

Business Registry Business Name Search

[New Search](#)

Business Entity Data

04-28-2022

12:13

Registry Nbr	Entity Type	Entity Status	Jurisdiction	Registry Date	Next Renewal Date	Renewal Due?
1953901-91	DNP	ACT	OREGON	04-07-2022	04-07-2023	
Entity Name	ZITAVEX FOUNDATION					
Foreign Name						
Non Profit Type	PUBLIC BENEFIT					

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Associated Names

Please click [here](#) for general information about registered agents and service of process.

Type	AGT	REGISTERED AGENT	Start Date	04-07-2022	Resign Date	
Name	CHARLES	RUSSELL	BERG			
Addr 1	537 MAE ST					
Addr 2						
CSZ	MEDFORD	OR	97504	Country	UNITED STATES OF AMERICA	

Type	MAL	MAILING ADDRESS				
Addr 1	537 MAE ST					
Addr 2						
CSZ	MEDFORD	OR	97504	Country	UNITED STATES OF AMERICA	

Type	PRE	PRESIDENT			Resign Date	
Name	CHARLES	RUSSELL	BERG			
Addr 1	537 MAE ST					
Addr 2						
CSZ	MEDFORD	OR	97504	Country	UNITED STATES OF AMERICA	

Type	SEC	SECRETARY			Resign Date	
Name	KENNETH	O	CUYLER			
Addr 1	102 CULVER DR					
Addr 2						
CSZ	GRANTS PASS	OR	97526	Country	UNITED STATES OF AMERICA	

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Name History

Business Entity Name	Name Type	Name Status	Start Date	End Date
ZITAVEX FOUNDATION	EN	CUR	04-07-2022	

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Summary History

Image Available	Action	Transaction Date	Effective Date	Status	Name/Agent Change	Dissolved By
	ARTICLES OF INCORPORATION	04-07-2022		FI	Agent	

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BY-LAWS
OF
ZITAVEX FOUNDATION

- AN IRS 501-C-3, SCIENTIFIC RESEARCH, PUBLIC CHARITY
- AN OREGON NONPROFIT (PUBLIC BENEFIT) CORPORATION

Article 1.

Formation and Membership

Section 1.01 Name. The “Corporation” shall mean: Zitavex Foundation, its successors and assigns.

Section 1.02 Board. The “Board” shall mean the Board of Directors of the Corporation.

Section 1.03 Mission Statement. The corporation’s mission is to (1) raise funds to produce and distribute water-free, honey-based antiseptics, disinfectants and blood control bandages to war-torn regions and remote locations around the world; (2) teach methods to eliminate diseases and parasites in honeybees and increase bee husbandry education for the purpose of improving honey production around the world; and (3) to serve as a scientific research incubator in southern Oregon to attract similar mission minded public charities wanting to co-leverage knowledge, skills and focus.

Section 1.04 Charitable, Educational, and Scientific Purposes and Powers. The purpose of the Corporation, as set forth in the Articles of Incorporation, are exclusively charitable, educational, or religious, within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law (“Section 501(c)(3)”). In furtherance of such purposes, the Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth in the Articles of Incorporation and these Bylaws. The specific purposes of the Corporation are set forth in the above Section 1.03, “Mission Statement”.

Article 2.

Purposes, Objectives and Governing Instruments

Section 2.01 Governing Instruments. The Corporation shall be governed by its Articles of Incorporation and its Bylaws.

Section 2.02 Nondiscrimination Policy. The Corporation will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

Section 2.03 Limitations on Activities. No part of the activities of the Corporation shall

consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Corporation operate a social club or carry on business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

Article 3.

Membership

The Corporation shall have no members.

Article 4.

Directors

Section 4.01 Annual Meeting. A meeting of the Board shall be held annually at such place, on such date and at such time as may be fixed by the Board, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

Section 4.02 Number. The number of Directors constituting the entire Board shall be fixed by the Board, but such number shall not be less than three (3).

Section 4.03 Election and Term of Office. The initial Directors of the Corporation shall be those persons specified in the Certificate of Incorporation of the Corporation. Each Director shall hold office until the next annual meeting of the Board and until such Director's successor has been elected and qualified, or until his or her death, resignation or removal.

