500
Payroll Tax Expenses	$	70,000
Salaries - Admin	$	297,094

$ 818,585.00 total salaries

Salaries - Kitchen	$ 421,144
Salaries - Zest	$ 100,347
COLA raises	$ 22,920
Merit Raise Margin	$ 5,000
Workers' compensation insurance	$ 1,800
Taxes	$ 3,500
QuickBooks Payments Fees	$ 14,000
Repairs & maintenan	
Repair	$ 20,000
Pest control	$ 1,800
Travel	
Travel	$ 6,000
Vehicle expenses	
Parking & tolls	$ 600
Vehicle gas & fuel	$ 6,000
Vehicle registration	$ 800
Vehicle repairs	$ 4,000
Total Expenses	1,689,055
Plus additional salaries	$ 121,800
Plus LUL grant expenses	$ 58,803
TOTAL PROJECTED EXPENSES	1,889,658
TOTAL PROJECTED REVENUE	1,997,833
Projected Difference	127,675

Feed Louisville

Balance Sheet

As of Jun 3, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
Feed Lou Petty Cash	112.00
FIN	-100.00
PNC OPERATING 2588	59,497.11
SYB Judge Family Gift 2917	145,833.35
SYB Operating 2887	24,171.71
SYB Reconstruct 2925	131,586.00
SYB Unrestricted Reserve 8461	292,082.21
Total for Bank Accounts	**$653,182.38**
Accounts Receivable	
Accounts Receivable (A/R)	17,010.30
Total for Accounts Receivable	**$17,010.30**
Other Current Assets	
Brokerage NYL	53,786.45
Payments to deposit	0.00
Payroll Advance	3,751.10
Total for Other Current Assets	**$57,537.55**
Total for Current Assets	**$727,730.23**
Fixed Assets	
Computer Equipment - Arthur Street	6,708.00
Furniture & fixtures	10,661.00
Kitchen Equipment	48,246.87
Office Equipment	104.68
Oven Installation	5,200.00
Vehicles	87,360.50
Walk-In Refridgerator	0.00
Total for Fixed Assets	**$158,281.05**
Total for Assets	**$886,011.28**

Feed Louisville

Balance Sheet

As of Jun 3, 2026

	Total
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	376.85
Total for Accounts Payable	**$376.85**
Other Current Liabilities	
Customer prepayments	0.00
Lines of credit	0.00
Payroll Liabilities	0.00
Short-term business loans	0.00
Total for Other Current Liabilities	**$0.00**
Total for Current Liabilities	**$376.85**
Total for Liabilities	**$376.85**
Equity	
Opening balance equity	2,308.52
UnRealized Gain/Loss	1,739.65
Retained Earnings	1,037,009.88
Net Income	-155,423.62
Total for Equity	**$885,634.43**
Total for Liabilities and Equity	**$886,011.28**

FOR TAX YEAR 2024

FEED LOUISVILLE INC

Associates in Accounting CPA

9405 Mill Brook Road Suite 102

Louisville, KY 40223

(502)451-8678

April 25, 2025

ASSOCIATES IN ACCOUNTING CPA

Feed Louisville Inc
1334 Story Avenue
Louisville, KY 40206

Dear Rhonna:

Federal Income Tax Return Filing Instructions
Enclosed is the **2024 Form 990**, U.S. Income Tax Return for a tax-exempt organization, prepared for **Feed Louisville Inc** from the information provided. This return will be e-filed with the IRS once we receive a signed Form 8879-TE, IRS e-file Signature Authorization for Form 990.

NOTE: The signed Form 8879-TE must be received in our office by November 17, 2025 to be electronically filed by the deadline. Please sign and date, then return the form to our office by mail or portal.

Associates in Accounting, CPA
9405 Mill Brook Road, Suite 102
Louisville, Ky 40223
Fax: 502-451-4375
Email: taxdata@aia-cpa.com

The organization's **federal return** reflects **neither a refund nor a balance due.**

Our office recommends that all tax returns or payments that must be mailed into the government agency need to be certified mailed, giving you proof of mailing. Your local post office can help you with this process.

Thank you for the opportunity to be of service. For further assistance with your tax needs, contact our office at (502)451-8678.

Sincerely,

Rick Fields
Associates in Accounting CPA

	Acknowledgement and General Information for Entities That File Returns Electronically	2024
Name(s) as shown on return: Feed Louisville Inc		Tax ID Number: **-***8530

Entity address

1334 Story Avenue

Louisville, KY 40206

Thank you for participating in IRS e-file.

1. [X] 2024 8868-01 income tax return for Federal was filed electronically. The electronic filing services were provided by Associates in Accounting CPA .

2. [X] 8868-01 income tax return was accepted on 03-19-2025 using a Personal Identification Number (PIN) as an electronic signature. The entity entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN signature. The submission ID assigned to this return is 61096520250784vqmyi0 .

PLEASE DO NOT SEND A PAPER COPY OF ENTITY'S RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047
2024
Open to Public Inspection

A For the 2024 calendar year, or tax year beginning , 2024, and ending , 20

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

C Name of organization: Feed Louisville Inc
Doing business as:
Number and street (or P.O. box if mail is not delivered to street address): 1334 Story Avenue | Room/suite:
City or town, state or province, country, and ZIP or foreign postal code: Louisville, KY 40206

D Employer identification number: 87-4508530
E Telephone number: (502)876-2287
G Gross receipts $ 2,751,724

F Name and address of principal officer: Rhona B Kamar
933 Mary Street Louisville, KY 40204

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: www.feedlouisville.org

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other
L Year of formation: 2022
M State of legal domicile: KY

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: Feed Louisville meets the daily basic human needs of our unhoused community while working to remove the barriers to permanent housing.

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	11
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	11
5	Total number of individuals employed in calendar year 2024 (Part V, line 2a)	5	46
6	Total number of volunteers (estimate if necessary)	6	
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	5,518,088	2,751,699
	9	Program service revenue (Part VIII, line 2g)		0
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		25
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		0
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	5,518,088	2,751,724
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		2,069
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	1,568,841	819,824
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		14,967
	b	Total fundraising expenses (Part IX, column (D), line 25) 58,167		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	3,611,101	2,094,298
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	5,179,942	2,931,158
	19	Revenue less expenses. Subtract line 18 from line 12	338,146	(179,434)

			Beginning of Current Year	End of Year
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	619,571	442,920
	21	Total liabilities (Part X, line 26)	25,000	25,000
	22	Net assets or fund balances. Subtract line 21 from line 20	594,571	417,920

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

Rhona B Kamar
Signature of officer | Date

Rhona B Kamar, Director
Type or print name and title

Paid Preparer Use Only

Preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Rick Fields	Rick Fields	04-25-2025		P00530036

Firm's name: Associates in Accounting CPA | Firm's EIN:
Firm's address: 9405 Mill Brook Road Suite 102, Louisville KY 40223 | Phone no. 502-451-8678

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

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:

Feed Louisville meets the daily basic human needs of our unhoused community while working to remove the barriers to permanent housing.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . . ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . . ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 1,907,451 including grants of $) (Revenue $ 2,751,724)

Serving the housseless community with food & supplies.

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

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

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

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses 1,907,451

Part IV Checklist of Required Schedules

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

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

			Yes	No
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*	22		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*	23		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*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
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?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
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*	25a		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*	25b		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29	X	
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		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*	32		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*	33		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*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		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*	35b		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*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.	38	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	1a	10			
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c		

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Line	Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	46			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?			2b	X	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?			3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*			3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?			4a		X
b	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).					
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?			5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?			5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?			5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?			6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?			6b		
7	**Organizations that may receive deductible contributions under section 170(c).**					
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?			7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?			7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?			7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d				
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?			7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?			7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?			7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?			7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?			8		
9	**Sponsoring organizations maintaining donor advised funds.**					
a	Did the sponsoring organization make any taxable distributions under section 4966?			9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?			9b		
10	**Section 501(c)(7) organizations.** Enter:					
a	Initiation fees and capital contributions included on Part VIII, line 12	10a				
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b				
11	**Section 501(c)(12) organizations.** Enter:					
a	Gross income from members or shareholders	11a				
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b				
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?			12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b				
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**					
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.			13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b				
c	Enter the amount of reserves on hand	13c				
14a	Did the organization receive any payments for indoor tanning services during the tax year?			14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*			14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.			15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.			16		X
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.			17		

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 on 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 . . . 1a: 11. 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 on Schedule O.				
b	Enter the number of voting members included on line 1a, above, who are independent . . . 1b: 11				
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?	2			X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?	3			X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5			X
6	Did the organization have members or stockholders?	6			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?	7a			X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		X	
b	Each committee with authority to act on behalf of the governing body?	8b		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 on Schedule O*	9			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?	10a		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?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe on 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*	12a		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c		
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		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	15a	X	
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
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?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	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 (1024 or 1024-A, 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 on Schedule O)*

19 Describe on 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.

Rhona Kamar (502)876-2287, 933 Mary Street, Louisville, KY 40204

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 the 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, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) 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.

See the instructions for the order in which to list the persons above.

☐ 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): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) Rhona B Kamar Director	40.00	X		X				89,251	0	0
(2) Marie Bingle Vice Chair	1.00	X						0	0	0
(3) Scott Brian Treasurer	1.00	X						0	0	0
(4) Maz Masri Chair	2.50	X						0	0	0
(5) Tracy Morrison Secretary	1.00	X						0	0	0
(6) Shameka L Parrish-Wright Board Member	1.00	X						0	0	0
(7) Shreeta Waldon Board Member	1.00	X						0	0	0
(8) Patty Walker-FitzGerald Board Member	1.50	X						0	0	0
(9) Faith Bushnaq Director	1.00	X						0	0	0
(10) Jaime Jorrisch Director	1.25	X						0	0	0
(11) Anne Shadle Director	1.00	X						0	0	0
(12) Abra Sickles Director	1.00	X						0	0	0
(13) Bill Wade Director	1.00	X						0	0	0
(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: Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC/1099-NEC)	(E) Reportable compensation from related organizations (W-2/1099-MISC/1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								89,251	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
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

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

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

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

Part VIII Statement of Revenue

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

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	72,055				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	2,679,644				
	g Noncash contributions included in lines 1a-1f	1g	$ 1,387,864				
	h Total. Add lines 1a-1f			2,751,699			
Program Service Revenue			Business Code				
	2a						
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f						
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)			25	25		
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
			(i) Real / (ii) Personal				
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss)						
			(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales expenses	7b					
	c Gain or (loss)	7c					
	d Net gain or (loss)						
	8a Gross income from fundraising events (not including $ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
	9a Gross income from gaming activities. See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory						
Miscellaneous Revenue			Business Code				
	11a						
	b						
	c						
	d All other revenue						
	e Total. Add lines 11a-11d						
	12 Total revenue. See instructions			2,751,724	25	0	0

Part IX Statement of Functional Expenses

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

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

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21	2,069	2,069		
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	89,251		89,251	
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	621,017		621,017	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	41,088		41,088	
10 Payroll taxes	68,468		68,468	
11 Fees for services (nonemployees):				
a Management	8,116		8,116	
b Legal	76		76	
c Accounting	4,758		4,758	
d Lobbying				
e Professional fundraising services. See Part IV, line 17	14,967			14,967
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	3,849		3,849	
12 Advertising and promotion	9,900		9,900	
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	34,947	34,947		
17 Travel	117		117	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization				
23 Insurance	33,672		33,672	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a Arthur Street Expenses	23,720	23,720		
b Grant Fees	43,200			43,200
c Community Building	6,914	6,914		
d Professional Services	1,381,064	1,381,064		
e All other expenses	543,965	458,737	85,228	
25 **Total functional expenses.** Add lines 1 through 24e	2,931,158	1,907,451	965,540	58,167
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here [ ] if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

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

				(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing		475,078	1	262,075
	2	Savings and temporary cash investments			2	
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net			4	
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)			6	
	7	Notes and loans receivable, net			7	
	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 167,882			
	b	Less: accumulated depreciation	10b	139,074	10c	167,882
	11	Investments - publicly traded securities			11	
	12	Investments - other securities. See Part IV, line 11			12	
	13	Investments - program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11		5,419	15	12,963
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)		619,571	16	442,920
Liabilities	17	Accounts payable and accrued expenses			17	
	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 any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties		25,000	24	25,000
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D			25	
	26	**Total liabilities.** Add lines 17 through 25		25,000	26	25,000
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here** ☒ **and complete lines 27, 28, 32, and 33.**				
	27	Net assets without donor restrictions		594,571	27	417,920
	28	Net assets with donor restrictions			28	
		Organizations that do not follow FASB ASC 958, check here ☐ **and complete lines 29 through 33.**				
	29	Capital stock or trust principal, or current funds			29	
	30	Paid-in or capital surplus, or land, building, or equipment fund			30	
	31	Retained earnings, endowment, accumulated income, or other funds			31	
	32	Total net assets or fund balances		594,571	32	417,920
	33	Total liabilities and net assets/fund balances		619,571	33	442,920

Part XI **Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI . . . . . [X]

1	Total revenue (must equal Part VIII, column (A), line 12)	1	2,751,724
2	Total expenses (must equal Part IX, column (A), line 25)	2	2,931,158
3	Revenue less expenses. Subtract line 2 from line 1	3	(179,434)
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	594,571
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	2,783
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	417,920

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: [X] Cash [ ] Accrual [ ] Other ______ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. [ ] Separate basis [ ] Consolidated basis [ ] Both consolidated and separate basis	2a		X
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. [ ] Separate basis [ ] Consolidated basis [ ] Both consolidated and separate basis	2b		X
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		X
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

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.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

Name of the organization	Employer identification number
Feed Louisville Inc	87-4508530

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).)

