

RFP # 3-2012: Request for Qualifications for Southend Park Urban Village Housing Development

TO:

Lexington-Fayette Urban County Government
Room 338, Government Center
200 East Main Street
Lexington, Kentucky 40507

SUBMITTED BY:



A U A S S O C I A T E S

159 Old Georgetown Street
Lexington, Kentucky 40508

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Qualifications

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- D. Business and Banking References
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General Information

AU Associates, Incorporated
Holly B. Wiedemann
159 Old Georgetown Street
Lexington, Kentucky 40508
holly@auassociates.com
Phone: 859.233.2009
Fax: 859.259.0401
www.auassociates.com

Organizational Documents

- A. Certificate of Existence
- B. Articles of Incorporation
- C. Bylaws of AU Associates, Inc.

Experience

- A. Experience Narrative
- B. Project Portfolio (similar projects and project information)
- C. Before & After Photos by Project (illustrations of completed work)
- D. Energy Efficiency/Green Building Techniques

*Please note: AU Associates, Inc. is the long term owner of all projects referenced in this package except for the Irvine School Apartments. In essence, AU is the client; however, please refer to the banking and business references if contact with a project partner is needed.

Financial Information

- A. AU Associates, Inc. Financials
 - a. Balance Sheet Comparison
 - b. Profit & Loss Statement
- B. Shareholder Personal Financial Statement
- C. Statement re: litigations, liens, etc.

MBE/WBE

- A. MBE/WBE Narrative
- B. AU Associates, Inc. WBEN Certification
- C. Sample Sub Contractor Notice

Insurance

- A. AU Associates, Inc. General Liability Policy
- B. AU Construction & AU Development, LLC General Liability Policy,
Umbrella Policy and Workers Compensation

Required Attachments

- A. Equal Employment Opportunity Agreement
- B. Affidavit on Pages 8 & 9
- C. Workforce Analysis Form
- D. Evidence of Insurability Form Memo
- E. MBE/WBE Statement of Good Faith Efforts
- F. General Provisions

Evidence of Insurability

Powell-Walton-Milward, a division of J. Smith Lanier & Co, has provided insurance for AU Associates, Inc. since its founding. AU Associates, Inc. General Liability Policy and AU Construction & AU Development, LLC General Liability Policy, Umbrella Policy and Workers Compensation are submitted with section VI.

Powell-Walton-Milward also provides all of the Builder's Risk policies for AU Construction, LLC which are bound when the project is ready to begin construction.

RECORDED AND FILED
SEP 27 1990

TE _____

TIME 10:25 AM

ARTICLES OF INCORPORATION
AMOUNT 50.00

OF _____

AU ASSOCIATES, INC
COMMON STOCK

BY Paula Crane

FORGED FOR RECORD
SEP 27 1990
VIA E.P.P.R.
D.C.

BRETT HARLER
SECRETARY

The undersigned, acting as incorporator of a corporation under the Kentucky Business Corporation Act, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

Name

The name of the Corporation is AU Associates, Inc.

ARTICLE II

Purposes

The purposes for which the Corporation is organized are to transact any or all lawful business for which corporations may be incorporated under the Kentucky Business Corporation Act, and to exercise any and all powers that corporations may now or hereafter exercise under the Kentucky Business Corporation Act.

ARTICLE III

Duration

The duration of the Corporation shall be perpetual.

ARTICLE IV

Shares

The total number of shares which the Corporation is authorized to issue is 1,000 common shares, without par value. The Common Shares shall have one vote per share, shall have all voting power of the Corporation, shall be entitled to receive the net assets of the Corporation upon dissolution, and shall be without distinction as to powers, preferences and rights.

ARTICLE VI

Number of Directors; Distributions; Redemption

All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors. The number of directors shall be fixed by resolution of the Board of Directors from time to time.

The Board of Directors of the Corporation, to the extent not prohibited by law, shall have the power to cause the Corporation to repurchase its own shares and shall have the power to make distributions, from time to time, to the Corporation's shareholders.

ARTICLE VII

Initial Directors

The number of directors constituting the initial Board of Directors is one and the name and address of such person who is to serve as director is as follows, such person to serve until the first annual meeting of the shareholders and until her successor in office is elected and shall qualify:

Holly van Dissel
1589 Newtown Pike
Georgetown, KY 40324

ARTICLE VIII

Registered Office; Registered Agent

The address of the initial registered office of the Corporation is 1589 Newtown Pike, Georgetown, Kentucky 40324, and the name of the initial registered agent at such address is Holly van Dissel.

ARTICLE IX

Principal Office

The address of the principal office of the Corporation is 1589 Newtown Pike, Georgetown, Kentucky 40324.

ARTICLE X

Incorporator

Martin S. Weinberg, whose address is 3300 First National Tower, Louisville, Kentucky 40202, is the sole incorporator of the Corporation.

ARTICLE XI

Indemnification of Directors,
Officers and Employees

To the fullest extent permitted by, and in accordance with the provisions of, the Kentucky Business Corporation Act, as the same exists or may hereafter be amended (the "Act"), the Corporation shall indemnify each director or officer or employee of the Corporation against expenses (including attorneys' fees), judgments, taxes, penalties, fines (including an excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by him in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which he is, or is threatened to be made, a party because he is or was a director or officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans. A director, officer or employee shall be considered to be serving an employee benefit plan at the Corporation's request if his duties to the Corporation also impose duties on or otherwise involve services by him to the plan or to participants in or beneficiaries of the plan. To the fullest extent authorized or permitted by, and in accordance with the provisions of, the Act, the Corporation shall pay or reimburse expenses (including attorneys' fees) incurred by a director or officer or employee who is a party to a proceeding in advance of final disposition of such proceeding.

The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Article XI shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any By-Law, agreement, action of shareholders or disinterested directors, or otherwise, both as to action

in his official capacity and as to action in another capacity while holding such office of the Corporation, shall continue as to a person who has ceased to be a director or officer or employee of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the Corporation, or who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee or agent, whether or not the Corporation would have power to indemnify him against the same Liability under the provisions of this Article XI or the Act.

Any repeal or modification of this Article XI by the Board of Directors or shareholders of the Corporation shall not adversely affect any right or protection of a director or officer or employee of the Corporation under this Article XI with respect to any act or omission occurring prior to the time of such repeal or modification.

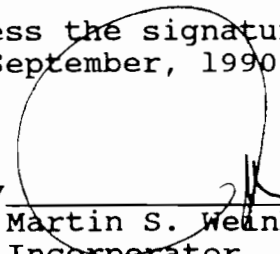
ARTICLE XII

Elimination of Certain Liability of Directors

A director of the Corporation shall not be personally liable to the Corporation or its shareholders for monetary damages for breach of his duties as a director, provided that this provision shall not eliminate or limit the liability of a director for the following: (i) for any transaction in which the director's personal financial interest is in conflict with the financial interests of the Corporation or its shareholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be a violation of law; (iii) for any vote for or assent to an unlawful distribution to shareholders as prohibited under KRS 271B.8-330; or (iv) for any transaction from which the director derived an improper personal benefit. This Article XII shall continue to be applicable with respect to any such breach of duties by a director of the Corporation as a director notwithstanding that such director

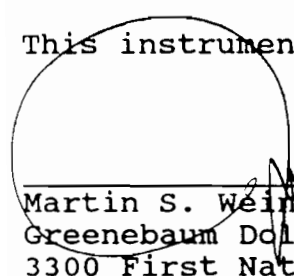
thereafter ceases to be a director and shall inure to the personal benefit of his heirs, executors and administrators.

IN TESTIMONY WHEREOF, witness the signature of the sole incorporator, this 19th day of September, 1990.

By 

Martin S. Weinberg,
Incorporator

This instrument was prepared by:



Martin S. Weinberg
Greenebaum Doll & McDonald
3300 First National Tower
Louisville, KY 40202
(502) 589-4200

BY-LAWS
OF
AU ASSOCIATES, INC.

ARTICLE I

Registered Office

The registered office of the Corporation in the Commonwealth of Kentucky shall be located in the City of Georgetown. The address of the registered office may be changed from time to time by the Board of Directors. The Corporation may have such other offices, either within or without the Commonwealth of Kentucky, as the business of the Corporation may require from time to time.

ARTICLE II

Shareholders

2.1 Annual Meeting. The annual meeting of the shareholders shall be held at such time, place and on such date as the chief executive officer may designate within or without the Commonwealth of Kentucky. If no designation of place is properly made, the place of the meeting shall be at the principal office of the Corporation. The purpose of such meeting shall be the election of directors and the transaction of such other business as may properly come before it. If the election of directors shall not be held on the day designated for an annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the shareholders to be held as soon thereafter as may be practicable. The failure to hold an annual meeting at the time fixed in accordance with these By-Laws shall not affect the validity of any corporate action.

2.2 Special Meeting. Special meetings of the shareholders may be called by the chief executive officer or the Board of Directors, or by the holders of at least thirty-three and one-third percent (33 1/3%) (or such higher or lower percentage as is contained in the Corporation's Articles of Incorporation) of all votes entitled to be cast on any issue proposed to be considered at the proposed special meeting who sign, date and deliver to the Corporation's Secretary one (1) or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in these By-Laws, the record date for determining shareholders entitled to demand a special meeting shall be the date the first shareholder signs the demand.

2.3 Place of Special Meeting. The Board of Directors may designate any place within or without the Commonwealth of Kentucky as the place for any special meeting of shareholders called by the Board of Directors. A waiver of notice signed by all shareholders may include a designation of any place, either within or without the Commonwealth of Kentucky, as the place for the holding of such meeting. If no designation is properly made, or if a special meeting be otherwise called, the place of meeting shall be at the principal office of the Corporation.

2.4 Action Without Meeting.

(a) **Action.** Any action required to be taken, or which may be taken, at a meeting of the shareholders may be taken without a meeting and without prior notice, except as provided in this Section, if the action is taken by all the shareholders entitled to vote on the action. If the Corporation's Articles of Incorporation so provide, any action except the election of directors required or permitted to be taken at a shareholders' meeting may be taken without a meeting and without prior notice, except as provided in this Section, if the action is taken by shareholders entitled to vote on the action representing not less than eighty percent (80%) (or such higher percentage as required by the Kentucky Business Corporation Act or the Articles of Incorporation) of the votes entitled to be cast. The action taken under this Section shall be evidenced by one (1) or more written consents describing the action taken, signed by the shareholders taking the action, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Action taken under this Section shall be effective when consents representing the votes necessary to take the action under this Section are delivered to the Corporation, or upon delivery of the consents representing the necessary votes, as of a different date if specified in the consent.

(b) **Notice.** Prompt notice of the taking of any action by shareholders without a meeting under this Section by less than unanimous written consent shall be given to those shareholders entitled to vote on the action who have not consented in writing. If the Kentucky Business Corporation Act requires that notice of proposed action be given to nonvoting shareholders and the action is to be taken by consent of the voting shareholders under this Section, the Corporation shall give its nonvoting shareholders and voting shareholders whose consent is not solicited, written notice of the proposed action at least ten (10) days before the action is taken. The notice shall contain or be accompanied by the same material that would have been required to

be sent to nonvoting shareholders in a notice of meeting at which the proposed action would have been submitted to the shareholders for action.

2.5 Notice of Meeting. The Corporation shall notify shareholders of the date, time, and place of each annual or special shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the meeting date. Unless the Kentucky Business Corporation Act or the Corporation's Articles of Incorporation require otherwise, the Corporation shall be required to give notice only to shareholders entitled to vote at the meeting and notice of an annual meeting shall not be required to include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting shall include a description of the purpose or purposes for which the meeting is called.

2.6 Form of Notice. Notice under these By-Laws shall be in writing unless oral notice is reasonable under the circumstances. Notice may be communicated in person; by telephone, telegraph, teletype, or other form of wire or wireless communication; or by mail or private carrier. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication. Written notice by the Corporation to its shareholder, if in a comprehensible form, shall be effective when mailed, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders. Written notice to the Corporation may be addressed to its registered agent at its registered office or to the Corporation or its Secretary at its principal office shown in its most recent annual report. Except as otherwise provided in this Section, written notice, if in a comprehensible form, shall be effective at the earliest of the following: when received; five (5) days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed; on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice shall be effective when communicated if communicated in a comprehensible manner. If the Kentucky Business Corporation Act prescribes notice requirements for particular circumstances, those requirements shall govern.

2.7 Waiver of Notice. A shareholder may waive any notice required by the Corporation's Articles of Incorporation, these By-laws, or the Kentucky Business Corporation

Act before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. A shareholder's attendance at a meeting shall waive objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A shareholder's attendance at a meeting shall be deemed a waiver of any objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

2.8 Record Date. The Board of Directors of the Corporation may fix a record date of shareholders of not more than seventy (70) days before the meeting or action requiring a determination of shareholders, in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting shall be effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting. If not otherwise fixed by the Board of Directors in accordance with these By-Laws, the record date for determining shareholders entitled to notice of and to vote at an annual or special shareholders' meeting shall be the day before the first notice is delivered to shareholders, and the record date for any consent action taken by shareholders without a meeting and evidenced by one (1) or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Corporation at its principal office shown in its most recent annual report.

2.9 Shareholders' List for Meeting. After fixing a record date for a meeting, the Corporation shall prepare a complete list of the names of all the Corporation's shareholders who are entitled to notice of a shareholders' meeting. The list shall be arranged by voting group and show the address of and number of shares held by each shareholder. The shareholders' list shall be available for inspection by any shareholder beginning five (5) business days before the meeting for which the list was prepared and continuing through the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city

where the meeting will be held. A shareholder, his agent, or attorney shall be entitled on written demand to inspect and, subject to the requirements of Section 9.6(b) of these By-Laws, to copy the list, during regular business hours and at his expense, during the period it is available for inspection. The Corporation shall make the list of shareholders available at the meeting and any shareholder, his agent or attorney shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the shareholders' list shall not affect the validity of any action taken at the meeting.

2.10 Proxies. At all meetings of shareholders, a shareholder may vote his shares in person or by proxy. A shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary of the Corporation, or other officer or agent authorized to tabulate votes. An appointment shall be valid for eleven (11) months unless a longer period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary of the Corporation or such other officer or agent authorized to tabulate votes has received written notice thereof.

2.11 Quorum and Voting Requirements. Shares entitled to vote as a voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the Corporation's Articles of Incorporation or the Kentucky Business Corporation Act provide otherwise, a majority of those votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on that matter. Once a share is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or must be set for that adjourned meeting. If a quorum exists, action on a matter (other than the election of directors) by a voting group shall be approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless the Articles of Incorporation or the Kentucky Business Corporation Act require a greater number of affirmative votes.

2.12 Greater Quorum or Voting Requirements. An amendment to the Articles of Incorporation that adds, changes or deletes a greater quorum or voting requirement shall meet the same quorum requirement and be adopted by the same vote and voting groups required to take action under the quorum and voting requirements then in effect.

2.13 Voting of Shares. Unless the provisions of Section 2.15, or the Corporation's Articles of Incorporation or the Kentucky Business Corporation Act provide otherwise, each outstanding share of common stock authorized by the Corporation's Articles of Incorporation to have voting power shall be entitled to one (1) vote on each matter voted on at a shareholders' meeting. The voting rights, if any, of classes of shares other than voting common stock shall be as set forth in the Articles of Incorporation or by appropriate legal action of the Board of Directors. Only shares shall be entitled to vote.

2.14 Voting of Shares by Certain Holders.

(a) Shares standing in the name of another corporation, domestic or foreign, may be voted by either that corporation's president or by proxy appointed by him unless the board of directors of such other corporation authorizes another person to vote such shares.

(b) Shares held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such shares into his name. Shares standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote shares held by him without a transfer of such shares into his name.

(c) Shares standing in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

(d) Where shares are held jointly by three (3) or more fiduciaries, the will of the majority of such fiduciaries shall control the manner of voting or the giving of a proxy unless the instrument or order appointing the fiduciaries otherwise directs. Where, in any case, fiduciaries are equally divided upon the manner of voting shares jointly held by them, any court of competent jurisdiction may, upon petition filed by any of the fiduciaries, or by any benefi-

ciary, appoint an additional person to act with the fiduciaries in determining the manner in which the shares shall be voted upon the particular questions as to which the fiduciaries are divided.

(e) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter, the pledgee shall be entitled to vote the shares so transferred.

(f) The Corporation shall be entitled to reject a vote, consent, waiver or proxy appointment if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the shareholder.

(g) If the name signed on a vote, consent, waiver, or proxy appointment corresponds to the name of a shareholder, the Corporation if acting in good faith shall be entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder. For purposes of this Section, a telegram or cablegram appearing to have been transmitted by the proper person, or a photographic, photostatic, or equivalent reproduction of a writing appointing a proxy may be accepted by the Corporation if acting in good faith, as a sufficient, signed appointment form.

(h) If the name signed on a vote, consent, waiver, or proxy appointment does not correspond to the name of its shareholder, the Corporation if acting in good faith shall nevertheless be entitled to accept the vote, consent, waiver, or proxy appointment and give it effect as the act of the shareholder if:

(i) The shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

(ii) The name signed purports to be that of an administrator, executor, guardian, or conservator representing the shareholder and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;

(iii) The name signed purports to be that of a receiver or trustee in bankruptcy of the shareholder

and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, or proxy appointment;

(iv) The name signed purports to be that of a pledgee, beneficial owner, or attorney-in-fact of the shareholder and, if the Corporation requests, evidence acceptable to the Corporation of the signatory's authority to sign for the shareholder has been presented with respect to the vote, consent, waiver, or proxy appointment; or

(v) Two (2) or more persons are the shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one (1) of the co-owners and the person signing appears to be acting on behalf of all the co-owners.

2.15 Cumulative Voting for Directors. At each election for directors each shareholder entitled to vote at such election shall have the right to cast, in person or by proxy, as many votes in the aggregate as he shall be entitled to vote under the Corporation's Articles of Incorporation, multiplied by the number of directors to be elected at such election; and each shareholder may cast the whole number of votes for one (1) candidate, or distribute such votes among two (2) or more candidates. Such directors shall not be elected in any other manner.

ARTICLE III

Directors

3.1 General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors, subject to any limitation set forth in the Corporation's Articles of Incorporation.