Section 4.04 Powers and Duties. Subject to the provisions of law, of the Certificate of Incorporation and of these By-Laws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the Corporation and shall exercise all the powers that may be exercised by the Corporation. Each member thereof individually shall be known as a director.

Section 4.05 Additional Meetings. Regular meetings of the Board may be held at such times as the Board may from time to time determine. Special meetings of the Board may also be called at any time by the President or by a majority of the Directors then in office.

Section 4.06 Notice of Meetings. No notice need be given of any annual or regular meeting of the Board. Notice of a special meeting of the Board shall be given by service upon each Director in person or by mailing the same to him at his or her post office

address as it appears upon the books of the Corporation at least two business days (Saturdays, Sundays and legal holidays not being considered business days for the purpose of these By-Laws) if given in person, or at least four business days, if given by mailing the same, before the date designated for such meeting specifying the place, date and hour of the meeting. Whenever all of the Directors shall have waived notice of any meeting either before or after such meeting, such meeting shall be valid for all purposes. A Director who shall be present at any meeting and who shall not have protested, prior to the meeting or at its commencement, the lack of notice to him, shall be deemed to have waived notice of such meeting. In any case, any acts or proceedings taken at a Directors' meeting not validly called or constituted may be made valid and fully effective by ratification at a subsequent Directors' meeting that is legally and validly called. Except as otherwise provided herein, notice of any Directors' meeting or any waiver thereof need not state the purpose of the meeting, and, at any Directors' meeting duly held as provided in these By-Laws, any business within the legal province and authority of the Board may be transacted.

Section 4.07 Quorum. At any meeting of the Board, a majority of the Directors then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Directors present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

Section 4.08 Voting. At all meetings of the Board, each Director shall have one vote. In the event that there is a tie in any vote, the President shall have an additional vote to be the tie-breaker.

Section 4.09 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 4.10 Removal. Any Director may be removed for cause by vote of the Board provided there is a quorum of not less than a majority present at the meeting at which such action is taken.

Section 4.11 Resignation. Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 4.12 Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any Directors' meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Section 4.13 Committee. The Board, by resolution adopted by a majority of the entire Board, may designate from among the Directors an executive committee and other standing committees, each consisting of three or more Directors, to serve at the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Section 4.14 Participation by Telephone. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 4.15 Qualifications of Directors. Any person of the age of eighteen (18) years old or older with an interest in the work of the corporation shall be eligible for Board membership.

Section 4.16 Directors' Standard of Conduct. A director shall discharge the duties of a director, including the director's duties as a member of a committee, if any, in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonable believes to be in the best interests of the corporation.

Section 4.17 Directors' – Conflict of Interest. A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct or indirect interest. Any conflict of interest transaction shall be subject to the provisions imposed by the Oregon Nonprofit Corporation Code.

Section 4.18 Compensation No director of this corporation shall receive compensation for their services on the Board of Directors excepting pre-authorized de-minimus expense reimbursement meeting the guidelines of an IRS accountable plan. No employee-employer relation exists between the corporation and director. However, nothing prevents a director from also being an employee of the corporation as long as the director is carried on the regular books of the corporation as an at will employee.

Article 5.

Officers

Section 5.01 Election and Qualifications; Term of Office. The Officers of the Corporation shall be a President, a Secretary, a Treasurer, and a Vice-President. The Officers shall be elected by the Board at the annual meeting of the Board and each Officer shall hold office for a term of one year and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed. The same person may hold more than one office, except that the

same person may not be both President and Secretary. The Board may appoint such other Officers as may be deemed desirable, including one or more Vice-Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers. Such Officers shall serve for such period as the Board may designate.

Section 5.02 Vacancies. Any vacancy occurring in any office, whether because of death, resignation or removal, with or without cause, or any other reason, shall be filled by the Board.

Section 5.03 Powers and Duties of the President. The President shall be the Chief Executive Officer of the Corporation. The President shall from time to time make such reports of the affairs and operations of the Corporation as the Board may direct and shall preside at all meetings of the Board. The President shall have such other powers and shall perform such other duties as may from time to time be assigned to the President by the Board.

