

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

COVINGTON, KY 41012

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage	\$2.20
Total Postage and Fees	\$5.75



Sent To Internal Revenue Service
Street and Apt. No., or PO Box No. PO BOX 12192
City, State, ZIP+4® COVINGTON, KY 41012-0192

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7015 3010 0001 2736 8105



BREDEMANN & SHELLANDER PLC
Attorneys and Counselors

March 6, 2020

VIA CERTIFIED MAIL

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
P.O. Box 12192
Covington, KY 41012-0192

Re: Ingui Family Foundation, Inc.
EIN: 84-3818432

Dear Sir or Madam:

Enclosed herewith for filing is Form 1023 for the above-referenced Foundation. A list of the enclosed documents is set forth in the enclosed Form 1023 checklist.

If additional information is required, please feel free to contact me, and I will provide it as promptly as possible. My direct line is 480-351-1077.

Very truly yours,

Bredemann & Shellander PLC

Thomas W. Shellander

TWS:srr

cc: Silvio Ingui, Sally Ingui and Stephan L. Ingui (w/ encl., via Email)
Enclosures

**Bredemann & Shellander PLC**

14500 N. Northsight Blvd. Suite 217
 Scottsdale, AZ 85260
 480-998-0999



JPMorgan Chase Bank, N.A.
 www.Chase.com

91-2/1221



3/6/2020

PAY TO THE
 ORDER OF

United States Treasury

\$ **600.00

Six Hundred and 00/100

DOLLARS

Internal Revenue Service
 PO Box 12192
 Covington, KY 41012-0192

VOID AFTER 60 DAYS

MEMO

Form 1023 for 84-3818432

AUTHORIZED SIGNATURE

⑈002409⑈ ⑆122100024⑆

730573537⑈

Form 1023 Checklist

(Revised December 2017)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note: Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- ☒ Assemble the application and materials in this order.
- Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.
- ☒ User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.
- ☒ Employer Identification Number (EIN)
- ☒ Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.
- ☒ Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.
- | | | | | | | | | | |
|------------|-----|-----|----|---|------------|-----|-----|----|---|
| Schedule A | Yes | ___ | No | ✓ | Schedule E | Yes | ___ | No | ✓ |
| Schedule B | Yes | ___ | No | ✓ | Schedule F | Yes | ___ | No | ✓ |
| Schedule C | Yes | ___ | No | ✓ | Schedule G | Yes | ___ | No | ✓ |
| Schedule D | Yes | ___ | No | ✓ | Schedule H | Yes | ___ | No | ✓ |

- ☒ An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
 - Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Section 1.2, pages 1-2
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Section 3.2, Page 4
- ☒ Signature of an officer, director, trustee, or other official who is authorized to sign the application.
 - Signature at Part XI of Form 1023.
- ☒ Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
P.O. Box 12192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
201 West Rivercenter Boulevard
Covington, KY 41011

**Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code**

► Do not enter social security numbers on this form as it may be made public.
► Go to www.irs.gov/Form1023 for instructions and the latest information.

OMB No. 1545-0056
Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I – XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
Silvio and Sally J. Ingui Charitable Trust			
3 Mailing address (Number and street) (see instructions)	Room/Suite	4 Employer Identification Number (EIN)	
8400 E. Dixileta Drive, Unit 192		84-3818432	
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 – 12)	
Scottsdale, AZ 85266		12	
6 Primary contact (officer, director, trustee, or authorized representative) a Name:		b Phone: 973-953-2033	
Silvio Ingui, Trustee		c Fax: (optional)	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: None			
b Organization's email: (optional)			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		11 / 27 / 2019	
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. See instructions. **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. ☐ Yes ☒ **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. ☐ Yes ☒ **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. ☐ Yes ☒ **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. ☒ Yes ☐ **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. ☒ Yes ☐ **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. ☐ Yes ☒ **No**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. ☒
- Location of Purpose Clause (Page, Article, and Paragraph): **Trust Agreement, Section 1.2, pages 1-2.**
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c. ☒
- b** If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **Trust Agreement, Section 3.2, page 4.**
- c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state: ☐

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Silvio Ingui	Trustee	8400 E. Dixileta Drive, Unit 192 Scottsdale, AZ 85266	None
Sally J. Ingui	Trustee	8400 E. Dixileta Drive, Unit 192 Scottsdale, AZ 85266	None
Stephen L. Ingui	Trustee	27 Bodie Road Wayne, NJ 07470	See attachment

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
None			

- c** List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a** Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship. ☒ **Yes** ☐ **No**
- b** Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. ☐ **Yes** ☒ **No**
- c** Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. ☒ **Yes** ☐ **No**
- 3a** For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.
- b** Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. ☐ **Yes** ☒ **No**
- 4** In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
- a** Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? ☒ **Yes** ☐ **No**
- b** Do you or will you approve compensation arrangements in advance of paying compensation? ☒ **Yes** ☐ **No**
- c** Do you or will you document in writing the date and terms of approved compensation arrangements? ☒ **Yes** ☐ **No**

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d** Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ **Yes** ☐ **No**
- e** Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ **Yes** ☐ **No**
- f** Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ **Yes** ☐ **No**
- g** If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
-
- 5a** Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☒ **Yes** ☐ **No**
- b** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c** What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
-
- 6a** Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☒ **No**
- b** Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ **Yes** ☒ **No**
-
- 7a** Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ **Yes** ☒ **No**
- b** Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ **Yes** ☒ **No**
-
- 8a** Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ **Yes** ☒ **No**
- b** Describe any written or oral arrangements that you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f** Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
-
- 9a** Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ **Yes** ☒ **No**

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** Describe any written or oral arrangements you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f** Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. See instructions.