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 on 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 must generally satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . ☐

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

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

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

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) . . . 12

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f)) . . . 14 %

15 Public support percentage from 2023 Schedule A, Part II, line 14 . . . 15 %

16a **33 1/3% support test - 2024.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . ☐

b **33 1/3% support test - 2023.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . ☐

17a **10%-facts-and-circumstances test - 2024.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . ☐

b **10%-facts-and-circumstances test - 2023.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . ☐

Part III **Support Schedule for Organizations Described in Section 509(a)(2)**
(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")			1,974,030	5,463,251	2,751,699	10,188,980
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				53,837		53,837
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5			1,974,030	5,517,088	2,751,699	10,242,817
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b	0	0	0	0	0	0
8 **Public support.** (Subtract line 7c from line 6.)						10,242,817

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
9 Amounts from line 6			1,974,030	5,517,088	2,751,699	10,242,817
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources					25	25
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b					25	25
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	0	0	1,974,030	5,517,088	2,751,724	10,242,842

14 **First 5 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 2024 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2023 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2024** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2023** Schedule A, Part III, line 17	18	%

19a **33 1/3% support tests - 2024.** 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 - 2023.** 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 on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Line	Yes	No
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.*	1		
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).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
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.*	3b		
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.*	3c		
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 lines 4b and 4c below.*	4a		
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.*	4b		
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.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c 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).*	5a		
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?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
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**.*	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as 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).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
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**.*	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in **Part VI**.*	9b		
c	Did a disqualified person (as defined on 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**.*	9c		
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 line 10b below.*	10a		
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.)*	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 on lines 11b and 11c below, the governing body of a supported organization?	11a		
b	A family member of a person described on line 11a above?	11b		
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in **Part VI.***	11c		

Section B. Type I Supporting Organizations

			Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, 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 officers, 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 on line 2, above, 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 ☐ The organization satisfied the Activities Test. *Complete **line 2** below.*
- b ☐ The organization is the parent of each of its supported organizations. *Complete **line 3** below.*
- c ☐ The organization supported a governmental entity. *Describe in **Part VI** how you supported a governmental entity (see instructions).*

			Yes	No
2	Activities Test. ***Answer lines 2a and 2b 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, how 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 on line 2a, above, 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 lines 3a and 3b 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? *If "Yes" or "No," 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	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3.	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B - Minimum Asset Amount			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors *(explain in detail in **Part VI**)*:			
2	Acquisition indebtedness applicable to non-exempt-use assets	2		
3	Subtract line 2 from line 1d.	3		
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 0.035.	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C - Distributable Amount				Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1		
2	Enter 0.85 of line 1.	2		
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3		
4	Enter greater of line 2 or line 3.	4		
5	Income tax imposed in prior year	5		
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

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

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

Section D - Distributions		**Current Year**
1 Amounts paid to supported organizations to accomplish exempt purposes	1	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4 Amounts paid to acquire exempt-use assets	4	
5 Qualified set-aside amounts (prior IRS approval required - *provide details in **Part VI***)	5	
6 Other distributions *(describe in **Part VI**)*. See instructions.	6	
7 **Total annual distributions.** Add lines 1 through 6.	7	
8 Distributions to attentive supported organizations to which the organization is responsive *(provide details in **Part VI**)*. See instructions.	8	
9 Distributable amount for 2024 from Section C, line 6	9	
10 Line 8 amount divided by line 9 amount	10	

Section E - Distribution Allocations (see instructions)	**(i) Excess Distributions**	**(ii) Underdistributions Pre-2024**	**(iii) Distributable Amount for 2024**
1 Distributable amount for 2024 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2024 (reasonable cause required - *explain in **Part VI***). See instructions.			
3 Excess distributions carryover, if any, to 2024			
a From 2019			
b From 2020			
c From 2021			
d From 2022			
e From 2023			
f **Total** of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2024 distributable amount			
i Carryover from 2019 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2024 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2024 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2024, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in **Part VI***. See instructions.			
6 Remaining underdistributions for 2024. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in **Part VI***. See instructions.			
7 **Excess distributions carryover to 2025.** Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2020			
b Excess from 2021			
c Excess from 2022			
d Excess from 2023			
e Excess from 2024			

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.)

Schedule B (Form 990)
(Rev. December 2024)
Department of the Treasury Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

Name of the organization	Employer identification number
Feed Louisville Inc	87-4508530

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** $5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . $ ____________

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Name of organization	Employer identification number
Feed Louisville Inc	87-4508530

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Cralle Foundation PO Box 344 Simpsonville, KY 40067	$ 7,500	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
2	Gheens Foundation 401 West Main Street Louisville, KY 40202	$ 30,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
3	Judge Family Foundation 250 N Bishop Ave Dallas, TX 75208	$ 36,300	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
4	Lowenback Family Trust 2108 Newmarket Dr Louisville, KY 40222-6314	$ 200,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
5	Coca Cola Consolidated 4200 Cocoa Plz Charlotte, NC 28211	$ 10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
6	Dalizo Charitable Fund 1310 Cherokee Rd Apt B1 Louisville, Louisville, KY 40204	$ 12,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization: Feed Louisville Inc

Employer identification number: 87-4508530

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
7	Elizabeth Deknatel 2210 Webb Rd Simpsonville, KY 40067	$ 10,162	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
8	Jorrisch Mark 1243 Cherokee Rd Louisville, KY 40204	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
9	Metro United Way PO Box 4488 Louisville, KY 40204	$ 5,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
10	Old National Bank 333 E Main St Suite 100 Louisville, KY 40202	$ 10,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
11	Park Community Credit Union 2515 Blamkenbaker Pkwy Louisville, KY 40299	$ 10,160	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)
12	Ken Savitz 420 Mockingbird Hill Rd Louisville, KY 40207	$ 12,000	Person [X] Payroll [ ] Noncash [ ] (Complete Part II for noncash contributions.)

Name of organization	Employer identification number
Feed Louisville Inc	87-4508530

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
13	Tri-Arrows Aluminium 12501 Plantside Dr Louisville, KY 40299	$ 5,000	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Name of organization: Feed Louisville Inc

Employer identification number: 87-4508530

Part II **Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
7	Stocks	$ 7,662	12-31-2024
		$	
		$	
		$	
		$	
		$	

Name of organization	Employer identification number
Feed Louisville Inc	87-4508530

Part III ***Exclusively*** **religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than $1,000 for the year from any one contributor.** Complete columns **(a)** through **(e)** and the following line entry. For organizations completing Part III, enter the total of *exclusively* religious, charitable, etc., contributions of **$1,000 or less** for the year. (Enter this information once. See instructions.) **$** ____________
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held

(e) Transfer of gift

Transferee's name, address, and ZIP + 4	Relationship of transferor to transferee

SCHEDULE D (Form 990) (Rev. December 2024)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

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.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization	Employer identification number
Feed Louisville Inc	87-4508530

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? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

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

1 Purpose(s) of conservation easements held by the organization (check all that apply).
☐ Preservation of land for public use (for example, recreation or education)
☐ Preservation of a historically important land area
☐ Protection of natural habitat
☐ Preservation of a certified historic structure
☐ Preservation of open space

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

			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 on line 2a	2c	
d	Number of conservation easements included on line 2c acquired after July 25, 2006, 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 2d 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 FASB 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 FASB 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 FASB 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 make 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 program
e ☐ Other ____________

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . . ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements

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

1a Is the organization an agent, trustee, custodian, or other intermediary for contributions or other assets not included on Form 990, Part X? . . . ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table.

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? . . . ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided in 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					
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					

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 Term 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?	3a(i)		
(ii) Related organizations?	3a(ii)		
b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

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

Part VI Land, Buildings, and Equipment

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

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements				
d Equipment		73,556		73,556
e Other		94,326		94,326
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, line 10c, column (B))*				167,882

Part VII Investments - Other Securities

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

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

Part VIII Investments - Program Related

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

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

Part IX Other Assets

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

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

Part X Other Liabilities

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

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

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 FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

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

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

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

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

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

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

Part XIII Supplemental Information

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

Part XIII **Supplemental Information** *(continued)*

SCHEDULE M (Form 990)

Department of the Treasury
Internal Revenue Service

Noncash Contributions

Complete if the organizations answered "Yes" on Form 990, Part IV, line 29 or 30.
Attach to Form 990.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

Name of the organization: Feed Louisville Inc

Employer identification number: 87-4508530

Part I Types of Property

		(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1	Art - Works of art				
2	Art - Historical treasures				
3	Art - Fractional interests				
4	Books and publications				
5	Clothing and household goods				
6	Cars and other vehicles				
7	Boats and planes				
8	Intellectual property				
9	Securities - Publicly traded				
10	Securities - Closely held stock				
11	Securities - Partnership, LLC, or trust interests				
12	Securities - Miscellaneous				
13	Qualified conservation contribution - Historic structures				
14	Qualified conservation contribution - Other				
15	Real estate - Residential				
16	Real estate - Commercial				
17	Real estate - Other				
18	Collectibles				
19	Food inventory	X	12	1,158,673	387,516 pounds@$2.99
20	Drugs and medical supplies				
21	Taxidermy				
22	Historical artifacts				
23	Scientific specimens				
24	Archeological artifacts				
25	Other (Owen)	X	1	6,800	1 Owen @ 6800
26	Other ( )				
27	Other ( )				
28	Other ( )				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement . . . 29

			Yes	No
30a	During the year, did the organization receive by contribution any property reported on Part I, lines 1 through 28, that it must hold for at least 3 years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period?	30a		
b	If "Yes," describe the arrangement in Part II.			
31	Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions?	31		
32a	Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions?	32a		
b	If "Yes," describe in Part II.			
33	If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.			

SCHEDULE O (Form 990) (Rev. December 2024)

Department of the Treasury Internal Revenue Service

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 Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization: Feed Louisville Inc

Employer identification number: 87-4508530

01. Form 990 governing body review (Part VI, line 11)

No review was or will be conducted.

02. CEO, executive director, top management comp (Part VI, line 15a)

Board of Directors meets on an annual basis to review performance and recommend salary for the upcoming year for both Executive Directors.

03. Form 990 availability to public (Part VI, line 18)

Available upon request

04. Governing documents, etc, available to public (Part VI, line 19)

Available upon request

05. Explanation of other changes in net assets or fund balances (Part XI, line 9)

Unadjusted NYL account Changes -2783

06. List of other expenses (Part IX, line 24e)

Zest: Menu Development	24539
Zest: Cost of Food	29048
Supplies: Cost for Food	110645
SuppIies	11079
Repairs	14137
NSF	1840
Linens	6976
Kitchen Smallwares	6155
Kitchen Equipment	10878
FIN Expenses	47169
Equipment Rental	2012
Catering : COGS	49518
Care Opioid Grant T/F	144148
Better Dayz Expenses	593

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2024, or fiscal year beginning , 2024, and ending , 20

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2024

Name of filer: Feed Louisville Inc

EIN or SSN: 87-4508530

Name and title of officer or person subject to tax: Rhona B Kamar, Director

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a, 7a, 8a, 9a,** or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b, 7b, 8b, 9b,** or **10b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here	[X]	**b Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	1b	2,751,724
2a	**Form 990-EZ** check here	[ ]	**b Total revenue,** if any (Form 990-EZ, line 9)	2b	
3a	**Form 1120-POL** check here	[ ]	**b Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here	[ ]	**b Tax based on investment income** (Form 990-PF, Part V, line 5)	4b	
5a	**Form 8868** check here	[ ]	**b Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here	[ ]	**b Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here	[ ]	**b Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here	[ ]	**b FMV of assets at end of tax year** (Form 5227, Item D)	8b	
9a	**Form 5330** check here	[ ]	**b Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here	[ ]	**b Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [ ] I am an officer of the above entity or [ ] I am a person subject to tax with respect to (name of entity) ______, (EIN) ______ and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize Associates in Accounting CP (ERO firm name) to enter my PIN 08530 as my signature (**Enter five numbers, but do not enter all zeros**) on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ______ Date 03-19-2025

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

610965 19075
Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2024 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163,** Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature Rick Fields Date 04-25-2025

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

990	Overflow Statement (This page is not filed with the return. It is for your records only.)	2024 Page 1
Name(s) as shown on return: Feed Louisville Inc		FEIN: 87-4508530

Overflow Statement

Description	Amount
Salaries - Outreach	$ 421
Salalries - Admin	127,631
Salaries - Arthur Street Hotel	3,764
Salaries - Kitchen	489,201
Total:	**$ 621,017**

Overflow Statement

Description	Amount
Dental & Vision Insurance	$ 3,129
Health Insurance & Acceident Plans	36,092
Group Term Life Insurance	1,867
Total:	**$ 41,088**

Overflow Statement

Description	Amount
Payroll Taxes	$ 68,468
Total:	**$ 68,468**

Overflow Statement

Description	Amount
Contract & Professioal Fees	$ 8,116
Total:	**$ 8,116**

Overflow Statement

Description	Amount
Investment Management Fees	$ 50
Food Handling License	184
PayFwds Billing Fee	3,100
Payroll Expense	5
QB Fees	510
Total:	**$ 3,849**

Name(s) as shown on return: Feed Louisville Inc

FEIN: 87-4508530

Overflow Statement

Description	Amount
Rent	$ 32,940
Pest Control	2,007
Total:	$ 34,947

Overflow Statement

Description	Amount
Taxis/ Shared Rides	$ 117
Total:	$ 117

Overflow Statement

Description	Amount
Liability Insurance	$ 12,751
Workers Compensation Insurance	20,921
Total:	$ 33,672

Overflow Statement

Description	Amount
Grant Fees	$ 43,200
Total:	$ 43,200

Overflow Statement

Description	Amount
In-Kind Food	$ 222,391
In-Kind Labor	1,158,673
Total:	$ 1,381,064

990	Overflow Statement (This page is not filed with the return. It is for your records only.)	2024 Page 3
Name(s) as shown on return: Feed Louisville Inc		FEIN: 87-4508530

Overflow Statement

Description	Amount
Zest: Menu Development	$ 24,539
Zest: Cost of Food	29,048
Supplies: Cost for Food	110,645
Supplies	11,079
Repairs	14,137
NSF	1,840
Linens	6,976
Kitchen Smallwares	6,155
Kitchen Equipment	10,878
FIN Expenses	47,169
Equipment Rental	2,012
Catering : COGS	49,518
Care Opioid Grant T/F	144,148
Better Dayz Expenses	593
Total: $	**458,737**

Overflow Statement

Description	Amount
Utilities	$ 38,011
Trash Removal Recycling	3,568
Taxes	476
Shipping & Postage	471
Printing	979
Office Supplies	5,097
Memberships	13,614
Listing Fees	178
Internet & TV Services	935
Computer Other Technology	4,232
Composting	2,400
Bank Charges	2,130
Auto- Repairs	5,920
Auto- Registration	782
Auto Expenses - Fuel	6,257
Auto - Tolls	175
Reconciliation Diff	3
Total: $	**85,228**

990	**Overflow Statement** (This page is not filed with the return. It is for your records only.)	**2024** Page 4
Name(s) as shown on return Feed Louisville Inc		FEIN 87-4508530

Overflow Statement

Description	Amount
N/P - Donny Greene	$ 25,000
Total:	**$ 25,000**

Overflow Statement

Description	Amount
Computer Equipment	$ 6,708
Kitchen Equipment	61,648
Installation Expenses	5,200
Total:	**$ 73,556**

Overflow Statement

Description	Amount
Vehicles	$ 87,361
Furniture	6,965
Total:	**$ 94,326**

1190225.09 SBurgin ADD

Michael G. Adams
Kentucky Secretary of State
Received and Filed:
2/10/2022 3:22 PM
Fee Receipt: $8.00

COMMONWEALTH OF KENTUCKY
MICHAEL G. ADAMS, SECRETARY OF STATE

Division of Business Filings
Business Filings
P.O. Box 718,
Frankfort, KY 40602
(502) 564-3490

Articles of Incorporation **NAI**
Non-profit Corporation

Please note: This form does not comply with 501 (C) status. You should contact the Internal Revenue Service prior to filing the Articles of Incorporation.

Pursuant to KRS 14A and KRS 273, the undersigned applies to qualify and for that purpose submits the following statements:

Article I: The name of the corporation is Feed Louisville, Inc.

Article II: The purpose for which the corporation is organized The mission of Feed Louisville is to meet the immediate emergency needs of people experiencing homelessness in our community on a daily basis, while also working to end chron

Article III: The name of the registered agent is Rhona Bowles Kumar

and the street address of the corporation's initial registered office in Kentucky is

Street Address (No Post Office Box Numbers)	City	State	Zip Code
2005 Douglass Boulevard	Louisville	KY	40205

Article IV: The mailing address of the corporation's principal office is

Street or P.O. Box Number	City	State	Zip Code
2005 Douglass Boulevard	Louisville	KY	40205

Article V: The number of directors (minimum of three (3) required) constituting the initial board of directors is ______.