Section 5.04 Powers and Duties of the Vice-Presidents. Each of the Vice-Presidents, if any, shall have such powers and shall perform such duties as may from time to time be assigned to such Vice President by the Board.

Section 5.05 Powers and Duties of the Secretary. The Secretary shall record and keep the minutes of all meetings of the Board. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minute book of the Corporation and such books and records as the Board may direct. The Secretary shall be the custodian of the seal of the Corporation and shall affix such seal to such contracts, instruments and other documents as the Board or any committee thereof may direct. The Secretary shall have such other powers and shall perform such other duties as may from time to time be assigned to the Secretary by the Board.

Section 5.06 Powers and Duties of the Treasurer. The Treasurer shall be the custodian of all funds and securities of the Corporation. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the Corporation, and the Treasurer shall cause to be entered regularly in the books and records of the Corporation to be kept for such purpose full and accurate accounts of the Corporation's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the principal office of the Corporation during business hours. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board.

Section 5.07 Delegation. In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

Section 5.08 Removal. Any Officer may be removed from office at any time, with or without cause, by a vote of a majority of the Directors then in office at any meeting of the Board.

Section 5.09 Resignation. Any Officer may resign his or her office at any time, such resignation to be made in writing and to take effect immediately without acceptance by the Corporation.

Section 5.10 Donations by officers – vs – expenses of officers. At each officer's discretion is the ability to make donations to the corporation. Any donation must be properly documented. In turn, these donations will be recorded on the donor books of the corporation with year end giving statement provided. This is in lieu of the possibility to receive expense reimbursement meeting IRS accountable plan guidelines. In that the corporation will not have funding for some period of time, officers need to each determine their personal decision concerning donations – vs – expenses to be reimbursed at a future time.

Section 5.11 Loans by officers to corporation. Any loans made to the corporation must be documented and carried in the accounting books of the corporation. Proper note payable and amortization schedules are required. Each loan to the corporation must be Board approved.

Section 5.12 Loans from corporation to officers. The corporation will not loan any funds to officers.

Article 6.

Bank Accounts, Checks, Contracts and Investments

Section 6.01 Bank Accounts, Checks and Notes. The Board is authorized to select the banks or depositories it deems proper for the funds of the Corporation. The Board shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

Section 6.02 Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 6.03 Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

Section 6.04 Unrelated Business Income (Tax). The corporation shall be liable for any tax imposed due to Unrelated Business Income.

Section 6.05 Inurement. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

Article 7.

Indemnification

Section 7.01 Indemnity Under Law. The Corporation shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 7.02 Additional Indemnification.

(a) The Corporation hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Corporation to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Corporation, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the Corporation, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Corporation (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its

equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

(b) The obligation of the Corporation to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the Corporation and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the Corporation or served at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Corporation under this Section 2, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the Corporation of the commencement thereof:

(i) The Corporation will be entitled to participate therein at its own expense; and,

(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Corporation jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Corporation to the Indemnitee of its election so to assume the defense thereof, the Corporation will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the Corporation in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Corporation and the Indemnitee in the conduct of the defense of such action, or (C) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by the Corporation (it being understood, however, that the Corporation shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related

actions in the same jurisdiction arising out of the same general allegations or circumstances). The Corporation shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Corporation or as to which the Indemnatee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the Corporation shall not be liable to indemnify the Indemnatee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Corporation shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Corporation to the Indemnatee pursuant to this Section 2, the Corporation shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnatee in defending such action, suit or proceeding, other than those expenses for which the Indemnatee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Corporation shall make such payments upon receipt of (i) a written request made by the Indemnatee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation hereunder, and (iii) evidence satisfactory to the Corporation as to the amount of such expenses. The Indemnatee's written certification together with a copy of the statement paid or to be paid by the Indemnatee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnatee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnatee may now or hereafter be entitled under the Corporation's Certificate of Incorporation or otherwise under the Corporation's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

Section 7.03 Limitation. No amendment, modification or rescission of this Article VII shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

Article 8.

Dissolution

Upon the dissolution of the corporation, 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. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Article 9.

Amendments

These By-Laws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by the vote of a majority of the Directors then in office.

Article 10.

Construction

In the case of any conflict between the Certificate of Incorporation of the Corporation and these By-Laws, the Certificate of Incorporation of the Corporation shall control.