3.2 Number, Election and Term. The Board of Directors shall consist of one (1) or more individuals, with the number specified in or fixed in accordance with the Corporation's Articles of Incorporation. If the Board of Directors has power to fix or change the number of directors, the Board may increase or decrease by thirty percent (30%) or less the number of directors last approved by the shareholders, but only the shareholders may increase or decrease by more than thirty percent (30%) the number of directors

last approved by the shareholders. Directors shall be elected at the first annual shareholders' meeting and at each annual meeting thereafter unless their terms are staggered in the Articles of Incorporation. A decrease in the number of directors shall not shorten an incumbent director's term. The term of a director elected to fill a vacancy shall expire at the next shareholders' meeting at which directors are elected. Despite the expiration of a director's term, he shall continue to serve until his successor is elected and qualifies or until there is a decrease in the number of directors.

3.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board of Directors, its Chairman, or the Corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

3.4 Removal of Directors by Shareholders. A director shall be removed by the shareholders only at a meeting called for the purpose of removing him and the meeting notice shall state that the purpose, or one (1) of the purposes, of the meeting is removal of the director. The shareholders may remove one (1) or more directors with or without cause unless the Corporation's Articles of Incorporation provide that directors may be removed only for cause. If a director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him. A director may not be removed if the number of votes sufficient to elect him under cumulative voting is voted against his removal.

3.5 Vacancy on Board. Unless the Corporation's Articles of Incorporation provide otherwise, if a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of directors: the shareholders may fill the vacancy; the Board of Directors may fill the vacancy; or if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group of shareholders, only the holders of shares of that voting group shall be entitled to vote to fill the vacancy if it is filled by the shareholders. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

3.6 Compensation of Directors. Unless the Corporation's Articles of Incorporation provide otherwise, the

Board of Directors may fix the compensation of directors. No such compensation shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

3.7 Meetings. The Board of Directors may hold regular or special meetings in or out of the Commonwealth of Kentucky. The Board of Directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during this meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

3.8 Special Meetings. Special meetings of the Board of Directors may be called by, or at the request of, the Chairman of the Board of Directors or the chief executive officer of the Corporation. All special meetings of the Board of Directors shall be held at the principal office of the Corporation or such other place as may be specified in the notice of the meeting.

3.9 Action Without Meetings. Any action required or permitted to be taken at a Board of Directors' meeting may be taken without a meeting if the action is taken by all members of the Board. The action shall be evidenced by one (1) or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section shall be effective when the last director signs the consent, unless the consent specifies a different effective date.

3.10 Notice of Meeting. Unless the Corporation's Articles of Incorporation provide otherwise, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Unless the Articles of Incorporation provide for a longer or shorter period, special meetings of the Board of Directors shall be preceded by at least two (2) days notice of the date, time, and place of the meeting. Unless otherwise provided by the Articles of Incorporation, the notice shall not be required to describe the purpose of the special meeting. The form of notice shall be as provided in Section 2.6 of these By-Laws.

3.11 Waiver of Notice. A director may waive any notice required by the Corporation's Articles of Incorporation or these By-Laws or the Kentucky Business Corporation Act

before or after the date and time stated in the notice. Except as otherwise provided in this Section, the waiver shall be in writing, signed by the director entitled to the notice, and filed with the minutes or corporate records. A director's attendance at or participation in a meeting shall waive any required notice to him of the meeting unless the director at the beginning of the meeting, or promptly upon his arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

3.12 Quorum and Voting. Unless the Corporation's Articles of Incorporation require a greater or lesser number, a majority of the number of directors fixed by, or determined in accordance with, the Articles of Incorporation shall constitute a quorum of the Board of Directors. If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present shall be the act of the Board of Directors unless the Articles of Incorporation require the vote of a greater number of directors. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken shall be deemed to have assented to the action taken unless: he objects at the beginning of the meeting, or promptly upon his arrival, to holding it or transacting business at the meeting; his dissent or abstention from the action taken is entered in the minutes of the meeting; or he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

3.13 Chairman and Vice-Chairman of the Board. The Board of Directors may appoint one of its members Chairman of the Board of Directors. The Board of Directors may also appoint one of its members as Vice-Chairman of the Board of Directors, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to him by the Board of Directors.

ARTICLE IV

Officers

4.1 Required Officers. The Corporation shall have the officers described in these By-Laws or appointed by the Board of Directors in accordance with these By-Laws. A duly

appointed officer may appoint one (1) or more officers or assistant officers if authorized by the Board of Directors. The same individual may simultaneously hold more than one (1) office in the Corporation. Section 4.9 of these By-Laws delegates to the Secretary of the Corporation, if such office be created and filled, the required responsibility of preparing minutes of the directors' and shareholders' meetings and for authenticating records of the Corporation. If such office shall not be created and filled, then the Board of Directors shall delegate to one of the officers of the Corporation such responsibility.

4.2 Duties of Officers. Each officer of the Corporation shall have the respective authority and shall perform the duties set forth in these By-Laws for such officer's respective office or, to the extent consistent with these By-Laws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

4.3 Election and Term of Office. The officers of the Corporation shall be elected by the Board of Directors at the first, and thereafter at each annual meeting of the Board of Directors. If the election of officers shall not be held at any such meeting, such election shall be held as soon thereafter as is practicable. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall be duly elected or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

4.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Corporation. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. The Board of Directors may remove any officer at any time with or without cause.

4.5 Contract Rights of Officers. Election or appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

4.6 Chairman of the Board of Directors. The Chairman of the Board of Directors, if that office be created and filled, may, at the discretion of the Board of Directors, be the chief executive officer of the Corporation and, if such, shall, in general, supervise and control the affairs and business of the Corporation, subject to control by the Board of Directors. The Chairman of the Board shall preside at all meetings of the shareholders and Board of Directors.

4.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Corporation, unless a Chairman is appointed and designated chief executive officer pursuant to Section 4.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the shareholders and of the Board of Directors. He may sign certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. Unless otherwise ordered by the Board of Directors, the President shall have full power and authority on behalf of the Corporation to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Corporation may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Corporation, as owner, would have had and exercised if present. The Board of Directors may confer like powers on any other person or persons.

4.8 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 5.5; and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Chairman of the Board, the President or the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful dis-

charge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

4.9 Secretary. The Secretary, if that office be created and filled, shall (a) keep the minutes of the shareholders' meetings and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal, if any, of the Corporation; (d) be responsible for authenticating records of the Corporation; (e) keep a register of the mailing address of each shareholder; (f) sign with the President or Vice-President certificates for shares of stock of the Corporation; (g) have general charge of the stock transfer books of the Corporation; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairman of the Board, the President or by the Board of Directors.

4.10 Vice-President. In the absence of the President, or in the event of his inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their election, or in the absence of any designation, then in the order of their election), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for shares of the Corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

4.11 Assistant Treasurers and Assistant Secretaries.

(a) The Assistant Treasurer, if that office be created and filled, shall, if required by the Board of Directors, give bond for the faithful discharge of his duty in such sum and with such surety as the Board of Directors shall determine.

(b) The Assistant Secretary, if that office be created and filled, and if authorized by the Board of Directors, may sign, with the President or Vice-President, certificates for shares of the Corporation.

(c) The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as

shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman of the Board, the President or the Board of Directors.

4.12 Compensation. The compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that he is also a director of the Corporation.

ARTICLE V

Contracts, Loans, Checks and Deposits

5.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract and execute and deliver any instruments in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances.

5.2 Loans. No loans shall be contracted on behalf of the Corporation, and no evidences of indebtedness shall be issued in its name, unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

5.3 Loans to Directors. Except as otherwise provided in this Section, the Corporation may not lend money to or guarantee the obligation of a director of the Corporation unless: the particular loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited director; or the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan or the Corporation's liability on the guarantee. This Section shall not apply to loans and guarantees authorized by statute regulating any special class of corporations.

5.4 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall, from time to time, be determined by resolution of the Board of Directors.

5.5 Deposits. All funds of the Corporation not otherwise employed shall be deposited, from time to time, to the credit of the Corporation in such banks, trust companies and other depositories as the Board of Directors may select.

ARTICLE VI

Certificates for Shares and Their Transfer

6.1 Certificates for Shares. Certificates representing shares of the Corporation shall be in such form as may be determined by the Board of Directors and by the laws of the Commonwealth of Kentucky. Such certificates shall be signed by the President or a Vice-President and by the Secretary or an Assistant Secretary, if such offices be created and filled, or signed by two (2) officers designated by the Board of Directors to sign such certificates. If a corporate seal has been adopted, such certificates may bear such corporate seal or its facsimile. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for shares shall be consecutively numbered. The name of the person owning the shares represented thereby, with the number of shares and date of issue, shall be entered on the books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled and no new certificates shall be issued until the former certificates for a like number of shares shall have been surrendered and cancelled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the Board of Directors may prescribe.

6.2 Transfer of Shares. Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof, or by his legal representative who shall furnish proper evidence of authority to transfer, or by his attorney-in-fact thereunto authorized by power of attorney duly executed and filed with the Secretary of the Corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the Corporation shall be deemed the owner thereof for all purposes as regards the Corporation.

ARTICLE VII

Executive and Other Committees

7.1 Executive Committee. The Board of Directors, by resolution adopted by the greater of a majority of all directors in office when the action is taken, or the number of directors required to take action under Section 3.12 of these By-Laws, may create and appoint from among its members an Executive Committee consisting of two (2) or more members, who serve at the pleasure of the Board of Directors.

(a) Authority. When the Board of Directors is not in session, the Executive Committee shall have and may exercise all of the authority of the Board of Directors unless otherwise specified by the resolution appointing the Executive Committee. However, neither the Executive Committee nor any other committee created by the Board of Directors shall have the authority to: authorize distributions; approve or propose to shareholders action that the Kentucky Business Corporation Act requires be approved by shareholders; fill vacancies on the Board of Directors or on any of its committees; amend the Corporation's Articles of Incorporation; adopt, amend or repeal By-Laws; approve a plan of merger not requiring shareholder approval; authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; or authorize or approve the issuance or sale or contract for sale of shares, or determine the designation and relative rights, preferences and limitations of a class or series of shares, except that the Board of Directors may authorize a committee (or a senior executive officer of the Corporation) to do so within limits specifically prescribed by the Board of Directors.

(b) Tenure and Qualifications. Each member of the Executive Committee shall hold office until the next regular meeting of the Board of Directors following his designation and until his successor shall be duly designated and qualified.

(c) Meetings. Sections 3.7 to 3.11 of these By-Laws, which address meetings, action without meeting, notice of meeting, and waiver of notice shall apply to the Executive Committee and its members as well.

(d) Quorum and Voting. A majority of the number of members appointed by the Board of Directors shall constitute a quorum of the Executive Committee. If a quorum is present when a vote is taken, the affirmative vote of a

majority of members present shall be the act of the Executive Committee. A member who is present at a meeting of the Executive Committee when corporate action is taken shall be deemed to have assented to the action taken unless: he objects at the beginning of the meeting, or promptly upon his arrival, to holding it or transacting business at the meeting; his dissent or abstention from the action taken is entered in the minutes of the meeting; or he delivers written notice of his dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

(e) Vacancies. Any vacancy in the Executive Committee may be filled by a resolution adopted by the directors in accordance with Section 7.1 of these By-Laws.

(f) Resignations and Removal. Any member of the Executive Committee may be removed at any time, with or without cause, by resolution adopted by the Board of Directors in accordance with Section 7.1 of these By-Laws. Any member of the Executive Committee may resign from the Executive Committee at any time by giving written notice to the Board of Directors, its Chairman, or to the Corporation, and resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

7.2 Other Committees. The Board of Directors, by resolution adopted by the greater of a majority of all directors in office when the action is taken, or the number of directors required to take action under Section 3.12 of these By-Laws, may create and appoint from among its members such other committees, consisting of two (2) or more board members, as from time to time it may consider necessary or appropriate to conduct the affairs of the Corporation. Each such committee shall have such power and authority as the Board of Directors may, from time to time, legally establish for it. The tenure and qualifications of the members of each committee; the time, place and organization of such committee's meetings; the notice required to call any such meeting; the number of members of each such committee that shall constitute a quorum; the affirmative vote of the committee members required effectively to take action at any meeting at which a quorum is present; the action that any such committee can take without a meeting; the method in which a vacancy among the members of such committee can be filled and the procedures by which resignations and removals of members of such committee shall be acted upon or accomplished shall be fixed by the resolution adopted by the

Board of Directors relative to such matters, subject to the provisions of the Kentucky Business Corporation Act.

ARTICLE VIII

Emergency By-Laws

8.1 Adoption of Emergency By-Laws. The provisions of Section 8.2 shall be operative during any emergency. An emergency shall exist for purposes of Section 8.2 if a quorum of the Corporation's Board of Directors cannot readily be assembled because of some catastrophic event. All provisions of these By-Laws provided in the other Articles consistent with the Emergency By-Laws shall remain effective during the emergency. The Emergency By-Laws shall not be effective after the emergency ends.

8.2 Provisions of Emergency By-Laws.

(a) A meeting of the Board of Directors may be called by any officer or director of the Corporation. Notice of the time and place of the meeting need be given by the person calling the meeting to such of the directors as it may be practicable to reach and may be given in any practicable manner, including by publication or radio. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

(b) The director or directors in attendance at the meeting shall constitute a quorum.

(c) The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency, any or all directors or officers of employees or agents of the Corporation shall, for any reason, be rendered incapable of discharging their duties.

(d) The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal or regional offices, or authorize the officers to do so.

(e) All corporate action taken in good faith in accordance with these Emergency By-Laws shall bind the Corporation and shall not be used to impose liability on a corporate director, officer, employee or agent.

8.3 Changes in Emergency By-Laws. These Emergency By-Laws shall be subject to repeal or change by further action of the Board of Directors or by action of the shareholders, but no such repeal or change shall modify the provisions of Section 8.2 with regard to action taken prior to the time of such repeal or change.

ARTICLE IX

Miscellaneous

9.1 Amendments. The Board of Directors of the Corporation may amend or repeal these By-Laws unless: the Articles of Incorporation or the Kentucky Business Corporation Act reserve this power exclusively to the shareholders in whole or in part; or the shareholders of the Corporation in amending or repealing a particular By-Law provide expressly that the Board of Directors may not amend or repeal that By-Law. The Corporation's shareholders may amend or repeal these By-Laws even though these By-Laws may also be amended or repealed by the Board of Directors.

9.2 Fiscal Year. The Board of Directors shall have the power to fix, and from time to time change, the fiscal year of the Corporation.

9.3 Dividends. The Board of Directors may from time to time declare, and the Corporation shall pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

9.4 Seal. The Board of Directors may adopt a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, the state of incorporation and the word "SEAL."

9.5 Waiver of Notice. Whenever any notice is required to be given under the provisions of these By-Laws, the Articles of Incorporation or the Kentucky Business Corporation Act, in addition to any other waiver pursuant to law, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

9.6 Inspection of Records by Shareholders.

(a) A shareholder of the Corporation shall be entitled to inspect and copy, during regular business hours at the Corporation's principal office, any of the following records of the Corporation if the shareholder gives the Corporation written notice of his demand at least five (5) business days before the date on which he wishes to inspect and copy:

(i) Its Articles or restated Articles of Incorporation and all amendments to them currently in effect;

(ii) Its By-Laws or restated By-Laws and all amendments to them currently in effect;

(iii) Resolutions adopted by its Board of Directors creating one (1) or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) The minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three (3) years;

(v) All written communications to shareholders generally within the past three (3) years, including the financial statements furnished for the past three (3) years;

(vi) A list of the names and business addresses of its current directors and officers; and

(vii) Its most recent annual report delivered to the Secretary of State.

(b) If a shareholder of the Corporation, in good faith and for a proper purpose, describes with reasonable particularity his purpose and the records he desires to inspect, and if the records he requests are directly connected to his purpose, then the shareholder shall be entitled to inspect and copy during regular business hours at a reasonable location specified by the Corporation any of the following records of the Corporation upon the shareholder giving the Corporation written notice of his demand at least five (5) business days before the date on which he wishes to inspect and copy:

(i) Excerpts from minutes of any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not otherwise subject to inspection under this section;

(ii) Accounting records of the Corporation;
and

(iii) The record of shareholders.

9.7 Construction. Unless the context specifically requires otherwise, any reference in these By-Laws to any gender shall include all other genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

9.8 Severability of Provisions. If any provision of these By-Laws or its application to any person or circumstances is held invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of these By-Laws that can be given effect without the invalid provision or application, and to this end the provisions of these By-Laws are severable.

ARTICLE X

Indemnification of Directors, Officers and Employees

To the fullest extent permitted by, and in accordance with the provisions of, the Kentucky Business Corporation Act, as the same exists or may hereafter be amended (the "Act"), the Corporation shall indemnify each director or officer or employee of the Corporation against expenses (including attorneys' fees), judgments, taxes, penalties, fines (including an excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by him in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which he is, or is threatened to be made, a party because he is or was a director or officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another domestic or foreign corpora-

tion, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans. A director, officer or employee shall be considered to be serving an employee benefit plan at the Corporation's request if his duties to the Corporation also impose duties on or otherwise involve services by him to the plan or to participants in or beneficiaries of the plan. To the fullest extent authorized or permitted by, and in accordance with the provisions of, the Act, the Corporation shall pay or reimburse expenses (including attorneys' fees) incurred by a director or officer or employee who is a party to a proceeding in advance of final disposition of such proceeding.

The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Article X shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any By-Law, agreement, action of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office of the Corporation, shall continue as to a person who has ceased to be a director or officer or employee of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the Corporation, or who, while a director, officer, employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against Liability asserted against or incurred by him in that capacity or arising from his status as a director, officer, employee or agent, whether or not the Corporation would have power to indemnify him against the same Liability under the provisions of this Article X or the Act.

Any repeal or modification of this Article X by the Board of Directors or shareholders of the Corporation shall not adversely affect any right or protection of a director or officer or employee of the Corporation under this Article X with respect to any act or omission occurring prior to the time of such repeal or modification.

The above By-Laws of this Corporation were adopted by the Board of Directors on OCTOBER 6 1990

Henry W. van Dessel
Secretary

Commonwealth of Kentucky
Elaine N. Walker, Secretary of State

Elaine N. Walker
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
<http://www.sos.ky.gov>

Certificate of Existence

Authentication number: 109650

Visit <http://apps.sos.ky.gov/business/obdb/certvalidate.aspx> to authenticate this certificate.

