

**Return of Organization Exempt From Income Tax**

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

Department of the Treasury  
Internal Revenue Service

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

**A** For the 2005 calendar year, or tax year beginning and ending

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

Please use IRS label or print or type See Specific Instructions

**C** Name of organization: **GLOBAL ALLIANCE FOR AFRICA**  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite: **703 W. MONROE STREET**  
 City or town, state or country, and ZIP + 4: **CHICAGO, IL 60661**

**D** Employer identification number: **36-4083547**

**E** Telephone number: **312-382-0607**

**F** Accounting method:  Cash  Accrual  
 Other (specify) \_\_\_\_\_

**G** Website: **WWW.GLOBALALLIANCEAFRICA.ORG**

**J** Organization type (check only one):  501(c)(3) (insert no)  4947(a)(1) or  527

**K** Check here  if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS; but if the organization chooses to file a return, be sure to file a complete return. Some states require a complete return.

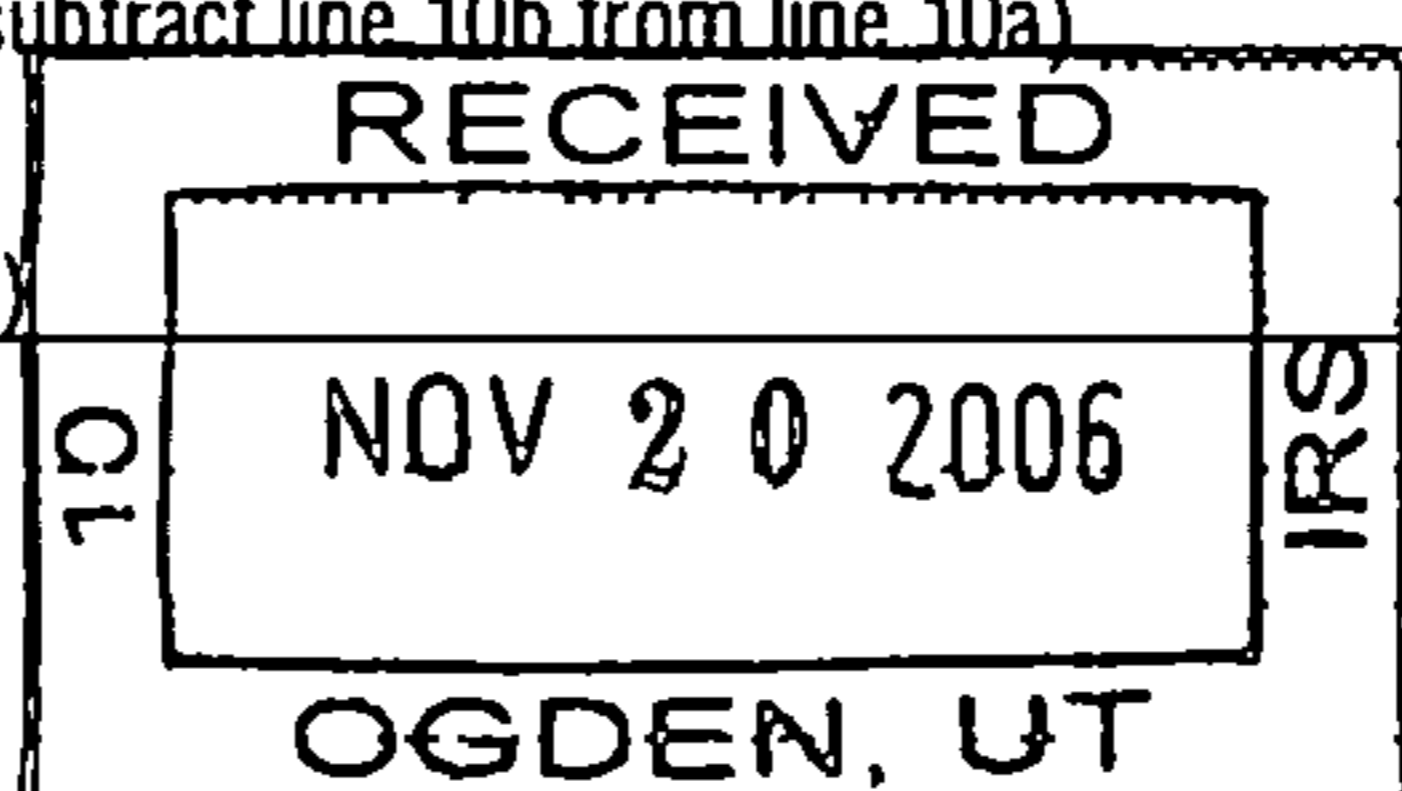
**L** Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12: **441,652.**

**H** and **I** are not applicable to section 527 organizations.  
**H(a)** Is this a group return for affiliates?  Yes  No  
**H(b)** If "Yes," enter number of affiliates: **N/A**  
**H(c)** Are all affiliates included? **N/A**  Yes  No (If "No," attach a list.)  
**H(d)** Is this a separate return filed by an organization covered by a group ruling?  Yes  No  
**I** Group Exemption Number: **N/A**

**M** Check  if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

**Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances**

Revenue		Expenses		Net Assets	
1	Contributions, gifts, grants, and similar amounts received:				
a	Direct public support	1a	344,046.		
b	Indirect public support	1b			
c	Government contributions (grants)	1c			
d	Total (add lines 1a through 1c) (cash \$ <u>344,046.</u> noncash \$ _____)	1d	344,046.		
2	Program service revenue including government fees and contracts (from Part VII, line 93)	2	79,465.		
3	Membership dues and assessments	3			
4	Interest on savings and temporary cash investments	4			
5	Dividends and interest from securities	5			
6a	Gross rents	6a			
b	Less: rental expenses	6b			
c	Net rental income or (loss) (subtract line 6b from line 6a)	6c			
7	Other investment income (describe _____)	7			
8a	Gross amount from sales of assets other than inventory	(A) Securities		(B) Other	
b	Less: cost or other basis and sales expenses	8a			
c	Gain or (loss) (attach schedule)	8b			
d	Net gain or (loss) (combine line 8c, columns (A) and (B))	8c			
8d		8d			
9	Special events and activities (attach schedule). If any amount is from gaming, check here <input type="checkbox"/>				
a	Gross revenue (not including \$ <u>33,534.</u> of contributions reported on line 1a)	9a	18,141.		
b	Less: direct expenses other than fundraising expenses	9b	20,854.		
c	Net income or (loss) from special events (subtract line 9b from line 9a)	9c	SEE STATEMENT 2		-2,713.
10a	Gross sales of inventory, less returns and allowances	10a			
b	Less: cost of goods sold	10b			
c	Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)	10c			
11	Other revenue (from Part VII, line 103)	11			
12	Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)	12	420,798.		
13	Program services (from line 44, column (B))	13	356,634.		
14	Management and general (from line 44, column (C))	14	43,631.		
15	Fundraising (from line 44, column (D))	15	20,704.		
16	Payments to affiliates (attach schedule)	16			
17	Total expenses (add lines 16 and 44, column (A))	17	420,969.		
18	Excess or (deficit) for the year (subtract line 17 from line 12)	18	-171.		
19	Net assets or fund balances at beginning of year (from line 73, column (A))	19	3,890.		
20	Other changes in net assets or fund balances (attach explanation)	20	708.		
21	Net assets or fund balances at end of year (combine lines 18, 19, and 20)	21	4,427.		



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**Part II Statement of Functional Expenses**

All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others.

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22 Grants and allocations (attach schedule) (cash \$ <u>112,195.</u> noncash \$ <u>0.</u> ) If this amount includes foreign grants, check here <input type="checkbox"/>	22	112,195.	112,195.	STATEMENT 6	
23 Specific assistance to individuals (attach schedule)	23				
24 Benefits paid to or for members (attach schedule)	24				
25 Compensation of officers, directors, etc. **	25	29,615.	17,769.	5,923.	5,923.
26 Other salaries and wages	26				
27 Pension plan contributions	27				
28 Other employee benefits	28				
29 Payroll taxes	29				
30 Professional fundraising fees	30				
31 Accounting fees	31	1,670.		1,670.	
32 Legal fees	32				
33 Supplies	33				
34 Telephone	34	2,407.		2,407.	
35 Postage and shipping	35	2,122.		1,825.	297.
36 Occupancy	36				
37 Equipment rental and maintenance	37				
38 Printing and publications	38	3,795.		2,125.	1,670.
39 Travel	39	113,517.	103,300.	9,081.	1,136.
40 Conferences, conventions, and meetings	40	124.	124.		
41 Interest	41				
42 Depreciation, depletion, etc (attach schedule)	42	2,047.	2,047.		
43 Other expenses not covered above (itemize):					
a	43a				
b	43b				
c	43c				
d	43d				
e	43e				
f	43f				
g <b>SEE STATEMENT 4</b>	43g	153,477.	121,199.	20,600.	11,678.
44 Total functional expenses. Add lines 22 through 43 (Organizations completing columns (B)-(D), carry these totals to lines 13-15)	44	420,969.	356,634.	43,631.	20,704.