- 1a** In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☐ Yes ☒ No
- b** In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☒ Yes ☐ No
- 2** Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3** Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☐ Yes ☒ No

Part VII Your History

The following "Yes" or "No" questions relate to your history. See instructions.

- 1** Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2** Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☒ No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. See instructions.

- 1** Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ Yes ☒ No
- 2a** Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b** Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ Yes ☐ No
- 3a** Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b** Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c** List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

- 4a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. See instructions. ☐ Yes ☒ No

- | | |
|---|--|
| <input type="checkbox"/> mail solicitations | <input type="checkbox"/> phone solicitations |
| <input type="checkbox"/> email solicitations | <input type="checkbox"/> accept donations on your website |
| <input type="checkbox"/> personal solicitations | <input type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input type="checkbox"/> government grant solicitations |
| <input type="checkbox"/> foundation grant solicitations | <input type="checkbox"/> Other |

Attach a description of each fundraising program.

- b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☐ Yes ☒ No
- c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ Yes ☒ No
- d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.
- e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ Yes ☒ No

- 5** Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ Yes ☒ No

- 6a** Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ Yes ☒ No

- b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

- 7a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ Yes ☒ No

- b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ Yes ☒ No

- c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

- 8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ Yes ☒ No

- 9a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ Yes ☒ No

- b** Do you provide childcare so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

- c** Of the children for whom you provide childcare, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

- d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

- 10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☐ Yes ☒ No

Part VIII Your Specific Activities (Continued)

11 Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. ☐ Yes ☒ No

12a Do you or will you operate in a **foreign country** or **countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. ☐ Yes ☒ No

b Name the foreign countries and regions within the countries in which you operate.

c Describe your operations in each country and region in which you operate.

d Describe how your operations in each country and region further your exempt purposes.

13a Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. ☒ Yes ☐ No

b Describe how your grants, loans, or other distributions to organizations further your exempt purposes.

c Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. ☐ Yes ☒ No

d Identify each recipient organization and any **relationship** between you and the recipient organization.

e Describe the records you keep with respect to the grants, loans, or other distributions you make.

f Describe your selection process, including whether you do any of the following.

(i) Do you require an application form? If "Yes," attach a copy of the form. ☐ Yes ☒ No

(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. ☐ Yes ☒ No

g Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.

14a Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. ☐ Yes ☒ No

b Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.

c Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. ☐ Yes ☐ No

d Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ☐ Yes ☐ No

e Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ☐ Yes ☐ No

f Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. ☐ Yes ☐ No

Part VIII Your Specific Activities (Continued)

- | | | |
|-----------|--|---|
| 15 | Do you have a close connection with any organizations? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16 | Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 17 | Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 18 | Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 19 | Do you or will you operate a school ? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 20 | Is your main function to provide hospital or medical care ? If "Yes," complete Schedule C. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 21 | Do you or will you provide low-income housing or housing for the elderly or handicapped ? If "Yes," complete Schedule F. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 22 | Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
- Note:** Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years.

- If in existence less than 5 years, complete the statement for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of:
 - Three years of financial information if you have not completed one tax year, or
 - Four years of financial information if you have completed one tax year. See instructions.
- If in existence 5 or more years, complete the schedule for the most recent 5 tax years. You will need to provide a separate statement that includes information about the most recent 5 tax years because the data table in Part IX has not been updated to provide for a 5th year. See instructions.

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
		(a) From 11/27/19 To 12/31/19	(b) From 01/01/20 To 12/31/20	(c) From 01/01/21 To 12/31/20	(d) From To	
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	\$302,912	\$1,000,000	\$1,000,000		
	2 Membership fees received					
	3 Gross investment income		\$40,000	\$90,000		
	4 Net unrelated business income					
	5 Taxes levied for your benefit					
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)					
	7 Any revenue not otherwise listed above or in lines 9–12 below (attach an itemized list)					
	8 Total of lines 1 through 7	\$302,912	\$1,040,000	\$1,090,000		
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)					
	10 Total of lines 8 and 9	\$302,912	\$1,040,000	\$1,090,000		
	11 Net gain or loss on sale of capital assets (attach schedule and see instructions)					
	12 Unusual grants					
	13 Total Revenue Add lines 10 through 12	\$302,912	\$1,040,000	\$1,090,000		
Expenses	14 Fundraising expenses					
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	\$150	\$20,000	\$50,000		
	16 Disbursements to or for the benefit of members (attach an itemized list)					
	17 Compensation of officers, directors, and trustees		\$5,000	\$15,000		
	18 Other salaries and wages					
	19 Interest expense					
	20 Occupancy (rent, utilities, etc.)					
	21 Depreciation and depletion					
	22 Professional fees		\$15,000	\$5,000		
	23 Any expense not otherwise classified, such as program services (attach itemized list)					
	24 Total Expenses Add lines 14 through 23	\$150	\$40,000	\$70,000		