Adopted effective as of April 7, 2022.

Kenneth O. Cuyler, Secretary

APPROVED:

Charles R. Berg, President

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 <i>Charles Berg - of- Zitavex Foundation 537 Mae St, Medford, OR 97504</i>	Taxpayer identification number(s) <i>88-1649727</i>
Daytime telephone number <i>541-499-5924</i>	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 <i>Kenneth O. CUYLER 102 CUYLER DR. Grants Pass, OR 97526</i>	CAF No. _____ PTIN _____ Telephone No. <i>503-380-2102</i> Fax No. _____
Check if to be sent copies of notices and communications <input checked="" type="checkbox"/>	Check if new: Address <input checked="" type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
Check if to be sent copies of notices and communications <input type="checkbox"/>	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
(Note: IRS sends notices and communications to only two representatives.)	Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____
(Note: IRS sends notices and communications to only two representatives.)	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 line 3). Except for the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts 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. 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)
<i>Income, Employment, Payroll, Excise</i>	<i>941, 602, 1023</i>	<i>All</i>
	<i>1120</i>	

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

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;


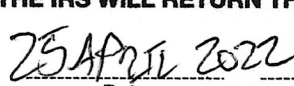
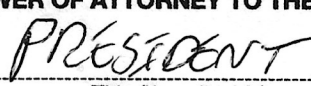

☐ Other acts authorized: _____

- 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 form. 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 Taxpayer declaration and signature.** 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 (or designated individual, if applicable), executor, receiver, administrator, trustee, or individual other than the taxpayer, I certify 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.**

  
Signature Date Title (if applicable)
 _____
Print name Print name of taxpayer from line 1 if other than individual

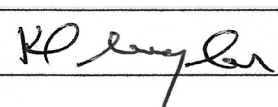
Part II Declaration of Representative

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 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 IRS 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 IRS 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 or Law Graduate—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student, or law graduate working in a 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
D	NA	NA		4-21-2022

Article I Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This 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 director, principal officer, or member of a committee with governing board delegated powers, 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,

- 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.
- d. Compensation includes direct and indirect remuneration as well as gifts or favors that aren't insubstantial. A financial interest isn't 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 appropriate governing board or committee decides 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 directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the

determination of a conflict of interest is discussed and voted upon. The remaining board or committee members 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 the governing board or committee meeting, 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.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee 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 isn't reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflict of Interest Policy

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

Article IV

Records of Proceedings

The minutes of the governing board and all committees with board delegated powers 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 governing board's or committee's 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

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI

Annual Statements

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes, and doesn't engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and don't result in inurement,
- c. impermissible private benefit, or in an excess benefit transaction.

Article VIII

Use of Outside Experts

When conducting the periodic reviews, as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ZITAVEX FOUNDATION:

- AN IRS 501-C-3, SCIENTIFIC RESEARCH, PUBLIC CHARITY
- AN OREGON NONPROFIT (PUBLIC BENEFIT) CORPORATION
- The corporation's activities are as follows:
 - (**ACTIVITY # 1**) raise funds to develop proto-types of water-free, honey-based antiseptics, disinfectants and blood control medical device add-ons available to remote locations around the world;
 - (**ACTIVITY # 2**) teach methods to eliminate diseases and parasites in honeybees and increase bee husbandry education for the purpose of improving honey production around the world; and
 - (**ACTIVITY # 3**) to serve as a scientific research incubator in southern Oregon to attract similar mission minded public charities wanting to co-leverage knowledge, skills and focus.