Joint Costs. Check  if you are following SOP 98-2

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services?  Yes  No

If "Yes," enter (i) the aggregate amount of these joint costs \$ N/A; (ii) the amount allocated to Program services \$ N/A;

(iii) the amount allocated to Management and general \$ N/A; and (iv) the amount allocated to Fundraising \$ N/A

\*\* SEE STATEMENT 5

**Part III** Statement of Program Service Accomplishments (See the instructions.)

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

What is the organization's primary exempt purpose? ► <b>SEE STATEMENT 7</b>	Program Service Expenses (Required for 501(c)(3) and (4) orgs., and 4947(a)(1) trusts; but optional for others.)
All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)	
<b>a</b> PROVIDED FUNDING FOR HOUSEHOLDS AND COMMUNITIES TO ENGAGE IN SMALL BUSINESS DEVELOPMENT SUCH AS ANIMAL HUSBANDRY, AGRICULTURAL COOPERATIVES, SMALL-SCALE TEXTILE MANUFACTURING, ETC., THAT RESULTED IN SUSTAINABLE CARE AND SUPPORT FOR OVER 4,000 ORPHANS AND VULNERABLE CHILDREN AFFECTED BY HIV/AIDS IN EAST AFRICA. (Grants and allocations \$ 17,400. ) If this amount includes foreign grants, check here ► <input type="checkbox"/>	170,000.
<b>b</b> TRAINED INDIVIDUALS FROM MORE THAN 800 HOUSEHOLDS IN ECONOMIC STRENGTHENING ACTIVITIES, INCLUDING ENTREPRENEURIAL AND SMALL BUSINESS DEVELOPMENT.  (Grants and allocations \$ 7,861. ) If this amount includes foreign grants, check here ► <input type="checkbox"/>	34,000.
<b>c</b> LAUNCHED A NEW AND INNOVATIVE VOCATIONAL TRAINING PROGRAM IN BICYCLE REPAIR, MAINTENANCE, AND SALES FOR ORPHANS AND VULNERABLE CHILDREN AT GLOBAL ALLIANCE FOR AFRICA'S TUMAINI VOCATIONAL TRAINING CENTRE IN ARUSHA, TANZANIA.  (Grants and allocations \$ 8,284. ) If this amount includes foreign grants, check here ► <input type="checkbox"/>	15,000.
<b>d</b> PROVIDED FUNDING FOR ORPHANS AND VULNERABLE CHILDREN EDUCATIONAL INITIATIVES SUCH AS DIRECT PAYMENT OF SCHOOL FEES AND UNIFORMS, SCHOOL FEEDING PROGRAMS, ETC.  (Grants and allocations \$ 55,650. ) If this amount includes foreign grants, check here ► <input type="checkbox"/>	60,000.
<b>e</b> Other program services (attach schedule) <b>SEE STATEMENT 8</b> (Grants and allocations \$ 23,000. ) If this amount includes foreign grants, check here ► <input type="checkbox"/>	77,634.
<b>f</b> Total of Program Service Expenses (should equal line 44, column (B), Program services) ►	356,634.

Form 990 (2005)

**Part IV Balance Sheets** (See the instructions.)

Note: Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.

		(A) Beginning of year		(B) End of year	
Assets	45	Cash - non-interest-bearing	9,185.	45	69,023.
	46	Savings and temporary cash investments		46	
	47 a	Accounts receivable			
		b Less: allowance for doubtful accounts		47c	
	48 a	Pledges receivable			
		b Less: allowance for doubtful accounts		48c	
	49	Grants receivable		49	
	50	Receivables from officers, directors, trustees, and key employees		50	
	51 a	Other notes and loans receivable			
		b Less: allowance for doubtful accounts		51c	
	52	Inventories for sale or use		52	
	53	Prepaid expenses and deferred charges		53	36,395.
	54	Investments - securities		54	
	55 a	Investments - land, buildings, and equipment: basis			
		b Less: accumulated depreciation		55c	
56	Investments - other		56		
57 a	Land, buildings, and equipment: basis	38,649.			
	b Less: accumulated depreciation <b>STMT 9</b>	5,117.	57c	33,532.	
58	Other assets (describe <input type="checkbox"/> Cost <input type="checkbox"/> FMV )		58		
59	<b>Total assets</b> (must equal line 74) Add lines 45 through 58	48,885.	59	138,950.	
Liabilities	60	Accounts payable and accrued expenses	12,034.	60	13,463.
	61	Grants payable		61	
	62	Deferred revenue		62	32,074.
	63	Loans from officers, directors, trustees, and key employees		63	
	64 a	Tax-exempt bond liabilities		64a	
		b Mortgages and other notes payable		64b	
	65	Other liabilities (describe <input type="checkbox"/> SEE STATEMENT 10 )	32,961.	65	88,986.
66	<b>Total liabilities.</b> Add lines 60 through 65)	44,995.	66	134,523.	
Net Assets or Fund Balances	Organizations that follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 67 through 69 and lines 73 and 74.				
	67	Unrestricted	3,890.	67	4,427.
	68	Temporarily restricted		68	
	69	Permanently restricted		69	
	Organizations that do not follow SFAS 117, check here <input type="checkbox"/> and complete lines 70 through 74				
	70	Capital stock, trust principal, or current funds		70	
	71	Paid-in or capital surplus, or land, building, and equipment fund		71	
	72	Retained earnings, endowment, accumulated income, or other funds		72	
73	<b>Total net assets or fund balances</b> (add lines 67 through 69 or lines 70 through 72; column (A) must equal line 19; column (B) must equal line 21)	3,890.	73	4,427.	
74	<b>Total liabilities and net assets/fund balances.</b> Add lines 66 and 73	48,885.	74	138,950.	

**Part IV-A Reconciliation of Revenue per Audited Financial Statements With Revenue per Return** (See the instructions)

a	Total revenue, gains, and other support per audited financial statements	a	450,517.
b	Amounts included on line a but not on Part I, line 12		
1	Net unrealized gains on investments	b1	
2	Donated services and use of facilities	b2	8,865.
3	Recoveries of prior year grants	b3	
4	Other (specify): <u>SEE STATEMENT 11</u>	b4	20,854.
	Add lines b1 through b4	b	29,719.
c	Subtract line b from line a	c	420,798.
d	Amounts included on Part I, line 12, but not on line a:		
1	Investment expenses not included on Part I, line 6b	d1	
2	Other (specify): _____	d2	
	Add lines d1 and d2	d	0.
e	<b>Total revenue</b> (Part I, line 12) Add lines c and d	e	420,798.

**Part IV-B Reconciliation of Expenses per Audited Financial Statements With Expenses per Return**

a	Total expenses and losses per audited financial statements	a	450,688.
b	Amounts included on line a but not on Part I, line 17		
1	Donated services and use of facilities	b1	8,865.
2	Prior year adjustments reported on Part I, line 20	b2	
3	Losses reported on Part I, line 20	b3	
4	Other (specify): <u>SEE STATEMENT 12</u>	b4	20,854.
	Add lines b1 through b4	b	29,719.
c	Subtract line b from line a	c	420,969.
d	Amounts included on Part I, line 17, but not on line a:		
1	Investment expenses not included on Part I, line 6b	d1	
2	Other (specify): _____	d2	
	Add lines d1 and d2	d	0.
e	<b>Total expenses</b> (Part I, line 17) Add lines c and d	e	420,969.