Part IX Financial Data (Continued)**B. Balance Sheet (for your most recently completed tax year)**Year End: **2019**
(Whole dollars)

Assets		
1	Cash	1 0
2	Accounts receivable, net	2
3	Inventories	3
4	Bonds and notes receivable (attach an itemized list)	4
5	Corporate stocks (attach an itemized list)	5 \$330,206
6	Loans receivable (attach an itemized list)	6
7	Other investments (attach an itemized list)	7
8	Depreciable and depletable assets (attach an itemized list)	8
9	Land	9
10	Other assets (attach an itemized list)	10
11	Total Assets (add lines 1 through 10)	11 \$330,206
Liabilities		
12	Accounts payable	12
13	Contributions, gifts, grants, etc. payable	13
14	Mortgages and notes payable (attach an itemized list)	14
15	Other liabilities (attach an itemized list)	15
16	Total Liabilities (add lines 12 through 15)	16
Fund Balances or Net Assets		
17	Total fund balances or net assets	17 \$330,206
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18 \$330,206
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. See instructions.

1 a Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you ☒ **Yes** ☐ **No**
are unsure, see the instructions.

b As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. ☒

2 Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. ☐ **Yes** ☒ **No**

3 Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. ☐ **Yes** ☒ **No**

4 Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? ☒ **Yes** ☐ **No**

5 If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.

The organization is not a private foundation because it is:

a 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A. ☐

b 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B. ☐

c 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C. ☐

d 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, h, or i or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D. ☐

Part X Public Charity Status (Continued)

- e** 509(a)(4) – an organization organized and operated exclusively for testing for public safety. ☐
- f** 509(a)(1) and 170(b)(1)(A)(iv) – an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g** 509(a)(1) and 170(b)(1)(A)(ix) – an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university. ☐
- h** 509(a)(1) and 170(b)(1)(A)(vi) – an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- i** 509(a)(2) – an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- j** A publicly supported organization, but unsure if it is described in 5h or 5i. You would like the IRS to decide the correct status. ☐

6 If you checked box h, i, or j in question 5 above, and you have been in existence more than 5 years, you must confirm your public support status. Answer line 6a if you checked box h in line 5 above. Answer line 6b if you checked box i in line 5 above. If you checked box j in line 5 above, answer both lines 6a and 6b.

- a** (i) Enter 2% of line 8, column (e) on Part IX-A Statement of Revenues and Expenses _____
- (ii) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," state this.
- b** (i) For each year amounts are included on lines 1, 2, and 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name and amount received from each **disqualified person**. If the answer is "None," state this.
- (ii) For each year amounts were included on line 9 of Part IX-A Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of Line 10, Part IX-A Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," state this.

- 7** Did you receive any unusual grants during any of the years shown on Part IX-A Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ **Yes** ☒ **No**

Part XI User Fee Information and Signature

You must include the correct user fee payment with this application. If you do not submit the correct user fee, we will not process the application and we will return it to you. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "Exempt Organizations User Fee" in the search box, or call Customer Account Services at 1-877-829-5500 for current information.

Enter the amount of the user fee paid: \$600.00

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

Please
Sign
Here

(Signature of Officer, Director, Trustee, or other authorized official)

Silvio Ingui

(Type or print name of signer)

Trustee

(Type or print title or authority of signer)

(Date)

ATTACHMENT TO FORM 1023

Part II, Item 5. Appointment of Trustees

The initial trustees were appointed under Section 1.3 of that certain agreement dated November 27, 2019, which was executed by Silvio Ingui and Sally J. Ingui, as the settlors and as trustees, and Stephen L. Ingui, as a trustee, entitled the "Silvio and Sally J. Ingui Charitable Trust" ("Trust Agreement"). The Silvio and Sally J. Ingui Charitable Trust (the "Foundation") was created under the Trust Agreement. A copy of the Trust Agreement is enclosed. Additional or successor trustees may be appointed by the trustees pursuant to Section 1.4 of the Trust Agreement. As indicated in Section 1.5 of the Trust Agreement, if there are no trustees in office and acting as trustees, then the default successor trustee will terminate and wind-up the Foundation. The initial default successor trustee is The Northern Trust Company.

Part IV. Narrative Description of Your Activities

The Foundation was created to donate money to charitable, educational, scientific, or religious organizations that are also organizations qualified under Section 501(c)(3) of the Internal Revenue Code, as amended (the "IRC"). The Foundation was formed and is currently operating pursuant to the Trust Agreement. The Foundation's trustees will choose how much and when to donate Foundation monies within the requirements set forth in IRC § 501(c)(3). The Foundation is expected to be funded solely by Silvio Ingui and Sally J. Ingui and their descendants. Therefore, the Foundation is a private foundation as defined in IRC § 509(a).