ACTIVITY # 1	ACTIVITY # 2	ACTIVITY # 3
Patent 10750751 B2	Patent 16888353	
Patent 10201163		
Human and Animal medical advancement.	Parasite Control in agriculture	Incubator for co-research of emerging issues.
(Honey based bioside)		
NTEE Code E70	NTEE Code K26	NTEE Code M41
INPUT: Raw Honey	INPUT: Raw Honey	INPUT: New Ideas
USES:	USES:	USES:
Blood stop (cuts, wounds)	Parasite elimination in bee hives (Varroa Destructor)	Advance scientific research in multiple areas.
Burn care / skin grafts	Insect control	Encourage new ideas.
Organ transplantation	Eliminate harmful practices now standard in the apiary industry.	
Antiseptic	Eliminate toxic chemicals now standard in the apiary industry.	
Black mold elimination		
Disinfectants		
Diabetic wounds		
FUNDING SOURCES:	FUNDING SOURCES:	FUNDING SOURCES:
Donations from public.	Donations from public.	To be determined
Medical group donations.	Agriculture group donations	
EXPENSE ALLOCATION:	EXPENSE ALLOCATION:	EXPENSE ALLOCATION:
45 %	45 %	10 %

- Charles R. Berg, President, and Patent holder. Oversees all scientific research, selects research areas, and is primary moving force in the realm of fund-raising based upon his years of scientific development skills. 40 hours per week minimum.
- Kenneth O. Cuyler, Chief Financial Officer, Corporate Secretary. Oversees all accounting / finance / IT / “back office” functions. He is also a major moving force in the realm of fund-raising based upon his thorough understanding of the scientific principals at work. 40 hours per week minimum.

Reasons for public benefit.

The need for honey as a medical device is critical to the health of humanity. The need for unadulterated, natural, non-gmo honey as food is likewise critical to humanity.

All three of the scientific research activities will benefit the public based upon the following:

Patents # 10750751 B2 / 10201163, which are now in the public domain will be the focal point of all **ACTIVITY # 1** research. Zitavex will develop relationships with local governmental units to advance job opportunities. The research of **ACTIVITY #1** will provide benefit to the public upon gaining United States Food and Drug Administration (USFDA) approval of an add-on to existing medical devices and or new procedures / cure techniques.¹ The outputs of **ACTIVITY #1** are in line with scientific research carried on for the purpose of discovering a cure for a disease.

Zitavex will be publishing the findings of all three **ACTIVITIES** in trade journals, medical journals, as well as news releases for the local news media.

Zitavex will be partnering with local governmental agencies / departments for the purpose of attracting new industries into the local community. In that the Zitavex scientific research facility will itself be a new entity in the community, Zitavex itself will be a job creator. Further, additional jobs will be forthcoming as news of the scientific research is made public² from all three **ACTIVITIES**.

Zitavex will retain single and only ownership, control, utilization, etc. of US Patent # 16888353 (**ACTIVITY # 2**). At the conclusion of scientific research, Zitavex will make the end product available for free to all end users, which goes against the traditional profit model.³ Zitavex will seek donations from multiple sources in the public and private sector. However, as stated elsewhere, Zitavex will retain full control and authority of US Patent # 16888353.⁴

¹ Section 1.501(c)(3)-1(d)(5)(iii), states that scientific research will be regarded as carried on in the public interest if "(a) The results of the research (including any patents, copyrights, processes, or formulae resulting from such research) are made available to the public on a nondiscriminatory basis;

"(b) The research is performed for the United States, or any of its agencies or instrumentalities, or for a State or political subdivision thereof; or

"(c) The research is directed toward benefiting the public."

² Section 1.501(c)(3)-1(d)(5)(iii)(c)(2,3, and 4)

³ Section 1.501(c)(3)-1(d)(5)(iii)(c)(4 – second sentence) and 1.501(c)(3)-1(d)(5)(iv)(b)

Zitavex seeks 501(c)(3) status to allow for Section 170(c)(2)(B) donations.⁵ It will be these donations alone on which Zitavex will rely for scientific research for the public benefit.

1. An explanation of the nature of the research.

Zitavex will be undertaking three activities of scientific research as presented above.

Zitavex believes that ‘science’ can be defined as the processes by which knowledge is systematized or classified through the use of observation, experimentation and reasoning. All scientific observation, experimentation and reasoning will be documented and made publicly available.

To achieve these ends, the following general statements apply.