**Part V-A Current Officers, Directors, Trustees, and Key Employees** (List each person who was an officer, director, trustee, or key employee at any time during the year even if they were not compensated) (See the instructions)

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (If not paid, enter -0-.)	(D) Contributions to employee benefit plans & deferred compensation plans	(E) Expense account and other allowances
THOMAS DERDAK, PHD 703 W. MONROE ST. CHICAGO, IL 60661	EXECUTIVE DIRECTOR 40.00	29,615.	0.	0.
J. ALLAN KAYLER 135 SOUTH LASALLE STREET, STE. 3510 CHICAGO, IL 60603	BOARD CHAIR & TREASURER 2.00	0.	0.	0.
PHYLLIS JOAN SHADWICK, LCSW 909 W. WILSON CHICAGO, IL 60640	BOARD SECRETARY 3.00	0.	0.	0.
JEFFREY D. SCHAUER 1132 N. WINCHESTER AVE. CHICAGO, IL 60622	BOARD MEMBER 5.00	0.	0.	0.
VAN E. HOLKEBOER 111 WEST MONROE STREET CHICAGO, IL 60603	BOARD MEMBER 3.00	0.	0.	0.
THOMAS WREN, PHD 6525 N. SHERIDAN ROAD CHICAGO, IL 60626	BOARD MEMBER 2.00	0.	0.	0.
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Part VI Other Information (continued)		Yes	No
82 a	Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?	82a	X
b	If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.)	82b	8,865.
83 a	Did the organization comply with the public inspection requirements for returns and exemption applications?	83a	X
b	Did the organization comply with the disclosure requirements relating to quid pro quo contributions?	83b	X
84 a	Did the organization solicit any contributions or gifts that were not tax deductible?	84a	N/A
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	84b	N/A
85	501(c)(4), (5), or (6) organizations a Were substantially all dues nondeductible by members?	85a	N/A
b	Did the organization make only in-house lobbying expenditures of \$2,000 or less? If "Yes" was answered to either 85a or 85b, do not complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year	85b	N/A
c	Dues, assessments, and similar amounts from members	85c	N/A
d	Section 162(e) lobbying and political expenditures	85d	N/A
e	Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices	85e	N/A
f	Taxable amount of lobbying and political expenditures (line 85d less 85e)	85f	N/A
g	Does the organization elect to pay the section 6033(e) tax on the amount on line 85f?	85g	N/A
h	If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year?	85h	N/A
86	501(c)(7) organizations. Enter a Initiation fees and capital contributions included on line 12	86a	N/A
b	Gross receipts, included on line 12, for public use of club facilities	86b	N/A
87	501(c)(12) organizations. Enter a Gross income from members or shareholders	87a	N/A
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	87b	N/A
88	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX	88	X
89 a	501(c)(3) organizations Enter Amount of tax imposed on the organization during the year under section 4911 <u>0.</u> ; section 4912 <u>0.</u> ; section 4955 <u>0.</u>		
b	501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction	89b	X
c	Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		0.
d	Enter: Amount of tax on line 89c, above, reimbursed by the organization		0.
90 a	List the states with which a copy of this return is filed <u>IL</u>		
b	Number of employees employed in the pay period that includes March 12, 2005	90b	0
91 a	The books are in care of <u>MR. THOMAS DERDAK</u> Telephone no. <u>312-382-0607</u> Located at <u>703 W. MONROE ST., CHICAGO, IL</u> ZIP + 4 <u>60661</u>		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country <u>TANZANIA</u> See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.	91b	X
c	At any time during the calendar year, did the organization maintain an office outside of the United States? If "Yes," enter the name of the foreign country <u>SEE STATEMENT 14</u>	91c	X
92	Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of Form 1041- Check here and enter the amount of tax-exempt interest received or accrued during the tax year	92	N/A

**Part VII Analysis of Income-Producing Activities** (See the instructions.)

	Unrelated business income		Excluded by section 512, 513, or 514		(E) Related or exempt function income
	(A) Business code	(B) Amount	(C) Exclu- sion code	(D) Amount	
<b>Note:</b> Enter gross amounts unless otherwise indicated					
93 Program service revenue:					
a <b>EDUCATIONAL TRIPS</b>					79,465.
b _____					
c _____					
d _____					
e _____					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments ..					
95 Interest on savings and temporary cash investments					
96 Dividends and interest from securities					
97 Net rental income or (loss) from real estate:					
a debt-financed property ..					
b not debt-financed property ..					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory ..					
101 Net income or (loss) from special events ...			01	-2,713.	
102 Gross profit or (loss) from sales of inventory					
103 Other revenue:					
a _____					
b _____					
c _____					
d _____					
e _____					
104 Subtotal (add columns (B), (D), and (E))		0.		-2,713.	79,465.
105 Total (add line 104, columns (B), (D), and (E))					76,752.

Note: Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.

**Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes** (See the instructions.)

Line No.	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
93A	THE ORGANIZATION SPONSORS EDUCATIONAL TRIPS TO AFRICA TO FOSTER AWARENESS OF THE PUBLIC HEALTH ISSUES AFFECTING AFRICANS AND THE STEPS THAT THE ORGANIZATION IS TAKING TO HELP IMPROVE THE SITUATION.

**Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities** (See the instructions.)

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership interest	(C) Nature of activities	(D) Total income	(E) End-of-year assets
N/A	%			
	%			
	%			
	%			

**Part X Information Regarding Transfers Associated with Personal Benefit Contracts** (See the instructions.)

- (a) Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?  Yes  No
- (b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?  Yes  No

Note: If "Yes" to (b), file Form 8870 and Form 4720 (see instructions).

Please Sign Here

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

Signature of officer: [Signature] Date: 11/15/06 Type or print name and title: THOMAS DEBOK, EXECUTIVE DIRECTOR

Paid Preparer's Use Only

Preparer's signature: [Signature] Date: 11/15/06 Check if self-employed:  Preparer's SSN or PTIN: \_\_\_\_\_

Firm's name (or yours if self-employed), address, and ZIP + 4: CLIFTON GUNDERSON LLP  
1301 W. 22ND STREET  
OAK BROOK, ILLINOIS 60523

EIN: \_\_\_\_\_ Phone no.: (630) 573-8600

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

Department of the Treasury  
Internal Revenue Service

**Organization Exempt Under Section 501(c)(3)**

(Except Private Foundation) and Section 501(e), 501(f), 501(k),  
501(n), or 4947(a)(1) Nonexempt Charitable Trust

**Supplementary Information-(See separate instructions.)**

▶ **MUST be completed by the above organizations and attached to their Form 990 or 990-EZ**

OMB No 1545-0047

**2005**

Name of the organization: **GLOBAL ALLIANCE FOR AFRICA**  
Employer identification number: **36 4083547**

**Part I Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees**  
(See page 1 of the instructions. List each one. If there are none, enter "None.")

(a) Name and address of each employee paid more than \$50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
NONE				
Total number of other employees paid over \$50,000 ▶	0			

**Part II-A Compensation of the Five Highest Paid Independent Contractors for Professional Services**  
(See page 2 of the instructions. List each one (whether individuals or firms). If there are none, enter "None.")

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		
Total number of others receiving over \$50,000 for professional services ▶	0	

**Part II-B Compensation of the Five Highest Paid Independent Contractors for Other Services**  
(List each contractor who performed services other than professional services, whether individuals or firms. If there are none, enter "None." See page 2 of the instructions.)

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		
Total number of other contractors receiving over \$50,000 for other services ▶	0	

**Part III Statements About Activities** (See page 2 of the instructions.)

		Yes	No
1	During the year, has the organization attempted to influence national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum? If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities ► \$ _____ \$ _____ (Must equal amounts on line 38, Part VI-A, or line i of Part VI-B.) Organizations that made an election under section 501(h) by filing Form 5768 must complete Part VI-A. Other organizations checking "Yes" must complete Part VI-B AND attach a statement giving a detailed description of the lobbying activities.		X
2	During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any substantial contributors, trustees, directors, officers, creators, key employees, or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary? (If the answer to any question is "Yes," attach a detailed statement explaining the transactions.)		
a	Sale, exchange, or leasing of property?		X
b	Lending of money or other extension of credit?		X
c	Furnishing of goods, services, or facilities?		X
d	Payment of compensation (or payment or reimbursement of expenses if more than \$1,000)? <b>SEE PART V-A, FORM 990</b>	X	
e	Transfer of any part of its income or assets?		X
3 a	Do you make grants for scholarships, fellowships, student loans, etc.? (If "Yes," attach an explanation of how you determine that recipients qualify to receive payments.)		X
b	Do you have a section 403(b) annuity plan for your employees?		X
c	During the year, did the organization receive a contribution of qualified real property interest under section 170(h)?		X
4 a	Did you maintain any separate account for participating donors where donors have the right to provide advice on the use or distribution of funds?		X
b	Do you provide credit counseling, debt management, credit repair, or debt negotiation services?		X

**Part IV Reason for Non-Private Foundation Status** (See pages 3 through 6 of the instructions.)

The organization is not a private foundation because it is: (Please check only **ONE** applicable box.)

- 5  A church, convention of churches, or association of churches. Section 170(b)(1)(A)(i).
- 6  A school. Section 170(b)(1)(A)(ii). (Also complete Part V.)
- 7  A hospital or a cooperative hospital service organization. Section 170(b)(1)(A)(iii).
- 8  A Federal, state, or local government or governmental unit. Section 170(b)(1)(A)(v).
- 9  A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(ii). Enter the hospital's name, city, and state ► \_\_\_\_\_
- 10  An organization operated for the benefit of a college or university owned or operated by a governmental unit. Section 170(b)(1)(A)(iv). (Also complete the **Support Schedule** in Part IV-A.)
- 11a  An organization that normally receives a substantial part of its support from a governmental unit or from the general public. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)
- 11b  A community trust. Section 170(b)(1)(A)(vii). (Also complete the **Support Schedule** in Part IV-A.)
- 12  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc., functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Also complete the **Support Schedule** in Part IV-A.)
- 13  An organization that is not controlled by any disqualified persons (other than foundation managers) and supports organizations described in: (1) lines 5 through 12 above; or (2) sections 501(c)(4), (5), or (6), if they meet the test of section 509(a)(2). Check the box that describes the type of supporting organization: ►  Type 1  Type 2  Type 3

Provide the following information about the supported organizations. (See page 6 of the instructions.)