I, Elaine N. Walker, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

AU ASSOCIATES, INC.

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 271B, whose date of incorporation is September 20, 1990 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 271B.16-220 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 4th day of February, 2011, in the 219th year of the Commonwealth.



Elaine N. Walker

Elaine N. Walker
Secretary of State
Commonwealth of Kentucky
109650/0277533

Banking References:

Mr. George Wallace
Senior VP – City Executive
BB&T - Lexington, KY
859-281-2125

Mr. Bob Turok
Senior VP
BB&T - Winchester, KY
859-744-3521

Mr. David Howard
PNC
Vice President Community Development Advisor KY/IND
502-581-2070

Ms. Tammy Thomas
Citizens Union Bank
502-633-4450

Mr. Gregory Dawson
CFO, Kentucky Bank
(859) 988-1303

Mr. Luther Deaton, President
Central Bank and Trust
(859) 253-6181

Mr. Eric Haralson
Commercial Lending
FAHE
(888) 969-1399-1235

Mr. Tim Schuler
Vice President of Commercial Lending
Traditional Bank
(859) 263 -2801 x 21442

Mr. Marty Snowden
President/CEO
Citizens Bank & Trust Co. of Jackson
(606) 666-7575

Business References:

Mr. Dudley Ives
Studio Ives Architecture
(859) 559-6603

Mr. Rick McQuady
Kentucky Housing Corporation
(800) 633-8896

Mr. Irene Gooding
City of Lexington – Community Development
(859) 258-3079

Ms. Terrell Ellis
Terrell Ellis and Associates, Inc.
(304) 342-6972

Mr. Robert Vice
Reed, Weitkamp, Schell, and Vice PLLC
(502) 589-1000

Mayor Charles Kash
City of Beattyville, Kentucky
(606) 464-5031

Mayor Rhonda Trautman
City of Glasgow, Kentucky
(270) 651-5131

Mr. Chuck Newcomer
Community Affordable Housing Equity Corporation
(919) 420-0063

Ms. Lisa Von Halle
Winterwood Inc. (Property Management)
(859) 276-5388 x239

Mr. Tim Berry
Louisville Metro Housing Authority
(502) 569-3400

HOLLY B. WIEDEMANN

Education:

Duke University, Masters of Business Administration	1985
University of Georgia, Bachelor of Landscape Architecture	1978

Development Experience:

Federal Place, Historic, low income housing	current	\$ 3,500,000
Safe Harbor Emergency Shelter, 60 beds	current	\$ 1,000,000
First Ward School Apartments, Historic, low income housing	current	\$ 2,300,000
Parkside, New Construction, low income housing	2012	\$ 6,600,000
Thomas Edison School Apts, Historic, low income housing	2011	\$ 4,300,000
Riverview at Clendenin, Historic, Medical Office, housing	2011	\$ 5,200,000
Buffalo School Apts, Historic low income housing	2011	\$ 2,800,000
Glasgow Graded School Apts, Historic low income housing	2010	\$ 3,600,000
Beattyville School Apartments, Historic low income housing	2010	\$ 2,800,000
Oliver School Apartments, Historic low income housing	2009	\$ 1,700,000
First Presbyterian Church Apts, Historic low income housing	2009	\$ 1,800,000
Harbor Hill, Historic low income Housing	2009	\$ 4,600,000
ARTEK Lofts, Urban Mixed use Condos	2008	\$ 7,500,000
Liberty School Apartments, Historic low income housing	2005	\$ 2,400,000
St. Francis (YMCA renovation), Historic, Mixed use	2003	\$ 15,000,000
Irvine School Apartments, Historic mixed income housing	2001	\$ 1,800,000
Midway School Apartments, Historic mixed income housing	1998	\$ 2,300,000

Honors:

NH&RA J. Timothy Anderson Award for Excellence in Historic Rehab: Oliver School Apts	2011
National Development Academy Award; Affordable Housing	2011
NAWBO Bluegrass Chapter 2011 Woman Business Owner of the Year	2011
AIA Kentucky, John Russell Groves Citizens Laureate Award	2010
Downtown Urban Innovation Award: Artek Lofts	2008
Bluegrass Trust Community Preservation Award: AU Associates, Inc.	2008
National Finalist: Urban Land Institute (ULI) Best Urban Design Award: Artek Lofts	2008
NH&RA J. Timothy Anderson Award for Excellence in Historic Rehab: Liberty School Apts	2006
Association of General Contractors Award: Liberty School Apts	2006
CAHEC Best Historic Preservation Award: Liberty School Apts	2005
Kentuckiana Masonry Institute 2004 Special Projects Award of Honor for St. Francis	2004
Louisville Central Area Cornerstone Award: The St. Francis	2003
AIA, Citation for Excellence in Architectural Design: The St. Francis	2003
Louisville Historical League Preservation Award: The St. Francis	2003
Blue Grass Trust for Historic Preservation: Midway School Apts	1999
Ida Lee Willis Preservation Award: Midway School Apts	1999
AIA, Citation for Excellence in Architectural Design; Midway School Apts	1999
Lexington Junior League: Outstanding Women of Lexington Award	1999
Kentucky Housing Corporation: For-Profit Excellence in Housing Award	1999

Current Board Memberships:

BB&T
Community Farm Alliance
Federal Reserve Bank – Cleveland, OH Advisory Board
National Trust Tax Policy
National Housing & Rehabilitation Association
Chair, University of Kentucky School of Architecture: Historic Preservation Advisory Board
Gaines Center for Humanities
Triangle Foundation
Fayette Alliance



AU Associates, Incorporated, founded in 1990 on the principals of adaptive use by Holly B. Wiedemann, has focused on opportunities for urban infill, as well as the revitalization of existing structures.

By transforming neglected urban buildings with character into assets that contribute to their communities, we are preserving places that tell their communities' stories and help people understand where they have come from. By building new structures in the hearts of towns and cities, beautiful structures that blend harmoniously with their surroundings, we are not only enhancing those communities aesthetically and economically, we are enhancing the lives of the people who interact with the structures.

Based on this philosophy, AU Associates since its inception in 1991 has been instrumental in preserving more than 20,000 units of housing and securing over \$70 million in financing. AU has developed over 382 units of mixed income housing, a medical facility, more than 100,000 square feet of commercial space, an art gallery, restaurant and bakery with project values exceeding \$70 million.

Recognized by over twenty state and national awards, AU Associates, Inc. is a certified Woman Owned Business. AU has also been featured in multiple Local & National Publications including: *Residential Architect*, *Novogradac's Journal of Tax Credit Housing*, *The Tax Credit Advisor*, *Affordable Housing Finance*, and the *National Parks Service Annual Report*.

AU Associates, Inc, envisions, creates and develops residential and commercial projects in a range of large urban and small rural communities.

AU Associates, Inc has an award winning track record in combining sophisticated financing including historic tax credits with housing tax credits, new markets tax credits along with conventional and preferential rate debt.

MBE/WBE PARTICIPATION

Our team recognizes and embraces the importance and necessity of MBE/DBE/WBE requirements. AU Associates, Inc. is a WBE certified firm. AU is certified annually by the Women's Business Enterprise National Council. AU has performed WBE contract work through its certifications in Kentucky, West Virginia, Ohio and New York. AU is 100% female owned and has been so since its founding in 1990.

URBAN INFILL

Urban infill, along with mixed use and historic renovation projects, has become an increasingly important tool in mitigating the effects of urban sprawl. Many communities are faced with swelling growth and escalating land costs. In the Bluegrass Region alone thousands of horse farms have been lost to massive developments of housing and retail centers.

Redeveloping infill sites in urban settings breathes new life into city centers, while easing the pressures of sprawl - longer commutes, traffic congestion, smog, urban decay, crime and the loss of precious open space.

We value the importance of blending new projects with the existing, and oftentimes historical, character of neighborhoods. By merging new and traditional materials and architectural styles in a unique and genuine way, we are raising the bar for urban infill development.

ECONOMIC IMPACT STUDIES

AU Associates, Inc. utilizes an analytical approach to the economic contribution historic preservation and urban infill provide to downtown areas and communities as a whole. By showing the newly created jobs, income, total economic input, and tax impacts of the project, comparisons can be made with other similar projects or investments. This analysis demonstrates the economic effects of projects by tracing the movement of expenditures through the various economic sectors until the money is exported incrementally from the respective city or country through purchases of outside goods and services.

The goal of this analysis is to quantify economic aspects of development such as the following:

- **Direct Spending:** On-site spending on employment, operations, and capital projects
- **Induced Benefits:** Impacts created by the successive rounds of spending in the local economy until the original direct or indirect impact has been incrementally exported from the local area.
- **Jobs and Income:** Quantify the income generated by the development and the number of jobs supported by the development.
- **Total Output in Dollars:** The combined impacts of direct and induced spending
- **Taxes:** Tax revenue contribution of the development to local, state, and federal units of government.

HISTORIC PRESERVATION

By transforming neglected urban buildings with character into assets that contribute to their communities, we are preserving places that tell their communities' stories and help people understand where they have come from.

In order to accomplish this, we combine various forms of financing. We have consistently utilized the historic tax credit, which mandates conformance to specific guidelines. To help understand the complexity of this process, we have summarized below the methodology we follow in order to accomplish the art of adaptively re-using historic structures.

The Secretary of the Interior's Standards for Rehabilitation are ten basic principles created to help preserve the distinctive character of a historic building and its site, while allowing for reasonable change to meet new needs.

The Standards apply to historic buildings of all periods, styles, types, materials, and sizes. They apply to both the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent, or related new construction.

Rehabilitation projects must meet the following Standards, as interpreted by the National Park Service, to qualify as "certified rehabilitations" eligible for rehabilitation tax credit.

LAND USE PLANNING

Sustainable land use planning requires the analysis of a variety of data. We have been retained by a variety of firms to assess a proposed specific land use, such as an airport, to determine its impact on the area. We have also looked at overall land use, in order to project the suitability of potential uses on a macro scale.

As part of our land use analysis, we take into consideration generalized existing uses, land topography, geology, soils, historic features, surrounding population, projected growth, and a host of socioeconomic factors. With the compilation of this information, combined with an analysis of future uses, we are able to both assess projected land uses and address feasibility issues with existing and projected uses.

For specific airport land use analysis, we look at noise impacts, potential relocation requirements, real estate values and existing uses, along with future uses and the inherent value accorded to each potential use.

As an overall paradigm, we look at the land. We look at the project use in the context of the area, its population, and the topography. We have an overall mission of sustainability, which can involve a host of both tangible and intrinsic values.

AFFORDABLE HOUSING

"...it is our responsibility to contribute to the community. I hope that turning abandoned old buildings into beautiful, safe, affordable homes and commercial space is regarded as a contribution, not only to the residents, but to their communities. It's certainly rewarding to me to be able to help breathe new life into an old structure and have people fall in love with it all over again." – Holly Wiedemann

The Low Income Housing Tax Credit was created under the Tax Reform Act of 1986 which provides incentives for the utilization of private equity in the development of affordable housing for low-income individuals and families. These credits are awarded to each state on a per capita basis and administered in competitive funding rounds annually by Kentucky Housing Corporation.

AU Associates, Inc. participates in these competitive funding rounds with awards based upon meeting criteria determined by the state finance agency's qualified action plan. AU has successfully worked with Kentucky Housing Corporation for over the past twelve years with 11 completed projects, 1 projects under construction, and 2 additional projects on the boards. To date, we have created over 382 units of housing, 100,000 square feet of commercial space, and have projects built or underway totaling \$70 million.

AU also partners with financial institutions which purchase these credits in order to fund the capital costs in creating affordable housing. In addition to tax credits, AU works with local communities and other finance agencies to secure additional funds including Community Development Block Grants, Federal Home Loan Bank monies, local Housing Authority Funds, Section 8 HOME Funds, Affordable Housing Trust funds, local Downtown Development Funds, and New Market Tax Credits. We are experienced and accomplished at combining cross cutting regulations in an effective and innovative manner to produce affordable housing and mixed use developments.

Construction Bidder's List

Trade	Subcontract Vendor	Company	Contact	Phone	E-Mail	Address
ABATEMENT	S	Environmental Resources, Inc.	James B. McGee	859-255-1899	(unknown)	137 N. Limestone, Lexington, KY 40507.
ABATEMENT	S	Astar Abatement	Roger Pritt	304-343-5950	(unknown)	PO Box 13533, Sissonville, WV 25360
ABATEMENT	S	Environmental Demolition Group	Shawn McGinness	859-363-4863	(unknown)	3951 Madison Pike, Covington, KY 41017
ACOUSTIC CEILINGS	S	S&D Services	Sharlene / David Evans	859-582-3303	(unknown)	(unknown)
ACOUSTIC CEILINGS	S	BMP Ventures, Inc.	Brandon Wells	770-809-9127	brandon@bmpventures.com	411 Sandhill Hickory Level Road, Carrollton, GA 30116
APPLIANCES	V	HH Gregg Appliances & Electronics	Robin Lynch	502-643-0088	robin.lynych@hhgregg.com	1050 E. Lewis & Clark Parkway, Clarksville, IN 47129-2022
ASPHALT PAVING	S	Lenco Excavation	Steve Lenox	859-514-5030	slenox@lencoexcavation.com	1212 New Circle Road, Lexington, KY 40505
ASPHALT PAVING	S	Asphalt Contractors & Sitework, Inc.	Leston Followay	304-697-2510	asphaltsiteworks@frontier.com	PO Box 544, Cattlesburg, KY 41129
ASPHALT PAVING	S	Asphalt Paving & Maintenance, Inc.	Peter Kramer	859-299-8111	pkramer@apm-lex.com	PO Box 22605, Lexington, KY 40522
ASPHALT PAVING	S	Larry Glass Construction	Matt Kirby	270-659-6911	(unknown)	1683 Burkesville Road, Glasgow, KY 42141
BALANCING	S	Environmental Balance Co.	Tim Chinn	859-621-5775	(unknown)	109 Dennis Drive, Lexington, KY 40503
BATH ACCESSORIES	V	WillisKlein Commercial	Herman Kessler	502-899-2030	hkessler@willisklein.com	1860 Arlington Avenue, Louisville, KY 40206
BATH ACCESSORIES	V	Paris, Inc.	Marilyn Black	859-987-1782	paris3@roadrunner.com	(unknown)
BATH ACCESSORIES	V	Locker Specialties, LLC	Bill Jennings	859-986-0355	bjennings@jenningsdoitbest.com	(unknown)
CARPENTRY	S	BMP Ventures, Inc.	Brandon Wells	770-809-9127	brandon@bmpventures.com	411 Sandhill Hickory Level Road, Carrollton, GA 30116
CARPENTRY - LABOR	S	Agsten Construction Co., Inc.	Carl Agsten/Peter McKinney	304-343-5400	pmckinney@agstenconstruction.com	110 Wyoming Street, Suite 100, Charleston, WV 25302-2340
CASEWORK/MILLWORK	S	Chris's Custom Cabinets	Ron Hayden	502-249-7551	(unknown)	(unknown)
CASEWORK/MILLWORK	S	Bluegrass Tops & Casework	John Greenwell	859-494-0475	(unknown)	827 Contract Street, Lexington, KY 40505
CASEWORK/MILLWORK	S	BC Woodworking, Inc.	Steve Stucky	859-254-4580	(unknown)	468 Curry Avenue, Lexington, KY 40508-3130
CASEWORK/MILLWORK	S	MasterBuilt Cabinets	Michael Mouser	270-325-3578	mmouser@scrtc.com	5130 North L&N Turnpike Road, Hodgenville, KY 42748
CASEWORK/MILLWORK	S	RM Huffman Company	Dan Huffman	304-746-0400	dan@rmhuffman.com	PO Box 8277, Charleston, WV 25303
CASEWORK/MILLWORK	S	Slone Refrigeration Company	Honoree Courage	606-324-0232	honoree@slonerefrigeration.com	2432 Greenup Avenue, Ashland, KY 41101
CLEANING	S	Martin's Cleaning Service	Ramon J. Martin	859-621-1961	martinscleaning@yahoo.com	(unknown)
CLEANING	S	Ultimate Finish	John / Alicia Williams	859-509-6512/3	(unknown)	PO Box 476, Lexington, KY 40588
CLEANING	S	ProActive Cleaning	Robert D. Beatty	859-333-1211	rbeatty@proactivecleaningservice.cc	(unknown)
CLEANING	S	S&D Services	Sharlene / David Evans	859-582-3303	(unknown)	(unknown)
CONCRETE	S	Kentuckiana Concrete Construction	Jeff Arensten	502-637-3334	jarenstenkcc@bellsouth.net	2785 S. Floyd Street, Louisville, KY 40209
CONCRETE	S	JPC, Inc.	James H. Patterson	859-333-6243	jamey@jpcconcrete.net	PO Box 25742, Lexington, KY 40524
CONCRETE	S	The Neal Company, LLC	P. Shaun Neal	859-425-4025	shaun@nealcompany.com	1410 Versailles Road, Lexington, KY 40504
CONCRETE	S	Agsten Construction Co., Inc.	Carl Agsten/Peter McKinney	304-343-5400	pmckinney@agstenconstruction.com	110 Wyoming Street, Suite 100, Charleston, WV 25302-2340
CONCRETE	S	Double J Concrete, LLC	James Blanton	859-351-9685	doublej.concrete@yahoo.com	11215 West Highway 36, Sharpsburg, KY 40374
CONCRETE	S	Larry Glass Construction	Matt Kirby	270-659-6911	(unknown)	1683 Burkesville Road, Glasgow, KY 42141
CONCRETE	S	McD Concrete Enterprises, LLC	Dan McDaniel	859-441-8588	dmcd@mcdconcrete.com	10425 S. Alexandria Pike, Alexandria, KY 41001
CONCRETE ACCESSORIES	V	C.M.A. Supply Co. of Louisville, Inc.	Paula Wheatley	502-499-2221	paula.wheatley@cmasupply.com	1900 Watterson Trail, Louisville, KY 40299
CONCRETE CORING	S	Concrete Coring Co. of Central KY	Colin Stout	859-233-0367	colin@concretecoringcompany.com	624 Bizzell Drive, Lexington, KY 40510
CONCRETE CUTTING	S	Shotts Concrete Cutting, LLC	Bob Shotts	859-351-5359	(unknown)	2561 High Bridge Road, Lancaster, KY 40444
CONCRETE CUTTING	S	A+ Concrete Cutting Company	Bill Gilpin	859-983-1041	(unknown)	3257 Tisdale Drive, Lexington, KY 40503
CONCRETE CUTTING	S	Synergy Contracting	Matt Pfister	859-333-1419	mpfister@synergylex.com	PO Box 34091, Lexington, KY 40588
CONCRETE UNDERLAYMENT	S	Louisville Underlayment	Gaylon A. Wilcoxson, Sr.	502-966-4696	louisvilleunderlayment@bellsouth.net	3910 Bishop Lane, Louisville, KY 40218
COUNTERTOPS	S	Counter Culture +	G.J. Gerard	859-333-0028	(unknown)	944 National Avenue, Lexington, KY 40502
COUNTERTOPS	S	Stone & Granite of Lexington	Ana Guzman	859-253-4070	(unknown)	628 Winchester Road, Lexington, KY 40505
DEMOLITION	S	Environmental Resources, Inc.	James B. McGee	859-255-1899	(unknown)	137 N. Limestone, Lexington, KY 40507