Part V, Items 1(a), Compensation

The Trustees anticipate that only trustee Stephen L. Ingui will be compensated. It is anticipated that he will conduct research regarding charities and will advise and provide recommendations to the trustees regarding the selection of IRC § 501(c)(3) charities to receive distributions from the Foundation. He will also be responsible for the day-to-day activities of the Foundation, including taking minutes at trustee meetings, tracking Foundation investments and making recommendations for investments of Foundation assets, and ensuring Foundation tax and other reports are timely filed. The trustees have orally agreed that his annual compensation will, initially, be based on the assets held by the Foundation as follows:

<u>Assets</u>	<u>Annual Compensation</u>
Less than \$1,000,000	None
\$1,000,000 to \$2,000,000	\$12,000
\$2,000,000 to \$3,000,000	\$18,000

\$3,000,000 to \$4,000,000	\$24,000
\$4,000,000 to \$5,000,000	\$30,000
\$6,000,000 to \$7,000,000	\$42,000
Above \$7,000,000	To be determined By the Trustees

The trustees have evaluated and will evaluate from time-to-time the compensation to be paid to Stephen L. Ingui to ensure it is fair and reasonable by comparing his compensation to the compensation paid by other similarly situated charities as set forth in publications such as the GuideStar Nonprofit Compensation Report.

Part V, Item 2a, Relationships between Trustees (Item 2a & 2c)

Silvio Ingui and Sally J. Ingui are married to each other, and Stephen L. Ingui, the highest compensate employee of the Foundation, is the son of Silvio Ingui and Sally J. Ingui.

Part V, Item 3a -- List of all Trustees and Qualifications

Name	Qualifications	Average Hours Worked Per Month	Duties
Silvio Ingui	Member of the Ingui Family and Volunteer	5	Trustee
Sally J. Ingui	Member of the Ingui Family and Volunteer	3	Trustee
Stephen L. Ingui	Member of the Ingui Family and paid employee	15	Trustee

Part V, Item 5 -- Conflict of Interest Policy

The Foundation's Conflict of Interest Policy was adopted as of November 27, 2019, by the Trustees of the Foundation and is enclosed for reference.

Part VI, Item 1b -- Services to Organizations

As described above in Part IV, the Foundation's Trustees will choose the specific IRC § 501(c)(3) organizations to which the Foundation will donate money.

Part VIII, Items 13b-13g -- Grants or Distributions to Organizations

Item 13(b) As provided in Section 1.2 of the Trust Agreement, the Foundation was formed for charitable purposes, and, as provided in Section 3.1 of the Trust Agreement, the Foundation will carry out its charitable purposes by make distribution go to organizations that are qualified under IRC § 501(c)(3).

Item 13(c) The Foundation has no contracts with any organization.

Item 13(d) In 2019, the Foundation donated money to one organization, The American Society for the Prevention of Cruelty to Animals in the amount of \$150. This organization is a charity under IRC § 501(c)(3). In 2020, the Foundation estimates it will make donations to the following IRC § 501(c)(3) charities in the following amounts: American Society for the Prevention of Cruelty to Animals, \$1,800; The Humane Society of the United States, \$1,800; the Spastic Paraplegia Foundation, Inc., \$6,000; St. Jude Children's Research Hospital, Inc., \$2,000; Hope for Haiti, Inc., \$3,000; and other IRC § 501(c)(3) charities to be selected by the trustees of the Foundation, \$5,400. The Foundation has no relationship with any of the foregoing charities.

Item 13(e) The Trustees will record each recipient of a donation and the amount donated at the time the Trustees select and approve the donation.

Item 13(f) The Foundation has no distinct selection process as long as the donation is within the requirements of IRC § 501(c)(3) and to another IRC § 501(c)(3) organization. The Foundation does not require an application form or a grant proposal.

Item 13(g) The Foundation ensures its resources are only used to further its exempt purposes by only donating to IRC § 501(c)(3) organizations.

Part IX Financial Data, Item 5, Corporate Stocks

As of December 31, 2019, the Foundation owned 1,125 shares of Apple, Inc., stock.

Part X, Item 1(b) – private foundation provisions

Section 3.1 of the Trust Agreement contains the provisions required by IRC § 508(e).

Part X, Item 4 – Statement describing proposed operations

See response to Part IV, above.

Power of Attorney and Declaration of Representative

► Go to www.irs.gov/Form2848 for instructions and the latest information.

OMB No. 1545-0150

For IRS Use Only

Received by:

Name _____

Telephone _____

Function _____

Date ____ / ____ / ____

Part I Power of Attorney

Caution: A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address Silvio and Sally J. Ingui Charitable Trust 8400 E. Dixileta Drive, Unit 192 Scottsdale, AZ 85266	Taxpayer identification number(s) 84-3818432	
	Daytime telephone number 973-953-2033	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address Thomas W. Shellander 14500 N. Northsight Blvd, Suite 217 Scottsdale, AZ 85260 Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	CAF No. 4005-32375R PTIN P00044894 Telephone No. 480-998-0999 Fax No. 480-389-2695 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address Check if to be sent copies of notices and communications <input type="checkbox"/>	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address (Note: IRS sends notices and communications to only two representatives.)	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address (Note: IRS sends notices and communications to only two representatives.)	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

3 Acts authorized (you are required to complete this line 3). With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Application for Recognition of Exemption under Section 501(c)(3)	1023	
Return of Private Foundation	990-PF	2019, 2020

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. Specific Use Not Recorded on CAF ☐

5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information): ☐ Access my IRS records via an Intermediate Service Provider; ☐ Authorize disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return; _____

☐ Other acts authorized: _____

- b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.
List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): _____

- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here ☐ **YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.

▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.





Trustee

Title (if applicable)

Silvio Ingui

Print Name

Silvio and Sally J. Ingui Charitable Trust

Print name of taxpayer from line 1 if other than individual

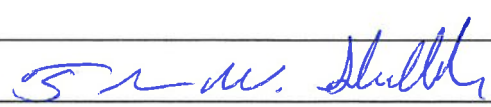
Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
 - k Qualifying Student—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a–r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date
a	AZ	025231		3-6-2020

Date of this notice: 11-27-2019

Employer Identification Number:
84-3818432

Form: SS-4

Number of this notice: CP 575 A

SILVIO AND SALLY J INGUI CHARITABLE
TRUST
% SILVIO INGUI
8400 E DIXILETA DR UNIT 192
SCOTTSDALE, AZ 85266

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-3818432. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2020
Form 940	01/31/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SILV. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records.

CP 575 A (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 11-27-2019
EMPLOYER IDENTIFICATION NUMBER: 84-3818432
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

A barcode consisting of vertical bars of varying heights, used for document tracking or identification.

SILVIO AND SALLY J INGUI CHARITABLE
TRUST
% SILVIO INGUI
8400 E DIXILETA DR UNIT 192
SCOTTSDALE, AZ 85266

Silvio and Sally J. Ingui Charitable Trust

THIS AGREEMENT ("Agreement") is executed and delivered this 27th day of November, 2019, by and between **Silvio Ingui** and **Sally J. Ingui**, husband and wife, as the Settlers and **Silvio Ingui**, **Sally J. Ingui**, and **Stephen L. Ingui** as the "Trustees" or individually a "Trustee."

RECITALS:

WHEREAS, the Settlers desire to give, assign, transfer, quit claim, and convey to the Trustee, its successors and assigns, in trust, certain property that Settlers intend be held, administered, and distributed as provided in this Agreement for Charitable Purposes; and

WHEREAS, by executing this Agreement, the Trustee desires to indicate its consent to administering all assets held as a part of the Trust in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

ARTICLE 1 ESTABLISHMENT OF TRUST; TRUST PURPOSE, TRUSTEE, ETC.

Section 1.1. Establishment of Trust.

The Settlers hereby establish the **Silvio and Sally J. Ingui Charitable Trust** ("Trust"), on the terms set forth in this Agreement.

Section 1.2. Trust Purpose.

The Trust is established exclusively for Charitable Purposes. In this Agreement and in any amendments to it, the term "Charitable Purposes" shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, but only such purposes as also constitute public charitable purposes under the law of trusts of the State of Arizona.

Silvio and Sally J. Ingui Charitable Trust

**BREDEMANN & SHELLANDER PLC
(480) 998-0999**

The Settlers' intentions as to the goals and objectives of the Charitable Organizations they desire to receive distributions from the Trust and examples of Charitable Organizations that are consistent with Settlers intentions are set forth on Addendum A. The Settlers, or upon the death of either of them, the surviving Settlor, may amend Addendum A by a written instrument that is signed by both of them or, if one is deceased, the survivor of them. After the death of both Settlers, Addendum A may be amended by written instrument signed by the Trustees. The Settlers' intentions expressed in Addendum A shall be construed as general guidance to the Trustees; the Trustees may make distributions to Charitable Organizations that are not set forth on Addendum A. Nothing in this paragraph or Addendum A, as it may be amended from time to time, shall be construed as authorizing a distribution from the Trust to any third party that does not qualify as a Charitable Organization.

Section 1.3. Trustee; Manner of Acting.

The Trustees shall be the Settlers, **Silvio Ingui** and **Sally J. Ingui**, and the Settlers' son **Stephen L. Ingui**. The word "Trustee" or "Trustees" as used in this Agreement applies to and includes not only the persons or entity or entities named herein to act in the first instance, but also, unless otherwise specifically provided, any Trustee's successor or additional Trustees, for the time being in office. The act of the majority of the Trustees in office shall be the act of the Trustees, unless the act of a greater number is required by any provision of law or this Agreement; provided however: (i), if there are only two Trustees in office, and one of them is a Settlor and the other is not a Settlor, the act of the Settlor shall be the act of the Trustees; and (ii) if there are only two Trustees in office and one is **Stephen L. Ingui** and the other is not a Settlor, the act of **Stephen L. Ingui** shall be the act of the Trustees. Any action required or permitted under this Agreement or applicable law by the Trustees may be taken by the written consent of the Trustee or Trustees having the power under this Section 1.3 to authorize or take the action.

Section 1.4. Number of Trustees, Trustee Resignation, Appointment of Successor and Additional Trustees; Bond, Etc.