(a) Name(s) of supported organization(s)	(b) Line number from above

- 14  An organization organized and operated to test for public safety. Section 509(a)(4). (See page 6 of the instructions.)

**Part IV-A Support Schedule** (Complete only if you checked a box on line 10, 11, or 12.) Use cash method of accounting.  
 Note: You may use the worksheet in the instructions for converting from the accrual to the cash method of accounting

Calendar year (or fiscal year beginning in)	(a) 2004	(b) 2003	(c) 2002	(d) 2001	(e) Total
15 Gifts, grants, and contributions received. (Do not include unusual grants. See line 28.)	272,971.	177,383.	174,736.	142,066.	767,156.
16 Membership fees received					
17 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to the organization's charitable, etc., purpose	63,459.	0.	129,500.	0.	192,959.
18 Gross income from interest, dividends, amounts received from payments on securities loans (section 512(a)(5)), rents, royalties, and unrelated business taxable income (less section 511 taxes) from businesses acquired by the organization after June 30, 1975					
19 Net income from unrelated business activities not included in line 18					
20 Tax revenues levied for the organization's benefit and either paid to it or expended on its behalf					
21 The value of services or facilities furnished to the organization by a governmental unit without charge. Do not include the value of services or facilities generally furnished to the public without charge					
22 Other income. Attach a schedule. Do not include gain or (loss) from sale of capital assets					
23 Total of lines 15 through 22	336,430.	177,383.	304,236.	142,066.	960,115.
24 Line 23 minus line 17	272,971.	177,383.	174,736.	142,066.	767,156.
25 Enter 1% of line 23	3,364.	1,774.	3,042.	1,421.	
26 Organizations described on lines 10 or 11: a Enter 2% of amount in column (e), line 24					26a 15,343.
b Prepare a list for your records to show the name of and amount contributed by each person (other than a governmental unit or publicly supported organization) whose total gifts for 2001 through 2004 exceeded the amount shown in line 26a. Do not file this list with your return Enter the total of all these excess amounts					26b 126,935.
c Total support for section 509(a)(1) test: Enter line 24, column (e)					26c 767,156.
d Add: Amounts from column (e) for lines: 18 _____ 19 _____ 22 _____ 26b 126,935.					26d 126,935.
e Public support (line 26c minus line 26d total)					26e 640,221.
f Public support percentage (line 26e (numerator) divided by line 26c (denominator))					26f 83.4538%
27 Organizations described on line 12: a For amounts included in lines 15, 16, and 17 that were received from a "disqualified person," prepare a list for your records to show the name of, and total amounts received in each year from, each "disqualified person." Do not file this list with your return. Enter the sum of such amounts for each year: N/A	(2004)	(2003)	(2002)	(2001)	
b For any amount included in line 17 that was received from each person (other than "disqualified persons"), prepare a list for your records to show the name of, and amount received for each year, that was more than the larger of (1) the amount on line 25 for the year or (2) \$5,000. (Include in the list organizations described in lines 5 through 11b, as well as individuals.) Do not file this list with your return. After computing the difference between the amount received and the larger amount described in (1) or (2), enter the sum of these differences (the excess amounts) for each year: N/A	(2004)	(2003)	(2002)	(2001)	
c Add: Amounts from column (e) for lines: 15 _____ 16 _____ 17 _____ 20 _____ 21 _____					27c N/A
d Add. Line 27a total _____ and line 27b total _____					27d N/A
e Public support (line 27c total minus line 27d total)					27e N/A
f Total support for section 509(a)(2) test: Enter amount on line 23, column (e)					27f N/A
g Public support percentage (line 27e (numerator) divided by line 27f (denominator))					27g N/A %
h Investment income percentage (line 18, column (e) (numerator) divided by line 27f (denominator))					27h N/A %
28 Unusual Grants: For an organization described in line 10, 11, or 12 that received any unusual grants during 2001 through 2004, prepare a list for your records to show, for each year, the name of the contributor, the date and amount of the grant, and a brief description of the nature of the grant. Do not file this list with your return. Do not include these grants in line 15.	NONE				

**Part V Private School Questionnaire** (See page 7 of the instructions.)

N/A

**(To be completed ONLY by schools that checked the box on line 6 in Part IV)**

		Yes	No
29	Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?		
30	Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?		
31	Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe; if "No," please explain. (If you need more space, attach a separate statement.)		
<hr/> <hr/> <hr/>			
32	Does the organization maintain the following:		
a	Records indicating the racial composition of the student body, faculty, and administrative staff?	32a	
b	Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	32b	
c	Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	32c	
d	Copies of all material used by the organization or on its behalf to solicit contributions? If you answered "No" to any of the above, please explain. (If you need more space, attach a separate statement.)	32d	
<hr/> <hr/> <hr/>			
33	Does the organization discriminate by race in any way with respect to:		
a	Students' rights or privileges?	33a	
b	Admissions policies?	33b	
c	Employment of faculty or administrative staff?	33c	
d	Scholarships or other financial assistance?	33d	
e	Educational policies?	33e	
f	Use of facilities?	33f	
g	Athletic programs?	33g	
h	Other extracurricular activities? If you answered "Yes" to any of the above, please explain. (If you need more space, attach a separate statement.)	33h	
<hr/> <hr/> <hr/>			
34 a	Does the organization receive any financial aid or assistance from a governmental agency?	34a	
b	Has the organization's right to such aid ever been revoked or suspended? If you answered "Yes" to either 34a or b, please explain using an attached statement.	34b	
35	Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," attach an explanation	35	

**Part VI-A Lobbying Expenditures by Electing Public Charities** (See page 9 of the instructions.)

N/A

(To be completed ONLY by an eligible organization that filed Form 5768)

Check  **a** if the organization belongs to an affiliated group.

Check  **b** if you checked "a" and "limited control" provisions apply.

<b>Limits on Lobbying Expenditures</b> (The term "expenditures" means amounts paid or incurred.)		(a) Affiliated group totals	(b) To be completed for ALL electing organizations												
		N/A													
36	Total lobbying expenditures to influence public opinion (grassroots lobbying)														
37	Total lobbying expenditures to influence a legislative body (direct lobbying)														
38	Total lobbying expenditures (add lines 36 and 37)														
39	Other exempt purpose expenditures														
40	Total exempt purpose expenditures (add lines 38 and 39)														
41	Lobbying nontaxable amount. Enter the amount from the following table -														
	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><b>If the amount on line 40 is -</b></td> <td style="width: 50%;"><b>The lobbying nontaxable amount is -</b></td> </tr> <tr> <td>Not over \$500,000</td> <td>20% of the amount on line 40</td> </tr> <tr> <td>Over \$500,000 but not over \$1,000,000</td> <td>\$100,000 plus 15% of the excess over \$500,000</td> </tr> <tr> <td>Over \$1,000,000 but not over \$1,500,000</td> <td>\$175,000 plus 10% of the excess over \$1,000,000</td> </tr> <tr> <td>Over \$1,500,000 but not over \$17,000,000</td> <td>\$225,000 plus 5% of the excess over \$1,500,000</td> </tr> <tr> <td>Over \$17,000,000</td> <td>\$1,000,000</td> </tr> </table>	<b>If the amount on line 40 is -</b>	<b>The lobbying nontaxable amount is -</b>	Not over \$500,000	20% of the amount on line 40	Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000	Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000	Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000	Over \$17,000,000	\$1,000,000		
<b>If the amount on line 40 is -</b>	<b>The lobbying nontaxable amount is -</b>														
Not over \$500,000	20% of the amount on line 40														
Over \$500,000 but not over \$1,000,000	\$100,000 plus 15% of the excess over \$500,000														
Over \$1,000,000 but not over \$1,500,000	\$175,000 plus 10% of the excess over \$1,000,000														
Over \$1,500,000 but not over \$17,000,000	\$225,000 plus 5% of the excess over \$1,500,000														
Over \$17,000,000	\$1,000,000														
42	Grassroots nontaxable amount (enter 25% of line 41)														
43	Subtract line 42 from line 36. Enter -0- if line 42 is more than line 36														
44	Subtract line 41 from line 38. Enter -0- if line 41 is more than line 38														

Caution: If there is an amount on either line 43 or line 44, you must file Form 4720

**4-Year Averaging Period Under Section 501(h)**

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the instructions for lines 45 through 50 on page 11 of the instructions.)