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Trade	Subcontract Vendor	Company	Contact	Phone	E-Mail	Address
DEMOLITION	S	MCM Demolition, Inc.	Jerry Thomas	859-225-2521	jerry@cmeky.com	2301 Frankfort Court, Lexington, KY 40510
DEMOLITION	S	BMP Ventures, Inc.	Brandon Wells	770-809-9127	brandon@bmpventures.com	411 Sandhill Hickory Level Road, Carrollton, GA 30116
DEMOLITION	S	Bob's Dump Truck Service	Bob Hizer	304-965-0841	giz1246@aol.com	16 River Drive, Elkview, WV 25071
DEMOLITION	S	Environmental Demolition Group	Shawn McGinness	859-363-4863	(unknown)	3951 Madison Pike, Covington, KY 41017
DEMOLITION	S	O'Rourke Wrecking Company	Jacquelyn Schurger	513-871-1400	(unknown)	660 Lunkin Park Drive, Cincinnati, OH 45226
DOORS	V	Window & Door Classics	Ted Sauer	859-509-4113	(unknown)	175 W. Lowry Lane, Suite 112, Lexington, KY 40503
DOORS	V	Pella Windows & Doors	Ryan Roberts	859-269-5833	ryan@pellaoki.com	2350 Fortune Drive, Suite 140, Lexington, KY 40509
DOORS	S	Clay Ingels Company, LLC	Will Chapman	859-252-0836	(unknown)	PO Box 2120, Lexington, KY 40588-2120
DOORS	V	Locknet	Rob Owen	859-887-9119	(unknown)	100 Courchelle Drive, Nicholasville, KY 40356
DOORS	V	Wholesale Hardwood Interiors	Doug Mueller	800-982-7404	woodtrim1@bellsouth.net	PO Box 485, Campbellsville, KY 42719
DOORS & HARDWARE	V	WillisKlein Commercial	Herman Kessler	502-899-2030	hkessler@willisklein.com	1860 Arlington Avenue, Louisville, KY 40206
DOORS & HARDWARE	V	Locker Specialties, LLC	Bill Jennings	859-986-0355	bjennings@jenningsdoitbest.com	(unknown)
DRYVIT	S	Miami Valley Synthetics, Inc.	John Ramby	937-862-9567	jrmvsi@sbcglobe.net	2495 US 42 South, Spring Valley, OH 45370
DRYWALL	V	Ken API Supply	Tom Bloomfield	513-615-9076	tbloomfield@kenapi.com	(unknown)
DRYWALL	V	NexGen Building Supply	Dan Buis	859-231-6150	dbuis@nexgen.com	164 Trade Street, Lexington, KY 40511
DRYWALL	S	Drywall Consultants, LLC	Bill Foster / Rick Neal	859-621-2530	drywallconsultants@yahoo.com	2288 Cincinnati Road, Georgetown, KY 40324
DRYWALL	S	JLD Incorporated (John Logan D'Wall)	John Logan	859-252-1490	jldincorporated@aol.com	PO Box 12123, Lexington, KY 40580-2123
DRYWALL	S	S&D Services	Sharlene / David Evans	859-582-3303	(unknown)	(unknown)
DRYWALL	S	Bob Madison Drywall, Inc.	Bob Madison	859-983-5842	(unknown)	(unknown)
DRYWALL	S	Farmer Drywall, LLC	Jack Farmer	606-682-5234		Berea, KY
DRYWALL	V	Specialty Products & Insulation Co.	Lee Meadows	859-269-6668	lmeadows@SPI-CO.com	2512-C Palumbo Drive, Lexington, KY 40509
DRYWALL	S	Associated Drywall Contractors	Joe Carnevale	317-546-6605	(unknown)	2920 North Arlington Avenue, Indianapolis, IN 46218
DRYWALL	S	BMP Ventures, Inc.	Brandon Wells	770-809-9127	brandon@bmpventures.com	411 Sandhill Hickory Level Road, Carrollton, GA 30116
DRYWALL	S	Rudd Drywall & Acoustics, Inc.	Billy Rudd	859-252-5544	(unknown)	PO Box 22260, Lexington, KY 40522
DUMPSTERS	V	CKY Hauling	Byron Bradshaw	859-333-1580	byron@ckylandfill.com	493 Double Culvert Road, Georgetown, KY 40324
DUMPSTERS	V	C&M Disposal & Recycling	Jerry Thomas	859-225-2521	jerry@cmeky.com	2301 Frankfort Court, Lexington, KY 40510
DUMPSTERS	V	Central Kentucky Hauling	(unknown)	502-857-1863	(unknown)	259 W. Short Street, Suite 325, Lexington, KY 40507
DUMPSTERS	V	CSI Waste Services	(unknown)	513-771-4200	(unknown)	PO Box 9001099, Louisville, KY 40290-1099
DUMPSTERS	V	Rumpke	(unknown)	800-678-6753	(unknown)	PO Box 538710, Cincinnati, OH 45253
DUMPSTERS	V	Waste Management	(unknown)	800-834-5019	(unknown)	PO Box 13648, Philadelphia, PA 19101-3648
EARTHWORK	S	Lenco Excavation	Steve Lenox	859-514-5030	slenox@lencoexcavation.com	1212 New Circle Road, Lexington, KY 40505
EARTHWORK	S	Bob's Dump Truck Service	Bob Hizer	304-965-0841	giz1246@aol.com	16 River Drive, Elkview, WV 25071
EIFS	S	Drywall Consultants, LLC	Bill Foster / Rick Neal	859-621-2530	drywallconsultants@yahoo.com	2288 Cincinnati Road, Georgetown, KY 40324
EIFS	S	Dryvit	John Powers	765-629-2609	john.powers@dryvit.com	3395 W. 700 South, Rushville, IN 46173
ELECTRIC	S	Bussell Electric, Inc.	William A. Bussell	859-293-5271	(unknown)	1661 Gayle Drive, Lexington, KY 40505
ELECTRIC	S	Dixon Electric, Inc.	Doug Dixon	859-276-2575	doug.dixon@dixonelectric.com	516 W. Fourth Street, Lexington, KY 40508
ELECTRIC	S	Integrated Electric	Teddy Modler	859-621-5265	teddy@integrated-electric.net	235 E. Industry Parkway, Nicholasville, KY 40356
ELECTRIC	S	Thoroughbred Electric	Mike Durbin	859-808-1211	(unknown)	(unknown)
ELECTRIC	S	John Ward Electric	Jackie Dunn	859-298-0456	(unknown)	1120 Apache Trail, Georgetown, KY 40324
ELECTRIC	S	Exceptional Electric	John Barker	859-333-1036	johnbarker@insightbb.com	383 Bucoto Court, Lexington, KY 40504
ELECTRIC	S	Monarch Service Corporation	(unknown)	304-744-5939	(unknown)	PO Box 128, Dunbar, WV 25064
ELECTRIC	S	Peterson Electric	Bob Peterson	859-887-3500	bob@petersonelectric-ky.com	225 Normandy Court, Suite A, Nicholasville, KY 40356

Construction Bidder's List

Trade	Subcontract Vendor	Company	Contact	Phone	E-Mail	Address
ELECTRIC	V	Dickman Supply, Inc.	Angie Parker	934-548-6103	(unknown)	1425 Sater Street, Greenville, OH 45331
ELECTRIC	V	Richard's Electric Supply Co., Inc.	Sandy	513-242-8800	(unknown)	PO Box 634222, Cincinnati, OH 45263-4222
ELECTRIC: LOW VOLTAGE	S	C.R. Cable, Inc.	Don Royster	859-543-8289	crableinc@earthlink.net	400 Blue Sky Parkway, Lexington, KY 40509
ELEVATOR	S	Schindler Elevator Corporation	Steven Blakley	513-341-2592	steven.blakley@us.schindler.com	5426 Duff Drive, Cincinnati, OH 45246-1323
ELEVATOR	S	Abell Elevator International	Tom Austin	502-634-3350	tom.austin@abellinternational.com	126 Logan Street, Louisville, KY 40204
ENVIRONMENTAL	S	Lenco Excavation	Steve Lenox	859-514-5030	slenox@lencoexcavation.com	1212 New Circle Road, Lexington, KY 40505
EQUIPMENT RENTAL	V	Sunbelt Rentals	Scott Davis	859-233-9531	scott.davis@sunbeltrentals.com	1160 E. New Circle Road, Lexington, KY 40505
EQUIPMENT RENTAL	V	RSC Equipment Rental	Steven Dean	859-624-8690	steven.dean@rscrental.com	6001 Atwood Drive, Richmond, KY 40475
EQUIPMENT RENTAL	S	Wilson Onsite Rents	Greg Elam	859-621-0677	(unknown)	2180 Old Frankfort Pike, Lexington, KY 40510
EQUIPMENT RENTAL	V	Bosley Rental Supply	(unknown)	304-776-6000	(unknown)	497 Golf Mountain Road, Cross Lanes, WV 25313
EQUIPMENT RENTAL	V	Cecil I. Walker Machinery Company	(unknown)	304-949-6400	(unknown)	PO Box 905268, Charlotte, NC 26290-5258
EROSION CONTROL	V	Site Supply, Inc.	Bill Hulette	859-243-0008	bill@sitefabric.com	2989 Weisenberger Mill Road, Midway, KY 40347
EXCAVATION	S	Lagco, Inc.	Bruce Kuntz	859-983-6045	bruce@lagco.com	PO Box 12510, Lexington, KY 40583
EXCAVATION	S	K&B Excavating, Inc.	Keith Roe	859-588-0210	(unknown)	(unknown)
EXCAVATION	S	Lenco Excavation	Steve Lenox	859-514-5030	slenox@lencoexcavation.com	1212 New Circle Road, Lexington, KY 40505
FENCING	S	Flener Brothers, Inc.	Scott Braun	270-257-8376	flenerbrothers@yahoo.com	3266 Peter Cave Road, Leitchfield, KY 42754
FENCING	V	Myer's Fencing	Troy Meyer	859-552-6775	(unknown)	5001 Park Central, Nicholasville, KY 40356
FENCING	S	Superior Fence, Inc.	Harley Burgess	304-965-9191	hsupfence@aol.com	8233 Aaron's Ford Road, Elkview, WV 25071
FINISH CARPENTRY	S	Quality Plus Construction	Jim Lybrook	765-652-1878	(unknown)	4906 W. CR 300 N, Frankfort, IN 46041
FIRE EXTINGUISHERS	V	Locker Specialties, LLC	Bill Jennings	859-986-0355	bjennings@jenningsdoitbest.com	(unknown)
FIRE EXTINGUISHERS	S	Industrial Fire Protection	(unknown)	304-744-4751	(unknown)	PO Box 10183, Charleston, WV 25357
FIRE EXTINGUISHERS	V	Roadrunner Fire & Safety	(unknown)	859-252-2121	(unknown)	2512 Palumbo Drive, Lexington, KY 40509
FIRE PROTECTION	S	Isolatek International	Gerry Fitzgerald	859-912-2684	gfitzgerald@isolatek.com	19 Barrett Drive, Fort Thomas, KY 41075
FIRE PROTECTION	V	Koorsen Fire & Security	Brian Love	859-255-0701	(unknown)	141 Venture Court, Lexington, KY 40511
FIRE PROTECTION	S	Brewer & Company of WV, Inc.	Doug Meeks	304-744-5314	dougmeeks@brewersprinkler.com	3601 7th Avenue, Charleston, WV 25312
FIRE PROTECTION	S	Concord Fire Protection, Inc.	Chris Meyer	513-942-3005	chrism@concordfp.com	4964 Provident Drive, Cincinnati, OH 45246
FIRE PROTECTION	S	Landmark Sprinkler, Inc.	Bo Wise	859-233-2075	bowise@landmarksprinkler.com	PO Box 13580, Lexington, KY 40583
FIRE PROTECTION	V	Professional Fire Extinguishers	Jon Jarrell	606-324-0807	profire1@earthlink.net	PO Box 4010, Ashland, KY 41105
FLAG POLES	V	Paris, Inc.	Marilyn Black	859-987-1782	paris3@roadrunner.com	(unknown)
FLAG POLES	S	American Flag & Poles	Sylvia Caporale	740-373-4262	(unknown)	276 Front Street, Marietta, OH 45750
FLOORING	S	Carpet Soultions	Chris Poulton	859-983-2684	chris@interior-solutions.biz	(unknown)
FLOORING	s	Miranda's Flooring	Antonio	859-559-3341	dienton@msn.com	395 Sims Pike, Georgetown, KY 40324
FLOORING	S	Advanced Floor Services, Inc.	Bill Ready	859-223-4281	(unknown)	2204 Newmarket Way, Lexington, KY 40504-3275
FLOORING	S	Top Floors	Chester Crowley	859-396-1425	(unknown)	(unknown)
FLOORING	S	Floor Solutions, LLC	Greg Knable	812-941-9101	gknable@firsolutions.com	402 E. Market Street, New Albany, IN 47150
FLOORING	S	ICC Floors	Cameron Haughey	317-813-0931	cameron@iccfloors.com	7226 East 87th Street, Suite DI, Indianapolis, IN 46256
FLOORING	S	Rite Rug Corporation	Dave Cullen	513-942-0010	davidcullen@riterug.com	8942 Global Way, West Chester, OH 45069
FOOD SERVICE EQUIP.	V	Edward Don & Company	John Lawless	800-777-4366	johnlawless@don.com	325 Transylvania Park, Lexington, KY 40508
FURNISHINGS	S	Bluegrass Recreational	(unknown)	800-257-5993	www.bluegrassrec.com	PO Box 3765, Louisville, KY 40201-3765
GLASS BLOCK	S	Glass Block of America	Steve Boesch	877-280-7700	cboesch@glassblockusa.com	1213 Medina Road, Medina, OH 44256
HARDWARE	V	Kwik-Set Fastners, Inc.	Steve Martz	859-252-7518	(unknown)	1151 Commercial Drive, Lexington, KY 40505
HARDWARE	V	Stratton Lumber & Hardware Co.	Phil Herald	859-885-9426	(unknown)	North 3rd Street, Nicholasville, KY 40356

