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Return of Private Foundation or Section 4947(a)(1) Nonexempt Charitable Trust Treated as a Private Foundation

2009

Department of the Treasury
Internal Revenue Service

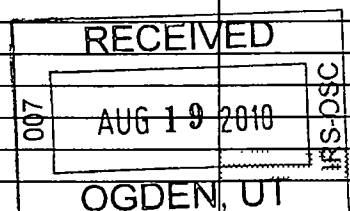
Note. The foundation may be able to use a copy of this return to satisfy state reporting requirements.

For calendar year 2009, or tax year beginning , and ending

G Check all that apply: ☐ Initial return ☐ Initial return of a former public charity ☐ Final return
☐ Amended return ☐ Address change ☐ Name change

Use the IRS label. Otherwise, print or type. See Specific Instructions.	Name of foundation ALMI FOUNDATION INC.		A Employer identification number 68-0203129
	Number and street (or P.O. box number if mail is not delivered to street address) Room/suite 601 UNION STREET, SUITE 3300		B Telephone number (206) 357-3039
	City or town, state, and ZIP code SEATTLE, WA 98101		C If exemption application is pending, check here <input type="checkbox"/>
			D 1. Foreign organizations, check here <input type="checkbox"/> 2. Foreign organizations meeting the 85% test, check here and attach computation <input type="checkbox"/>
H Check type of organization. <input checked="" type="checkbox"/> Section 501(c)(3) exempt private foundation <input type="checkbox"/> Section 4947(a)(1) nonexempt charitable trust <input type="checkbox"/> Other taxable private foundation			E If private foundation status was terminated under section 507(b)(1)(A), check here <input type="checkbox"/>
I Fair market value of all assets at end of year (from Part II, col. (c), line 16) \$ 19,983,165. (Part I, column (d) must be on cash basis.)		J Accounting method: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> Accrual <input type="checkbox"/> Other (specify) _____	F If the foundation is in a 60-month termination under section 507(b)(1)(B), check here <input type="checkbox"/>

Part I Analysis of Revenue and Expenses (The total of amounts in columns (b), (c), and (d) may not necessarily equal the amounts in column (a))		(a) Revenue and expenses per books	(b) Net investment income	(c) Adjusted net income	(d) Disbursements for charitable purposes (cash basis only)
1 Contributions, gifts, grants, etc., received				N/A	
2 Check <input checked="" type="checkbox"/> If the foundation is not required to attach Sch B					
3 Interest on savings and temporary cash investments		33,899.	33,899.		STATEMENT 1
4 Dividends and interest from securities		177,273.	177,273.		STATEMENT 2
5a Gross rents					
b Net rental income or (loss)					
6a Net gain or (loss) from sale of assets not on line 10		574,840.			
b Gross sales price for all assets on line 6a		40,513,841.			
7 Capital gain net income (from Part IV, line 2)			574,840.		
8 Net short-term capital gain					
9 Income modifications					
10a Gross sales less returns and allowances					
b Less Cost of goods sold					
c Gross profit or (loss)		95,442.	0.		STATEMENT 3
11 Other income		881,454.	786,012.		
12 Total. Add lines 1 through 11		0.	0.		0.
13 Compensation of officers, directors, trustees, etc					
14 Other employee salaries and wages					
15 Pension plans, employee benefits					
16a Legal fees STMT 4		1,511.	0.		0.
b Accounting fees STMT 5		9,908.	3,450.		0.
c Other professional fees					
17 Interest		1.	1.		0.
18 Taxes STMT 6		94,397.	397.		0.
19 Depreciation and depletion					
20 Occupancy					
21 Travel, conferences, and meetings					
22 Printing and publications					
23 Other expenses STMT 7		5,856.	5,459.		0.
24 Total operating and administrative expenses. Add lines 13 through 23		111,673.	9,307.		0.
25 Contributions, gifts, grants paid		1,148,631.			1,148,631.
26 Total expenses and disbursements. Add lines 24 and 25		1,260,304.	9,307.		1,148,631.
27 Subtract line 26 from line 12		<378,850.>			
a Excess of revenue over expenses and disbursements			776,705.		
b Net investment income (if negative, enter -0-)					
c Adjusted net income (if negative, enter -0-)				N/A	



Part II Balance Sheets

Attached schedules and amounts in the description column should be for end-of-year amounts only