Calendar year (or fiscal year beginning in)	Lobbying Expenditures During 4-Year Averaging Period				N/A
	(a) 2005	(b) 2004	(c) 2003	(d) 2002	(e) Total
45	Lobbying nontaxable amount				0.
46	Lobbying ceiling amount (150% of line 45(e))				0.
47	Total lobbying expenditures				0.
48	Grassroots nontaxable amount				0.
49	Grassroots ceiling amount (150% of line 48(e))				0.
50	Grassroots lobbying expenditures				0.

**Part VI-B Lobbying Activity by Nonelecting Public Charities**

(For reporting only by organizations that did not complete Part VI-A) (See page 11 of the instructions.)

N/A

During the year, did the organization attempt to influence national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:

- a Volunteers
- b Paid staff or management (Include compensation in expenses reported on lines c through h.)
- c Media advertisements
- d Mailings to members, legislators, or the public
- e Publications, or published or broadcast statements
- f Grants to other organizations for lobbying purposes
- g Direct contact with legislators, their staffs, government officials, or a legislative body
- h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any other means
- i Total lobbying expenditures (Add lines c through h.)

Yes	No	Amount
		0.

If "Yes" to any of the above, also attach a statement giving a detailed description of the lobbying activities.



2005 DEPRECIATION AND AMORTIZATION REPORT  
FORM 990 PAGE 2

990

Asset No	Description	Date Acquired	Method	Life	Line No	Unadjusted Cost Or Basis	Bus % Excl	* Reduction In Basis	Basis For Depreciation	Accumulated Depreciation	Current Sec 179	Amount Of Depreciation
1	LAND, ARUSHA TANZANIA	101602L				7,949.			7,949.			0.
	* 990 PAGE 2 TOTAL					7,949.		0.	7,949.	0.	0.	0.
	OTHER											
	PROGRAM SERVICES											
	BUILDING, TUMAINI											
2	VOCATIONAL TRAINING CE081303SL			15.00	16	30,700.			30,700.	3,070.		2,047.
	* 990 PAGE 2 TOTAL					30,700.		0.	30,700.	3,070.	0.	2,047.
	PROGRAM SERVICES											
	* GRAND TOTAL 990 PAGE 2 DEPR					38,649.		0.	38,649.	3,070.	0.	2,047.

## FOOTNOTES

STATEMENT 1

PART VI, LINE 77, PAGE 6, FORM 990

EFFECTIVE JULY 1, 2005, GLOBAL ALLIANCE FOR AFRICA ENTERED INTO AN AFFILIATION AGREEMENT WITH THE CHILDREN'S PLACE ASSOCIATION (#36-3641017) A PREVIOUSLY UNAFFILIATED ILLINOIS NOT-FOR-PROFIT CORPORATION. SEE COPY OF AFFILIATION AGREEMENT ATTACHED. THE PURPOSE OF THE AFFILIATION WAS TO INCREASE THE CAPACITY OF BOTH ORGANIZATIONS TO SERVE CHILDREN AND FAMILIES AFFECTED BY HIV/AIDS IN AFRICA. AS PART OF THE AGREEMENT, GLOBAL ALLIANCE FOR AFRICA EFFECTIVELY BECAME A SUBSIDIARY OF THE CHILDREN'S PLACE ASSOCIATION. HOWEVER, SUBSEQUENT TO DECEMBER 31, 2005 AND BY MUTUAL CONSENT OF BOTH ORGANIZATIONS, THE AFFILIATION AGREEMENT WAS TERMINATED.

PART VI, LINE 77, PAGE 6, FORM 990

**AFFILIATION AGREEMENT  
BY AND BETWEEN  
THE CHILDREN'S PLACE ASSOCIATION  
AND GLOBAL ALLIANCE FOR AFRICA**

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the 1<sup>st</sup> day of July, 2005, (the "Effective Date") by and between **THE CHILDREN'S PLACE ASSOCIATION**, an Illinois not-for-profit corporation, ("THE CHILDREN'S PLACE") and **GLOBAL ALLIANCE FOR AFRICA**, an Illinois not-for-profit corporation, ("GLOBAL ALLIANCE").

**RECITALS**

A. THE CHILDREN'S PLACE provides care to HIV/AIDS affected children and their families in Chicago, Illinois. THE CHILDREN'S PLACE provides programs and services for HIV/AIDS affected children and their families including: children's residential care, foster care, adoption program, supportive family housing, mental health and case management, summer camp, early-learning/day care program;

B. THE CHILDREN'S PLACE is licensed by the Illinois Department of Children and Family Services ("DCFS") as a child welfare agency and a group home. THE CHILDREN'S PLACE is licensed by the City of Chicago and DCFS for the provision of day care services. THE CHILDREN'S PLACE is a member of the United Way of Chicago and is accredited by the Council on Accreditation for Children and Families. In 1996, THE CHILDREN'S PLACE received the U.S. Department of Health & Human Services/HCFA Administrator's Achievement Award for services to individuals with HIV/AIDS. THE CHILDREN'S PLACE received the Chicago Department of Public Health's "Excellence in HIV/AIDS Services Award in 1996 and 2001;

C. GLOBAL ALLIANCE provides educational services, access to health care, nutritional and psychosocial support for children in Africa who have lost one or both of their parents due to HIV/AIDS;

D. GLOBAL ALLIANCE is headquartered in Chicago, Illinois. GLOBAL ALLIANCE has offices in Africa including Arusha, Tanzania, and Monrovia, Liberia. GLOBAL ALLIANCE also has field operations in Kenya, Liberia, Tanzania, and Uganda. GLOBAL ALLIANCE also has sixteen (16) African partners, and GLOBAL ALLIANCE provides services to children in conjunction with its partners. GLOBAL ALLIANCE's Tumaini Vocational Training Center for older adolescent orphans is located in Arusha, Tanzania;

E. THE CHILDREN'S PLACE has the expertise, personnel, and resources available to affiliate with GLOBAL ALLIANCE which would enable both THE CHILDREN'S PLACE and GLOBAL ALLIANCE to increase their capacity to serve children and families affected by HIV/AIDS in Africa;

F. GLOBAL ALLIANCE desires to become a subsidiary of THE CHILDREN'S PLACE;

G. THE CHILDREN'S PLACE and GLOBAL ALLIANCE have previously executed a Memorandum of Understanding dated May 13, 2005 which is hereto incorporated into this Agreement; and

H. THE CHILDREN'S PLACE and GLOBAL ALLIANCE seek to work together to expand programs and services for children and families who have been affected by HIV/AIDS in Africa.

**NOW, THEREFORE,** and in consideration of the recitals and mutual covenants, agreements, and inducements contained herein the parties hereby agree as follows:

1. Agreement. GLOBAL ALLIANCE shall have responsibility for designing, planning managing, and determining the need and provision of services and programs to children and families with HIV/AIDS in Africa. The services and programs to be undertaken by GLOBAL ALLIANCE shall be mutually agreed upon and arranged between GLOBAL ALLIANCE and THE CHILDREN'S PLACE, and a continuous exchange of information between the parties shall be maintained. GLOBAL ALLIANCE shall consult with THE CHILDREN'S PLACE regarding the services and programs provided pursuant to this Agreement, and THE CHILDREN'S PLACE shall approve all such services and programs provided by GLOBAL ALLIANCE in Africa.

2. Global Alliance Responsibilities. GLOBAL ALLIANCE shall notify its employees, staff, representatives, and agents that they are responsible for:

(a.) Complying with the administrative policies, procedures, standards, and practices of THE CHILDREN'S PLACE, including without limitation: confidentiality policies and procedures, physical examination requirements, and obtaining current immunizations and any additional testing as required by the GLOBAL ALLIANCE and THE CHILDREN'S PLACE;

(b.) Conforming to the standards and practices established by GLOBAL ALLIANCE and THE CHILDREN'S PLACE;

(c.) Obtaining mutual consent from the GLOBAL ALLIANCE and THE CHILDREN'S PLACE before publishing any materials relating to the services and programs provided to children and families with HIV/AIDS; and

(d.) Submitting copies of current licensure in good standing, if applicable.

3. The Children's Place Policies and Procedures. GLOBAL ALLIANCE and its employees, agents, and representatives agree to abide by all applicable regulations and policies and procedures that govern the operation, licensure, and certification of THE CHILDREN'S PLACE.

4. Client Welfare. In any situation where a client's welfare may be adversely affected in the sole opinion of THE CHILDREN'S PLACE or GLOBAL ALLIANCE, either party may take immediate corrective measures without prior consultation of the other party, but shall notify the other party immediately thereafter. Both THE CHILDREN'S PLACE and GLOBAL ALLIANCE agree to immediately notify the other party upon receipt of any notice related to an inspection, audit, or pending lawsuit.