The names and mailing addresses of the persons who are to serve as the initial board of directors are as follows:

Name	Street or P.O. Box Number	City	State	Zip Code
Rhona Bowles Kumar	2005 Douglass Boulevard	Louisville	KY	40205
Donny Greene	2005 Douglass Boulevard	Louisville	KY	40205
Derek Penwell	2005 Douglass Boulevard	Louisville	KY	40205

Article VI: The name and mailing address of the incorporator is

Name	Street Address or P.O. Box Number	City	State	Zip Code
J. Chris Sanders	1041 Goss Avenue	Louisville	KY	40217

Article VII: This application will be effective upon filing.

Please indicate if the following applies to your business ownership:

☐ Veteran Owned

I/We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

Signature of Incorporator	Print Name &Title	Date
J. Chris Sanders	J. Chris Sanders, Attorney	1/5/2022

I, Rhona Bowles Kumar, consent to serve as the registered agent on behalf of the corporation.
Print Name of Registered Agent

Signature of Registered Agent	Print Name &Title	Date
Rhona Bowles Kumar	Rhona Bowles Kumar, registered agent	1/5/2022

(1/20)

Bobbie Holsclaw

Jefferson County Clerk's Office

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Jefferson County Clerk's Office.

INST # 2023193139
BATCH # 486472
JEFFERSON CO, KY FEE $121.00
PRESENTED ON: 09-27-2023 3 03:12:36 PM
LODGED BY: DINSMORE & SHOHL LLP
RECORDED: 09-27-2023 03:12:36 PM
BOBBIE HOLSCLAW
CLERK
BY: BECKY TOWNSEND
INDEXING CLERK
BK: D 12702
PG: 1-31

COMMERCIAL LEASE
1332 and 1334 Story Avenue
Louisville, Kentucky

THIS COMMERCIAL LEASE (this "Lease") is dated as of September 20, 2023, by and between MEDICAL CENTER COMMISSION OF LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, KENTUCKY, a public agency of Louisville/Jefferson County Metro Government, Kentucky, (the "Landlord") and FEED LOUISVILLE, INC., a Kentucky non-profit corporation, whose principal address is 2005 Douglass Boulevard, Louisville, Kentucky 40205 (the "Tenant").

ARTICLE I
DEMISE AND USE

1.1 Upon the terms and conditions hereinafter set forth, the Landlord does hereby demise and lease to the Tenant, and the Tenant does hereby lease and take from the Landlord, the premises located at 1334 Story Avenue and 2,086 square feet of 1332 Story Ave, in the City of Louisville, County of Jefferson, Commonwealth of Kentucky, generally depicted on Exhibit A attached hereto (the "Demised Premises") and being more particular described on Exhibit B attached hereto (the "Land").

1.2 Except as otherwise expressly provided in this Lease, all the outside walls of the Demised Premises (as defined herein) are expressly reserved to the Landlord, and access to any space in the Demised Premises used for shafts, stacks, roof access, pipes, conduits, ducts, electric, or other utilities and other building facilities, and the use thereof as well as access thereto through the Demised Premises for the purpose of inspection, operation, maintenance, decoration, and repair, shall be made available to the Landlord in a manner consistent with Article XVIII hereof.

1.3 The Tenant may use the Demised Premises for general business offices, food production, and storage space, as well as other legally compliant uses ancillary to the Tenant's business.

1.4 Nothing in this Lease shall be deemed to constitute the Tenant as a partner or an associate in business with the Landlord, or responsible in any way for the business of the Landlord. The Landlord shall have no control over or responsibility for employees of the Tenant.

1.5 Landlord and Tenant shall determine the number of parking spaces needed after the execution of this Lease. The price per space shall be negotiated in a separate agreement.

1.6 Tenant shall have the right to use, in common with other the Tenants of the Building, the Building's common lobbies, corridors, stairways, and elevators necessary for access to the Demised Premises, the common walkways and driveways necessary for access to the Building, and the common toilets, corridors, and elevator lobbies of any multi-tenant floor ("Common Areas"). Use of the Common Areas shall be upon the terms set forth at any time by the Landlord.

ARTICLE II
DEFINITIONS

The following terms shall, for all purposes of this Lease, and all agreements supplemental hereto, have the meanings herein specified unless the context otherwise requires. This Article shall not be construed to limit the general applicability of terms elsewhere defined in this Lease.

"Building" shall mean the building and improvements located at 1332 and 1334 Story Avenue in Louisville, Kentucky.

"Commencement Date" shall be November 1, 2023 and the Tenant's rent commences on the Commencement Date.

"Demised Premises" shall mean the space referred to in Section 1.1 hereof and shall initially be configured as shown on Exhibit A attached hereto.

"Land" shall mean the real property described on Exhibit B attached hereto.

"Lease" shall mean this instrument.

"Additional Rent" shall mean those amounts, other than Monthly Rent, payable by the Tenant in connection with this Lease.

ARTICLE III
INITIAL TERM AND RENEWAL TERMS

3.1 The Initial Term of this Lease shall commence on the Commencement Date and end, unless sooner terminated, at midnight on the last day of the twenty-fourth (24th) calendar month thereafter. If the Commencement Date shall be other than the first day of a calendar month, the Term of this Lease shall be extended by the number of days from the Commencement Date to the first day of the calendar month next succeeding the Commencement Date.

3.2 On or before the eighteenth (18th) month of the Tenant's initial lease term and provided there exists no uncured default by the Tenant beyond any cure period, the Landlord shall notify the Tenant whether or not any right to renew this lease shall exist. The Tenant shall have the option to renew the Lease for two additional five-year renewal terms (each a "Renewal Term"), if both Parties agree. Tenant shall have the right of first refusal for any rental space that comes available in the Building.

3.3 The Monthly Rent for each Renewal Term shall be negotiated and agreed upon between the Parties prior to any Renewal Term. The Tenant shall notify the Landlord one hundred eighty days in advance of this Lease expiration date of its intent to exercise its renewal option(s).

3.4 Tenant may take possession of the Demised Premises upon the execution of this Lease to allow for equipment to be ordered and installed prior to the Commencement Date.

ARTICLE IV
MONTHLY RENT

4.1 During the Initial Term of this Lease, the Tenant agrees to pay to the Landlord, for the use of the Demised Premises, in lawful money of the United States, monthly rent (the "Monthly Rent") in the amount of $2,745.00 on the first day of each calendar month.

4.2 To cover the additional administrative costs incurred by the Landlord, the Tenant shall pay to the Landlord as Additional Rent a service charge of one and one-half percent of the sum of the amounts due for Monthly Rent and Additional Rent for each month or fraction thereof that any rental payment is unpaid after the fifth business day of any calendar month. All payments shall be made at the address of the Landlord in Louisville, Kentucky set forth below, or at such other place as may, from time to time, be designated by the Landlord in accordance with the provisions of Article XVI hereof, and except as otherwise provided herein shall be made without any setoff or counterclaim whatsoever.

ARTICLE V
RESERVED

ARTICLE VI
ASSIGNMENT, MORTGAGING, AND SUBLETTING

6.1 Except to (a) an affiliate of the Tenant, (b) a company in which the Tenant has a majority or controlling interest in, or (c) an entity resulting from a merger or consolidation with the Tenant, the Tenant will not, without the written consent of the Landlord first obtained in each case (which consent shall not be unreasonably withheld or delayed), sell, assign, mortgage or transfer this Lease or sublet all or part of the Demised Premises. Each assignee or transferee shall assume and be deemed to have assumed this Lease and shall be and remain liable jointly and severally with the Tenant for the payment of the Monthly Rent, and Additional Rent, and for the total performance of all of the terms, covenants, conditions and agreements herein contained on the Tenant's part to be performed for the Term of this Lease. No assignment, subletting or other transfer of this Lease shall in any way relieve Tenant from its obligations under this Lease unless the Landlord executes a written release of the Tenant. No assignment shall be binding on the Landlord unless such assignee shall deliver to the Landlord a counterpart of such assignment and, an instrument (in recordable form if a memorandum of this Lease has been recorded) which contains a covenant of assumption by the assignee; but the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above. The consent of the Landlord to an assignment shall not include the right of further assignment.

If the Tenant completes a sublease with a third party, the sublease shall be subject to and made upon the following terms:

a. Any such sublease shall be subject to the Terms of this Lease, excluding Monthly Rent and Additional Rent, and no term thereof may extend beyond the expiration of this Lease.

b. The use to be made of the sublet space shall be a legal use and in keeping with the character of and shall comply with the zoning of the Building.

c. No sublease shall be made without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

d. No sublease shall be valid and no sub-tenant shall take possession of any portion of the Demised Premises subleased until an executed counterpart of such sublease has been delivered to the Landlord.

e. No sublessee shall have a right to further sublet without the consent of the Landlord and the Tenant.

Any use or occupancy of the Demised Premises by any affiliates or subsidiaries of any corporation or entity which controls or is controlled by the Tenant or under common control with the Tenant shall be a use or occupancy of the Demised Premises by the Tenant and shall not be deemed an assignment or subletting of the Demised Premises or transfer of any right, title or interest of this Lease, the leasehold estate created thereby or any part of same to any such corporation or entity notwithstanding that the corporation or entity may reimburse or pay the Tenant any part of the cost to the Tenant for such use and occupancy.

ARTICLE VII
TENANT'S IMPROVEMENTS AND ADDITIONAL COST AND ALTERATIONS

7.1 The Tenant may thereafter, from time to time during the Term of this Lease, upon obtaining the Landlord's consent, which shall not be unreasonably withheld, at its sole cost and expense, make such alterations, additions, substitutions, and improvements to the Demised Premises as the Tenant may reasonably deem necessary or desirable to adapt the Demised Premises or any part thereof, for its purposes, providing the outside appearance and integrity of the Building are not affected. The Tenant agrees to submit plans to the Landlord for said alterations, additions, substitutions, and improvements for the Landlord's approval, which the Landlord will not unreasonably withhold. If required, the Tenant shall obtain necessary permitting as required by Louisville Metro Government or other government or regulatory body and shall deliver evidence of permit and completed certificate to the Landlord; all done at the Tenant's sole cost and expense. The Tenant may make non-structural, non-mechanical and non-electrical interior alterations without the Landlord's consent.

7.2 All goods, effects, personal property, business and trade fixtures, machinery and equipment owned by the Tenant or installed at the Tenant's expense in the Demised Premises shall remain the personal property of the Tenant and may be removed by the Tenant at any time, and from time to time, during the Term of this Lease provided the Tenant shall, in removing any of such property, repair all damage to the Demised Premises and the Building caused by such removal.

7.3 The Tenant warrants that all alterations, additions, substitutions, and improvements made by the Tenant shall meet all governmental codes that are applicable to such work as of the date such work is performed.

78.4 The Tenant shall cause to be discharged or provide Landlord with other adequate security in the Landlord's reasonable discretion, within thirty days of the filing thereof; any mechanic's lien filed against the Demised Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, the Tenant. Failure to comply with this paragraph shall give the Landlord the right to discharge such lien and apply all costs in doing so to the Tenant as Additional Rent.

ARTICLE VIII
REPAIRS

8.1 Except as otherwise provided herein, the Tenant shall keep the Demised Premises and the fixtures and appurtenances therein in good order and condition and at its sole cost and expense make all repairs thereto caused by its negligence, breach of contract, misfeasance or malfeasance; use in a manner not customary for general office purposes, or which are not the Landlord's obligation pursuant to any provisions of this Lease, and commit no waste in the Demised Premises or the Building. Notwithstanding any provision in this Lease to the contrary, the Tenant shall in no event be liable for repairs, replacements, maintenance or other costs or expenses attributable to normal or ordinary or routine wear and tear.

8.2 The Landlord shall, at its expense, make all repairs and replacements, structural and otherwise, necessary or desirable in order to keep in good order, condition and repair the Building (including but not limited to the parking areas and walkways), the Common Areas, the exterior windows, the foundation, roof, downspouts, floors, walls, load bearing elements, ceiling, fixtures (including but not limited to mechanical, electrical, HVAC (subject to Section 8.3 hereof), and plumbing pipes, systems and conduits) of the Demised Premises, ducts, conduits, wires running through the Demised Premises and Building, driveways, curbs, exterior water, sewage and electrical service to the Demised Premises, and all other equipment, and appurtenances to or connected with the Demised Premises or the Building. If the Landlord fails to promptly and diligently comply with the foregoing provisions, the Tenant shall give the Landlord notice to do such acts as are reasonably required to so maintain the Building and Demised Premises. If the Landlord refuses or neglects to make such repairs, replacements and maintenance with reasonable dispatch and in a good and workmanlike manner, or fails to diligently prosecute the same to completion, the Tenant may make such repairs, replacements and maintenance at the expense of the Landlord and, notwithstanding any provision of this Lease to the contrary, such expense shall be deductible from amounts otherwise owed under this Lease to the Landlord.

8.3 The Tenant shall, at its expense, make all routine maintenance, repairs and replacements necessary or desirable in order to keep in good order and repair the plumbing, electrical and other fixtures in the Demised Premises, and all plumbing systems, hardware, wiring and lighting including replacement of all light bulbs. All repairs, restorations or replacements by either party shall be of a like/similar or better quality and done in good workmanlike manner.

8.4 Except as expressly provided otherwise in this Lease, there shall be no allowance to the Tenant or diminution of rent and no liability on the part of the Landlord by reason of inconvenience, annoyance or injury to business arising from the making of any repairs, alterations, additions, substitutions or improvements in or to any portion of the Building or the Demised Premises or in and to the fixtures, appurtenances and equipment thereof provided that in each case such repairs, alterations, additions, substitutions or improvements are effected in a manner least likely to result in inconvenience to the Tenant and provided further that in each case all work done in connection with such repairs, alterations, additions, substitutions or improvements is done promptly and in a good workmanlike manner. This provision shall not be construed as to require the Landlord to do the work at overtime rates. If the Tenant requests that such work be done in such a manner or on a schedule requiring overtime payment, the Tenant will pay the excess of the overtime cost over ordinary rates. The Landlord agrees to use its best efforts to do any work done by it in such a manner as not materially to interfere with or impair the Tenant's use of the Demised Premises.

ARTICLE IX
FLOOR LOAD; OFFICE EQUIPMENT; MOVING HEAVY EQUIPMENT.

9.1 The Tenant shall not place a load upon any floor of the Demised Premises, which exceeds the live floor load per square foot which such floor was designed to carry. Live floor load is stipulated to be ten thousand (10,000) pounds per square foot. The Landlord and the Tenant will determine jointly the approximate weight and the position of all equipment and heavy installations which the Tenant wishes to place in the Demised Premises so as to distribute properly the weight thereof.

9.2 Business machines and mechanical equipment used by the Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space leased or available to be leased to other the Tenants to such a degree as to be reasonably objectionable to the Landlord or to any the Tenants in the Building shall be placed and maintained by the Tenant and at the Tenant's expense, in a manner that controls or eliminates such noise or vibration in a manner acceptable in the reasonable opinion of the Landlord, such ways to include in settings of cork, rubber or spring type noise or vibration eliminators sufficient to eliminate vibration or noise.