Construction Bidder's List

Trade	Subcontract Vendor	Company	Contact	Phone	E-Mail	Address
HISTORIC INTERIOR TRIM	S	Longwood Antique Woods	Gary J. Kleine	859-233-2268	gary@longwoodantiquewoods.com	330 Midland Place, Suite #3, Lexington, KY 40505
HVAC	S	Del-Monde Heating & Air Conditioning	Donnie Hutton	859-371-7780	donnie@delmonde.com	10107 Toebben Drive, Suite 100, Independence, KY 41051
HVAC	S	Lagco, Inc.	Bruce Kuntz	859-983-6045	bruce@lagco.com	PO Box 12510, Lexington, KY 40583
HVAC	S	Rudd Heating & Cooling	Tom Rudd	859-983-2059	ruddhvac@yahoo.com	(unknown)
HVAC	S	Ray's Heating & Air Conditioning	Louis Ray	502-456-5411	louisray@bellsouth.net	4641 Illinois Avenue, Suite "C", Louisville, KY 40213
HVAC	S	Prewitt Mechanical Contractors, Inc.	David H. Prewitt	859-255-9769	david.prewitt@prewittmechanical.com	636 Bizzell Drive, Lexington, KY 40510
HVAC	S	K.A.T.S. Heating & Cooling	Mardy Casey	859-533-4292	mardycasey@insightbb.com	807 Floyd Drive, Lexington, KY 40505
HVAC	S	Larkey HVAC	William Larkey	606-864-5146	larkeydistributing@windstream.net	833 N. Mill Street, London, KY 40741
HVAC	S	Fayette Heating & Air	Bret Melrose	859-233-0424	bret.melrose@fayetteheating.com	165 Midland Avenue, Lexington, KY 40508
HVAC	S	Comfort Systems, USA	Joe McRae	317-638-5363	joe.mcrae@comfortsystemsusa.com	2655 Fortune Circle West Drive, "E&F", Indianapolis, IN 46241
HVAC	S	General Heating & Air Conditioning	Darin Law	800-532-3511	dlaw@ghacinc.com	1401 Argillite Road, Flatwoods, KY 41139
HVAC	S	H&H Heating & Cooling	(unknown)	859-261-3899	(unknown)	225 East 8th Street, Newport, KY 41071
HVAC	S	Little Heat - Little Air	Dan Little	(unknown)	littleheatandlittleair@yahoo.com	PO Box 297, Waco, KY 40385
HVAC	S	Preferred Mechanical, LLC	John Biddle	859-252-9055	cnyrguy14@aol.com	1147 Commercial Drive, Lexington, KY 40505
HVAC CONTROLS	V	S.W.H. Supply Company	Richard Cummings	859-254-8273	(unknown)	1290 Industry Road, Lexington, KY 40505
INSTALLATION	S	Installers Plus, Inc.	Wain Morris	859-388-9151	wmorris@installersplus.com	251 Price Road, Building "U", Lexington, KY 40511
INSULATION	S	RJ Insulation	Ryan Jansen	859-640-8020	rjinsulation@gmail.com	PO Box 176096, Fort Mitchell, KY 71017-6369
INSULATION	S	Lagco, Inc.	Bruce Kuntz	859-983-6045	bruce@lagco.com	PO Box 12510, Lexington, KY 40583
INSULATION	S	Aper Insulation	Eddie Aper	859-351-6389	(unknown)	(unknown)
INSULATION	S	TCI Kentucky, LLC	Pete Young	859-509-1724	pyoung@tcicon.com	4015-B Simpson Lane, Richmond, KY 40475
INSULATION	V	Specialty Products & Insulation Co.	Lee Meadows	859-269-6668	lmeadows@SPI-CO.com	2512-C Palumbo Drive, Lexington, KY 40509
INSULATION	S	Central Insulation Systems, Inc.	Jim Meyers / Kevin Conn	513-242-0600	kconn@centralinsulation.com	300 Murray Road, Cincinnati, OH 45217
LABOR	S	Trojan Labor	Christy Kolisz	859-253-9290	ckolisz@trojanlabor.com	1104 Winchester Road, Lexington, KY 40505
LABOR	V	Labor Ready Mid-Atlantic, Inc.	Ashley Meadows	304-744-9803	ameadows@laborready.com	PO Box 9001954, Pittsburgh, PA 15264-1034
LABOR	V	Labor Works of Lexington	(unknown)	(unknown)	(unknown)	PO Box 17187, Louisville, KY 40217
LANDSCAPE	S	John Thomson CLP, CLT	John Thomson	502-316-0605	jthomson@ecolandcare.com	143 Southgate Drive, Georgetown, KY 40324
LANDSCAPE	S	Tree Point, Inc.	Greg Spivey	859-484-2076	(unknown)	PO Box 94, Paris, KY 40362-0094
LANDSCAPE	S	Landscapers Paradise	Greg Spivey	859-227-1319	(unknown)	3705 N. Cleveland Road, Lexington, KY 40516
LANDSCAPE	S	The Sod Farm	David George	317-590-5476	(unknown)	(unknown)
LANDSCAPE	S	Florence Nursery & Landscaping	Todd Williams	859-371-5999	twilliams@florencenursery.com	7501 US 42, Florence, KY 41022
LANDSCAPE	S	Quality Landscaping	J. Gary Puckett	270-524-7194	jgarpuckett@aol.com	PO Box 245, Mundfordville, KY 42765
LANDSCAPE	S	RW Thompson Landscaping, LLC	Rich Thompson	859-260-1122	rich@rwthompsonlandscaping.com	710 E. Main Street, Lexington, KY 40502
LANDSCAPE	S	Terracare, Inc.	Jason Testman	304-925-4751	jtestman@terracareinc.com	374 Kanawha Salines Drive, Charleston, WV 25306
LEAD DRYWALL	V	Amis Systems, Inc.	John Browning	304-781-1252	(unknown)	221 22nd Street, Huntington, WV 25703
LOCKERS	V	Locker Specialties, LLC	Bill Jennings	859-986-0355	bjennings@jenningsdoitbest.com	(unknown)
LOCKERS	S	Flener Brothers, Inc.	Scott Braun	270-257-8376	flenerbrothers@yahoo.com	3266 Peter Cave Road, Leitchfield, KY 42754
MASONRY	S	Huston Barger Masonry, Inc.	John Bell, Jr.	859-624-0734	john.bell@hustonbarger.com	1024 Fortune Drive, Richmond, KY 40475
MASONRY	S	Triple D Masonry	(unknown)	859-369-7154	(unknown)	(unknown)
MASONRY	S	Layman Masonry	Rod	859-983-5686	(unknown)	(unknown)
MASONRY	S	Turpin Masonry, Inc.	Willie C. Turpin, Jr.	859-734-5992	wti@turpinmasonry.com	660 Beaumont Avenue, Harrodsburg, KY 40330
MASONRY	S	Smith Bros. Masonry	Charles Smith	859-361-4596	(unknown)	830 Gunnell Road, Georgetown, KY 40324
MASONRY	S	Bailey's Masonry, Inc.	Bill Bailey	270-765-0969	(unknown)	240 W. Dixie Avenue, Suite 200, Elizabethtown, KY 42701

Construction Bidder's List

Trade	Subcontract Vendor	Company	Contact	Phone	E-Mail	Address
MASONRY	S	Clay Ingels Company, LLC	Will Chapman	859-252-0836	(unknown)	PO Box 2120, Lexington, KY 40588-2120
MASONRY ACCESSORIES	V	C.M.A. Supply Co. of Louisville, Inc.	Paula Wheatley	502-499-2221	paula.wheatley@cmasupply.com	1900 Watterson Trail, Louisville, KY 40299
MASONRY RESTORATION	S	Wilson Restoration, Inc.	Mark Wilson	412-793-4400	wilrest@comcast.net	PO Box 14250, Pittsburgh, PA 15239
METALS	S	Artisan Industrial Metals	Dennis M. Brothers	502-964-0295	dennis@artisanmetals.com	6600 Artisan Way, Louisville, KY 40228
METALS	S	Turner's Industrial Sheet Metal Works	Paul G. Turner	859-255-9114	(unknown)	2168 Christian Road, Lexington, KY 40505
METALS	S	Steel Trailers, Inc.	Roger Brill	859-234-8342	(unknown)	120 Waterworks Abdallah Road, Cynthiana, KY 41031
METALS	S	Structures Unlimited, Inc.	Nikki Heady	502-966-6061	(unknown)	4122 Bishop Lane, Louisville, KY 40299
METALS	S	WF Welding, LLC	Eddie Knight	859-873-5388	(unknown)	960 Watts Ferry Road, Frankfort, KY 40601
METALS - IRONWORK	S	Back Alley Ornamental Iron	Alex Langston	502-636-0404	(unknown)	(unknown)
MILLWORK	S	RB Associates	Randy Brown	207-465-2029	(unknown)	3091 E. Elkhorn Road, Campbellsville, KY 42718
MILLWORK	S	Carpet Solutions	Chris Poulton	859-983-2684	chris@interior-solutions.biz	(unknown)
OVERHEAD DOORS	S	Howard's Overhead Doors, Inc.	Will Richardson	859-745-2693	(unknown)	2 Jefferson Street, Winchester, KY 40391
OVERHEAD DOORS	S	Helton Overhead Doors	Harry Helton	606-349-3510	harryh@heltondoor.com	4667 Lick Creek Road, Salyersville, KY 41465
OVERHEAD DOORS	S	Raynor Door Authority	Steve Kramer	859-233-0802	sikramer@lexingtondoorauthority.com	1033 Rushwood Court, Lexington, KY 40511
PAINTING	V	PPG Architectural Coatings	Wendell Davis	859-276-1447	wendelldavis@ppg.com	199 Moore Drive, Lexington, KY 40503
PAINTING	S	Martinez Painting	Alan Martinez	859-684-8485	alanmt2008@hotmail.com	Lexington, KY
PAINTING	S	Ram Painting	Brian Poynter	859-421-4659	brian@rampainting.net	964 Contract Street, Suite 135, Lexington, KY 40505
PAINTING	S	Suburban Painting Company	Nathan K. Lyvers	859-276-1139	nathan@suburbanpainting.com	225-I Big Run Road, Lexington, KY 40503
PAINTING	S	Jahnke Painting	Mark	317-287-9849	(unknown)	Indianapolis, IN
PAINTING	S	Greenbrush Painters	Scott Schmitt	317-201-4685	schmitt2@gmail.com	4456 Central Avenue, Indianapolis, IN 46205
PAINTING	S	Precision Line Painting	Gary Beach	606-928-5979	plp@plpinc.org	4635 Dawson Lane, Ashland, KY 41102
PAINTING	V	Sherwin Williams Company	(unknown)	(unknown)	(unknown)	200 Sycamore Street, Suite 119, Elizabethtown, KY 42701-3427
PLUMBING	S	Jeff Cherryholmes Plumbing	Jeff Cherryholmes	859-402-5400	(unknown)	(unknown)
PLUMBING	S	Robert Jones Plumbing	Bob Jones	513-353-2230	bob@robertjonesplumbing.com	6071 State Route 128, Cleves, OH 45002
PLUMBING	S	Patriot Plumbing	Darrell Blevins	859-745-1790	(unknown)	6095 Mt. Sterling Road, Winchester, KY 40391
PLUMBING	S	Mulligan Plumbing	(unknown)	858-223-2826	(unknown)	(unknown)
PLUMBING	S	Dauenhauer Plumbing	Jason LeBoeuf	502-657-1907	jasonl@dauenhauerplumbing.com	3416 Robards Court, Louisville, KY 40218
PLUMBING	V	Elizabethtown Winnelson Supply	Donna	(unknown)	(unknown)	434 S. Mulberry, Elizabethtown, KY 42701
PLUMBING	S	Honest Solutions, Inc. Plumbing	Gerald Ramsey	859-327-2434	ramseyplumbing@hughes.net	1625 Willisburg Road, Lawrenceburg, KY 40342
PLUMBING	S	Workman & Sons Plumbing	John Workman	606-929-9007	john@kysupply.net	PO Box 5160, Ashland, KY 41105
ROOFING	S	BSR Roofing (Burnett & Sons)	Jerry Hager	859-948-4055	jhager04@yahoo.com	656 Bizzell Drive, Lexington, KY 40510
ROOFING	S	SpeedCo Roofing & Metalwork	Danny Speed	513-616-1010	danny@speedco.net	6125 Belleair Place, Cincinnati, OH 45224
ROOFING	S	MAC Metal Sales	Adam Buck	606-678-8331	(unknown)	1650 West Highway 80, Somerset, KY 42503
ROOFING	S	Kalkreuth Roofing & Sheet Metal	Michael Wheeler	859-231-7663	mwheeler@krsm.net	124 Venture Court, Suite 10, Lexington, KY 40511
ROOFING	S	R2 Roofing & Repair	Steve Sherrow	859-576-5894	(unknown)	PO Box 910626, Lexington, KY 40591-0626
ROOFING	S	Certified Roofing Systems, Inc.	Jody Shadbolt	859-351-5075	(unknown)	1016 Hillary Terrace, Versailles, KY 40383
ROOFING	S	Harris Brothers Roofing Co., Inc.	(unknown)	(unknown)	(unknown)	1533 Hansford Street, Charleston, WV 25311
ROUGH CARPENTRY	S	Carter Lumber Company	Brett Kalifoot	513-894-5609	mgr187@carterlumber.com	2110 Millville-Oxford Road, Hamilton, OH 45013
ROUGH CARPENTRY	V	Falls City Lumber Company	Pat Ballard	800-633-8652	(unknown)	3042 W. Broadway, Louisville, KY 40211
ROUGH CARPENTRY	V	Palumbo Lumber	Mark A. Read	859-983-6994	lumber1020pal@aol.com	1020 W. Main Street, Lexington, KY 40508
ROUGH CARPENTRY	V	Stratton Lumber & Hardware Co.	Phil Herald	859-885-9426	(unknown)	North 3rd Street, Nicholasville, KY 40356
ROUGH CARPENTRY	V	Lexington Building Supply	Gary Simpson	859-254-8834	(unknown)	1077 Eastland Drive, Lexington, KY 40505

Construction Bidder's List

Trade	Subcontract Vendor	Company	Contact	Phone	E-Mail	Address
ROUGH CARPENTRY	V	Hardymon Lumber, Inc.	Terry Teegarden	888-208-0545	(unknown)	PO Box 628, 343 E. Second Street, Maysville, KY 41056
ROUGH CARPENTRY	V	Boland Maloney Lumber	Joe De'Armond	502-814-6283	(unknown)	4010 Collins Lane, Louisville, KY 40245
ROUGH CARPENTRY	V	Timberland Lumber Company	Brad Emmert	812-208-0331	bemmert@timberlandlbr.com	PO Box 193, Brazil, IN 47834
SAFETY	S	RoSaKo Safety	Ron / Sandy Koons	765-354-2574	(unknown)	629 N. Fifth Street, Middletown, IN 47356-1007
SAFETY	S	Kay Safety Consultants	(unknown)	317-989-4379	(unknown)	708 S. California Street, Sheridan, IN 46069
SAFETY	V	National Safety Compliance	(unknown)	877-922-7233	(unknown)	(unknown)
SAFETY	V	Safetysign.com	(unknown)	800-274-6271	(unknown)	PO Box 467, Garfield, NJ 07024
SEALANTS	S	Advanced Sealants, LLC	Michael Martin	502-548-3737	AdvancedSealants@aol.com	5300 Sprucewood Drive, Lexington, KY 40509
SECURITY	S	Backstretch Farm	Dave Robinson	317-250-6941	robinsonrunners@iuno.com	PO Box 188, New Palestine, IN 46163
SECURITY	S	Airtight Security Systems	Ted Weingartner	513-553-6600	(unknown)	1188 Twelve Mile Road, New Richmond, OH 45157
SECURITY DOORS	V	Laforce, Inc.	Tom Keenan	800-762-7301	tek@laforceinc.com	(unknown)
SHOWER DOORS	S	Wildcat Showerdoors & Glass	Adam Minix	859-948-4236	(unknown)	(unknown)
SIDING	S	MAC Metal Sales	Adam Buck	606-678-8331	(unknown)	1650 West Highway 80, Somerset, KY 42503
SIGNAGE	V	WillisKlein Commercial	Herman Kessler	502-899-2030	hkessler@willisklein.com	1860 Arlington Avenue, Louisville, KY 40206
SIGNAGE	V	Locker Specialties, LLC	Bill Jennings	859-986-0355	bjennings@jenningsdoitbest.com	(unknown)
SIGNAGE	V	Ruggles Sign Company	Dennis Mounts	859-879-1199	(unknown)	308 Crossfield Drive, Versailles, KY 40383
SIGNAGE	V	Sign Makers of Hardin County	(unknown)	270-737-0836	(unknown)	326 E. Dixie Avenue, Elizabethtown, KY 42701
SIGNAGE	V	Waky Sign Company, Inc.	(unknown)	270-781-6834	(unknown)	1530 Mudd Avenue, Bowling Green, KY 42102
SIGNAGE	V	Worldwide Graphics & Sign Company	Christian Beebe	513-241-2726	(unknown)	6262 Wiebe Road, Cincinnati, OH 45237
SITE SEWER / STORM	S	Foster Supply, Inc.	Ron A. Foster	304-282-7614	ronfoster@fostersupply.com	PO Box 488, Scott Depot, WV 25560
SITE SEWER / STORM	S	Lenco Excavation	Steve Lenox	859-514-5030	slenox@lencoexcavation.com	1212 New Circle Road, Lexington, KY 40505
STAIRS & HANDRAILS	S	Crown Stair, LLC	Micah Jerome	859-621-2117	(unknown)	1045 Georgetown Road, Suite C-1, Lexington, KY 40511
STAIRS & HANDRAILS	S	STF Custom Stairs	T.K. Sapp	270-465-0131	stffab@windstream.net	110 Mile Lane, Campbellsville, KY 42718
STEEL BUILDINGS	S	Steel Buildings, Inc.	Loren Biggers	256-383-7322	(unknown)	3027 Jefferson Street, Paducah, KY 42001
STONE	V	Throwing Rocks, LLC	Charles Julian	859-509-1451	charlesjulian30@aol.com	725 Lori Lane, Lexington, KY 40517
STOREFRONT	S	Robert's Glass & Service, Inc.	Dan Davidson	317-5842-0693	ddavidson@robertsglass.com	PO Box 26069, Indianapolis, IN 46226
STRUCTURAL STEEL	S	Agsten Construction Co., Inc.	Carl Agsten/Peter McKinney	304-343-5400	pmckinney@agstenconstruction.com	110 Wyoming Street, Suite 100, Charleston, WV 25302-2340
SUPERVISION	S	BMP Ventures, Inc.	Brandon Wells	770-809-9127	brandon@bmpventures.com	411 Sandhill Hickory Level Road, Carrollton, GA 30116
SUPERVISION	S	Equiteam, LLC	Scott Schutz	317-816-1230	(unknown)	PO Box 10, Carmel, IN 46082
SUPERVISION	S	Gilliatte Builders, Inc.	Nova Gilliatte	3177-250-0832	ngilliatte@aol.com	304 Cranberry Drive, Greenfield, IN 46140
SURVEY	S	Ransdell Land Surveyors	Jeff Ransdell	859-621-9811	(unknown)	104 Courchelle Drive, Nicholasville, KY 40356
TEMPORARY FENCE	V	Ead's Fence Company, Inc.	Chris Schulte	800-669-0643	cschulte@eadsfence.com	131 Broadway Street, Loveland, OH 45140
TEMPORARY TOILETS	V	A-I Portable Restrooms	(unknown)	859-455-8218	(unknown)	801 Enterprise Drive, Lexington, KY 40510
TEMPORARY TOILETS	V	C&C Portable Restrooms	(unknown)	800-257-5993	(unknown)	5222 Highway 60, Vine Grove, KY 40175
TEMPORARY TOILETS	S	Crosier's Sanitary Services, Inc.	(unknown)	(unknown)	(unknown)	PO Box 250, Lansing, WV 25862
TEMPORARY TOILETS	V	Martin's Sanitation Services	(unknown)	859-987-2529	(unknown)	PO Box 5343, Paris, KY 40362-5343
TEMPORARY TOILETS	V	Porta-Kleen	(unknown)	800-972-3800	(unknown)	PO Box 930, Lancaster, OH 43130
TEMPORARY TOILETS	V	Scotty's Potties	(unknown)	740-574-1661	(unknown)	239 Clay Street, Wheelersburg, OH 45694
TEMPORARY TRAILER	V	Mobile Mini, Inc.	Farrah Caldwell	502-772-0448 x 14	(unknown)	7420 S. Kyrene Road, Suite 101, Tempe, AZ 85283
TEMPORARY TRAILER	V	Modspace	(unknown)	(unknown)	(unknown)	12603 Collections Center Drive, Chicago, IL 60693-0126
TERMITE TREATMENT	S	Guarentee Pest Control, Inc.	David Sweeney	859-254-2076	(unknown)	752 E. Seventh Street, Lexington, KY 40505
TERMITE TREATMENT	S	Elizabethtown Exterminating	(unknown)	270-737-6900	(unknown)	2818 Ring Road, Elizabethtown, KY 42701-9114