5. Staffing. THE CHILDREN'S PLACE and GLOBAL ALLIANCE shall maintain staffing as required to meet the needs of the children and families with HIV/AIDS which receive

services and programs from THE CHILDREN'S PLACE and GLOBAL ALLIANCE. Thomas Derdak and Samantha Dwyer shall become employees of THE CHILDREN'S PLACE.

6. Dissemination of Information. GLOBAL ALLIANCE and THE CHILDREN'S PLACE shall not provide any information pertaining to the provision of services and programs pursuant to this Agreement to any third party without written authorization from the other party.

7. Regulatory Requirements. GLOBAL ALLIANCE shall determine which standards, if any, must be met pursuant to this Agreement including any applicable regulations, guidelines, and standards related to services and programs provided in Africa. GLOBAL ALLIANCE shall consult with its African partners and field operation affiliates regarding any applicable regulations, guidelines, standards, and local law.

8. Inspections. GLOBAL ALLIANCE shall on reasonable request, permit THE CHILDREN'S PLACE to inspect GLOBAL ALLIANCE's sites, facilities, services available for children and families with HIV/AIDS, patient records, financial records and any other such materials that pertain to the services and programs provided by employees, staff, and representatives of GLOBAL ALLIANCE.

9. Injuries Sustained. GLOBAL ALLIANCE agrees to notify THE CHILDREN'S PLACE of any injury sustained by GLOBAL ALLIANCE staff, employees or agents during the provision of services and programs pursuant to this Agreement within twenty-four (24) hours of such occurrence.

10. Responsibilities of the Global Alliance and The Children's Place. GLOBAL ALLIANCE, in consultation with THE CHILDREN'S PLACE, shall determine the content of the services and programs in order to achieve the objective of providing services and programs to children and families with HIV/AIDS in Africa. The provision of services and programs shall be mutually agreed upon by both GLOBAL ALLIANCE and THE CHILDREN'S PLACE, and the placement of staff for such services and programs shall also be mutually agreed upon at least thirty (30) days prior to commencement of the services and programs.

11. Program Evaluation and Annual Report. GLOBAL ALLIANCE shall develop a method for the evaluation of services and programs provided in Africa pursuant to this Agreement which shall be reviewed and approved by the Board of Directors of THE CHILDREN'S PLACE. GLOBAL ALLIANCE agrees to provide program evaluation information to THE CHILDREN'S PLACE on a continuing basis. Both GLOBAL ALLIANCE and THE CHILDREN'S PLACE staff shall maintain regular communication for the purpose of reviewing and evaluating current services and programs that are being provided to children and families with HIV/AIDS in Africa. GLOBAL ALLIANCE shall annually complete and present a written report to the Board of Directors of THE CHILDREN'S PLACE regarding the services and programs provided in Africa and related program evaluation or on a more frequent basis as requested by THE CHILDREN'S PLACE.

12. Governing Bodies and Administration. GLOBAL ALLIANCE and THE CHILDREN'S PLACE shall each designate one (1) member of their respective Board of Directors to serve ex officio, as non-voting members, on the other corporation's board. Cathy Krieger shall remain President/CEO of THE CHILDREN'S PLACE. Thomas Derdak shall remain Executive Director of GLOBAL ALLIANCE. Mr. Derdak shall have responsibility for

overseeing the services and programs provided pursuant to this Agreement and shall report to Ms. Krieger.

13. Status of the Parties. It is expressly understood and agreed that in the performance of services under this Agreement, GLOBAL ALLIANCE shall maintain its status as an Illinois not-for-profit corporation. GLOBAL ALLIANCE shall be a subsidiary of THE CHILDREN'S PLACE. It is expressly understood and agreed that during the provision of services and programs pursuant to this Agreement, GLOBAL ALLIANCE and its officers, directors, employees, and agents, with the exception of Thomas Derdak and Samantha Dwyer, shall be independent contractors with respect to THE CHILDREN'S PLACE and shall in no way be deemed employees or agents of THE CHILDREN'S PLACE. This Agreement shall in no way be construed to create a joint venture or partnership relationship or agreement between THE CHILDREN'S PLACE and GLOBAL ALLIANCE.

14. Payments, Withholdings and Benefits. Each party further understands and agrees, with the exception of Thomas Derdak and Samantha Dwyer, that (i) the other party's personnel shall not be treated as employees for federal or state tax purposes; (ii) neither party shall withhold on behalf of the other party's personnel any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available any of the benefits afforded to its employees; (iii) all of such payments, withholdings, and benefits, if any, are the sole responsibility of the party incurring the liability; and (iv) each party will indemnify and hold harmless the other from any and all loss or liability arising with respect to such payments, withholds, and benefits, if any. GLOBAL ALLIANCE and THE CHILDREN'S PLACE each hereby covenants and agrees to the other that it shall withhold any and all sums owed by its employees that it is obligated to withhold under any federal, state or local laws.

15. Liability Insurance. GLOBAL ALLIANCE shall maintain insurance for itself and its employees, directors, officers, and agents. The duty to maintain such coverage shall survive the termination of this Agreement. GLOBAL ALLIANCE agrees to furnish to THE CHILDREN'S PLACE a certificate of insurance for the above-mentioned insurance coverage. The GLOBAL ALLIANCE further agrees to provide immediate notice to THE CHILDREN'S PLACE of any significant changes in insurance coverage or limits.

16. Indemnification. The GLOBAL ALLIANCE hereby agrees to indemnify, protect and hold harmless THE CHILDREN'S PLACE its agents, officers and employees from any and all claims, demands, actions or judgments for which THE CHILDREN'S PLACE may become liable based upon or arising from the provision of services and programs pursuant to this Agreement and resulting from the negligence, actions or omissions of GLOBAL ALLIANCE or any of its officers, agents or employees. This duty of the GLOBAL ALLIANCE shall survive termination of this Agreement. THE CHILDREN'S PLACE hereby agrees to indemnify, protect and hold harmless the GLOBAL ALLIANCE its agents, officers and employees from any and all claims, demands, actions or judgments for which the GLOBAL ALLIANCE may become liable based upon or arising from the provision services and programs pursuant to this Agreement and resulting from the negligence, actions or omissions of THE CHILDREN'S PLACE or any of its officers, agents or employees. This duty of THE CHILDREN'S PLACE shall survive termination of this Agreement.

17. Term and Termination of Agreement. This Agreement shall be effective as of the Effective Date for a term of five (5) years ("Initial Term"), and shall thereafter automatically renew for successive one year periods unless either party gives the other party written notice not to renew this Agreement at least ninety (90) days prior to the expiration of the Initial Term or the then existing renewal period, subject, however, to termination under Section 17.1.

17.1 Termination. This Agreement may be terminated and canceled with or without cause, without penalty at any time by the following methods:

(a.) Termination by Agreement.

In the event the parties shall mutually agree in writing, this Agreement may be terminated under the terms and date stipulated therein.

(b.) Termination For Specific Breach.

In the event either party shall fail by omission or co-mission in any substantial manner to provide the services, fail to fulfill any term or covenant specified in this Agreement, or be unable to provide services pursuant to this Agreement or fulfill any term or covenant specified in this Agreement, this Agreement may be terminated after the breaching party has been given a minimum of thirty (30) days to cure the breach.

17.2 Effects of Termination. The parties shall have no further obligations hereunder except for (1) obligations occurring prior to the date of termination, and (2) obligations, promises, or covenants contained herein that are expressly made to extend beyond the terms of this Agreement.

17.3 Termination of Other Agreements. With the exception of the Memorandum of Understanding which has been executed by both parties and is incorporated hereto, this Agreement supersedes any and all other agreements, either written or oral, between the parties hereto with respect to the subject matter hereof, and all other such agreements, either written or oral, shall be considered terminated as of the effective date of this Agreement.

18. Confidential Information. THE CHILDREN'S PLACE and GLOBAL ALLIANCE agree that the terms and conditions of this Agreement and any prior written agreements between the parties shall remain confidential, and Confidential Information shall not be disclosed to any third party without the consent of THE CHILDREN'S PLACE and GLOBAL ALLIANCE. "Confidential Information" as used in this Paragraph 18 shall mean all information of any kind and nature whatsoever which may be hereafter submitted by either party to the other, whether provided orally or in writing; and shall specifically include information about either party, its business, including, but not limited to, information regarding either party's business plans, financial results and statements, markets, current or projected activities, results of operations, clients, patients, materials, requirements and sources, and contracts. Confidential Information shall also specifically include any information relating to the fact that the parties have entered into discussions about the possibility of future business relations and the content of such discussions. However, Confidential Information shall not include information which is known to the receiving party before its disclosure, is publicly known through no fault of the receiving party, is received from a third party (provided that such third party was not bound by a duty of confidentiality to the non-receiving party with respect to such information), or is approved for release by the originating party.