The number of Trustees shall be as determined from time to time by a written instrument signed by the Trustees then in office. Any Trustee under this Agreement may, by written instrument signed and acknowledged, resign his or her office. The Trustees may remove any Trustee and appoint successor Trustees or additional Trustees by written instrument signed by the Trustees. Any succeeding or additional Trustee shall, upon his or her acceptance of the office by written instrument signed him, her, or it, have the same powers, rights and duties, and the same title to the Trust estate jointly with the surviving or remaining Trustee or Trustees as if originally appointed. None of the Trustees shall be required to furnish any bond or surety. No Trustee shall be responsible or liable for the acts or omissions of any other of the Trustees or of any predecessor or of a custodian, agent, depositary or counsel selected with reasonable care. The one or more Trustees, whether original or successor, for the time being in office, shall have full authority to act even though one or more vacancies may exist. A Trustee may, by appropriate written instrument, delegate all or any part of his or her powers to another or others of the Trustees for such periods and subject to such conditions as such delegating Trustee may determine. The Trustees serving under this Agreement are authorized to pay to themselves amounts for reasonable expenses incurred and reasonable compensation for services rendered in the administration of this Trust, but

in no event shall any Trustee who has made a contribution to this Trust ever receive any compensation thereafter.

Section 1.5. Default Successor Trustee.

If there are no Trustees in office and acting as Trustees, then **The Northern Trust Company**, or a person or entity nominated by **The Northern Trust Company** shall be appointed the "Default Successor Trustee." In accordance with Section 3.2, the powers of the Default Successor Trustee appointed under this Section 1.5 shall be limited to doing all acts necessary to terminate and wind-up the Trust. The Default Successor Trustee may be replaced by written instrument signed by the Trustees then in office.

Section 1.6. Trust Name.

The Trust may be referred to as the "**Silvio and Sally J. Ingui Charitable Trust.**"

ARTICLE 2
TRUST PROPERTY AND ADDITIONS

The Trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Agreement; but no gift, bequest, or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the gift, bequest, or devise to any person or organization other than a "Charitable Organization"(defined in Section 3.3) or for other than "Charitable Purposes" within the meaning of such terms as defined in Section 1.2, or as shall in the opinion of the Trustees, jeopardize the federal income tax exemption of the Trust pursuant to section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE 3
ADMINISTRATION OF THE TRUST

Section 3.1. Distributions to or for Charitable Organizations.

The principal and income of all property received and accepted by the Trustees to be administered under this Agreement shall be held in trust by them, and the Trustees may make payments or distributions from income or principal, or both, to or for the use of such Charitable Organizations, within the meaning of that term as defined in Section 3.3, in such amounts and for such Charitable Purposes of the Trust as the Trustees shall from time to time select and determine; and the Trustees may make payments or distributions from income or principal, or both, directly for such Charitable Purposes, within the meaning of that term as defined in Section 1.2, in such amounts as the Trustees shall from time to time select and determine. The Trustees may also make payments or distributions of all or any part of the income or principal to states, territories, or possessions of the United States, any political subdivision of any of the foregoing, or to the United States or the District of Columbia but only for Charitable Purposes within the meaning of that term

as defined in Section 1.2. Income or principal derived from contributions by corporations shall be distributed by the Trustees for use solely within the United States or its possessions. No part of the net earnings of this Trust shall inure or be payable to or for the benefit of any Trustee or individual, except that the Trust may pay reasonable compensation for services rendered and make payments and distributions in furtherance of the Charitable Purposes of this Trust, and no substantial part of the activities of this Trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this Trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office. Any other provisions of this Agreement notwithstanding, the Trustees shall distribute Trust income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code. Any other provisions of this Agreement notwithstanding, the Trustees shall not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code; nor retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code, or the corresponding section of any future federal tax code; nor make any investments in a manner as to incur tax liability under section 4944 of the Internal Revenue Code, or the corresponding section of any future federal tax code; nor make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Section 3.2. Trust Term.

The Trust shall continue until earlier of the following events: (i) the Trustees terminate it and distribute all of the principal and net income, which action may be taken by the Trustees in their discretion at any time; or (ii) upon the Default Successor Trustee assuming office pursuant to Section 1.5. On such Termination, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. The Settlers authorize and empower the Trustees to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Trust Agreement, such corporation to be organized under the laws of any state or under the laws of the United States as may be determined by the Trustees; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this Trust. Upon the creation and organization of such corporation, the Trustees are authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this Trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the Trustees shall determine consistent with the provisions of this Section.

Section 3.3. Definition of Charitable Organization.

In this Agreement and in any amendments to it, references to "Charitable Organizations" or "Charitable Organization" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United

States, organized and operated exclusively for Charitable Purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described in this Section 3.3 shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE 4 AMENDMENT OF TRUST AGREEMENT

This Agreement may be amended at any time or times by written instrument or instruments signed by the Trustees, provided that no amendment shall authorize the Trustees to conduct the affairs of this Trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this Article 4 (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the Trustees' amending power. All instruments amending this Agreement shall be noted upon or kept attached to the executed original of this Agreement held by the Trustees.

ARTICLE 5 TRUSTEES POWERS AND ADMINISTRATIVE PROVISIONS

Section 5.1. General Powers of Trustee.