9.3 Should the Tenant desire to move any heavy or bulky equipment the movement of which is regulated by any statute, ordinance, or rule or regulation of any public authority having jurisdiction, or which requires special arrangements to be made by the Landlord to accommodate such movement, the Tenant shall submit to the Landlord notice of the terms and manner in which it proposes to move such equipment and the Landlord shall, with reasonable dispatch, make appropriate arrangements to accommodate Tenant's intentions and facilitate such movement of equipment. All such activities will be carried out in full compliance with the applicable codes of the Louisville Metro Government, and in harmony with the structural design of the Building.

ARTICLE X
LAWS, ORDINANCES, HAZARDOUS SUBSTANCES AND REQUIREMENTS OF PUBLIC AUTHORITIES

10.1 Tenant, at its expense, shall comply with all laws, rules, regulations, ordinances or orders of Federal, State and Louisville Metro Government authorities having jurisdiction, and with any lawful direction of any public officer or officers, which shall impose any duty upon the Tenant with respect to the Demised Premises, or the use or occupation thereof, provided such duty arises from or results from the Tenant's failure to comply with the Tenant's covenants in this Lease or from the Tenant's negligence or from the use of the Demised Premises in a manner contrary to the purposes for which the same are leased to the Tenant. The Landlord represents and warrants that at the Commencement Date of this Lease the Demised Premises and the Building will comply with and agrees, at its expense, to comply with all applicable laws, rules, regulations, ordinances, orders and directions to which the Demised Premises and the Building may become subject during the Term of this Lease, other than those with which the Tenant is required hereunder to comply.

10.2 If either the Landlord or the Tenant should desire to contest the validity of any such law, rule, regulation, ordinance, order or direction with which either is obligated to comply, it may, at its expense, carry on such contest provided that such contest shall not interfere with the use of the Demised Premises or the Building; and non-compliance during such contest shall not constitute a breach of this Lease provided that the party so contesting shall, indemnify and hold the other harmless against the cost of compliance and against all liability for any loss, damages, and expenses (including reasonable attorneys' fees) which might result from or be incurred in connection with such contest or non-compliance; except that non-compliance shall not continue so as to subject either party to a reasonable likelihood of prosecution for a crime.

10.3 The Tenant represents and agrees that it does not engage in the generation, storage or disposal of hazardous wastes or hazardous substances and that the Demised Premises are not and shall not be used for such purposes except for the use of ordinary cleaning and office supplies in de minimis and non-reportable quantities and otherwise in accordance with applicable regulations without the requirement of a license or permit. The Landlord represents that it has no notice of any local, state or federal environmental regulatory action regarding the Demised Premises or the real property on which it is located. Provided that the Landlord has notified the Tenant in writing of the mortgage holders, the Tenant agrees to send the Landlord and all mortgage holders a copy of any notice received of any pending or threatened environmental regulatory action and notify the Landlord and all mortgage holders of any release or discharge of any hazardous substances on the property or in the Demised Premises. The Tenant agrees to indemnify the Landlord and all mortgage holders and hold them harmless from and against any and all loss, cost, damage, liability and expense based upon a third party claim to the extent caused by any breach by the Tenant of any representation or agreement set forth herein. The Landlord agrees to indemnify the Tenant and its permitted assignees and transferees pursuant to Article VI hereof and hold it harmless from and against any and all loss, cost, damage, liability and expense based upon third party claims to the extent caused by any breach by the Landlord of any representation or agreement set forth herein. The Tenant agrees to indemnify the Landlord, its successors and assigns and hold it harmless from and against any and all loss, cost, damage, liability and expense based upon a third party claim to the extent caused by any breach by the Tenant of any representation or agreement set forth herein. The foregoing shall survive the expiration or earlier termination of the Lease.

10.4 If either party receives written notice of any violation of any law, ordinance, rule, order or regulation applicable to the Demised Premises, or the Building, it shall give prompt notice thereof to the other.

10.5 Notwithstanding anything in this Lease to the contrary, the Tenant shall have no liability with respect to, shall not be responsible for the clean-up, monitoring or remediation, and shall not be required to indemnify the Landlord against, any hazardous materials placed on or about the Demised Premises by parties other than the Tenant or its agents, employees or contractors. The Landlord shall indemnify, defend, reimburse, and hold the Tenant harmless from and against the cost of remediation of any hazardous materials to the extent (i) existing in or on the Demised Premises, Building or Land as of the date of this Lease in violation of applicable environmental laws at such time, or (ii) resulting from the Landlord or the Landlord's agents, employees or contractors bringing upon, keeping or using any hazardous material in connection with the Property in any manner or for any purpose prohibited by any environmental laws.

ARTICLE XI
COMPLIANCE WITH INSURANCE REQUIREMENTS AND CERTIFICATE OF OCCUPANCY

11.1 Neither the Landlord nor the Tenant shall do or permit to be done any act or thing about, in or upon the Building or the Demised Premises which will invalidate or be in conflict with the Certificate of Occupancy issued or the terms of the Commonwealth of Kentucky standard form of fire insurance policies covering the Building and the fixtures and property therein excluding fixtures and property in the Demised Premises. Both parties shall, at their own expense, comply with all rules, order, regulations or requirements of the National Fire Protection Association or any other similar body having jurisdiction, and neither shall knowingly do or permit to be done about, in or upon the Building or the Demised Premises or bring or keep anything therein or use the same in a manner which increases the rate of fire insurance upon the Building or on any property or equipment located therein, including property or equipment located in the Demised Premises. Notwithstanding the foregoing requirements of this Section, if the adverse consequences to one party of noncompliance by the other party with such requirements are limited to an increase in rate for fire and extended coverage insurance carried by the party in compliance, non-compliance shall not constitute a breach of this Lease, but either Section 11.2 or 11.3 hereof will apply.

11.2 If any installation in or use of the Demised Premises by the Tenant increases the rate for fire insurance (with extended coverage) on the Building or on the property and equipment of the Landlord, the Tenant shall reimburse Landlord for that part of the fire insurance premiums thereafter paid by the Landlord which shall have been charged because of such installations or use by the Tenant and the Tenant shall make the reimbursement on the first day of the month following receipt of notice given by the Landlord that it has been required to pay and has paid such higher rate.

11.3 If by reason of the action of the Landlord in violation of this Lease, the Tenant's rate for fire insurance (with extended coverage) on the Tenant's property and equipment in the Demised Premises shall be higher than it otherwise would be, the Landlord shall reimburse Tenant for that part of the Tenant's premiums for fire insurance (with extended coverage) thereafter paid by the Tenant which shall have been charged because of such action. The Landlord shall make such reimbursement on the first day of the month following the receipt of notice given by the Tenant that it has been required to pay and has paid such higher rate.

11.4 Both the Landlord and the Tenant shall upon request make available to the other information regarding their activities in the Demised Premises or the Building to the extent that the same shall be necessary or desirable in order to verify that any increase in fire and extended coverage insurance premium is reimbursable by the other party under the provisions of this Article.

ARTICLE XII
OBSERVANCE OF RULES AND REGULATIONS AND COVENANT OF QUIET ENJOYMENT

12.1 The Tenant, its servants, employees, agents, visitors, and licensees shall observe faithfully and comply with any rules and regulations as may be reasonably established, and published by the Landlord, provided, however, that such shall not conflict with the terms of this Lease and, the Landlord shall enforce the same in a uniform and nondiscriminatory manner as to all tenants in the Building to which such rules and regulations shall be applicable. The Landlord shall have the right to make reasonable changes in and additions to the rules and regulations thus set forth provided such changes and additions do not unreasonably affect the conduct of the Tenant's business and shall not conflict with the terms of this Lease and such changes are provided to the Tenant in writing.

12.2 Any prior failure by the Landlord to enforce any rules and regulations now or hereafter in effect, either against the Tenant or any other the Tenant in the Building, shall not constitute a waiver of the Landlord's right to enforce uniformly any such rules and regulations at a future time.

12.3 The Landlord covenants that upon the Tenant's paying the Monthly Rent and Additional Rent and observing and performing all the terms, covenants and conditions of this Lease on its part to be observed and performed, the Tenant may peaceably and quietly enjoy the Demised Premises, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIII
LIABILITY INSURANCE AND EXCULPATION OF THE LANDLORD AND THE TENANT

13.1 Except as otherwise provided in this Lease, and except for gross negligence, willful misconduct or violation of law, the Landlord shall not be liable for any personal injuries occurring in the Demised Premises or for damage or injury to personal property of the Tenant, or of any other person, done or occasioned by or from electric wiring, plumbing, dampness, water, gas, steam, or other pipes, or sewage, or the failure of the air conditioning or refrigeration system, or the breaking of any electric wire, the bursting, leaking or running water from any tank, washstand, water closet, or waste pipe, sprinkler system, radiator or any other pipe in, above, upon or about the Building or Demised Premises, or which may at any time hereafter be placed herein; or for any such personal injury or property damage occasioned by fire, explosion, falling plaster, electricity, smoke, or water, snow, or ice being upon or coming through from the street, roof; subsurface, skylight, trapdoor, windows or from any other cause whatsoever; or for any damages or injuries to persons or property arising from acts or neglect of any the Tenant or occupant of the Building, or of any owners or occupants of adjacent or contiguous property; for the loss or theft of any property of the Tenant however occurring, including loss of property entrusted to employees of the Landlord provided, however, that the Landlord shall be liable for such of all or any of the foregoing as may be due to its neglect or negligence or to its failure to maintain the Building in good operating condition and repair or to perform its other duties under this Lease.

13.2 Section 13.1 shall not be construed to impose upon the Landlord any liability as to which rights of subrogation have been waived under Section 14.6 of this Lease.

13.3 Landlord shall not be liable for any loss for which the Tenant is reimbursed by insurance. The Tenant shall secure and maintain comprehensive general liability insurance with respect to the Demised Premises in such form and in such amount that corporations the size of the Tenant reasonably and customarily carry but in any event not less than $2,000,000.00 per occurrence. The Landlord shall be an additional insured on all such insurance. The Tenant shall insure the contents of the Demised Premises at its option.

13.4 Landlord shall obtain and maintain fire and extended coverage insurance on the Building and the Demised Premises, but excluding coverage of the Tenant improvements and personal property located on or in the Demised Premises, in the amounts that the Landlord deems appropriate.

13.5 Tenant shall indemnify and save harmless the Landlord from and against any and all loss, costs (including statutory liability and liability under workmen's compensation laws) in connection with claims for damages as a result of injuries or death of any person or injury to property sustained by the Tenant and all other persons which arise from or in any manner grow out of any acts or neglect on or about the Demised Premises by the Tenant, the Tenant's partners, agents, employees, customers, invitees, contractors and subcontractors. The Landlord shall indemnify and save harmless the Tenant from and against any and all loss and cost (including statutory liability and liability under workmen's compensation laws) in connection with claims for damages as the result of injury or death of any person or injury to property sustained by the Landlord and all other persons which arise from or in any manner grow out of any act or neglect in or about the Building by the Landlord, the Landlord's partners, agents, employees, customers, invitees, contractors and subcontractors.

13.6 If at any time any windows of the Demised Premises are temporarily closed off, darkened or blocked up for any reason whatsoever, the Landlord shall not be liable for any damage Tenant may thereby sustain and the Tenant shall not be entitled to any compensation therefore or to any abatement of rent or release from any of its obligations hereunder or be considered thereby to have been evicted unless such has been unreasonably caused by the Landlord. A temporary closure, darkening or blocking off shall not exceed 30 days or such longer period of time as is reasonably necessary for the Landlord to complete any repairs, construction or alterations.

ARTICLE XIV
DAMAGE BY FIRE OR OTHER CASUALTY

14.1 Anything in this Lease to the contrary notwithstanding, if the Demised Premises or the Building should be partially or totally damaged or destroyed by fire or other casualty then, if this Lease shall not have been canceled in accordance with the provisions hereinafter made in this Article, the Landlord will with reasonable dispatch after notice to it of the damage or destruction, repair the damage, and replace, restore, and rebuild the Demised Premises and the Building at its sole cost and expense. The Landlord will commence such repair, replacement, restoration or rebuilding as soon as practicable after receiving notice from the Tenant to do so, but under no circumstances later than thirty days after receipt of such notice and shall diligently pursue completion of such. The Landlord will not be required by this Section to repair, replace, restore, or rebuild any property, which the Tenant shall, under the provisions of Article VII hereof, be entitled to remove from the Demised Premises, it being agreed that the Tenant shall bear the entire risk of loss, damage, or destruction of such property while it is on the Demised Premises.

14.2 If the Demised Premises shall be partially damaged or partially destroyed, the Monthly Rent payable under this Lease shall, to the extent that the Demised Premises shall have been rendered unfit for use for the Tenant's business purposes, be abated for the period from the date of such damage or destruction to the date that such damage or destruction shall be repaired or restored. If the Demised Premises or a major portion thereof shall be totally or substantially damaged or destroyed or rendered completely or substantially unfit for use for the Tenant's business purposes because of fire or other casualty as provided in Section 14.1 hereof, the entire Monthly Rent and all Additional Rent shall, as of the date of the damage or destruction, abate until Landlord shall repair, restore, replace and rebuild the Building and the Demised Premises; provided, however, that should the Tenant reoccupy a portion of the Demised Premises while the restoration work is taking place and prior to the date that the entire Demised Premises are again made fit for use for the Tenant's business purposes, such rent shall be, apportioned and become payable by the Tenant in proportion to the part of the Demised Premises occupied by it for the purpose of conducting its business, effective on the date that the tenant shall again begin conducting its ordinary business from the Demised Premises or any portion thereof. The retrieval or storage of items shall not be construed as evidence that the Demised Premises are fit for use for the Tenant's business purposes or that the Tenant has reoccupied a portion of the Demised Premises.

14.3 If the Demised Premises, or a major part thereof; shall be totally or substantially damaged or destroyed, or rendered completely or substantially untenantable as set forth in Section 14.2 hereof, the Tenant may, at its option, exercisable within thirty days of the date of casualty, cancel this Lease by written notice to the Landlord. In addition, if it appears from an estimate reasonably agreed upon by the Landlord and the Tenant that the required repairs, replacement, restoration and rebuilding cannot be commenced within sixty days from the date of casualty; or that it appears improbable to the Tenant that, because of causes beyond the Landlord's reasonable control, the Landlord will not complete such activities within sixty days from the date of the casualty, the Tenant may, at its option, cancel this Lease by written notice. If the Landlord and the Tenant cannot agree as to the estimate for the time necessary to accomplish such work, the Landlord and the Tenant shall select an architect to make such estimate and the cost for such architect shall be shared equally by the Landlord and the Tenant. Anything in this Lease to the contrary notwithstanding, if the Landlord has not completed within sixty days from the date of casualty, all repairs, replacements, restoration and rebuilding required of the Landlord under Section 14.1 herein, the Tenant may, at its option, cancel this Lease by written notice to the Landlord.