19. Notices. Any notice, demand, or communication required, permitted or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

**THE CHILDREN'S PLACE:** Cathy Krieger, President/CEO  
The Children's Place Association  
3059 W. Augusta Boulevard  
Chicago, Illinois 60622

**With a copy to:** Harris Kessler & Goldstein LLC  
640 N. LaSalle Street, Suite 590  
Chicago, Illinois 60610-3731  
Attn: Jayme R. Matchinski

**GLOBAL ALLIANCE:** Thomas Derdak, Executive Director  
Global Alliance for Africa  
703 W. Monroe  
Chicago, Illinois 60661-3515

20. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and may not be changed, altered or modified in any manner unless such changes are agreed to in writing by both THE CHILDREN'S PLACE and GLOBAL ALLIANCE.

21. Severability. If any terms or provisions of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of the Agreement shall not be affected, but each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

22. Assignment. This Agreement is for the provision of services to children and families affected by HIV/AIDS in Africa by THE CHILDREN'S PLACE and GLOBAL ALLIANCE may not be assigned or transferred by either THE CHILDREN'S PLACE or GLOBAL ALLIANCE without prior written consent to the other.

23. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

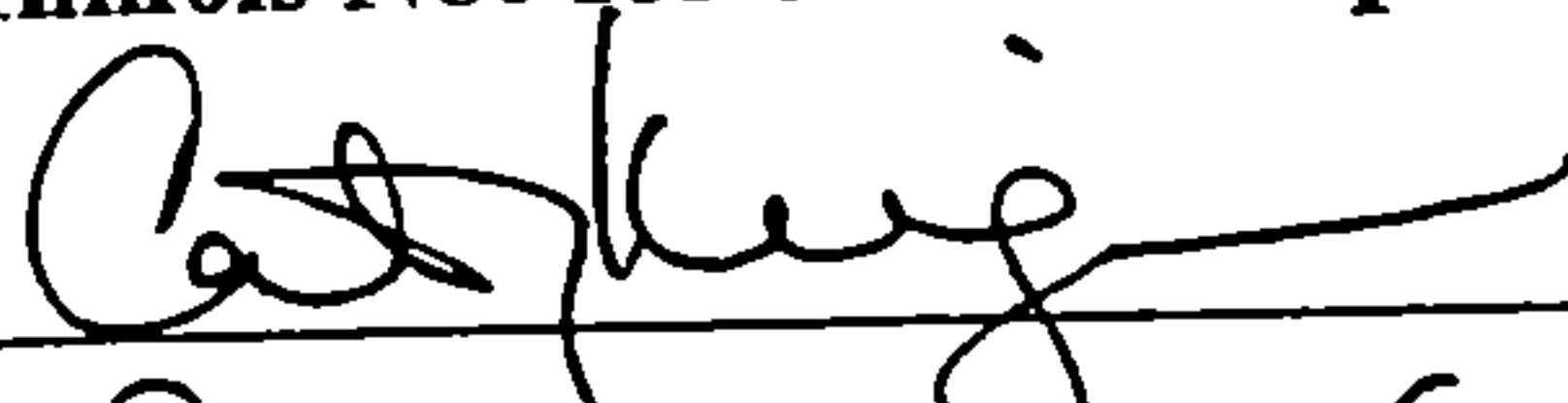
24. Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural.

25. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

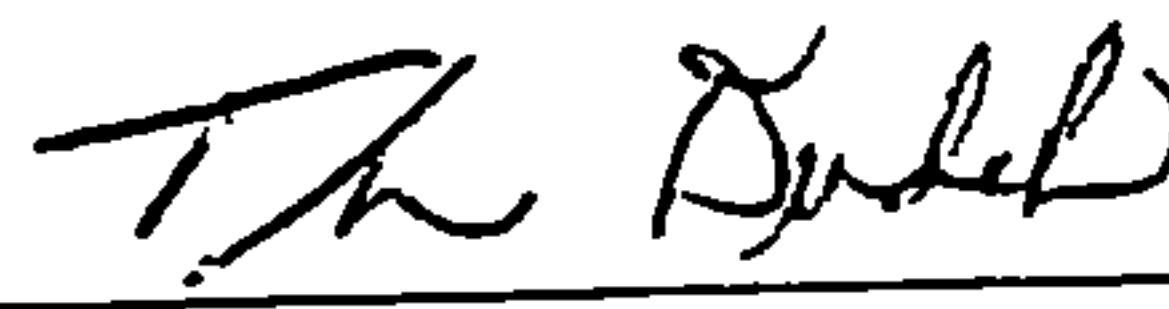
26. Governing Law. This Agreement shall in all respects be governed by the laws of the State of Illinois without regard to its choice of law rules.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

**THE CHILDREN'S PLACE ASSOCIATION,  
an Illinois Not-for-Profit Corporation**

By:   
Its: President + CEO

**GLOBAL ALLIANCE FOR AFRICA,  
an Illinois Not-for-Profit Corporation**

By:   
Its: Executive Director

FORM 990 SPECIAL EVENTS AND ACTIVITIES STATEMENT 2

DESCRIPTION OF EVENT	GROSS RECEIPTS	CONTRIBUT. INCLUDED	GROSS REVENUE	DIRECT EXPENSES	NET INCOME
GALA	51,675.	33,534.	18,141.	20,854.	-2,713.
TO FM 990, PART I, LINE 9	51,675.	33,534.	18,141.	20,854.	-2,713.

FORM 990 OTHER CHANGES IN NET ASSETS OR FUND BALANCES STATEMENT 3

DESCRIPTION	AMOUNT
CORRECTION OF ACCOUNTING ERRORS	708.
TOTAL TO FORM 990, PART I, LINE 20	708.

FORM 990 OTHER EXPENSES STATEMENT 4

DESCRIPTION	(A) TOTAL	(B) PROGRAM SERVICES	(C) MANAGEMENT AND GENERAL	(D) FUNDRAISING
BANK CHARGES	3,356.		3,356.	
CREDIT CARD PROCESSING FEES	3,580.			3,580.
OTHER CONSULTING FEES	1,262.	1,047.	215.	
ENTERTAINMENT EXPENSE	3,678.		1,398.	2,280.
LICENSES AND FEES	668.		668.	
OFFICE EXPENSE	3,001.		1,200.	1,801.
OTHER DIRECT PROGRAM EXPENSES	109,200.	109,200.		
MANAGEMENT FEES	10,245.		10,245.	
MISCELLANEOUS EXPENSES	400.	400.		
PROMOTION EXPENSE	500.			500.
NON-EMPLOYEE CONSULTING AND BENEFITS	17,587.	10,552.	3,518.	3,517.
TOTAL TO FM 990, LN 43	153,477.	121,199.	20,600.	11,678.



MICRO-ENTREPRENEURIAL GRANTS	TUMAINI CAPITAL BOOSTING ASSOCIATION	CCM BUILDING, 2ND FL., ROOM 18, P.O. BOX 15197, ARUSHA,	NONE	2,000.
CHILDREN'S ORPHANAGE SUPPORT	WOMEN IN ACTION	P.O. BOX 1265, ARUSHA, TANZANIA	NONE	2,200.
CHOLERA PREVENTION EDUCATION	CHOLERA PROGRAM	P.O. BOX 104258, 1000 MONROVIA, LIBERIA	NONE	6,000.
EDUCATION PROGRAMS	TUMAINI CENTER	P.O. BOX 11600, NJIRO, ARUSHA, TANZANIA	NONE	12,000.
SCHOOL FEES	ST. JUDES	P.O. BOX 11875, ARUSHA, TANZANIA	NONE	30,000.
ORPHANAGE SUPPORT	LOHADA ORPHANAGE	P.O. BOX 15095, ARUSHA, TANZANIA	NONE	11,600.
MICRO-ENTREPRENEURIAL GRANTS	ORPHANS PROGRAM	JUDITH SHAYO, KIBOSHO HOSPITAL, P.O. BOX 866,	NONE	4,361.
PROGRAM OPERATIONS	TUMAINI BIKE PROGRAM	P.O. BOX 11600, NJIRO, ARUSHA, TANZANIA	NONE	8,284.
TOTAL INCLUDED ON FORM 990, PART II, LINE 22				112,195.