Zitavex will:

- A. Perform scientific research directed at fulfilling requirements of the USFDA for human use, **ACTIVITY # 1**;
- B. Perform scientific research directed at eliminating the parasite (Varroa Destructor), which is culprit for the destruction of honey bee hives **ACTIVITY # 2**;
- C. Utilize the professional skills of the founder, Mr. Charles Berg (and patent holder) to oversee multiple research projects. In **ACTIVITY # 1** the focus will be the advancement to USFDA. In **ACTIVITY # 2** the focus will be to assist in “saving the bees” to thereby guarantee continued food source. Review of Mr. Berg’s attached resume will present his professional achievements in the scientific research realm. The scientific research projects Mr. Berg creates will be sophisticated, and the design and supervision of the projects will be Mr. Berg’s through the research for the demonstrable truths;
- D. Conduct scientific research activities leading up to the development of proto-types and models. The scientific research activities are not the kind of unsophisticated activities considered to be ordinary design or construction or purity/quality control testing;
- E. Be solely responsible for all inputs, and outputs;
- F. Pose many intellectual questions as the scientific research progresses;

⁴ Rev. Rul. 76-296 leaves little room for doubt that a commercial sponsor of scientific research may retain all rights associated with that research without destroying the exempt quality of the research so long as the publication requirement is met.

⁵ <https://www.fourmilab.ch/uscode/26usc/www/t26-A-1-B-VI-170.html>

Zitavex will not:

- A. Conduct consumer or market research, social sciences research, or ordinary testing of the type which is carried on incident to commercial operations;
- B. Engage in the clinical testing of drugs for commercial pharmaceutical companies;
- C. Process samples from other entities;
- D. Have indicia of ordinary testing;
- E. Utilize any currently defined standard procedure;
- F. Use oxavacicio which is a dangerous and potent chemical now used to control bee parasites.

2. A brief description of research projects completed or presently being engaged in.

See following attachments:

Attachment # 7.2 Save the bees.

3. How and by whom research projects are determined and selected.

The decision of what scientific projects to undertake, their timing, and all aspects of the scientific research remain at the sole discretion of Zitavex.

The catalyst of all decisions is how to most efficiently, and in the least amount of time, conclude scientific research sufficient to present to regulatory agencies (**ACTIVITY # 1**); to educate existing Apiary industry organizations of the viability of **ACTIVITY # 2**; and become established as a Southern Oregon incubator of scientific research for like minded inventors who understand the power of co-sponsorship of emerging issues from the spirit (**ACTIVITY # 3**).

4. Whether you have contracted or sponsored research, or contemplated doing so, and, if so, names of past sponsors or grantors, terms of grants or contracts, together with copies of any executed contracts or grants.

See following attachments:

Attachment 4.1	Covid 19 grant.
Attachment 4.2	Annual American Beekeepers Federation (ABF) document.

5. Disposition made or to be made of the results of your research, including whether preference has been or will be given to any organization or individual either as to results or time of release.

Zitavex will be publishing the findings of the scientific research in trade journals, medical journals, as well as news releases for the local news media. The scientific research to be undertaken will consist of 3 **ACTIVITIES**, as earlier presented.

Zitavex is now in discussion with Alicia Ann Ruck Burn Foundation to advance the use of Zitavex products in the treatment and therapy of serious burn care. <https://www.aarbf.org/>

6. Who will retain ownership or control of any patents, copyrights, processes, or formulas resulting from your research.

- A. Please see above RESONS FOR PUBLIC BENEFIT sections for discussion of patents.
- B. On **ACTIVITY # 2** Zitavex will not seek a profit. Instead, once all scientific research is concluded, the resulting outputs will be made available for free to the Apiary industry (travel expenses will be only charge.) Because there is no discernable cash generating profit motive involved, the expectation is that this will only be a very specialized and small distribution niche. The need for exclusive license exists based upon the potential market being extremely small when considering no manufacturing firm is going to spend “tool-up” dollars to market something which they cannot receive revenue flow from.

Patents now assigned:

10750751 B2	(Honey based Biocidal composition)
16888353	(Honeybee hygienic responst)
14798229	
10201163	
14798229	
16520914	
62102929	
10201163	

7. A copy of publications or other media showing reports of your research activities. Only reports of your research activities or those conducted on your behalf, as distinguished from those of your creators or members conducted in their individual capacities, should be submitted.

See following attachments:

Attachment # 7.1	Microchem
Attachment # 7.2	Save the bees.

8. Other

Attachment # 8.1	Resume for Mr. Berg
Attachment # 8.2	New Zealand