14.4 If the damage to the Building shall render untenantable in excess of fifty percent of the rentable area of Building, the Landlord may, within sixty days of the casualty, by notice given to the Tenant, elect not to 'repair or rebuild the Building and this Lease shall thereupon terminate effective as of the date of casualty. After receipt of such notice, the Tenant shall vacate the Demised Premises as quickly as is reasonably possible, provided, however, that the Tenant shall be entitled to occupy the Demised Premises or any part thereof without liability to the Landlord for such occupation for as long as is reasonably necessary to salvage or remove therefrom its personal property as provided in Article VII above but not longer than twenty days of the notice from the Landlord.

14.5 No damages, compensation, or claims shall be payable by the Landlord for inconvenience, loss of business, or annoyance arising from any repair or restoration of any portion of the Demised Premises or of the Building required to be made by the Landlord under the provisions of this Article, but this Section shall not be construed to limit the abatement of the Tenant's rent in accordance with Section 14.2 hereof; provided, however, that no such damages, compensation or claims are payable by the Landlord only to the extent that the Landlord uses commercially reasonable efforts to effect all such repairs promptly and in such manner as not unreasonably to interfere with the Tenant's occupancy if the Tenant shall not have vacated the Demised Premises or the portion thereof to be repaired because the same shall not have become untenantable.

14.6 Landlord and the Tenant hereby waive on behalf of themselves and their respective insurers, any claims that either may have against the other for loss or damage resulting from perils if covered by the standard form of property insurance on the Demised Premises, including vandalism and malicious mischief; to the extent of such policies which shall be in effect from time to time in the Commonwealth of Kentucky, it being expressly understood that this waiver is intended to extend to all such loss or damage whether or not the same is caused by the fault or neglect of either the Landlord or the Tenant. Each party shall secure from its casualty insurer a waiver of subrogation endorsement to its policy, and upon request, deliver a copy of such endorsement to the other party to this Lease.

ARTICLE XV
BANKRUPTCY AND REMEDIES

15.1 If at any time prior to the Commencement Date or during the Term of this Lease, the Tenant files in any court pursuant to any statute either of the United States or of any state a Petition in Bankruptcy or Insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Tenant's property, or the Tenant makes an assignment for the benefit of creditors, or the Tenant petitions for or enters into an arrangement with creditors, this Lease shall at the Landlord's option, be canceled and terminated and in such event, except as otherwise provided in law, neither the Tenant nor any person claiming through or under the Tenant by virtue of any statute or any order of any court shall be entitled to possession of the Demised Premises and the Landlord, in addition to any other rights and remedies given by Section 16.3 and by virtue of any other provision in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or monies received by the Landlord from the Tenant or others on behalf of the Tenant prior to the Tenant's action described above.

15.2 If at any time mentioned in Section 15.1 above, an involuntary insolvency, bankruptcy, or reorganization proceeding shall be instituted against the Tenant, the Tenant shall have ninety days in which to cause said proceeding to be vacated or dismissed after it receives notice thereof. In the' event the Tenant fails to cause such proceeding to be vacated or dismissed within such period of time, this Lease, at the option of the Landlord exercised within a reasonable time after expiration of said ninety day period may be terminated by the Landlord in which event neither the Tenant nor any person claiming through or under the Tenant by virtue of any statute or any order of any court shall be entitled to possession or to remain in possession of the Demised Premises, but shall forthwith quit and surrender the Demised Premises and the Landlord, in addition to the other rights and remedies given by Section 15.3 or by virtue of any other provision in this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit, or monies received by the Landlord from the Tenant or other in behalf of the Tenant prior to the Tenant's action described above.

15.3 It is stipulated and agreed that upon the termination of this Lease pursuant to Section 15.1 or 15.2 hereof; the Landlord shall forthwith, notwithstanding any other provisions of this Lease to the contrary, be entitled to recover from the Tenant as and for liquidated damages an amount equal to the difference between the rent reserved hereunder for the unexpired portion of the Term of this Lease and the rental value of the Demised Premises at the time of termination (if lower than the rent reserved) for the unexpired portion of the Term of this Lease, both discounted at the rate of three percent per annum to present worth. Nothing herein contained shall limit or prejudice the right of the Landlord to prove or obtain to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above. The Landlord shall be required to use reasonable efforts to mitigate its damages.

ARTICLE XVI
CONDEMNATION

16.1 Upon a total or substantially total condemnation of the Building, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of taking of possession for such use or purpose.

16.2 If less than the whole or substantially the whole of the Building or of the Demised Premises is condemned or taken as set forth in Section 16.1 above, then this Lease shall remain in force and in effect; provided, however, that if the taking shall so substantially interfere with the use of the Building or the Demised Premises as to render the continued operation thereof economically unfeasible as reasonably determined by the Landlord, then the Landlord (whether or not the Demised Premises be affected) may, at its option, terminate this Lease and the term and estate hereby granted as of the date of taking of possession for such use or purposes by notifying the Tenant in writing of such termination.

16.3 If less than the whole or substantially the whole of the Building or the Demised Premises shall be so condemned or taken, if the space so taken is such that the area of the Demised Premises remaining after the condemnation is such as to render continued operation of the Demised Premises economically unfeasible as reasonably determined by the Tenant, then the Tenant may at its option terminate the Lease and the term and estate hereby granted as of the day of the taking of possession for such use or purposes by noticing the Landlord in writing of such termination. If the Lease remains in effect, the Landlord must restore the Demised Premises to substantially the same condition as prior to said condemnation within a reasonable time after the taking, except the space taken.

16.4 Upon any such taking or condemnation and the continuing in force of this Lease as to any part of the Demised Premises, all rental shall be diminished by an amount representing the part of the said rent properly allocable to the portion of the Demised Premises which may be so condemned or taken and the Landlord shall, at its expense, proceed with reasonable diligence to repair, alter and restore the remaining part of the Building and the Demised Premises to substantially their former condition, due allowances being made for the impact of such taking or condemnation.

16.5 The Landlord shall be entitled to receive the entire award in any condemnation proceeding, except any award specified as the value of any unexpired Term of this Lease, and the Tenant shall have no other claim against the Landlord or against the proceeds of the condemnation. The Tenant may assert its claim for a separate award against the condemning authority for the value of or damages to any of the Tenant's property as described in Article VI hereof, and for such business damages or consequential damages as may be allowed the Tenant by law at the time of the condemnation so long as such claim does not diminish the award that the Landlord is otherwise entitled to receive.

16.6 Anything in this Article to the contrary notwithstanding, if the temporary use or occupancy of all or any part of the Demised Premises shall be condemned or taken for any public or quasi-public use during the Term of this Lease, this Lease shall be and remain unaffected by such condemnation or taking and the Tenant shall continue to pay in full the Monthly Rent, Additional Rent and other sums payable hereunder by the Tenant and the Tenant shall have the right to appear, claim, prove and receive so much of the award for such taking as represents compensation for use and occupancy of the Demised Premises up to and including the date of expiration of the Term of this Lease or the date of termination of the temporary taking, whichever is earlier, and the Landlord shall be entitled to appear, claim, prove and receive the entire balance of the award. Each party shall cooperate fully with the other in efforts to obtain any such award, and each claimant shall indemnify and hold harmless the other party to the extent of expenses incurred as a result of such cooperation.

ARTICLE XVII
UTILITIES AND OTHER THE TENANT OBLIGATIONS

17.1 The Tenant shall pay for all utilities, including, but not limited to, electric, gas, water, sewer, internet, phone, and these utilities must be in the name of the Tenant prior to taking possession of the Demised Premises.

17.2 The Tenant shall be responsible for any dumpster(s) used by the Tenant for the Building and the costs for container rental and waste removal.

17.3 During the Lease Term, the Tenant shall at its expense, perform all routine maintenance and make all normal and reasonable repairs to the Demised Premises (and including replacement of the same or comparable type if necessary) to the extent of any repairs made necessary as a result of misuse or neglect by the Tenant. Tenant shall be responsible for any maintenance and repairs required for restaurant equipment, freezers, and coolers, located on the Demised Premises. Maintenance not considered routine shall consist only of repairs and maintenance of the Building foundation and slab, weight bearing walls, the exterior structure of the building including outside walls (but not windows), roof; heating and air conditioning systems, (in accordance with Section 8.3 hereof) electrical systems beginning at the Landlord's side of the breaker panel (except for new circuits and load balancing made necessary by the Tenant's use of the Demised Premises), sprinkler system and plumbing. It is expressly agreed that the cost of the cleaning of floors, and floor coverings and dusting, lavatory cleaning and trash disposal (including all janitorial services) for the Demised Premises shall be solely that of the Tenant.

17.4 Landlord shall not be liable or responsible to the Tenant for any loss or damage or expense which the Tenant may sustain or incur if either the quantity or character of utility service is changed, through no fault of the Landlord, or is no longer available or is no longer suitable for the Tenant's requirements.

17.5 Tenant shall make no alteration or additions to the electric equipment or installations excluding the installation of additional outlets, without the prior written consent of the Landlord in each instance which shall not be unreasonably withheld or delayed, and such work shall be done by the Landlord at the Tenant's expense in accordance with plans and specifications of the Tenant to be submitted and approved by the Landlord.

17.6 It is expressly agreed by and between the parties hereto that should any local, state or federal governmental body, agency or public utility restrict or reduce the amount of fuel or energy which may be utilized to provide the utilities and services as specified, then such reduction or restriction and the reduction in utilities and services which may result therefrom shall in no way create or constitute a default on the part of the Landlord under this Lease and there shall be no reduction in rent for the period services are reduced. Any costs or expenses incurred in obtaining alternate or substitute forms of fuel or energy shall be at the Landlord's expense if any interruption in the customary utility service is caused by the Landlord.

ARTICLE XVIII
LANDLORD ENTRY

18.1 The Tenant shall permit the Landlord to erect, use, inspect and maintain plumbing and electrical pipes, conduits, and wires, and heating, ventilating, air conditioning ducts and roof access hatch as required in and through the Demised Premises, provided that the same are installed and concealed behind the walls or ceiling of the Demised Premises, that installation is accomplished at such times and by such methods as will not unreasonably interfere with the Tenant's use of the Demised Premises or damage the appearance thereof.

18.2 The Landlord or its agents or designees shall have the right to enter the Demised Premises upon reasonable notice to the Tenant and presentation of adequate identification for the purpose of making such inspections, repairs or alterations to the roof of the Building and other areas and such pipes, conduits, wires, or ducts as may be required for the property maintenance or operation of the Building, provided that in each case such entry is made in a manner and at a time that will result in the least interference with the Tenant's use of the Demised Premises and cause the least amount of damage to the appearance thereof; and provided further that any such entry shall be subject to any requirements that the Tenant deems is necessary to impose in order to protect the security of any controlled-access area of the Demised Premises. The foregoing shall not be construed to require Landlord to perform such inspection or work on any pipes, conduits, wires, or ducts in the Demised Premises outside of normal business hours unless the Landlord's Work within the Demised Premises would unreasonably interfere with the Tenant's day to day conduct of its business therein. "Reasonable notice" and "reasonable advance notice" for purposes of this Article shall mean at least two business days' advance written notice, unless waived in writing by the Tenant.

18.3 Subject to the Tenant's right to limit, for security purposes, the quantity or identity of any material brought into or upon the Demised Premises, the Landlord shall be allowed to take all material into and upon the Demised Premises that may be required for the repairs or alterations described in Section 18.2 without the same constituting an eviction of the Tenant (except as otherwise provided in this Lease) in whole or in part, and while said repairs and alterations are being made the rent reserved shall not (except as otherwise provided in this Lease) abate by reason of loss of or interruption of the business of the Tenant or because of the prosecution of any such work; provided, however, that in making any such repairs or alteration, the Landlord diligently proceeds in such manner as to cause the lease possible interference with the Tenant's use and enjoyment of the Demised Premises.

18.4 Subject to reasonable notice to the Tenant and to such additional security precautions as the Tenant may deem necessary to impose, the Landlord shall have the right to enter the Demised Premises for the purpose of inspecting them for general condition and state of repair. The holder of any mortgage of the Landlord's interest in the property, its agents or designees shall have the same right of entry for inspection as the Landlord.

18.5 The Landlord shall have the right to enter the Demised Premises upon an emergency or to limit or abate any event that could lead to property damage such as a water leak. The Tenant shall provide a full set of keys to the Demised Premises and the Landlord shall maintain such keys in a secured location to be used to gain access only upon an emergency. The Tenant shall be required to provide Landlord keys should the Tenant for any reason change locks. The Tenant shall provide Landlord with access code in the event the Tenant has security measures in place and shall provide emergency contact information.

18.6 During the six months prior to the expiration of the then current lease term, the Landlord may exhibit the Demised Premises to prospective tenants, provided that the Landlord provides reasonable advance notice to the Tenant. The Tenant may impose reasonable restrictions on this right for the purpose of maintaining the security of any controlled-access areas in the Demised Premises.

ARTICLE XIX
RIGHT TO CHANGE PUBLIC PORTION OF THE BUILDING

19.1 The Landlord shall have the right, at the Landlord's expense, to change the arrangement or location of such of the following as are not contained within the Demised Premises or any part thereof: entrances, signs, passageways, doors and doorways, corridors, stairs, toilets and other like public service portions of the Building; providing, however, that in no event shall Landlord diminish any service required to be provided by the terms of this Lease, make any change which shall diminish the area of the Demised Premises or result in an increase in the rentable area of the Demised Premises, change the character of the Building or change the location of the entrance or impede the Tenant's ingress and egress.

ARTICLE XX
LANDLORD'S RIGHT TO PERFORM

20.1 If the Tenant shall default in the observance or performance of any term or covenant on its part to be observed or performed under or by virtue of any of the terms or provisions in any Article of this Lease and such default shall continue beyond the Tenant's term to cure, the Landlord without waiving such default, may remedy such default for the account and at the expense of the Tenant, immediately and without notice in case of emergency, or in any other case only provided that the Tenant shall fail to remedy such default with all reasonable dispatch after the Landlord shall have notified the Tenant in writing of such default. If the Landlord makes any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest and costs, shall be paid to him by the Tenant.

ARTICLE XXI
SERVICES, FACILITIES AND EQUIPMENT

21.1 The Landlord shall, with respect to the entire Demised Premises:

a. Keep the improvements and the adjoining plazas, sidewalks, curbs, driveways and entrances and public areas clean and in good condition, free of accumulation of dirt and rubbish and, as necessary, remove snow and ice therefrom.

b. The Landlord does not warrant that any of the services referred to above, or any other services which the Landlord may supply, will be free from interruption. The Tenant acknowledges that any one or more such services may be suspended by reason of causes beyond the reasonable control of the Landlord and except as otherwise provided in this Lease any such interruption of service shall never be deemed an eviction or disturbance of the Tenant's use and possession of the Demised Premises or any part thereof; provided, however that if such period of interruption shall continue for more than five days, the Monthly Rent payable under this Lease shall be abated until the services are restored, and if the period shall continue for a period of fifteen days, the Tenant shall of its option have the right to terminate this Lease. The Landlord agrees to use reasonable care and exercise due diligence with respect to avoiding interruption of the services above provided for and, if interrupted, agrees that it will be for a short a period as possible, and all repairs will be promptly and diligently made at such times as will not unduly interfere with the occupancy and use of the Demised Premises by the Tenant.