In extension and not in limitation of the common law and statutory powers of trustees and other powers granted in this Agreement, the Trustees shall have the following discretionary powers:

- (a) Invest of Trust Property. To invest and reinvest the principal and income of the Trust in such property, real, personal, or mixed, and in such manner as they shall deem proper, and from time to time to change investments as they shall deem advisable; to invest in or retain any stocks, shares, bonds, notes, obligations, or personal or real property (including without limitation any interests in or obligations of any corporation, association, business trust, investment trust, common trust fund, or investment company) although some or all of the property so acquired or retained is of a kind or size which but for this express authority would not be considered proper and although all of the Trust funds are invested in the securities of one company. No principal or income, however, shall be loaned, directly or indirectly, to any Trustee or to anyone else, corporate or otherwise, who has at any time made a contribution to this Trust, nor to anyone except on the basis of an adequate interest charge and with adequate security.
- (b) Dispose of Property. To sell, lease, or exchange any personal, mixed, or real property, at public auction or by private contract, for such consideration and on

such terms as to credit or otherwise, and to make such contracts and enter into such undertakings relating to the Trust property, as they consider advisable, whether or not such leases or contracts may extend beyond the duration of the Trust.

- (c) Borrow. To borrow money for such periods, at such rates of interest, and upon such terms as the Trustees consider advisable, and as security for such loans to mortgage or pledge any real or personal property with or without power of sale; to acquire or hold any real or personal property, subject to any mortgage or pledge on or of property acquired or held by this Trust. The Trustees shall specifically have the power to pledge securities held by the Trust as collateral for any loans to the Trust.
- (d) Execute Documents. To execute and deliver deeds, assignments, transfers, mortgages, pledges, leases, covenants, contracts, promissory notes, releases, and other instruments, sealed or unsealed, incident to any transaction in which they engage.
- (e) Vote Securities. To vote, to give proxies, to participate in the reorganization, merger or consolidation of any concern, or in the sale, lease, disposition, or distribution of its assets; to join with other security holders in acting through a committee, depositary, voting trustees, or otherwise, and in this connection to delegate authority to such committee, depositary, or trustees and to deposit securities with them or transfer securities to them; to pay assessments levied on securities or to exercise subscription rights in respect of securities.
- (f) Establish Accounts or Employ Agents. To employ a bank, trust company, or brokerage firm as custodian of any funds or securities and to delegate to it such powers as they deem appropriate; to hold Trust property without indication of fiduciary capacity but only in the name of a registered nominee, provided the Trust property is at all times identified as such on the books of the Trust; to keep any or all of the Trust property or funds in any place or places in the United States of America; to employ clerks, accountants, attorneys, investment counsel, investment agents, and any special services, and to pay the reasonable compensation and expenses of all such services in addition to the compensation of the Trustees.

Section 5.2. Fiduciary Capacity.

The Trustees' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the Charitable Purposes of this Trust and not otherwise.

Section 5.3. Reliance.

Any person may rely on a copy, certified by a notary public, of the executed original of this Agreement held by the Trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a Trustee under this Agreement. No one dealing with the Trustees need

inquire concerning the validity of anything the Trustees purport to do. No one dealing with the Trustees need see to the application of anything paid or transferred to or upon the order of the Trustees of the Trust.

Section 5.4. Perpetuities Savings.

Notwithstanding anything to the contrary herein, if the Trust or interest in it is subject to any law that would have the effect of causing the Trust or such interest to be void *ab initio* or otherwise due to the length of time between the creation of the Trust or interest and its vesting in a beneficiary(ies) or to the duration of the Trust's or such interest's existence, the Trust or such interest shall terminate not later than the latest date the Trust is permitted to exist or remain unvested under such law. Upon such termination, the Trustee shall distribute the undistributed net income and principal of the Trust or interest as provided in Section 3.2.

Section 5.5. Court Order Not Required.

No Trustee shall be required to obtain the order of any court to exercise any power or discretion under this Trust. No Trustee shall be required to file any accounting with any public official.

ARTICLE 6
MISCELLANEOUS PROVISIONS

Section 6.1. Titles and References.

The titles of the various Sections and subsections of this Agreement are for convenience and identification purposes only. The titles shall not be deemed to be part of this Agreement for purposes of ascertaining the intent or meaning of any provision in this Agreement or for any other reason. Unless the context indicates otherwise: (i) any reference in this Agreement to an "Article," "Section," or "subsection" is to an Article, Section, or subsection of this Agreement; (ii) references to the masculine shall be deemed to include the feminine and neuter; and (iii) use of the singular and plural shall be interchangeable.

Section 6.2. Laws of Arizona.

This Agreement is to be governed in all respects by the laws of the State of Arizona.

Section 6.3. Change of Situs.

The Trustee may, if it determines it advantageous in light of the purposes of the Trust, take the necessary steps to transfer the situs of the Trust to another location within the United States.

Section 6.4. Binding Effect.

This Agreement shall be binding on the Settlers and all beneficiaries of this Trust and all such persons' heirs, assigns, and successors.

IN WITNESS WHEREOF, the Settlers and the Trustee have hereunto set their hand and seal on the date first above written.