Construction Bidder's List

Trade	Subcontract Vendor	Company	Contact	Phone	E-Mail	Address
TERMITE TREATMENT	S	Gateway Pest Control	Jamie Steffey	502-570-0198	(unknown)	243 Wilderness Trail Lane, Georgetown, KY 40324
TERMITE TREATMENT	S	Terminex International Co., LP	Mick Gulli	304-344-8047	(unknown)	4740 Chimney Drive, Charleston, WV 25302
TESTING & INSPECTION	S	L.E. Gregg Associates	Tim McClure	859-252-7558	tmccclure@legregg.com	446 E. High Street, Suite 140, Lexington, KY 40507
TESTING & INSPECTION	S	Astbury Environmental Engineering	Dan Moore	812-480-7864	dmoore@astburvenviro.com	318 Main Street, Suite 219, Evansville, IN 47708
TESTING & INSPECTION	S	QORE Property Sciences	(unknown)	(unknown)	(unknown)	422 Codell Drive, Lexington, KY 40509
TESTING & INSPECTION	S	I.A.N. Garcelon	(unknown)	304-965-1331	(unknown)	72 Baltic Drive, Elkview, WV 25071
TESTING & INSPECTION	S	HC Nutting - Terracon	Yogesh Rege	304-344-0821	(unknown)	912 Morris Street, Charleston, WV 25301
THERMAL IMAGING	S	Thermal Vision	Ronald Matar, PE	859-229-0629	ron@thermalvisionky.com	4937 Keene Road, Lexington, KY 40507
TREE REMOVAL/ ARBOR	S	Lexington Tree Service	Stanley W. Stinnett	856-621-6254	(unknown)	1111/1113 Winchester Road, Lexington, KY 40505
TRENCHING	S	Price's Well Drilling & Trenching	William Duke Price	270-358-3911	(unknown)	426 Jeffries Road, Hodgenville, KY 42748
TUB REPAIR	S	Tub Pro	Tommy Sharp	859-621-3130	(unknown)	(unknown)
VISUAL DISPLAY	V	Locker Specialties, LLC	Bill Jennings	859-986-0355	bjennings@jenningsdoitbest.com	(unknown)
WATERPROOFING	S	Plowman Waterproofing Co., Inc.	Al Plowman	859-273-4101	pwcl Lexington@aol.com	PO Box 23991, Lexington, KY 40523
WINDOW COVERINGS	S	Best Blind & Shade	Russ Enschede	502-637-7704	rensch@bestblindandshade.com	1264 S. Preston Street, Louisville, KY 40203
WINDOW COVERINGS	S	Window Fashions	Jerry Belcher	304-744-7097	belchercharles@yahoo.com	516 D Street, S. Charleston, WV 25303
WINDOWS	S	Robert's Glass & Service, Inc.	Dan Davidson	317-5842-0693	ddavidson@robertsglass.com	PO Box 26069, Indianapolis, IN 46226
WINDOWS	V	Window & Door Classics	Ted Sauer	859-509-4113	(unknown)	175 W. Lowry Lane, Suite 112, Lexington, KY 40503
WINDOWS	V	Pella Windows & Doors	Ryan Roberts	859-269-5833	ryan@pellaoki.com	2350 Fortune Drive, Suite 140, Lexington, KY 40509
WINDOWS	S	Allegheny Restoration	Blair Lee	304-594-2570	blair@alleghenyrestoration.com	PO Box 18032, Morgantown, WV 26507
WINDOWS	S	Clay Ingels Company, LLC	Will Chapman	859-252-0836	(unknown)	PO Box 2120, Lexington, KY 40588-2120
WINDOWS	S	Economy Glass Service, Inc.	Mark Moore	859-252-4079	(unknown)	679 Magnolia Avenue, Lexington, KY 40505
WINDOWS	S	Hemm's Glass Shops, Inc.	Trenton Karn	937-773-5591	tkarn@hemmglass.com	514 S. Main Street, Piqua, OH 45356
WINDOWS	S	Hub City Glass	(unknown)	(unknown)	(unknown)	1971 Leitchfield Road, Elizabethtown, KY 42701
WINDOWS	S	O'Nan Glass & Window Co., Inc.	Tony O'Nan	859-255-7914	pa@onanarch.com	553 W. Third Street, Lexington, KY 40508
WINDOWS	S	Renewal by Anderson, Inc.	Jay Bachman	502-266-7762	(unknown)	11400 Bluegrass Parkway, Louisville, KY 40299

KEY STAFF BIOS

President & Owner

Holly Wiedemann

Holly Wiedemann, founding principal and President of AU Associates, Inc., earned a Master's Degree in Business Administration from Duke University and Bachelor's degree in Environmental Design and Land Use Planning from the University of Georgia. She has been responsible for a wide range of projects throughout her career serving as a Financial Analyst, Project Manager, and Developer. She has specifically worked in the renovation, creation, adaptive reuse, and development of affordable housing since 1986.

Director of Development

Johan Graham

Johan Graham joined AU Associates, Inc. in April of 2006 as the Financial Manager. While involved in all aspects of project conceptualization and development, his primary responsibilities revolve around structuring, underwriting, syndicating and monitoring AU's current and future portfolio of LIHTC and Historic Tax Credit projects. He is a 2000 graduate of Transylvania University in Lexington, Kentucky with a B.A. in Sociology and Anthropology and a 2002 graduate of The University of North Carolina at Chapel Hill with a Masters in Regional Planning with a focus on Affordable Housing, Real Estate, and Community Development. Prior to joining AU Associates, Johan worked as a Project Development Officer at Community Affordable Housing Equity Corporation (CAHEC), a tax credit syndicator, and was responsible for over \$70 million in Low-Income Housing and Historic Tax Credit equity investments totaling over 1,100 units in Kentucky, West Virginia, and North Carolina.

Director of Operations

Martha Dryden

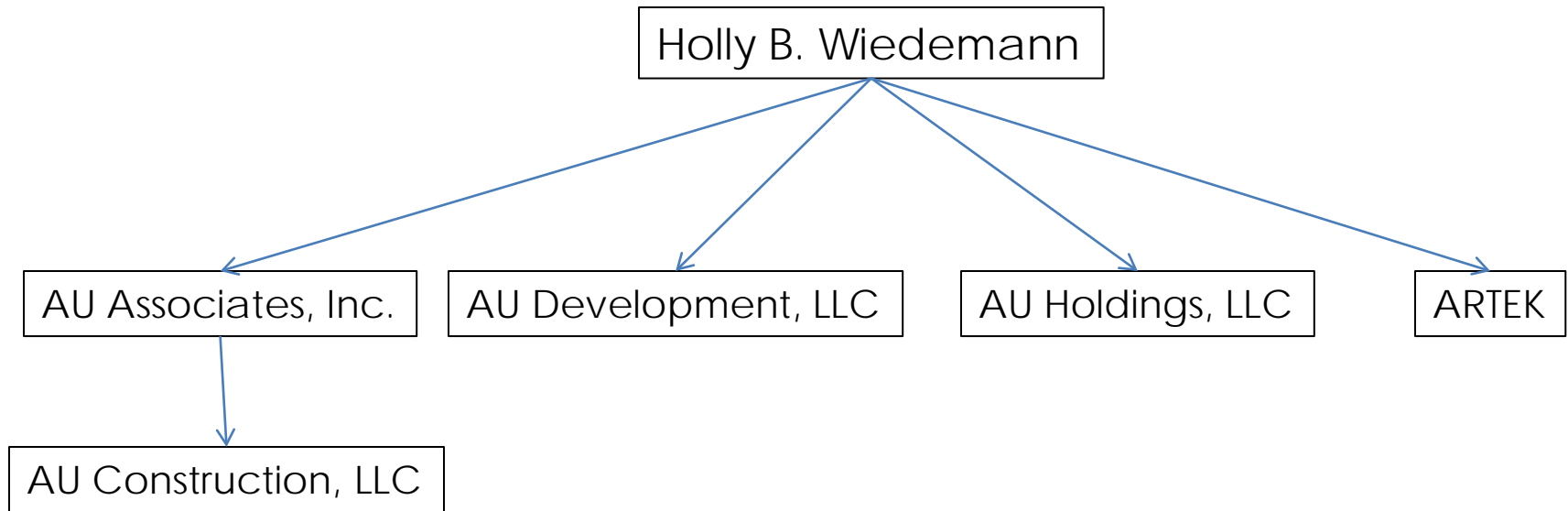
Since re-joining AU Associates, Inc. in January of 2003, Martha has served as Office Administrator, Project Manager, and now currently serves as the company's Director of Operations. Martha initially became interested in AU's work during an internship while obtaining her B.S. in Business Administration and Communication Arts from Georgetown College. Once graduating, she gained several experiences in marketing, product management, and information technology before returning to AU. Her duties and responsibilities include managing daily operations, project inception, implementation and management. Martha served as the development assistant project manager

on three of AU's projects and served as the development project manager for the Glasgow Graded School Apartments and Parkside projects totaling \$10.5 million.

Director of Construction

Nick Koon

Nick Koon graduated from the University of Toledo in 2001 with a Bachelors Degree in Business Management. After serving as the construction project manager for three AU projects, Nick joined AU in June of 2010 as Director of Construction. Upon joining AU, the construction division had already established a pipeline of nearly 13 million dollars in upcoming projects. Nick is responsible for the hiring of qualified staff, financials, schedules, and quality control of all projects. As of 2012, Nick has been responsible for the project management of over \$13.5 million in construction.



- Holly Wiedemann is the sole member or 100% owner of AU Associates, AU Development, AU Holdings and ARTEK;
- AU Associates, Inc. is the sole member and 100% owner of AU Construction LLC
- AU Development, AU Holdings, ARTEK and AU Construction do NOT have employees;
- All employees are of AU Associates Inc (even those in construction)

- Midway School Apartments (1)
- Liberty School Apartments (1)
- St. Francis (1)
- ARTEK (2)
- Irvine School Apartments (3)
- Harbor Hill (1)
- First Presbyterian Church Apartments (1)
- Oliver School Apartments (1)
- Beattyville School Apartments (1)
- Glasgow Graded School Apartments (1)
- Buffalo School Apartments (1)
- Riverview at Clendenin School (1)
- Parkside Apartments (1)
- Fourth District Elementary School (Edison School Apartments) (1)

Project Listing

1. Projects in operation where AU Associates , AU Development or AU Holdings is the General Partner (usually AU Associates is also the developer)
2. In operation with Holly as GP;
3. Developed by AU Associates (no longer a part of ownership)

Staff Listing

Holly B. Wiedemann

Development

- Johan Graham (Director of Development)
- Martha Dryden (Director of Operations)
- Joey Klare (Development Associate)
- Jai Swann (Project Assistant)

Christy Woodward
(Chief Financial Officer)

Construction

- Nick Koon (Director of Construction)
- Martin Delker (Assistant Project Mgr)
- Mary Deltry (Construction Admin)
- Rob Sofronko (Superintendent)

Experience Narrative

AU has developed an impeccable track record of product excellence, integrity and capability as well as national recognition for excellence in the adaptive re-use of historic structures. AU holds a significant market niche of innovative financing utilizing various federal programs and has a thorough understanding of complex financial structures.

AU Associates, Inc. has successfully completed over 14 projects utilizing HOME funds, AHTF funds, CDBG funds, Low Income Housing tax credits, Federal and State Historic Tax Credits, New Markets Tax Credits, conventional financing as well as construction and permanent financing since its inception in 1990.

AU Associates, Inc. has many successful partnerships noted by the extensive banking and business references. Since 1998, AU has partnered with Kentucky Housing Corporation to provide affordable housing utilizing Low Income Housing Tax Credits as well as Affordable Housing Trust Funds and HOME funds. To date, AU has created eleven affordable housing communities across the state of Kentucky. In addition, AU currently has its second West Virginia project under construction. Riverview at Clendenin School, which was completed in the fall of 2011, fostered one of the most complex financial structures in AU's portfolio utilizing Neighborhood Stabilization Funds, Medical Stimulus Funds, State and Federal Historic Tax Credits and USDA Funds.

AU has worked with the Community Development Division of LFUCG on two projects within the City of Lexington. The First Presbyterian Church Apartments, located on Market Street, and the recently opened Parkside Apartments, located on Cross Keys. Both projects involved multiple sources of financing including Low Income Housing Tax Credits and HOME funds. Both projects were completed within budget, on schedule and have been delivered as promised without complication to the City of Lexington. Both are shining examples of a Public/Private partnership that created sustainable, efficient, quality affordable housing for Lexington's working poor.

Typically, AU has been the client and long term owner of our developed properties. Our lenders, investors and other financial partners are the organizations which have a financial stake in our projects' successes and reputation. Many of those groups and individuals are listed as references in an earlier section of this submittal.

For each project, publically audited development and operational statements are required to insure that our partners have received the benefits they have anticipated and that all funds are expended legitimately. Careful oversight is required to deliver both a project on-time and within budget; these Federal, State, Local, lender and investor requirements are present in each deal in which AU participates. AU has never had a case of tax credit recapture on any project and has never been excused or replaced as a General Partner, Developer or Contractor due to lack of performance.

The breadth of AU's portfolio demonstrates the team's ability to think creatively and critically to determine the best financing structure to bring projects to reality. AU does not have a marketing department and does not advertise; rather it relies on our projects to be virtual calling cards for those new communities looking to breathe life into vacant structures and lots in their urban core. Our performance on past projects is of paramount performance. The positive recommendations of the leaders and funding sources in the communities where we have developed directly lead to our next project. Therefore, the reputation of the company is critical to the company's success.

Green Construction & Energy Star Techniques

AU Associates, Inc. values the use of energy star and green construction items. The adaptive re-use of buildings, AU's founding principle, is considered the ultimate green technique of recycling. Therefore, all of AU's projects seek to utilize as many energy star rated products and energy efficiency technologies as possible. Some of the items used in past projects include:

Energy Efficiency

- Inclusion of Energy Star rated heating and cooling products. Heat pumps which have programmable thermostats and use "adaptive recovery" technology in order to prevent excessive use of electric back-up heating.
- Energy Star windows
- Energy Star appliances including: dishwasher, refrigerator, clothes washer
- Energy Star light fixtures and exhaust fans

Green Construction

- Carpeting used throughout the project which meets the product testing requirements of the Carpet and Rug Institute's Green Label Plus program
- Covered storage facilities and racks for securing bicycles for fifteen percent (15%) of building occupants.
- Compact florescent light bulbs (CLFs)
- Programmable thermostats.
- Lavatory faucets with an average flow rate of less than or equal to 2.0 gpm.
- Shower heads with an average flow rate of less than or equal to ≤ 2.0 gpm.
- Tank-less water heaters
- Green Elevator
- Pervious concrete parking lots



A U A S S O C I A T E S

Project Portfolio

Development	Midway School Apartments	Irvine School Apartments	The St. Francis
Address	Midway School Apartments 510 S. Winter Street Midway, KY 40347 (859) 846-4949	223 Broadway Irvine, KY 40336 (606) 723-0288	The St. Francis 233 West Broadway Louisville, KY 40202 (502) 568-1117
Total Project Cost	\$ 2.3 million	\$ 1.8 million	\$ 14 million
Project Partners	MMA Financial Kentucky Housing Corporation Citizen Commerce Bank Kentucky Heritage Council	US Bank Kentucky Housing Corporation Kentucky Heritage Council	National City Bank Downtown Louisville Housing Fund Housing Authority of Louisville Kentucky Heritage Council
Funding Sources	LIHTC HOME Historic Tax Credit	LIHTC HOME Federal Historic Tax Credit	Federal Historic Tax Credit 221(d) 4 Mortgage Downtown Louisville Housing Fund
Completion	1998	2001	2003
Number of Units	24	17	58 apartments 18,000 sq ft Commercial Space
Target Audience	Mixed Income Senior	Mixed Income Senior	48 Market Rate units 10 Restricted units



Project Portfolio

Development	Liberty School Apartments	ARTEK Lofts	Harbor Hill
Address	Liberty School Apartments 307 South Liberty Street Glasgow, KY 42141 (270) 361-2939	159 Old Georgetown Street Lexington, KY 40508 (859) 233-2009	3700 Landsdowne Drive Ashland, KY 41102 (606) 393-5729
Total Project Cost	\$ 2.2 million	\$ 7 million	\$ 4.6 million
Project Partners	CAHEC Kentucky Housing Corporation BB&T Kentucky Heritage Council	National City Bank Community Ventures Corporation City of Lexington	National City Bank Citizens Union Bank Kentucky Housing Corporation City of Ashland Kentucky Heritage Council Federal Home Loan Bank of Cincinnati
Funding Sources	LIHTC HOME Federal & State Historic Tax Credits	New Markets Tax Credits National City Community Development Corporation PNC 1 st Mortgage	CDBG Funds Federal & State Historic Tax Credits LIHTC AHP Funds (FHLB)
Completion	2005	2008	2009
Number of Units	20	38 condos 3,820 sq ft Commercial Space	34 apartments Ground Floor Commercial Space
Target Audience	Mixed Income Senior	Market Rate Office	Victims of Domestic Violence



Project Portfolio

Development	Oliver School Apartments	1 st Presbyterian Church Apts	Beattyville School Apartments
Address	30 Oliver Street Winchester, KY 40391 (859) 744-2701	179 & 185 Market Street Lexington, KY 40508 (859) 699-6602	58 East Center Street Beattyville, KY 41311 (606) 464-1020
Total Project Cost	\$ 1.7 million	\$ 1.8 million	\$2.8 million
Project Partners	Kentucky Bank BB & T Kentucky Housing Corporation Kentucky Heritage Council	Central Bank Kentucky Housing Corporation City of Lexington HOME Kentucky Heritage Council	FAHE, Inc. Citizens Union Bank Kentucky Housing Corporation Kentucky Heritage Council
Funding Sources	LIHTC Federal & State Historic Tax Credits	LIHTC Federal & State Historic Tax Credits	Exchange Funds Federal & State Historic Tax Credits CDBG Funds
Completion	2009	2009	2010
Number of Units	11	10	18
Target Audience	Affordable Family	Affordable Family	Affordable Senior