		Beginning of year	End of year	
		(a) Book Value	(b) Book Value	(c) Fair Market Value
Assets	1 Cash - non-interest-bearing	3,696.	347.	347.
	2 Savings and temporary cash investments	12,543,073.	13,382,193.	13,382,193.
	3 Accounts receivable ▶			
	Less: allowance for doubtful accounts ▶			
	4 Pledges receivable ▶			
	Less: allowance for doubtful accounts ▶			
	5 Grants receivable			
	6 Receivables due from officers, directors, trustees, and other disqualified persons			
	7 Other notes and loans receivable ▶			
	Less: allowance for doubtful accounts ▶			
	8 Inventories for sale or use			
	9 Prepaid expenses and deferred charges			
	10a Investments - U.S. and state government obligations STMT 8	1,604,679.	1,301,421.	319,623.
	b Investments - corporate stock STMT 9	4,442,506.	3,545,893.	6,123,952.
	c Investments - corporate bonds			
Liabilities	11 Investments - land, buildings, and equipment basis ▶			
	Less: accumulated depreciation ▶			
	12 Investments - mortgage loans			
	13 Investments - other STMT 10	118,311.	107,612.	157,050.
	14 Land, buildings, and equipment: basis ▶			
	Less: accumulated depreciation ▶			
	15 Other assets (describe ▶)			
	16 Total assets (to be completed by all filers)	18,712,265.	18,337,466.	19,983,165.
	17 Accounts payable and accrued expenses			
	18 Grants payable			
Net Assets or Fund Balances	19 Deferred revenue		14,342.	
	20 Loans from officers, directors, trustees, and other disqualified persons			
	21 Mortgages and other notes payable			
	22 Other liabilities (describe ▶ STATEMENT 11)	23,142.	12,851.	
	23 Total liabilities (add lines 17 through 22)	23,142.	27,193.	
Net Assets or Fund Balances	Foundations that follow SFAS 117, check here and complete lines 24 through 26 and lines 30 and 31. ▶ <input type="checkbox"/>			
	24 Unrestricted			
	25 Temporarily restricted			
	26 Permanently restricted			
	Foundations that do not follow SFAS 117, check here and complete lines 27 through 31. ▶ <input checked="" type="checkbox"/>			
	27 Capital stock, trust principal, or current funds	119,803.	119,803.	
	28 Paid-in or capital surplus, or land, bldg, and equipment fund	0.	0.	
	29 Retained earnings, accumulated income, endowment, or other funds	18,569,320.	18,190,470.	
30 Total net assets or fund balances	18,689,123.	18,310,273.		
31 Total liabilities and net assets/fund balances	18,712,265.	18,337,466.		

Part III Analysis of Changes in Net Assets or Fund Balances

1 Total net assets or fund balances at beginning of year - Part II, column (a), line 30 (must agree with end-of-year figure reported on prior year's return)	1	18,689,123.
2 Enter amount from Part I, line 27a	2	<378,850.>
3 Other increases not included in line 2 (itemize) ▶	3	0.
4 Add lines 1, 2, and 3	4	18,310,273.
5 Decreases not included in line 2 (itemize) ▶	5	0.
6 Total net assets or fund balances at end of year (line 4 minus line 5) - Part II, column (b), line 30	6	18,310,273.

Part IV Capital Gains and Losses for Tax on Investment Income

(a) List and describe the kind(s) of property sold (e.g., real estate, 2-story brick warehouse, or common stock, 200 shs MLC Co.)	(b) How acquired P - Purchase D - Donation	(c) Date acquired (mo., day, yr.)	(d) Date sold (mo., day, yr.)
1a ATLANTIC TRUST	P	VARIOUS	VARIOUS
b ATLANTIC TRUST	P	VARIOUS	VARIOUS
c UNITED STATES TREAS BILL DUE 1/22/09	P	12/23/08	01/22/09
d 3,000 SHS GENETECH INC	P	10/22/08	04/24/09
e			

(e) Gross sales price	(f) Depreciation allowed (or allowable)	(g) Cost or other basis plus expense of sale	(h) Gain or (loss) (e) plus (f) minus (g)
a 38,228,897.		38,141,170.	87,727.
b 949,944.		500,652.	449,292.
c 1,050,000.		1,050,005.	<5.>
d 285,000.		247,174.	37,826.
e			

Complete only for assets showing gain in column (h) and owned by the foundation on 12/31/69			(i) Gains (Col. (h) gain minus col. (k), but not less than -0-) or Losses (from col. (h))
(j) FMV as of 12/31/69	(k) Adjusted basis as of 12/31/69	(l) Excess of col. (j) over col. (k), if any	
a			87,727.
b			449,292.
c			<5.>
d			37,826.
e			

2 Capital gain net income or (net capital loss)	{ If gain, also enter in Part I, line 7 If (loss), enter -0- in Part I, line 7	2	574,840.
3 Net short-term capital gain or (loss) as defined in sections 1222(5) and (6). If gain, also enter in Part I, line 8, column (c) If (loss), enter -0- in Part I, line 8		3	N/A

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

(For optional use by domestic private foundations subject to the section 4940(a) tax on net investment income.)

If section 4940(d)(2) applies, leave this part blank.

Was the foundation liable for the section 4942 tax on the distributable amount of any year in the base period?

☐ Yes ☒ No

If "Yes," the foundation does not qualify under section 4940(e). Do not complete this part.