ARTICLE XXII
SIGNS AND GLASS

22.1 The Tenant shall not install any sign or advertising or publicity device in any public area, on any roof, on any window or on any outside portion of the Building without the consent of the Landlord which shall not be unreasonably withheld or delayed. The Tenant shall pay for its signage and for the installation and removal of such signage.

ARTICLE XXIII
SURRENDER OF PREMISES

23.1 The Tenant shall, upon the termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other person claiming under the Tenant, and quit and deliver up the Demised Premises to the Landlord peaceably and quietly in as good order and condition as the same are now or hereafter may be improved by the Landlord or the Tenant, reasonable use and wear thereof damage due to casualty other than that caused by the Tenant and repairs which are Landlord's obligation excepted. Goods and effects not removed by the Tenant at the expiration of this Lease or its termination by the Tenant (or within ten business days after a termination by the Landlord) shall be considered abandoned and the Landlord may dispose of the same as it deems expedient, but the Tenant shall promptly upon demand reimburse the Landlord for any expenses incurred by the Landlord in connection with such disposal.

23.2 Upon termination or expiration of this Lease, the Tenant shall be entitled to remove from the Demised Premises any and all property which it would have been entitled to remove from time to time under the provisions of Article VII hereof, provided that the Tenant shall, upon removing any such property, repair all damage to the Demised Premises or the Building caused by such removal. If the Tenant shall elect not to remove any of such property and the same shall remain upon the Demised Premises or within the Building at the time of surrender, the same shall from that time forward become and remain the Landlord's property.

23.3 The Tenant's obligation to observe or perform the covenants of this Article shall survive the expiration or other termination of the Term of this Lease.

23.4 If, at any time during the term of this Lease the Landlord decides to perform construction on the Land, which would affect the Demised Property, Landlord's ability to fulfill the Lease, and Tenant's ability to use the Demised Premises as stated in Section 1.3, Landlord shall have the option to terminate this Lease and both Parties shall be released from any obligations to the other upon the termination date. Landlord shall provide Tenant with 120 day notice of termination and Tenant shall surrender the Demised Premises as detailed above to Landlord upon the termination date.

ARTICLE XXIV
EFFECT OF CONVEYANCE OR ASSIGNMENT BY THE LANDLORD

24.1 The Landlord may sell and assign the Land and the Building and may assign this Lease provided such assignee agrees in writing to assume the Landlord's obligations hereunder. Any other assignment by the Landlord of this Lease shall be subject to the Tenant's consent not to be unreasonably withheld. If the Landlord shall convey, assign or transfer this Lease with the Tenant's required consent, the Tenant shall, provided such assignee assumes the Landlord's obligations in writing, look to the purchaser, assignee or transferee of the Landlord's interest in this Lease for the performance of the Landlord's obligations hereunder, and the Landlord shall from and after such conveyance, assignment or transfer be relieved and discharged from any and all liabilities and obligations under this Lease. The Tenant agrees to attorn to any such purchaser, assignee or transferee.

ARTICLE XXV
WAIVERS

25.1 The Tenant for itself, and on behalf of any and all persons claiming through or under it, including creditors of all kinds, does hereby waive and surrender all right and privilege which they or any of them might have under or by reason of any present or future law to redeem the Demised Premises or to have a continuance of this Lease for the term hereby demised after having been dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the termination of this Lease as herein provided.

25.2 The Tenant and the Landlord waive the right to trial by jury in any summary proceeding that may hereafter be instituted against it or in any action arising hereunder.

ARTICLE XXVI
DEFAULTS

26.1 If the Tenant shall (a) for a period of ten days or more after the Landlord gives notice of delinquency continue in default in payment of the Monthly Rent, or Additional Rent or other sums due from the Tenant to the Landlord hereunder, (b) default in fulfilling any of the other material covenants of this Lease and such default shall continue for a period of thirty days after written notice thereof from the Landlord specifying such default (or such longer period as may be reasonably necessary to cure such default provided that the Tenant has begun to cure such default within such thirty day period and has diligently and continuously proceeded to cure such default), or (c) allow any execution or attachment to be issued against the Tenant or any of its property whereupon the Demised Premises shall be taken or occupied by someone other than the Tenant and the execution or attachment shall not be bonded or dismissed or discharged as promptly as practicable under the circumstances, then any of the foregoing shall be an Event of Default hereunder.

26.2 If an Event of Default shall exist, the Landlord may without further notice terminate this Lease and proceed to dispossess the Tenant, the legal representative of the Tenant or other occupant of the Demised Premises by summary proceedings or otherwise as provided by law, and remove their effects and hold the Demised Premises as if this Lease had not been made.

26.3 If an Event of Default shall occur subsequent to exercise of any right of renewal or extension, but prior to the date fixed as the commencement of any renewal or extension of this Lease, and the Landlord shall thereby become entitled to and does terminate this Lease and dispossess the Tenant, then the Landlord may cancel and terminate such renewal or extension by written notice.

26.4 In case of any such Event of Default, termination or dispossess by summary proceedings or otherwise, the following shall apply:

a. The rent shall become due thereupon and be paid up to the time of such dispossess or expiration, together with such reasonable expenses as the Landlord may incur for legal expenses, attorneys' fees, brokerage commissions and expenses, or putting the Demised Premises in good order or restoring the premises to its condition at the Commencement Date.

b. The Landlord may relet the Demised Premises or any part or parts thereof; either in its own name or otherwise, for a term or terms which may, at its option, be shorter or longer than the period which would otherwise have constituted the remainder of the Term of this Lease and may grant concessions or free rent (only, however, to such extent as the Landlord, in the Landlord's reasonable judgment, considers advisable and necessary to relet the same).

c. Provided that the Landlord shall have used reasonable efforts to mitigate his damages, the Tenant or its successors shall also pay to the Landlord as liquidated damages for the failure of the Tenant to observe and perform its covenants herein contained any deficiency between the rent hereby reserved and the net amount, if any, of the rents collected on account of the lease or leases of the Demised Premises for each month of the period which would otherwise have constituted the remainder of the term hereof. In computing such liquidated damages there shall be added to said deficiency such reasonable expenses as the Landlord may incur in connection with reletting, such as legal expenses, attorneys' fees, brokerage commissions and expenses in connection with performing the Tenant's obligations under this Lease to keep the Demised Premises in good order or to prepare the same for reletting. Any such liquidated damages shall be paid in monthly installments on the rent day specified in this Lease.

d. The Landlord, at its option, may make such alterations, repairs, replacements and decorations in the Demised Premises as the Landlord in its reasonable judgment considers advisable and necessary for the purpose of reletting the Demised Premises; and the making of such alterations and decorations shall not operate or be construed to release Tenant from liability hereunder.

26.5 Upon an Event of Default hereunder by the Tenant of any of the covenants or provisions hereof; the Landlord shall have all rights to invoke any remedy allowed at law or in equity without regard to any other remedy expressly provided in this Lease. The Tenant hereby expressly waives any and all rights or redemption granted by or under any present or future laws upon the Tenant being evicted or dispossessed, for any cause, or in the event the Landlord's obtaining possession of the Demised Premises by reason of the violation by the Tenant of any of the covenants and conditions of this Lease, or otherwise. Upon a threatened breach of this Lease by the Tenant, or of any covenants or provisions hereof; the Landlord shall have the right to seek a temporary injunction or restraining order to prevent the same, and such further relief thereafter as may in equity be allowed.

26.6 If the Landlord shall default in fulfilling any of the material covenants of this Lease and such default shall continue for a period of thirty days after written notice thereof from the Tenant specifying such default (or such longer period as may be reasonably necessary to cure such default provided that the Landlord has begun to cure such default within such thirty day period and has diligently and continuously proceeded to cure such default) then such shall be an Event of Default.

26.7 If an Event of Default by the Landlord shall exist, the Tenant may without further notice terminate this Lease or may take such action so as to cure the default and take credit against its future lease payment obligation for the reasonable cost incurred by it to cure the default and the Tenant shall recover reasonable attorney fees and costs from the Landlord.

ARTICLE XXVII
NOTICES

27.1 All bills, statements, notices, demands, and requests ("notices") hereunder by either party to the other shall be in writing and shall be deemed given (if orderly delivery of this mail is not then disrupted or threatened) five days after being deposited, registered or certified, postage prepaid, in the United States mail, or one day after being delivered to a private courier service (such as FedEx, UPS, Purolator) marked for delivery the next business day where next business day receipt is confirmed by the courier service, addressed to the respective parties as its address set forth below, or at such different address as it shall therefore advised the other party in writing:

To the Landlord:	Louisville/Jefferson County Metro Government, Kentucky 1400 Story Avenue Louisville, Kentucky 40206 Attention: Benjy Crenshaw
With a copy to:	Mark S. Franklin Dinsmore & Shohl LLP 101 South Fifth Street, Suite 2500 Louisville, Kentucky 40202
To the Tenant:	Feed Louisville, Inc. 2005 Douglass Boulevard Louisville, Kentucky 40205 Attention: Rhona Bowles Kumar

The Tenant shall furnish a copy of all notices given to the Landlord to any holder of any mortgage upon the Building or any interest therein upon written request from such holder giving the address to which such copies are to be sent. The Landlord and each such holder shall also each have the right to have an additional copy of notices sent to such persons and addressed as either such party may designate by written notice to the Tenant.

ARTICLE XXVIII
ESTOPPEL CERTIFICATE

28.1 The Tenant and the Landlord shall, at any time from time to time, upon not less than fifteen days prior written notice by the other party, execute and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Monthly Rent, Additional Rent and other charges have been paid, and stating whether or not to the best knowledge of the signer of such certificate the other party is in default in performance of any covenant, agreement, term, provision, or condition contained in this Lease, and, if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by any prospective purchaser or lessee of the Building, or any assignee of the Lease, the Landlord's and the Tenant's interest hereunder, or by mortgagee or prospective mortgagee thereof; or by any prospective assignee of any mortgagee thereof.

ARTICLE XXIX
PLURALS AND PRONOUNS; SUCCESSORS AND ASSIGNS

29.1 The word "Tenant", whenever used in this Lease, shall be construed to mean the Tenants if there shall be more than one tenant hereunder, and the necessary grammatical changes required to make all previsions hereof apply to corporations, partnerships or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

29.2 Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Landlord and the Tenant and their respective heirs, legal representatives, successors and assigns, provided that this Lease shall not inure to the benefit of any assignee, heir, legal representative, transferee or successor of any the Tenant except as provided in Article VII hereof.

ARTICLE XXX
ENTIRE AGREEMENT; CAPTIONS; SEVERABILITY

30.1 This Lease shall be governed by the laws of the Commonwealth of Kentucky. This Lease contains the entire agreement between the parties, and any executory agreement simultaneously or hereafter made shall be ineffective to amend, modify, or terminate it in whole or in part unless such executory agreement is in writing and signed by the party against whom enforcement of the amendment, modification or termination is sought.

30.2 The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

30.3 Each and every covenant of this Lease is distinct and severable and if any provision of this Lease is held invalid by a court of competent jurisdiction or other governmental authority the same shall be stricken herefrom without affecting the validity of this Lease.

ARTICLE XXXI
MEMORANDUM FOR RECORDING

31.1 The Tenant and the Landlord shall, upon the written request of the other party, execute a Memorandum of this Lease for recording in the Jefferson County (Kentucky) Clerk's Office in accordance with the law of Kentucky now or hereafter in force.

ARTICLE XXXII
HOLDOVER TENANCY

32.1 If, with the Landlord's consent, the Tenant holds possession of the Demised Premises after the Term of this Lease, the Tenant shall become a tenant from month to month at one and one-half times the rental rate upon the terms herein specified pursuant to all provisions hereof; payable in advance on or before the first day of each month, and the Tenant shall continue in possession until such tenancy shall be terminated by either party giving the other thirty days written notice in advance of its intention to terminate such tenancy.

ARTICLE XXXIII
LIMITATION OF LIABILITY

33.1 Anything herein to the contrary notwithstanding, the Landlord or If a mortgagee or a third party purchaser shall acquire title to the Building and land ("Premises") and become a successor the Landlord, such successor the Landlord shall have no obligation, nor incur any liability, beyond the Landlord's or successor the Landlord's then interest, if any, in the Premises and, the Tenant shall look exclusively to such interest, if any, of the Landlord or successor the Landlord in the Premises for the payment and discharge of any obligation imposed upon the Landlord or successor the Landlord under the Lease. The Tenant agrees that, with respect to any money judgment which may be obtained or secured by the Tenant against the Landlord or successor the Landlord, the Tenant shall look solely to the estate or interest owned by the Landlord or successor the Landlord in the Building, and the Tenant will not collect or attempt to collect any such judgment out of any other assets of the Landlord or successor the Landlord.

33.2 Notwithstanding anything to the contrary contained in this Lease, in no event will Landlord or the Tenant be liable to the other for the payment of consequential, punitive or speculative damages however occurring.

ARTICLE XXXIV
SECURITY DEPOSIT

34.1 The Landlord agrees to waive Tenant's requirement to pay a Security Deposit however upon vacating, the Tenant agrees to return premises to the Landlord in same condition as at move in, less normal wear and tear.

ARTICLE XXXV
MISCELLANEOUS

35.1 The submission of this Lease for examination by the Tenant does not constitute a reservation of or option for the Demised Premises, and this Lease shall become effective only upon execution and delivery thereof by the Landlord and the Tenant. If any Term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

35.2 As a material condition to the Tenant's obligation to make payments as provided in this Lease, the Landlord represents and warrants to the Tenant that:

a. It is the owner of the Building and Demised Premises, and has the power and authority to enter into this Lease, and to let the Demised Premises in accordance with, and subject to, the terms of this Lease, and the Landlord has no knowledge, after diligent and reasonable investigation, of any existing or threatened litigation which relates to or which would affect the Landlord's ability to let the Demised Premises under the terms of this Lease.

b. The Landlord has received no notice that any part of the Building or Demised Premises are in violation of any government statute, regulation, ordinance, or code, or of any private restriction or that any governmental or public entity intends to condemn, or make special improvements for the benefit of, the Building, the Demised Premises, or any part of the same.

c. To the best of the Landlord's knowledge, the Demised Premises and the Building are in compliance with all applicable federal, state and local statutes, ordinances, requirements, regulations, controls, conditions, guidelines, prohibitions, rules, regulations, standards, acts, laws, codes, limitations and order, including without limitation, building, zoning and environmental laws, as well as all private restrictions including but not limited to all covenants, conditions, restrictions, easements and similar matters affecting the Building or Demised Premises.

d. The Demised Premises are suitable for use as office and warehouse space, and all parts thereof are in good repair and good working condition.

35.3 As a material condition to the Landlord's execution of this Lease, the Tenant represents and warrants to the Landlord that:

a. That it is a non-profit corporation in good standing in its state of incorporation and qualified to do business in Kentucky.

b. That all necessary corporate action has been taken to approve the execution of this Lease and the person executing the Lease and the approved construction plans on behalf of the Tenant has full authority to do so.

35.4 <u>Good Faith Dealings</u>. Notwithstanding any provision to the contrary, whenever this Lease provides for the acceptance, allocation, approval, change, consent, determination, direction, estimation, opinion, requirement, or similar action by one of the parties hereto, the parties agree to exercise good faith in dealing with each other concerning the same, and agree that the same shall not be unreasonably withheld, delayed, or conditioned by either party.