Project Portfolio

Development	Glasgow Graded School Apts	Buffalo School Apartments	Riverview at Clendenin School
Address	309 Liberty Street Glasgow, KY 42141 (270) 361-2939	50 School Loop Buffalo, Kentucky 42716 (270) 325-3764	107 Koontz Avenue Clendenin, WV 25045 (304) 548-8088
Total Project Cost	\$ 3.6 million	\$ 2.8 million	\$5.2 million
Project Partners	BB &T CAHEC Kentucky Housing Corporation Kentucky Heritage Council Citizens Union Bank	First Federal Savings Bank of Elizabethtown BB&T Kentucky Housing Corporation Kentucky Heritage Council	West Virginia Development Office Neighborhood Stabilization Program Poca Valley Bank West Virginia Heritage Council
Funding Sources	TCAP LIHTC Federal & State Historic Tax Credits	LIHTC Federal & State Historic Tax Credits	USDA NSP Federal & State Historic Tax Credits Medical Stimulus Funds
Completion	2010	2011	2011
Number of Units	23	19	18 apartments 13,000 sq ft medical office
Target Audience	Affordable Senior	Affordable Senior	Affordable Senior Medical Office/Clinic Pharmacy & Dental Office



A U A S S O C I A T E S

Project Portfolio

Development	Thomas Edison School Apartments	Parkside
Address	1516 Scott Street Covington, KY 41011 (859) 445-6119	1060 Cross Keys Road Lexington, KY 40504 (859) 229-3020
Total Project Cost	\$ 4.3 million	\$ 6.6 million
Project Partners	US Bank CAHEC City of Covington CDBG Kentucky Housing Corporation Kentucky Heritage Council	CAHEC Citizens Union Bank LFUCG Community Development Kentucky Housing Corporation
Funding Sources	LIHTC Federal & State Historic Tax Credits Affordable Housing Trust Funds CDBG Funds	LIHTC LFUCG HOME Funds Affordable Housing Trust Funds
Completion	2011	2012
Number of Units	26	36
Target Audience	Affordable Family	Affordable Family



**1924
Midway School**





THE
MIDWAY
SCHOOL
APARTMENTS





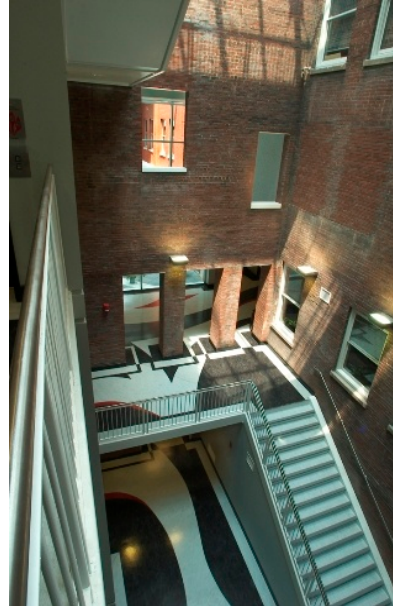
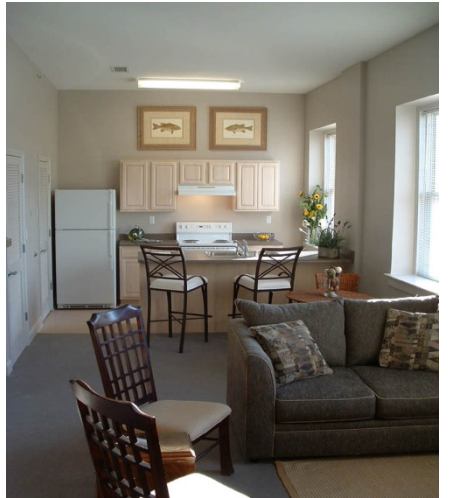
**1920
Irvine School**



SCHOOL APARTMENTS
IRVINE

1913 Former YMCA





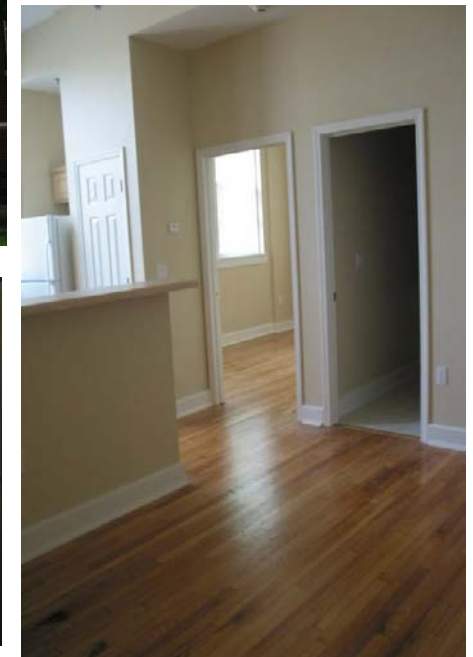
THE St Francis APARTMENTS | COMMERCIAL

1931 Liberty School





LIBERTY
SCHOOL APARTMENTS





Former American Legion, Funeral Home, and Vacant Lot





ARTEK
LOFTS

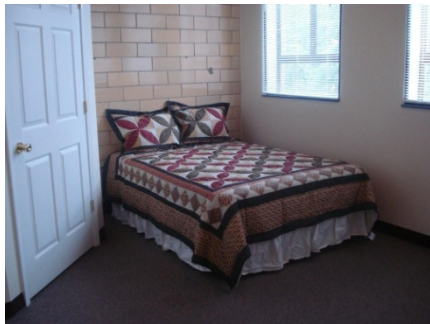
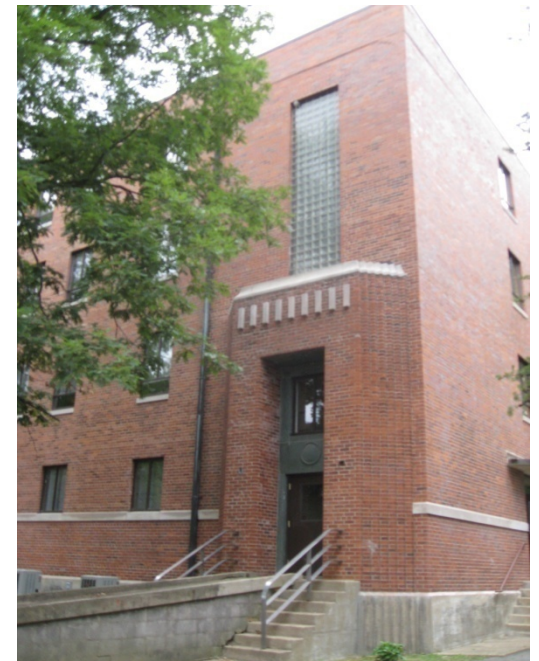
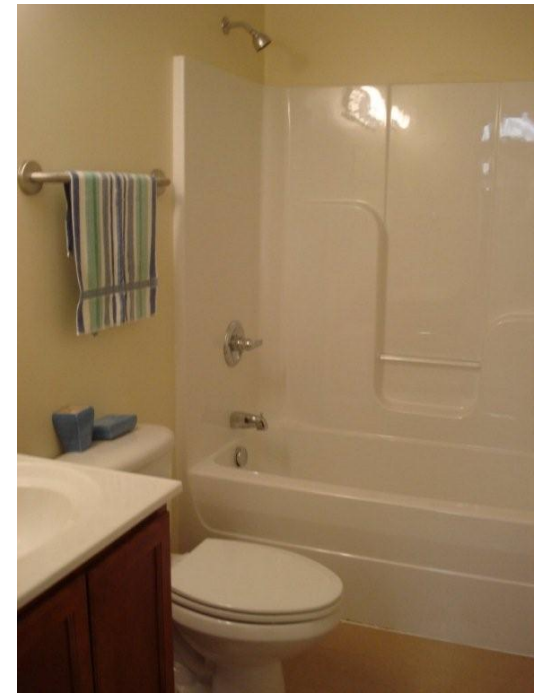


1946 Former TB Hospital





HARBOR HILL





1860
Colonial Building/4 Plex





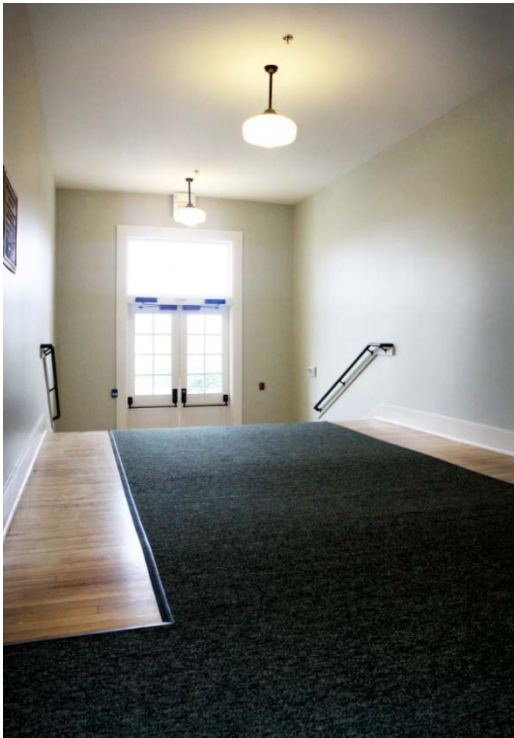
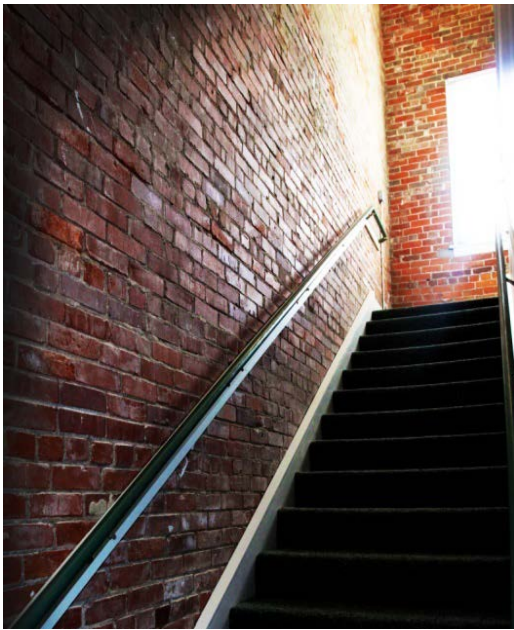
FIRST
PRESBYTERIAN
CHURCH
APARTMENTS





**1926
Oliver School**





 **OLIVER SCHOOL**
APARTMENTS





Beattyville School
1926



BEATTYVILLE
SCHOOL APARTMENTS





Glasgow Graded School
1927



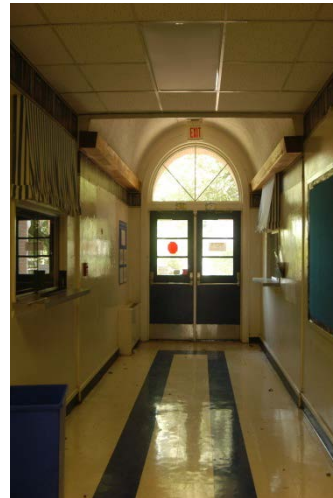


GLASGOW
GRADED SCHOOL
APARTMENTS





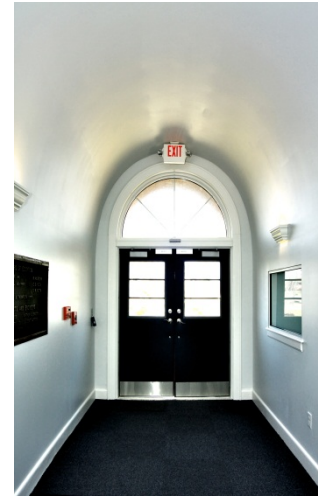
Buffalo School
1936





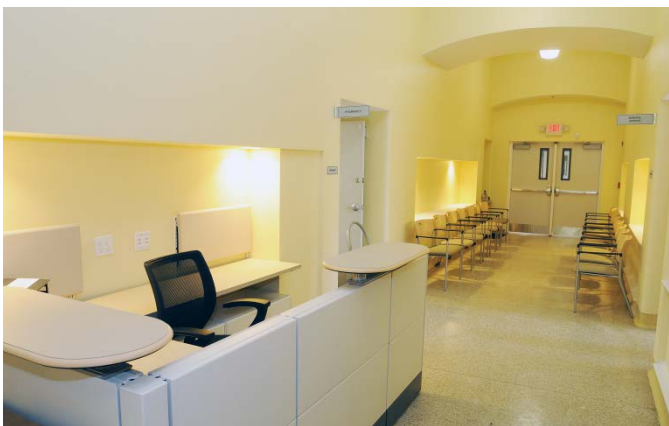
BUFFALO

SCHOOL APARTMENTS



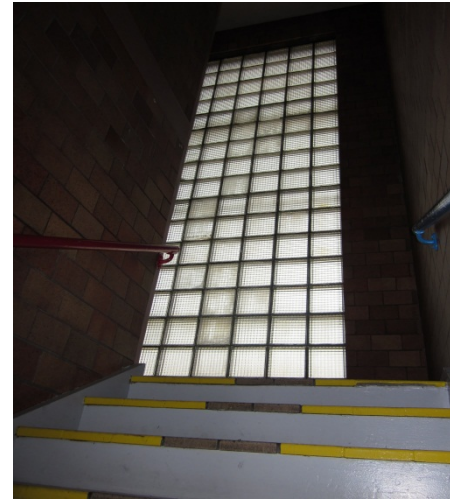


Clendenin
Middle School
1912



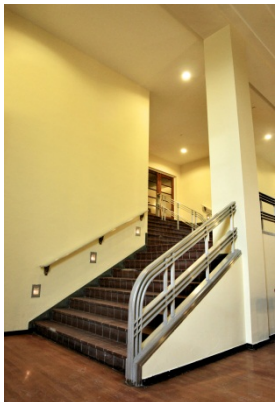
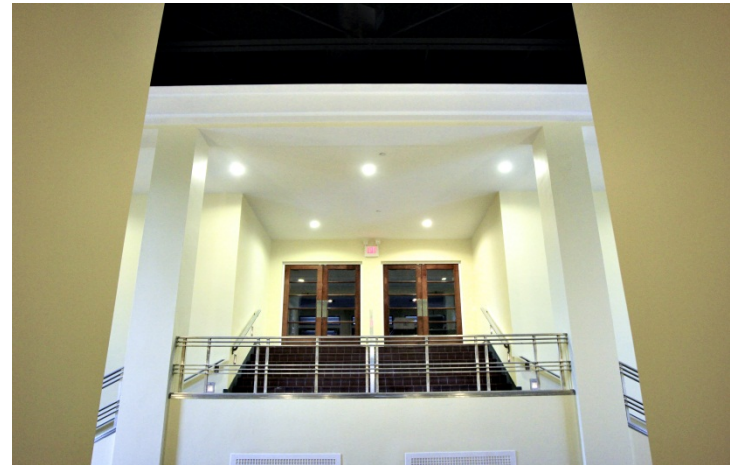

RIVERVIEW
AT CLENDENIN SCHOOL





Thomas Edison
Elementary School
1938





THOMAS EDISON
APARTMENTS





Former Cross Keys YWCA, swimming pools, vacant land





PARKSIDE



AU Associates Inc
Balance Sheet Prev Year Comparison
As of December 31, 2011

	Dec 31, 11	Dec 31, 10	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings				
10000 · BB & T	34,441.69	84,191.34	-49,749.65	-59.1%
10005 · CUB-Checking	306.92	366.92	-60.00	-16.4%
10050 · Clearing Account - Cash transit	0.00	18,000.00	-18,000.00	-100.0%
Total Checking/Savings	34,748.61	102,558.26	-67,809.65	-66.1%
Other Current Assets				
11002 · Due to/from First Ward Delmonte	39,659.46	0.00	39,659.46	100.0%
11003 · Due to/from Safe Harbor Shelter	3,750.00	0.00	3,750.00	100.0%
11004 · Due to/from St. James Place	103.56	0.00	103.56	100.0%
11005 · Due to/from AU Holdings LLC	0.00	15.00	-15.00	-100.0%
11006 · Due to/from Wallaces Station	600.00	0.00	600.00	100.0%
11008 · Due To/From Bread Box	465.00	0.00	465.00	100.0%
11010 · Due to/from Cynthiana	47,390.65	2,635.00	44,755.65	1,698.5%
11015 · Due to/from Jenkins	23,406.30	850.00	22,556.30	2,653.7%
11020 · Due to/from AU Construction	674,920.22	514,170.22	160,750.00	31.3%
11025 · Due to/from Parkside	175.00	982.82	-807.82	-82.2%
11030 · Due to/from AU Development, LLC	778.00	478.00	300.00	62.8%
11035 · Due to/from Edison School	6,831.22	192,129.64	-185,298.42	-96.4%
11040 · Due to/from Oliver	2,950.00	2,950.00	0.00	0.0%
11045 · Due to/from Clendenin	1,202.70	2,662.38	-1,459.68	-54.8%
11050 · Due to/from Glasgow Graded Sch	31,432.99	2,310.20	29,122.79	1,260.6%
11055 · Due to/from Jackson	11,188.12	0.00	11,188.12	100.0%
11060 · Due to/from Beattyville	24,987.38	2,977.77	22,009.61	739.1%
11065 · Due to/from The Edge	0.00	39.17	-39.17	-100.0%
11070 · Due to/from First Pres	0.00	14.09	-14.09	-100.0%
11075 · Due to/from Artek	565,722.48	558,922.13	6,800.35	1.2%
11080 · Due to/from Buffalo School	34,343.56	600.03	33,743.53	5,623.6%
11085 · Due to/from Midway School	113,084.56	98,229.17	14,855.39	15.1%
11090 · Due to/from St Francis	389,755.91	386,298.91	3,457.00	0.9%
Total Other Current Assets	1,972,747.11	1,766,264.53	206,482.58	11.7%
Total Current Assets	2,007,495.72	1,868,822.79	138,672.93	7.4%
Fixed Assets				
15000 · Furniture and Equipment	47,043.14	44,040.37	3,002.77	6.8%
15005 · Office Computer System	24,759.43	16,376.44	8,382.99	51.2%
15500 · Vehicles	50,698.06	50,698.06	0.00	0.0%
17000 · Accumulated Depreciation	-91,413.94	-81,603.94	-9,810.00	-12.0%
Total Fixed Assets	31,086.69	29,510.93	1,575.76	5.3%
Other Assets				
18000 · Investment in Partnership	-156,043.00	-156,043.00	0.00	0.0%
Total Other Assets	-156,043.00	-156,043.00	0.00	0.0%
TOTAL ASSETS	1,882,539.41	1,742,290.72	140,248.69	8.1%
LIABILITIES & EQUITY				
Liabilities				
Current Liabilities				
Accounts Payable				
20000 · Accounts Payable	7,102.62	3,967.21	3,135.41	79.0%
Total Accounts Payable	7,102.62	3,967.21	3,135.41	79.0%
Credit Cards				
20100 · Credit Card Payable				
American Express	5,806.53	0.00	5,806.53	100.0%
BB&T Financial	105.82	0.00	105.82	100.0%
Total 20100 · Credit Card Payable	5,912.35	0.00	5,912.35	100.0%
Total Credit Cards	5,912.35	0.00	5,912.35	100.0%
Other Current Liabilities				
29110 · Note Payable-Hyundai-Tuscon	20,772.39	25,100.96	-4,328.57	-17.2%
29115 · Note Payable-Hyundai-Sonata	19,515.22	22,939.42	-3,424.20	-14.9%
29120 · Payable to Gainesway	221,000.00	0.00	221,000.00	100.0%
29125 · Payable to KRF	414,100.00	414,100.00	0.00	0.0%
29135 · Due to/from AU Consulting	4,800.00	4,800.00	0.00	0.0%
29140 · CUB Line of Credit	187,420.38	307,470.38	-120,050.00	-39.0%
29145 · Due to Midway School	19,825.13	28,373.20	-8,548.07	-30.1%
Total Other Current Liabilities	887,433.12	802,783.96	84,649.16	10.5%
Total Current Liabilities	900,448.09	806,751.17	93,696.92	11.6%