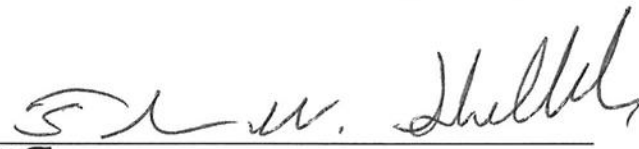
SETTLORS

 (SEAL)
Silvio Ingui, as a Settlor

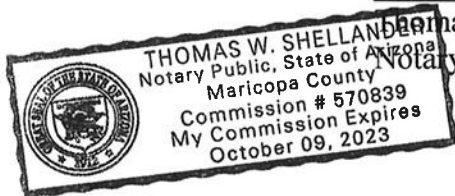
 (SEAL)
Sally J. Ingui, as a Settlor

STATE OF ARIZONA)
) ss.
County of Maricopa)

Personally came before me, this 27th day of November, 2019, the above named **Silvio Ingui** and **Sally J. Ingui** to me known to be the persons who executed the foregoing Agreement as Settlers and acknowledged the same.



Thomas W. Shellander
Notary Public, State of Arizona


 THOMAS W. SHELLANDER
Notary Public, State of Arizona
Maricopa County
Commission # 570839
My Commission Expires
October 09, 2023

Silvio and Sally J. Ingui Charitable Trust

TRUSTEE

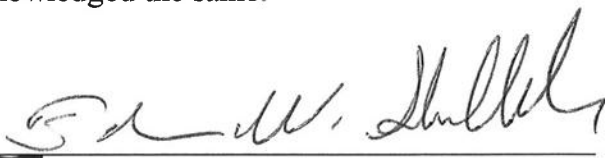

 (SEAL)
Silvio Ingui, as a Trustee

 (SEAL)
Sally J. Ingui, as a Trustee

 (SEAL)
Stephen L. Ingui, as a Trustee

STATE OF ARIZONA)
) ss.
County of Maricopa)

Personally came before me, this 27th day of November, 2019, the above named **Silvio Ingui, Sally J. Ingui and Stephen L. Ingui**, to me known to be the persons who executed the foregoing Agreement as Trustees and acknowledged the same.


 **THOMAS W. SHELLANDER**
Notary Public, State of Arizona
Maricopa County
Commission # 570839
My Commission Expires
October 09, 2023
Thomas W. Shellander
Notary Public, State of Arizona

ADDENDUM A

The Settlers currently intend that distributions from the Trust be directed to Charitable Organizations that provide assistance to children in need or that promote animal welfare. Charitable Organizations that are consistent with the Settlers' desires in this regard are set forth below. The Trustees are not required to make distributions to any of the Charitable Organizations listed below and may make distributions to Charitable Organizations that are not set forth below.

Name: American Society for the Prevention of Cruelty to Animals
EIN: 13-162829
Address: 520 Eighth Avenue, 7th Floor
New York, NY 10018

Name: The Humane Society of the United States
EIN: 53-0225390
Address: 1255 23rd Street, NW, Suite 450
Washington, DC 20037

Name: St. Jude Children's Research Hospital, Inc.
EIN: 62-0646012
Address: 501 St. Jude Place
Memphis, TN 38105

SILVIO AND SALLY J. INGUI CHARITABLE TRUST

CONFLICT OF INTEREST POLICY

Article I

Purpose

The purpose of this conflict of interest policy is to protect the interest of Silvio and Sally J. Ingui Charitable Trust (the "Organization,") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a trustee of the Organization or might result in a possible excess benefit transaction. The policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II

Definitions

1. **Interested Person.** Any trustee who has a direct or indirect financial interest, as defined below, is an interested person.
2. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
 - b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.
3. **Compensation.** Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
4. **Conflict of Interest.** A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the trustees decide that a conflict of interest exists.

Article III

Procedures

1. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the

opportunity to disclose all material facts to the trustees considering the proposed transaction or arrangement.

- 2. Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interests and all material facts, and after any discussion with the interested person, he/she shall leave the trustees meeting while the determination of a conflict of interest is discussed and voted upon, unless he/she is the only trustee then in office. The remaining trustees, if any, shall decide if a conflict of interest exists.

- 3. Procedures for Addressing the Conflict of Interest.**

- a. An interested person may make a presentation at a meeting of the trustees of the Organization, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest, unless he/she is the only trustee then in office.
- b. The trustees shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the trustees shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the trustees shall determine by a majority vote of the disinterested trustees whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, the disinterested trustees shall make its decision as to whether to enter into the transaction or arrangement. This subsection (d) shall not apply if there is only one trustee then in office.

- 4. Violations of the Conflict of Interest Policy**

- a. If the trustees have reasonable cause to believe a trustee has failed to disclose actual or possible conflicts of interest, it shall inform the trustee of the basis for such belief and afford the trustee an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the trustee's response and after making further investigations as warranted by the circumstances, the trustees determine the trustee has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

**Article IV
Record of Proceedings**

The minutes of the trustees shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the trustees' decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**Article V
Compensation**

1. A voting trustee of the Organization who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that trustee's compensation, unless there are no other voting trustees then in office.

APPROVED AND ADOPTED as of the 27th day of November, 2019.

**SILVIO AND SALLY J. INGUI
CHARITABLE TRUST**

By: 
Silvio Ingui, Trustee

By: 
Sally J. Ingui, Trustee

By: 
Stephen L. Ingui, Trustee