[Signature page to follow]

SIGNATURE PAGE TO COMMERCIAL LEASE

IN WITNESS WHEREOF, the Landlord and the Tenant have executed this Lease the day and year first above written.

"Landlord"

MEDICAL CENTER COMMISSION OF
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT, KENTUCKY

By: ______________________

Name: BENJAMIN D. CRENSHAW

Title: DIRECTOR - MCC

"Tenant"

FEED LOUISVILLE, INC.

By: Rhona Kamar

Name: RHONA KAMAR

Title: Executive Director

COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF JEFFERSON)

The forgoing was subscribed and sworn to before me on this 20th day of September, 2023, by Benjamin Douglas Crenshaw as the duly authorized representative and Director of the Louisville/Jefferson County Metro Government, Kentucky.

My Commission Expires: 2-1-2026.

My Notary Number is: KYNP43968.

(Affix Notarial Seal)

NOTARY ID # KYNP43968 WILLIAM MICHAEL KIRK NOTARY PUBLIC STATE AT LARGE, KENTUCKY MY COMMISSION EXPIRES FEB. 1, 2026

NOTARY PUBLIC, Commonwealth of Kentucky

STATE OF Kentucky)
) SS
COUNTY OF Jefferson)

The forgoing was subscribed and sworn to before me on this 20th day of September, 2023, by Rhona Bowles Kamar as the duly authorized representative and Executive Director of Feed Louisville.

My Commission Expires: 2-1-2026.

My Notary Number is: KYNP43968.

(Affix Notarial Seal)

NOTARY PUBLIC, State of Kentucky

This Instrument Prepared By:

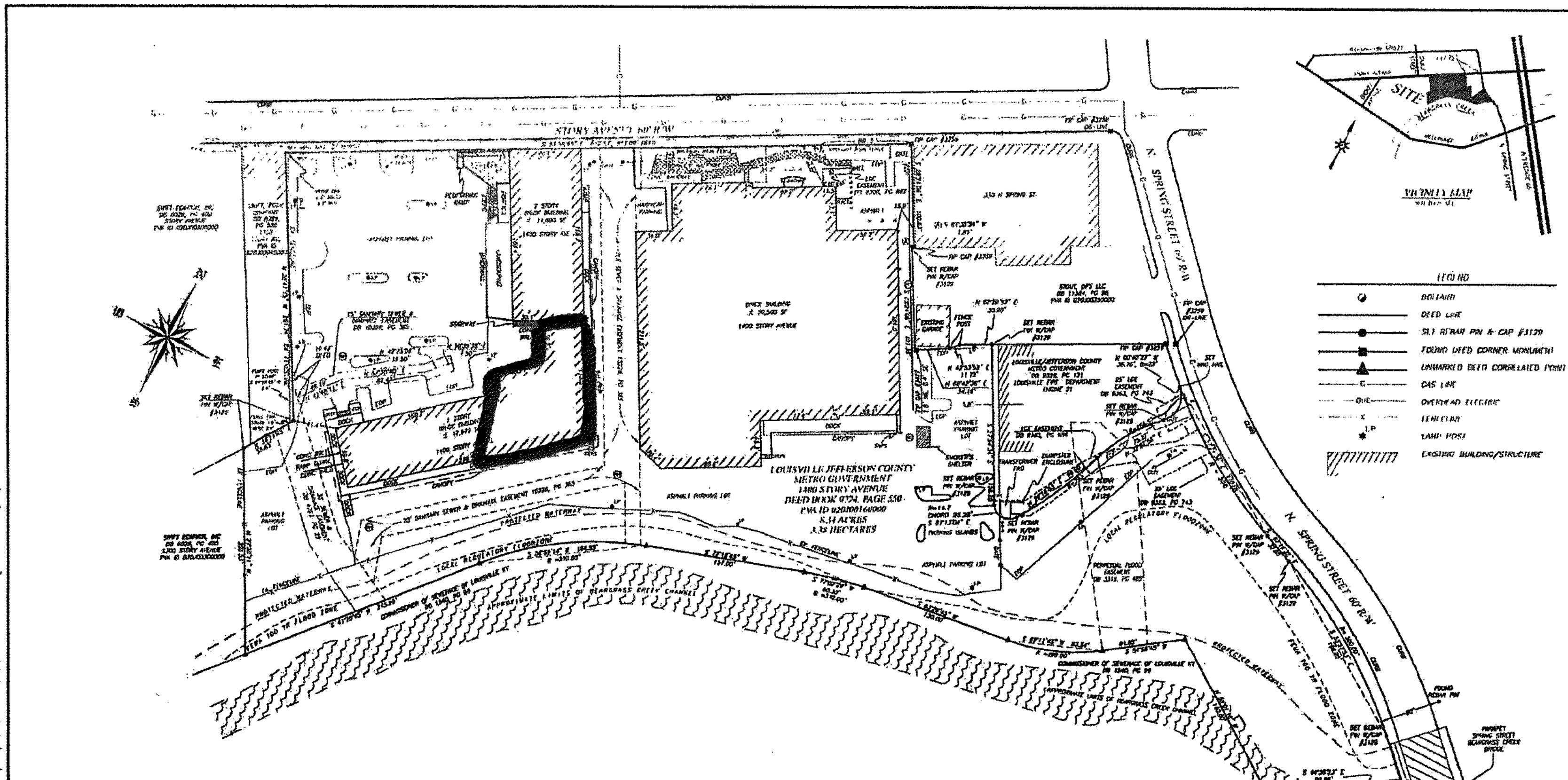
Mark S. Franklin
Dinsmore & Shohl LLP
101 South Fifth Street, Suite 2500
Louisville, Kentucky 40202
mark.franklin@dinsmore.com
(502) 540-2584

NOTARY ID # KYNP43968 WILLIAM MICHAEL KIRK NOTARY PUBLIC STATE AT LARGE, KENTUCKY MY COMMISSION EXPIRES FEB. 1, 2026

EXHIBIT A
TO
COMMERCIAL LEASE

Demised Premises Layout

(See attachment)



LAND USE & ZONING

THE LOUISVILLE - JEFFERSON COUNTY, KENTUCKY LAND DEVELOPMENT CODE PROVIDES STANDARDS FOR ZONING AND LAND USE APPLICATIONS. THE CODE, DATED MARCH 2006, IS AVAILABLE ON THE INTERNET AT: HTTPS://LOUISVILLEKY.GOV/SITES/DEFAULT/FILES/PLANNING_DESIGN/LDC_LOUISVILLEMETRO_06-2020.PDF

PURSUANT TO PUBLIC RECORD, THE PROPERTY DEPICTED HEREON IS ZONED CZ-1, FORM DISTRICT TRADITIONAL MARKETPLACE CORRIDOR.

MOTOR VEHICLE AND BICYCLE PARKING REGULATIONS ARE PROVIDED IN CHAPTER 9 OF THE LAND DEVELOPMENT CODE.

PROPERTY DEVELOPMENT REGULATIONS PERTAINING TO LOT SIZE, SETBACK REQUIREMENTS, HEIGHT & FLOOR SPACE AREA RESTRICTIONS ARE FOUND WITHIN THE APPLICABLE FORM DISTRICT REGULATIONS IN CHAPTER 5.

PURSUANT TO PUBLIC RECORD, THE PROPERTY DEPICTED HEREON IS LOCATED WITHIN AN AREA DESIGNATED "NATIONAL REGISTER OF HISTORIC PLACES".

PURSUANT TO PUBLIC RECORD, THE PROPERTY DEPICTED HEREON IS LOCATED WITHIN AN AREA DESIGNATED "HISTORIC PRESERVATION DISTRICT".

FLOOD ZONE CLASSIFICATION

BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, THIS PROPERTY LIES WITHIN ZONE "AE" ON FLOOD INSURANCE RATE MAP NUMBER 21111C0026E, HAVING AN EFFECTIVE DATE 12/05/2006.

PURSUANT TO PUBLIC RECORD, PORTIONS OF THE SURVEYED PROPERTY IS LOCATED WITHIN THE LOCAL REGULATORY FLOODPLAIN ZONE.

THE APPROXIMATE LIMITS OF FLOOD ZONES SHOWN ON THIS DRAWING WERE SCALED FROM FEMA MAPS AND ARE NOT TO BE RELIED UPON FOR CONSTRUCTION, INSURANCE RATING, DETAILED STUDIES, OR ANY UNDERTAKING REQUIRING HIGH ACCURACY ANALYSIS. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE FLOOD ZONE(S). AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THE ACCURACY OF THE MAPS AND/OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS; ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.

UTILITIES

PURSUANT TO OBSERVED SITE FEATURES, THE SUBJECT TRACT OF LAND IS SERVED BY THE FOLLOWING UTILITIES: LOUISVILLE GAS AND ELECTRIC COMPANY, (NATURAL GAS AND ELECTRICITY), LOUISVILLE WATER COMPANY, (WATER), THE LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (SANITARY AND STORM SEWAGE). NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO OBTAIN OR SHOW SUBSURFACE LOCATIONS, DATA CONCERNING SIZE, DEPTH, CONDITION OR CAPACITY OF THE SAID UTILITIES.

THE UNDERGROUND UTILITIES SHOWN ON THIS DOCUMENT HAVE BEEN LOCATED BY ABOVE GROUND PHYSICAL EVIDENCE AND INFORMATION FROM EXISTING PUBLIC RECORD DRAWINGS. THE POSITIONS SHOWN ARE NOT TO BE RELIED UPON FOR EXCAVATION OR CONSTRUCTION PURPOSES AND DO NOT REPRESENT ALL UTILITIES WITHIN THE VICINITY OF THE SUBJECT PROPERTY.

GENERAL NOTES

THERE IS NO APPARENT VISIBLE EVIDENCE OF CEMETERIES ON SUBJECT PROPERTY.

THE SUBJECT PROPERTY HAS DIRECT ACCESS TO AND IS CONTIGUOUS WITH STORY AVENUE AND SPRING STREET, PUBLIC ROADWAYS.

THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS DURING THE DATES OF FIELD SURVEY.

THE LAND SURVEYOR IS UNAWARE OF THE SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL. SUPERFICIAL EVIDENCE OF AN UNDERGROUND VAULT IS LOCATED SOUTH OF THE SECURITY FENCE WITHIN THE SOUTHWEST QUADRANT OF THE FACILITY.

A RESEARCH REPORT, PREPARED BY ABSTRACTS & TITLES, INC., EXAM NO. 248056, EFFECTIVE DATE 04/03/2020, WAS PROVIDED TO THE LAND SURVEYOR BY DINSMORE & SHOHL LAW FIRM.

THE LAND SURVEYOR OBSERVED NO APPARENT CHANGES IN STREET RIGHT OF WAY LINES EITHER COMPLETED OR PROPOSED.

BUILDING GEOMETRY SHOWN HEREON IS THE OBSERVED FOOTPRINT OF THE BUILDING ONLY.

A WETLAND STUDY WAS NOT PROVIDED TO THE LAND SURVEYOR FOR THIS SURVEY.

BASIS OF BEARINGS IS BASED ON KENTUCKY STATE PLANE COORDINATE SYSTEM, NORTH ZONE, (NORTH AMERICAN DATUM OF 1983) FROM A REAL TIME KINETIC OBSERVATION.

SOURCE OF TITLE FOR THIS SURVEY IS DEED DATED 03/31/1970 AS RECORDED IN DEED BOOK 4343, PAGE 94, IN THE OFFICE OF THE JEFFERSON COUNTY CLERK AND DEED OF CORRECTION DATED 04/16/2008, AS RECORDED IN DEED BOOK 9224, PAGE 550, IN THE OFFICE OF THE JEFFERSON COUNTY CLERK. THE PARCEL BOUNDARY HAS BEEN ADJUSTED FOR CLOSURE.

THIS BOUNDARY SURVEY DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF ANTHONY SICKLES, KENTUCKY LICENSED SURVEYOR #3129. ADDITIONS AND DELETIONS TO THIS SURVEY BY OTHER THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE LAND SURVEYOR.

KENTUCKY MINIMUM STANDARDS, LAND SURVEYING

THE SURVEY DEPICTED BY THIS DRAWING WAS COMPLETED UNDER THE DIRECT AND RESPONSIBLE CHARGE OF ANTHONY SICKLES, KY PLS #3129 FROM AN ACTUAL GROUND SURVEY. THE BOUNDARIES SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOKS REFERENCED HEREON; THE UNADJUSTED RATIO OF PRECISION IS EQUAL TO OR BETTER THAN 1 CENTIMETER +/- 1 PART PER MILLION (PPM). A GLOBAL POSITIONING SYSTEM (GPS) SURVEY WAS PERFORMED TO ESTABLISH THE HORIZONTAL CONTROL FOR THE SURVEY; THE (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GPS SURVEY: POSITION ACCURACY: 1CM +/-1PPM, TYPE OF FIELD PROCEDURE: RTK, CARLSON SURVEYOR+GNSS, DATUM: KY STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 GEOID MODEL: 2012; UNITS: U.S. SURVEY FOOT, PUBLISHED/FIELD CONTROL MONUMENTS USED: LOUISVILLE/JEFFERSON COUNTY HARN MONUMENTS

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY DEPICTED HERE WAS MADE UNDER MY SUPERVISION. THE ANGULAR AND LINEAR MEASUREMENTS SHOWN HEREON, ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY AND PLAT MEETS OR EXCEEDS THE MINIMUM STANDARDS OF GOVERNING AUTHORITIES.