2:51 PM

03/05/12

Cash Basis

AU Associates Inc
Balance Sheet Prev Year Comparison
As of December 31, 2011

	Dec 31, 11	Dec 31, 10	\$ Change	% Change
Long Term Liabilities				
29150 · Due to Liberty School	133,351.00	135,176.00	-1,825.00	-1.4%
29500 · Loans from Shareholders				
29501 · Due to Holly	306,642.71	339,142.41	-32,499.70	-9.6%
Total 29500 · Loans from Shareholders	306,642.71	339,142.41	-32,499.70	-9.6%
Total Long Term Liabilities	439,993.71	474,318.41	-34,324.70	-7.2%
Total Liabilities	1,340,441.80	1,281,069.58	59,372.22	4.6%
Equity				
31000 · Capital Stock	100.00	100.00	0.00	0.0%
31105 · Additional Paid In Capital	7,429.93	7,429.93	0.00	0.0%
39000 · Retained Earnings	453,691.21	-99,510.22	553,201.43	555.9%
Net Income	80,876.47	553,201.43	-472,324.96	-85.4%
Total Equity	542,097.61	461,221.14	80,876.47	17.5%
TOTAL LIABILITIES & EQUITY	1,882,539.41	1,742,290.72	140,248.69	8.1%

2:48 PM

03/05/12

Cash Basis

AU Associates Inc
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
Ordinary Income/Expense	
Income	
40000 · Development Fee Income	
40005 · Dev Fee - Edison School	124,100.00
40011 · Dev Fee Buffalo School Apts	63,878.39
40013 · Dev Fee Clendenin	239,616.54
40015 · Dev Fee Glasgow Graded	91,052.87
40023 · Dev Fee Windy Corner	75,000.00
Total 40000 · Development Fee Income	593,647.80
41000 · Management Fees	
41010 · AU Construction LLC Mgt Fees	348,736.74
Total 41000 · Management Fees	348,736.74
42000 · Consulting Income	142,451.00
43000 · Speaking - Seminar Income	1,329.95
Total Income	1,086,165.49
Expense	
60100 · Auto and Truck Expenses	1,454.04
60400 · Bank Service Charges	22.00
62500 · Dues and Subscriptions	7,183.41
63300 · Insurance	
63320 · Liability Insurance	-381.28
63325 · Work Comp	780.00
63340 · Vehicle and Equipment Insurance	3,568.00
63345 · Life Insurance	6,441.25
Total 63300 · Insurance	10,407.97
63400 · Interest Expense	
63405 · Finance Charge	1,104.01
63410 · Loan Interest	2,638.84
63420 · Interest-CUB LOC	16,388.62
Total 63400 · Interest Expense	20,131.47
64300 · Travel & Ent	
64305 · Travel- Conferences	1,031.75
64310 · Meals	7,244.22
64315 · Travel	10,792.24
64320 · Fuel	6,138.31
Total 64300 · Travel & Ent	25,206.52
64800 · Office Expenses & Supplies	
64805 · Office Equipment Rental	2,340.94
64810 · Office Supplies	12,724.61
64820 · Data and Information	7,096.20
64830 · Printing and Reproduction	1,326.82
64840 · Software	2,422.95
64845 · Postage and Delivery	2,771.53
Total 64800 · Office Expenses & Supplies	28,683.05
64900 · Advertising & Marketing	
64901 · Conference Fees	2,356.40
64902 · Educational Continuing Educatio	137.60
64900 · Advertising & Marketing - Other	6,434.13
Total 64900 · Advertising & Marketing	8,928.13
64950 · Contributions, Gifts, Donations	
64914 · Donations	19,917.23
64952 · Gifts	1,108.97
Total 64950 · Contributions, Gifts, Donations	21,026.20

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03/05/12
Cash Basis

AU Associates Inc
Profit & Loss
January through December 2011

	<u>Jan - Dec 11</u>
65000 · Payroll Expenses	
65010 · Wages/Salaries	675,209.33
65015 · Temp Employees	24,057.55
65020 · Payroll Taxes	53,025.93
65030 · Retirement Plan Fees	1,123.75
65040 · Paychex Fee	2,085.55
65045 · Benefits	
65051 · HSA Contributions	9,430.08
65052 · Health Insurance--Shareholder	10,367.50
65053 · Health Insurance--Employee	9,725.52
65054 · Disability Insurance	726.13
65045 · Benefits - Other	960.53
Total 65045 · Benefits	<u>31,209.76</u>
Total 65000 · Payroll Expenses	786,711.87
66700 · Professional Fees	
66710 · Accounting	418.50
66720 · Legal Fees	1,035.00
66700 · Professional Fees - Other	6,275.00
Total 66700 · Professional Fees	<u>7,728.50</u>
67100 · Rent	18,180.00
67200 · Repairs & Maintenance	
67205 · Building Repairs & Maintenance	1,546.25
67210 · Computer Repairs	11,405.09
67215 · Janitorial Exp	2,689.08
Total 67200 · Repairs & Maintenance	<u>15,640.42</u>
67900 · Taxes & Licenses	
67910 · Local	23,299.00
67920 · State	1,273.00
67930 · Taxes - Other	181.00
67940 · Property	3,293.71
67950 · Fees	1,437.00
67960 · Licenses and Permits	339.53
Total 67900 · Taxes & Licenses	<u>29,823.24</u>
68100 · Telephone	8,002.61
68600 · Utilities	
68605 · Electric	6,349.59
Total 68600 · Utilities	<u>6,349.59</u>
68900 · Depreciation Expense	9,810.00
Total Expense	<u>1,005,289.02</u>
Net Ordinary Income	<u>80,876.47</u>
Net Income	<u><u>80,876.47</u></u>

PERSONAL FINANCIAL STATEMENT: Holly B. Wiedemann
 Mar-12

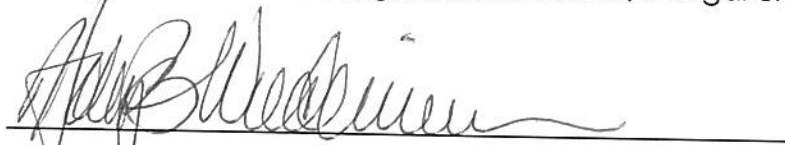
Assets		Liabilities	
Cash	25,000.00	Credit Card Balances	5,870.00
Real Estate	390,000.00	Accounts Payable	0.00
Real Estate Investments A/R		Unpaid Income Taxes	0.00
AU Associates	304,452.00	Accrued Income Taxes	0.00
AU Construction	6,000.00	Margin Accounts	0.00
AU Consulting	4,800.00	Notes Payable - Secured	0.00
IRA/SEP Account	443,783.00	Notes Payable - Unsecured	0.00
Personal Property	240,700.00	Mortgages on Residence	348,723.00
Residence	589,000.00	Life Insurance Loans	0.00
* Investments and estate	301,988.00		
Ford Truck	6,500.00	Total Liabilities	354,593.00
Toyota Prius	13,200.00		
Mazda	9,300.00		
Trailer	4,500.00		
Total Assets	2,339,223.00	Net Worth	1,939,160.00

* Investments:	Quiibox	25,000.00
	Escent	160,000.00
	TIAA/Cred	7,388.00
	Unified	47,000.00
	TD Ameritrade	1,300.00
	McKinsey	1,300.00
	Estate	<u>60,000.00</u>
		301,988.00

Holly B. Wiedemann

March 1, 2012

AU Associates, Inc. nor any of its subsidiaries, related entities or companies are subject of any business related litigations, liens, and/or legal claims.

A handwritten signature in black ink, appearing to read "Holly B. Wiedemann", is written over a solid horizontal line.

Holly B. Wiedemann
President
AU Associates, Inc.

MBE/WBE

- A. MBE/WBE Narrative
- B. AU Associates, Inc. WBEN Certification
- C. Sample Sub Contractor Notice

MBE/WBE PARTICIPATION

Our team recognizes and embraces the importance and necessity of MBE/DBE/WBE requirements. AU Associates, Inc. is a WBE certified firm. AU is certified annually by the Women's Business Enterprise National Council. AU has performed WBE contract work through its certifications in Kentucky, West Virginia, Ohio and New York. AU is 100% female owned and has been so since its founding in 1990.

AU Construction, LLC, because it is wholly owned by Holly B. Wiedemann, is also a qualified WBE firm.

AU also has experience with Section 3 requirements and certified payroll requirements. AU provides notices and guidance to sub-contractors in ways they can seek section 3 qualified workers. Please see sample Notice included.



hereby grants

National Women's Business Enterprise Certification

to

AU Associates, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Ohio River Valley - Women's Business Council, a WBENC Regional Partner Organization.

Authorized by Rea Waldon, Ph.D., Executive Director,
Ohio River Valley - Women's Business Council



Expiration Date: 04/01/2012
WBENC National Certificate Number: 2005115345

NAICS Codes: 236116

UNSPSC Codes: 80131800



SAMPLE

MEMORANDUM

TO: All Subcontractors for Riverview at Clendenin School
FROM: AU Construction LLC
RE: Section 3 Hiring Requirements
DATE: December 8, 2010

Please be advised that this project is partially funded with U.S. Housing and Urban Development Neighborhood Stabilization Program funds. As such, all subcontractors are required to comply with Section 3 requirements directing new hiring opportunities to low and very low income persons.

Please note that this requirement is only applicable if you are hiring new employees for this project.
If you are using your existing staff and crews, Section 3 requirements do not apply.

In order to assist you in this process, we recommend using the following information to guide your hiring process:

- Publicize the positions/jobs you are seeking to fill through any of the following means: advertising in the local Clendenin paper, distributing fliers in the Clendenin area, holding a job fair, etc.
- Please call Ms. Linda Davis, Employee Program Specialist with the Charleston Workforce WV Office: (304) 558-0345 or e mail her at Linda.F.Davis@wv.gov. She will send you a "Job Order Form" that you will fill out and return to her indicating how you want to interact with prospective employees (you can resumes faxed to you, meet people on the job site, etc.) She will post the job opening with her database of persons seeking employment for 30 days or more if needed.
- You will need to interview all prospective employees and assess their ability to perform the job. Also seek information regarding their income for the previous 12 months with a goal of hiring persons who fall below 80% of the Median Family Income for the Charleston Metro Area (see chart below). Documentation (tax returns, pay stubs, statements of public benefits, etc.) is required to verify income. Please note that you are NOT required to hire any individual who does not possess the capability and skills to perform the job.

% OF INCOME	Number of Family Members							
	1	2	3	4	5	6	7	8
30%	11,100	12,650	14,250	15,800	17,100	18,350	19,600	20,900
50%	18,450	21,050	23,700	26,300	28,450	30,550	32,650	34,750
80%	29,500	33,700	37,900	42,100	45,500	48,850	52,250	55,600
100%	36,875	42,125	47,375	52,625	56,875	61,063	65,313	69,500

If you have questions, please contact-----

MBE/WBE PARTICIPATION

Our team recognizes and embraces the importance and necessity of MBE/DBE/WBE requirements. AU Associates, Inc. is a WBE certified firm. AU is certified annually by the Women's Business Enterprise National Council. AU has performed WBE contract work through its certifications in Kentucky, West Virginia, Ohio and New York. AU is 100% female owned and has been so since its founding in 1990.

AU Construction, LLC, because it is wholly owned by Holly B. Wiedemann, is also a qualified WBE firm.

AU also has experience with Section 3 requirements and certified payroll requirements. AU provides notices and guidance to sub-contractors in ways they can seek section 3 qualified workers. Please see sample Notice included.



hereby grants

National Women's Business Enterprise Certification

to
AU Associates, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Ohio River Valley - Women's Business Council, a WBENC Regional Partner Organization.

Expiration Date: 04/01/2012
WBENC National Certificate Number: 2005115345

Authorized by Rea Waldon, Ph.D., Executive Director,
Ohio River Valley - Women's Business Council



NAICS Codes: 236116

UNSPSC Codes: 80131800



Insurance

- A. AU Associates, Inc. General Liability Policy
- B. AU Construction & AU Development, LLC General Liability Policy,
Umbrella Policy and Workers Compensation

Evidence of Insurability

Powell-Walton-Milward, a division of J. Smith Lanier & Co, has provided insurance for AU Associates, Inc. since its founding. AU Associates, Inc. General Liability Policy and AU Construction & AU Development, LLC General Liability Policy, Umbrella Policy and Workers Compensation are submitted with section VI.

Powell-Walton-Milward also provides all of the Builder's Risk policies for AU Construction, LLC which are bound when the project is ready to begin construction.

Required Attachments

- A. Equal Employment Opportunity Agreement
- B. Affidavit on Pages 8 & 9
- C. Workforce Analysis Form
- D. Evidence of Insurability Form Memo
- E. MBE/WBE Statement of Good Faith Efforts
- F. General Provisions

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.

- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

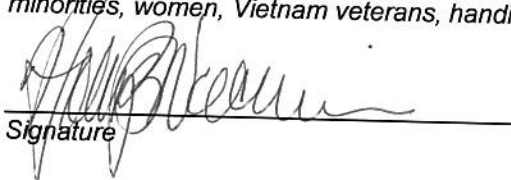
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.


Signature

AU Associates, Inc.
Name of Business

AFFIDAVIT

Comes the Affiant, Holly B. Wiedemann and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Holly B. Wiedemann and he/she is the individual submitting the proposal or is the authorized representative of AU Associates, Inc., the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance

defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Kentucky

COUNTY OF Fayette

The foregoing instrument was subscribed, sworn to and acknowledged before me by Holly B. Wiedemann on this the 1 day of March, 2012

My Commission expires: November 19, 2014



NOTARY PUBLIC, STATE AT LARGE

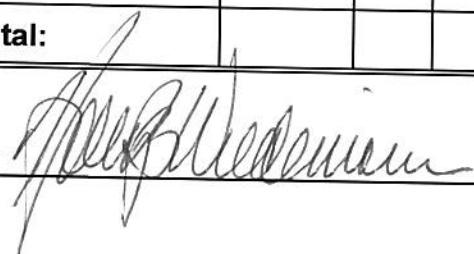
WORKFORCE ANALYSIS FORM

Name of Organization: AU ASSOCIATES, INC.

Date: 2/24/2012

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
Administrators	1		1								
Professionals	4	2	2								
Superintendents	1	1									
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals	2	2									
Office/Clerical	2		1					1			
Skilled Craft											
Service/Maintenance											
Total:											

Prepared by:

 **PRESIDENT**

Name & Title

Evidence of Insurability

Powell-Walton-Milward, a division of J. Smith Lanier & Co, has provided insurance for AU Associates, Inc. since its founding. AU Associates, Inc. General Liability Policy and AU Construction & AU Development, LLC General Liability Policy, Umbrella Policy and Workers Compensation are submitted with section VI.

Powell-Walton-Milward also provides all of the Builder's Risk policies for AU Construction, LLC which are bound when the project is ready to begin construction.

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 3-2012

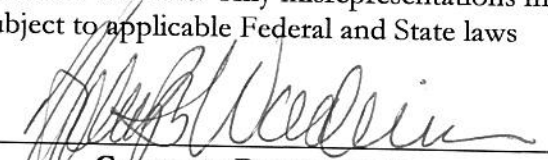
By the signature below of an authorized company representative, we certify that we have utilized the following methods to obtain the maximum practicable participation by minority and women owned business enterprises on the project. Please indicate which methods you used by placing an X in the appropriate place.

- Attended LFUCG Central Purchasing Economic Inclusion Outreach Event
- Sponsored Economic Inclusion event to provide networking opportunities
- Requested a list of MBE/WBE subcontractors or suppliers from LFUCG Economic Engine
- Advertised for MBE/WBE subcontractors or suppliers in local or regional newspapers
- Showed evidence of written notice of contracting and/or supplier opportunities to MBE/WBE firms at least seven days prior to the proposal opening date
- Provided copies of quotations submitted by MBE/WBE firms which were not used and/or responses from firms indicating they would not be submitting a quote
- Provided plans, specifications, and requirements to interested MBE/WBE subcontractors
- Other
Please list any other methods utilized that aren't covered above.
Have used section 3 qualified subcontractors
on every construction job.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

AO ASSOCIATES, INC
Company

MARCH 8, 2012
Date


Company Representative
PRESIDENT
Title

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUGG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or

attempted to bribe an officer or employee of the LFUCG.

9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.

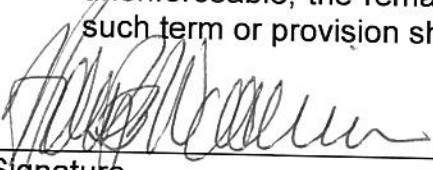
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
- (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. Authority to do Business: The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

March 8, 2012
Date