FORM 990 STATEMENT OF ORGANIZATION'S PRIMARY EXEMPT PURPOSE STATEMENT 7  
PART III

EXPLANATION

TO WORK WITH AFRICAN NGO'S, FAITH-BASED ORGANIZATIONS, AND LOCAL COMMUNITIES TO DESIGN AND DEVELOP ECONOMIC STRENGTHENING PROGRAMS FOR FAMILIES AND COMMUNITIES WHO TAKE CARE OF AND PROVIDE SUPPORT TO ORPHANS AND OTHER VULNERABLE CHILDREN AFFECTED BY HIV/AIDS IN SUB-SAHARAN AFRICA. GLOBAL ALLIANCE FOR AFRICA IS COMMITTED TO THE DEVELOPMENT OF LONG-TERM, SELF-SUSTAINING PROGRAMS THAT MEET NEEDS IDENTIFIED BY AFRICANS THEMSELVES.

FORM 990 OTHER PROGRAM SERVICES STATEMENT 8

DESCRIPTION	GRANTS AND ALLOCATIONS	EXPENSES
OTHER PROGRAM ACTIVITIES INCLUDING CHOLERA PREVENTION EDUCATION IN LIBERIA, EDUCATIONAL TRIPS TO EAST AFRICA, SCHOOL SUPPORT PROGRAMS, AND SAFE WATER PROGRAMS.	23,000.	77,634.
TOTAL TO FORM 990, PART III, LINE E	23,000.	77,634.

FORM 990 DEPRECIATION OF ASSETS NOT HELD FOR INVESTMENT STATEMENT 9

DESCRIPTION	COST OR OTHER BASIS	ACCUMULATED DEPRECIATION	BOOK VALUE
LAND, ARUSHA TANZANIA	7,949.	0.	7,949.
BUILDING, TUMAINI VOCATIONAL TRAINING CENTER	30,700.	5,117.	25,583.
TOTAL TO FORM 990, PART IV, LN 57	38,649.	5,117.	33,532.

FORM 990 OTHER LIABILITIES STATEMENT 10

DESCRIPTION	AMOUNT
ACCRUED EXPENSES	0.
ACCRUED WAGES	0.
DUE TO RELATED PARTY, THE CHILDREN'S PLACE ASSN. #36-3641017	88,986.
TOTAL TO FORM 990, PART IV, LINE 65, COLUMN B	88,986.

FORM 990 OTHER REVENUE NOT INCLUDED ON FORM 990 STATEMENT 11

DESCRIPTION	AMOUNT
SPECIAL EVENT EXPENSES REPORTED ON LINE 9B, PAGE 1, FORM 990	20,854.
TOTAL TO FORM 990, PART IV-A	20,854.

FORM 990 OTHER EXPENSES NOT INCLUDED ON FORM 990 STATEMENT 12

DESCRIPTION	AMOUNT
SPECIAL EVENT EXPENSES REPORTED ON LINE 9B, PAGE 1, FORM 990	20,854.
TOTAL TO FORM 990, PART IV-B	20,854.

FORM 990 IDENTIFICATION OF RELATED ORGANIZATIONS PART VI, LINE 80B STATEMENT 13

NAME OF ORGANIZATION	EXEMPT	NONEXEMPT
THE CHILDREN'S PLACE ASSOCIATION, #36-3641017	X	

FORM 990 NAME OF FOREIGN COUNTRY IN WHICH ORGANIZATION HAS AN OFFICE STATEMENT 14

NAME OF COUNTRY
TANZANIA
LIBERIA

# Application for Extension of Time To File an Exempt Organization Return

▶ File a separate application for each return.

- If you are filing for an **Automatic 3-Month Extension**, complete only **Part I** and check this box
  - If you are filing for an **Additional (not automatic) 3-Month Extension**, complete only **Part II** (on page 2 of this form).
- Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.**

**Part I Automatic 3-Month Extension of Time - Only submit original (no copies needed)**

Form 990-T corporations requesting an automatic 6-month extension - check this box and complete Part I only

All other corporations (including Form 990-C filers) must use Form 7004 to request an extension of time to file income tax returns. Partnerships, REMICs, and trusts must use Form 8736 to request an extension of time to file Form 1065, 1066, or 1041.

**Electronic Filing (e-file).** Form 8868 can be filed electronically if you want a 3-month automatic extension of time to file one of the returns noted below (6 months for corporate Form 990-T filers). However, you cannot file it electronically if you want the additional (not automatic) 3-month extension, instead you must submit the fully completed signed page 2 (Part II) of Form 8868. For more details on the electronic filing of this form, visit [www.irs.gov/efile](http://www.irs.gov/efile).

<b>Type or print</b>	Name of Exempt Organization <b>GLOBAL ALLIANCE FOR AFRICA</b>	Employer identification number <b>36-4083547</b>
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. <b>703 W. MONROE STREET</b>	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>CHICAGO, IL 60661</b>	

Check type of return to be filed (file a separate application for each return):

- |  |   |                                    |
|--|---|------------------------------------|
| <input checked="" type="checkbox"/> Form 990 | <input type="checkbox"/> Form 990-T (corporation)                 | <input type="checkbox"/> Form 4720 |
| <input type="checkbox"/> Form 990-BL         | <input type="checkbox"/> Form 990-T (sec. 401(a) or 408(a) trust) | <input type="checkbox"/> Form 5227 |
| <input type="checkbox"/> Form 990-EZ         | <input type="checkbox"/> Form 990-T (trust other than above)      | <input type="checkbox"/> Form 6069 |
| <input type="checkbox"/> Form 990-PF         | <input type="checkbox"/> Form 1041-A                              | <input type="checkbox"/> Form 8870 |

- The books are in the care of ▶ MS. NANCY MITZEN  
Telephone No. ▶ 773-826-1230 FAX No. ▶ 773-826-3588
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a **Group Return**, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_. If this is for the **whole group**, check this box . If it is for part of the group, check this box  and attach a list with the names and EINs of all members the extension will cover.

**1** I request an automatic 3-month (6-months for a Form 990-T corporation) extension of time until AUGUST 15, 2006 to file the exempt organization return for the organization named above. The extension is for the organization's return for:

▶  calendar year 2005 or

▶  tax year beginning \_\_\_\_\_, and ending \_\_\_\_\_

**2** If this tax year is for less than 12 months, check reason:  Initial return  Final return  Change in accounting period

**3a** If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions ..... \$ \_\_\_\_\_

**b** If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit ..... \$ \_\_\_\_\_

**c** **Balance Due.** Subtract line 3b from line 3a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions ..... \$ N/A

**Caution.** If you are going to make an electronic fund withdrawal with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

If you are filing for an Additional (not automatic) 3-Month Extension, complete only Part II and check this box

Note: Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.

If you are filing for an Automatic 3-Month Extension, complete only Part I (on page 1).

Part II Additional (not automatic) 3-Month Extension of Time - Must file Original and One Copy. Name of Exempt Organization: GLOBAL ALLIANCE FOR AFRICA. Employer identification number: 36-4083547. Address: 703 W. MONROE STREET, CHICAGO, IL 60661.

Check type of return to be filed (File a separate application for each return): Form 990 (checked), Form 990-EZ, Form 990-T (sec. 401(a) or 408(a) trust), Form 1041-A, Form 5227, Form 8870, Form 990-BL, Form 990-PF, Form 990-T (trust other than above), Form 4720, Form 6069.

STOP: Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.

The books are in the care of MS. NANCY MITZEN. Telephone No. 773-826-1230, FAX No. 773-826-3588. If the organization does not have an office or place of business in the United States, check this box. If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN).

I request an additional 3-month extension of time until NOVEMBER 15, 2006. For calendar year 2005, or other tax year beginning and ending. If this tax year is for less than 12 months, check reason: Initial return, Final return, Change in accounting period. State in detail why you need the extension: ADDITIONAL INFORMATION IS NEEDED IN ORDER TO FILE AN ACCURATE RETURN.

8a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions. b If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. c Balance Due. Subtract line 8b from line 8a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.

Signature and Verification

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form. Signature: [Signature], Title: CPA, Date: 8/14/06.

Notice to Applicant - To Be Completed by the IRS

We have approved this application. Please attach this form to the organization's return. We have not approved this application. However, we have granted a 10-day grace period from the later of the date shown below or the due date of the organization's return (including any prior extensions). This grace period is considered to be a valid extension of time for elections otherwise required to be made on a timely return. Please attach this form to the organization's return. We have not approved this application. After considering the reasons stated in item 7, we cannot grant your request for an extension of time to file. We are not granting a 10-day grace period. We cannot consider this application because it was filed after the extended due date of the return for which an extension was requested. Other.

Director: By: Date:

Alternate Mailing Address - Enter the address if you want the copy of this application for an additional 3-month extension returned to an address different than the one entered above.

Name: CLIFTON GUNDERSON LLP. Number and street (include suite, room, or apt. no.) or a P.O. box number: 1301 W. 22ND STREET, SUITE 1100. City or town, province or state, and country (including postal or ZIP code): OAK BROOK, IL 60523.

EXTENSION APPROVED AUG 23 2006 FIELD DIRECTOR, SUBMISSION PROCESSING, OGDEN

523832 05-01-05