Anthony J. Sickles — JULY 17, 2020

LAND SURVEYOR #3129 — DATE

STATE OF KENTUCKY
ANTHONY J. SICKLES
3129
LICENSED PROFESSIONAL LAND SURVEYOR

GRAPHIC SCALE: 1" = 50'

MEDICAL CENTER COMMISSION
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
BOUNDARY SURVEY
1400 STORY AVENUE

ClasSickle Incorporated

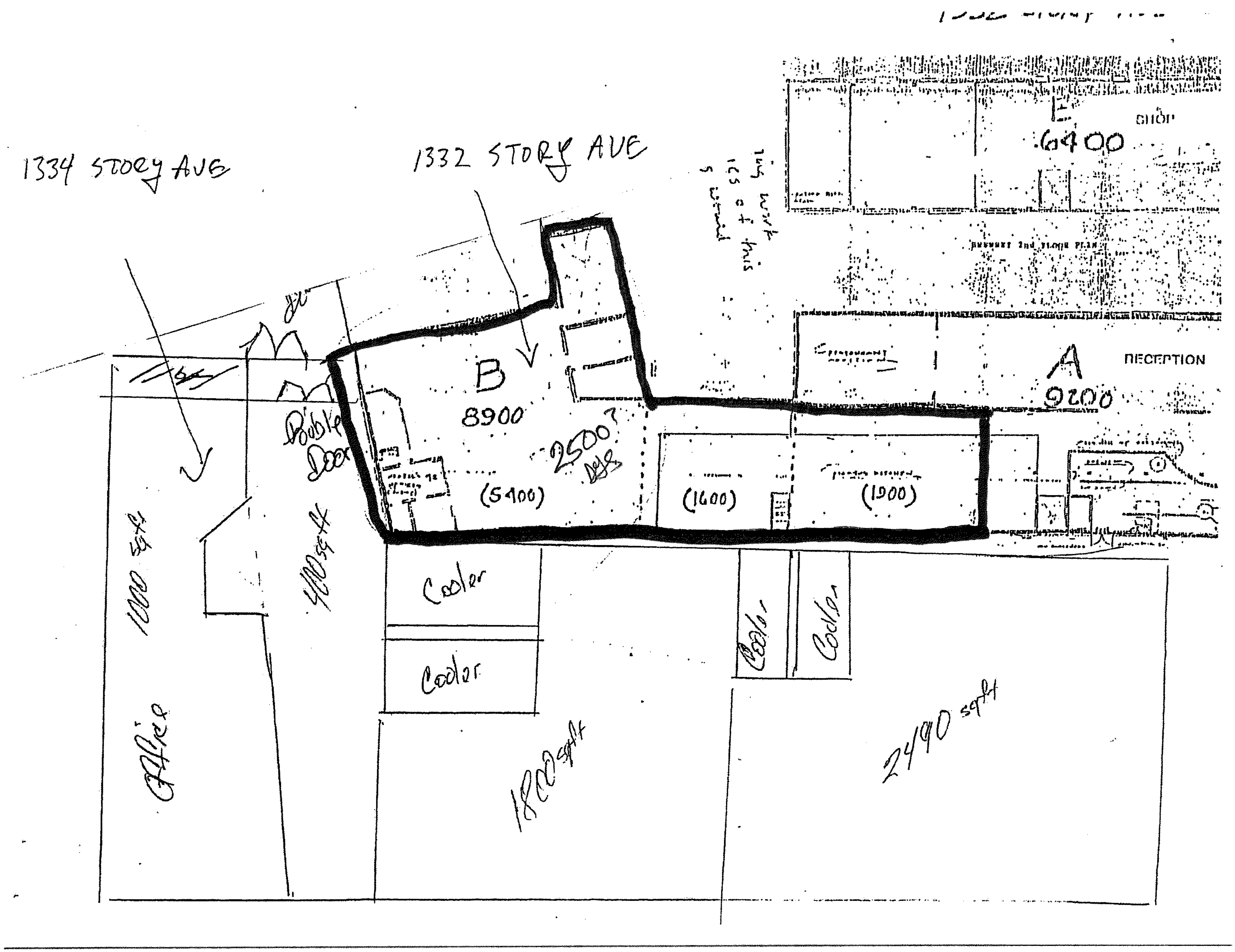
ISSUES AND REVISIONS:
07/10/2020 PRELIMINARY SURVEY ISSUED

PROJECT NO.: 204205538.7561-85.7261

DESCRIPTION: SHEET TITLE

SURVEY COORDINATED BY
Dinsmore
John R. Rhorer, Jr
Ph. (859)425-1015

Scale: 1" = 50'	Chkd: AS
Date: 07/17/2020	Sheet: 1 OF 1



1334 STOREY AVE
1332 STOREY AVE
SHOP
E
6400
RECEPTION
A
9200
B
8900
2500? Degs
(5400)
(1600)
(1900)
Double Door
Cooler
Cooler
Cooler
Cooler
1000 sqft
400 sqft
1800 sqft
2490 sqft
Office

EXHIBIT B
TO
COMMERCIAL LEASE

Legal Description

(See attachment)

EXHIBIT B

PARCEL DESCRIPTION

Beginning at a steel pin with surveyor's cap stamped #3259, on the ascertained south line of Story Avenue, a 60' public way, said point being the westernmost corner of a parcel conveyed to Stout Ops LLC, as recorded in Deed Book 11584, Page 98, in the Office of the Clerk of Jefferson County, Kentucky. Thence, with the southwest line of aforementioned Stout Ops parcel, South 28°24'06" East, 100.83', to a steel pin with surveyor's cap stamped #3259. Thence, South 61°35'54" West, 1.81', to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129. Thence, South 28°24'06" East, 101.36' to a point 1.8' southwest of a steel pin with surveyor's cap stamped #3477. Thence, with the southeast line of Stouts Ops, LLC, North 60°42'36" East, 34.16' to a fencepost; North 42°53'59" East, 11.15' to a fencepost; North 62°29'57" East, 30.90' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129, being the ascertained westernmost corner of a parcel conveyed to Louisville/Jefferson County Metro Government, as recorded in Deed Book 9328, Page 121. Thence, with the ascertained boundary of the above referenced Louisville/Jefferson County Metro Government parcel, South 27°54'34" East, 156.28' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129; thence with a curve to the left, having a radius of 14.7' and chord South 87°13'04" East, 25.28' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129; thence, North 26°16'03" East, 98.60' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129; thence with a curve to the right having a radius of 156.5' and chord North 32°57'58" East, 75.22' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129; thence with a curve to the left having a radius of 25' and chord North 00°40'27" West, 36.76' to a 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129 set on the ascertained west line of North Spring Street, a 60' public way. Thence, with the ascertained west line of North Spring Street, along a curve to the left having a radius of 500' and chord South 57°24'36" East, 170.06' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129; South 67°19'32" East, 32.85' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129; thence with a curve to the right having a radius of 500' and chord South 55°57'53" East, 196.95' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129; thence South 44°36'23" East, 99.89' to point witnessed by a Aluminum Witness Plaque set on the west parapet of a bridge over Beargrass Creek, said plaque being North 45°23'37" East, 1.0' of the ascertained parcel corner. Thence, leaving the west line of North Spring Street, South 45°23'37" West, 70.96'. Thence, North 77°36'21" West, 110'. Thence, North 55°01'18" West, 160'. Thence, with the north line of a parcel conveyed to the Commissioner's of Sewerage of Louisville, Kentucky, as recorded in Deed Book 1540, Page 96:
South 54°56'45" West, 81.85'
South 69°11'45" West, 93.54'
South 83°26'45" West, 150.00'
With a curve to the left, having a radius of 310', and chord South 77°02'29" West, 60.30'
South 72°16'45" West, 157.00'
With a curve to the left, having a radius of 310', and chord South 56°53'14" West, 164.55'
South 41°29'45" West, 245.99' to the southwestern-most corner of the parcel herein being described and common with the east corner of a parcel conveyed to Swift Eckrich, Inc. as recorded in Deed Book 6029, Page 400. Thence, with the east line of Swift, North 27°30'11" West, 202.53' to a set 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129. Thence, North 34°11'45" East, 55.83' to a 5/8" diameter rebar pin with surveyor's cap stamped Sickles #3129 set at the southeast corner of a parcel conveyed to Swift Pork Company, As recorded in Deed Book 8729. Page 535. Thence with the easternmost line of above referenced Swift Parcel, North 28°41'15" West, 261.74' to a Mag Nail set on the ascertained south line of Story Avenue. Thence North 61°56'45" East, 612.57' to the Point of Beginning, encompassing 8.34 acres.

m **W-9**
v. March 2024)
›artment of the Treasury
›rnal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

fore you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Feed Louisville

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

Feed Louisville

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) 501(c)(3) nonprofit

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1334 Story Ave

6 City, state, and ZIP code

Louisville, Ky 40206

Requester's name and address (optional)

7 List account number(s) here (optional)

art I Taxpayer Identification Number (TIN)

er your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid ›kup withholding. For individuals, this is generally your social security number (SSN). However, for a ›dent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other ›ities, it is your employer identification number (EIN). If you do not have a number, see *How to get a* , later.

›te: If the account is in more than one name, see the instructions for line 1. See also *What Name and* *nber To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

8 7 – 4 5 0 8 5 3 0

art II Certification

›ler penalties of perjury, I certify that:

›he number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

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 ›ervice (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 ›o longer subject to backup withholding; and

am a U.S. citizen or other U.S. person (defined below); and

›he FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

›tification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding ›ause 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, ›uisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments ›r than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

›n ›re **Signature of U.S. person** Lisa Crain **Date** 7/1/2026

›neral Instructions

›tion references are to the Internal Revenue Code unless otherwise ›d.

›re developments. For the latest information about developments ›ed to Form W-9 and its instructions, such as legislation enacted › they were published, go to *www.irs.gov/FormW9*.

›at's New

› 3a has been modified to clarify how a disregarded entity completes ›line. An LLC that is a disregarded entity should check the ›opriate box for the tax classification of its owner. Otherwise, it ›ld check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Kentucky.gov Agencies Services

Kentucky Secretary of State
Michael G. Adams

FEED LOUISVILLE, INC.

File Amended Annual report | Change Address or Registered Agent | File Certificate of Assumed Name (DBA) | File Dissolution | Upload a Filing | File Registered Agent Resignation | Manage Assumed Name | Subscribe to changes made to this entity

Print & Mail – Request Certificates

Business Entity Search
File Annual Report
File LLC
Business Registration Portal
Name Availability Search
Business Forms Library
Prepaid Account Status
Current Representative Search
Founding Representative Search
Registered Agent Search
Validate Certificate of Existence/Authorization

General Information

Organization Number :	1190225
Name :	FEED LOUISVILLE, INC.
Profit or Non-Profit :	N - Non-profit
Company Type :	KCO - Kentucky Corporation
Industry :	Miscellaneous Services
Number of Employees :	Medium (20-99)
Primary County :	Jefferson
Status :	A - Active
Standing :	G - Good
State :	KY
File Date :	2/10/2022
Organization Date :	2/10/2022
Last Annual Report :	6/3/2026
Principal Office :	1334 STORY AVE LOUISVILLE, KY, 40206

Registered Agent : RHONA BOWLES KUMAR
1334 STORY AVENUE

LOUISVILLE, KY, 40206

Show Images

Show Activities

Show Assumed Names

Show Current Officers

Show Initial Officers

Kentucky Unbridled Spirit

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Contact Site Map

Harlan, Benjamin

From: Lisa Crain <lisacrain@feedlouisville.org>
Sent: Tuesday, July 21, 2026 12:46 PM
To: Harlan, Benjamin; rhona@feedlouisville.org
Subject: Re: Just a few more things

CAUTION: This email came from outside of Louisville Metro. Do not click links, open attachments, or give away private information unless you recognize the sender's email address and know the content is safe.

Hi Ben,

This funding would be used to cover the salaries of our drivers as well as fuel expenses associated with food pickup and delivery operations.

Thank you

FEED LOUISVILLE

Lisa Crain
Business Manager

www.FeedLouisville.org

1334 Story Ave Louisville, KY 40206

@FeedLouisville

From: Harlan, Benjamin <Benjamin.Harlan@louisvilleky.gov>
Date: Tuesday, July 21, 2026 at 11:44 AM
To: Lisa Crain <lisacrain@feedlouisville.org>; Rhona Kamar <Rhona@feedlouisville.org>
Subject: RE: Just a few more things

The only other question, I believe, at this point, is regarding the vehicle mentioned in page 4. Will that just be personnel costs for the driver, or does that also include gas, insurance, vehicle maintenance, etc?

Thanks,

Ben Harlan
Legislative Assistant, Councilwoman Shameka Parrish-Wright

Louisville Metro Council
601 W. Jefferson Street | Louisville, KY 40202
d: (502) 574-3452 c: (502) 835-4096

From: Lisa Crain <lisacrain@feedlouisville.org>
Sent: Wednesday, July 8, 2026 3:09 PM
To: Harlan, Benjamin <Benjamin.Harlan@louisvilleky.gov>; rhona@feedlouisville.org
Subject: Re: Just a few more things

Hi Ben,

This Line item is intended to cover the cost of food, specifically the ingredients we must purchase to supplement the donated food we receive.

Please let me know if you have any questions or if you would like me to revise the wording for the application.

Thank you,

Lisa Crain
Business Manager

www.FeedLouisville.org
1334 Story Ave Louisville, KY 40206
@FeedLouisville

From: Harlan, Benjamin <Benjamin.Harlan@louisvilleky.gov>
Date: Wednesday, July 8, 2026 at 1:43 PM
To: Rhona Kamar <Rhona@feedlouisville.org>; Lisa Crain <lisacrain@feedlouisville.org>
Subject: RE: Just a few more things
Looks like on page 4 box B and page 7, box H in the amount of $45,000.

Thanks,

Ben Harlan
Legislative Assistant, Councilwoman Shameka Parrish-Wright
Louisville Metro Council
601 W. Jefferson Street | Louisville, KY 40202
d: (502) 574-3452 c: (502) 835-4096

From: Rhona Kamar <Rhona@feedlouisville.org>
Sent: Wednesday, July 8, 2026 1:41 PM
To: Harlan, Benjamin <Benjamin.Harlan@louisvilleky.gov>; Lisa Crain <lisacrain@feedlouisville.org>
Subject: Re: Just a few more things

Ben,

Where did we list "program materials?"

Much appreciation,
Rhona

Rhona Bowles Kamar
Executive Director + Founder

Rhona@FeedLouisville.org / 502-876-2287
www.FeedLouisville.org / @FeedLouisville
1334 Story Ave Louisville, KY 40206

From: Harlan, Benjamin <Benjamin.Harlan@louisvilleky.gov>
Date: Wednesday, July 8, 2026 at 1:28 PM
To: Lisa Crain <lisacrain@feedlouisville.org>; Rhona Kamar <Rhona@feedlouisville.org>
Subject: RE: Just a few more things
Thank you! My last question (I think!) is: can you please share a detailed breakdown of "program materials"? If I remember correctly this includes kitchen utensils and tools?

Thank you,

Ben Harlan
Legislative Assistant, Councilwoman Shameka Parrish-Wright
Louisville Metro Council
601 W. Jefferson Street | Louisville, KY 40202
d: (502) 574-3452 c: (502) 835-4096

From: Lisa Crain <lisacrain@feedlouisville.org>
Sent: Tuesday, July 7, 2026 8:39 AM
To: Harlan, Benjamin <Benjamin.Harlan@louisvilleky.gov>; rhona@feedlouisville.org
Subject: Re: Just a few more things

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Good Afternoon,

Attached is a W9 for 2026

Our fiscal year is January 1 - December 31

For 2026, our weekly volunteer average is 82 volunteers.

Let me know if you need anything additional.

Thank you,

FEED LOUISVILLE

Lisa Crain

Business Manager

www.FeedLouisville.org

1334 Story Ave Louisville, KY 40206

@FeedLouisville

From: Harlan, Benjamin <Benjamin.Harlan@louisvilleky.gov>
Date: Monday, July 6, 2026 at 1:19 PM
To: Lisa Crain <lisacrain@feedlouisville.org>; Rhona Kamar <Rhona@feedlouisville.org>
Subject: Just a few more things

Hey, y'all!

There are just a few more things the clerk is asking for. On the application page 9, can I please get the number of hours per volunteer per week? Can I also get the fiscal year start date (including day and year? For example, January 1, 2026)? (For all of this, if you just want to email me the answers, I can mark it on the existing application).

Finally, can I please get a W9 signed in 2026?

Thanks so much!

Ben Harlan
Legislative Assistant, Councilwoman Shameka Parrish-Wright
Louisville Metro Council
601 W. Jefferson Street | Louisville, KY 40202
d: (502) 574-3452 c: (502) 835-4096

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