1 Enter the appropriate amount in each column for each year, see instructions before making any entries.

(a) Base period years Calendar year (or tax year beginning in)	(b) Adjusted qualifying distributions	(c) Net value of noncharitable-use assets	(d) Distribution ratio (col. (b) divided by col. (c))
2008	3,221,659.	22,928,116.	.140511
2007	2,215,093.	23,509,013.	.094223
2006	480,000.	17,395,682.	.027593
2005	586,173.	21,742,920.	.026959
2004	1,460,440.	20,594,960.	.070912

2 Total of line 1, column (d)	2	.360198
3 Average distribution ratio for the 5-year base period - divide the total on line 2 by 5, or by the number of years the foundation has been in existence if less than 5 years	3	.072040
4 Enter the net value of noncharitable-use assets for 2009 from Part X, line 5	4	19,243,363.
5 Multiply line 4 by line 3	5	1,386,292.
6 Enter 1% of net investment income (1% of Part I, line 27b)	6	7,767.
7 Add lines 5 and 6	7	1,394,059.
8 Enter qualifying distributions from Part XII, line 4 If line 8 is equal to or greater than line 7, check the box in Part VI, line 1b, and complete that part using a 1% tax rate See the Part VI instructions	8	1,148,631.

Part VI Excise Tax Based on Investment Income (Section 4940(a), 4940(b), 4940(e), or 4948 - see instructions)

1a Exempt operating foundations described in section 4940(d)(2), check here <input type="checkbox"/> and enter "N/A" on line 1 Date of ruling or determination letter: _____ (attach copy of letter if necessary-see instructions)		1	15,534.
b Domestic foundations that meet the section 4940(e) requirements in Part V, check here <input type="checkbox"/> and enter 1% of Part I, line 27b		2	0.
c All other domestic foundations enter 2% of line 27b. Exempt foreign organizations enter 4% of Part I, line 12, col (b)		3	15,534.
2 Tax under section 511 (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)		4	0.
3 Add lines 1 and 2		5	15,534.
4 Subtitle A (income) tax (domestic section 4947(a)(1) trusts and taxable foundations only. Others enter -0-)		6a	23,339.
5 Tax based on investment income. Subtract line 4 from line 3. If zero or less, enter -0-		6b	
6 Credits/Payments		6c	
a 2009 estimated tax payments and 2008 overpayment credited to 2009		6d	
b Exempt foreign organizations - tax withheld at source		7	23,339.
c Tax paid with application for extension of time to file (Form 8868)		8	
d Backup withholding erroneously withheld		9	
7 Total credits and payments. Add lines 6a through 6d		10	7,805.
8 Enter any penalty for underpayment of estimated tax. Check here <input type="checkbox"/> if Form 2220 is attached		11	0.
9 Tax due. If the total of lines 5 and 8 is more than line 7, enter amount owed			
10 Overpayment. If line 7 is more than the total of lines 5 and 8, enter the amount overpaid			
11 Enter the amount of line 10 to be credited to 2010 estimated tax			

Part VII-A Statements Regarding Activities

	Yes	No
1a During the tax year, did the foundation attempt to influence any national, state, or local legislation or did it participate or intervene in any political campaign?		X
1b Did it spend more than \$100 during the year (either directly or indirectly) for political purposes (see instructions for definition)? If the answer is "Yes" to 1a or 1b, attach a detailed description of the activities and copies of any materials published or distributed by the foundation in connection with the activities.		X
1c Did the foundation file Form 1120-POL for this year?		X
2 Enter the amount (if any) of tax on political expenditures (section 4955) imposed during the year: (1) On the foundation \$ 0. (2) On foundation managers \$ 0.		
3 Enter the reimbursement (if any) paid by the foundation during the year for political expenditure tax imposed on foundation managers \$ 0.		
2 Has the foundation engaged in any activities that have not previously been reported to the IRS? If "Yes," attach a detailed description of the activities.		X
3 Has the foundation made any changes, not previously reported to the IRS, in its governing instrument, articles of incorporation, or bylaws, or other similar instruments? If "Yes," attach a conformed copy of the changes		X
4a Did the foundation have unrelated business gross income of \$1,000 or more during the year?		X
4b If "Yes," has it filed a tax return on Form 990-T for this year?		X
5 Was there a liquidation, termination, dissolution, or substantial contraction during the year? If "Yes," attach the statement required by General Instruction T.		X
6 Are the requirements of section 508(e) (relating to sections 4941 through 4945) satisfied either: • By language in the governing instrument, or • By state legislation that effectively amends the governing instrument so that no mandatory directions that conflict with the state law remain in the governing instrument?	X	
7 Did the foundation have at least \$5,000 in assets at any time during the year? If "Yes," complete Part II, col. (c), and Part XV.	X	
8a Enter the states to which the foundation reports or with which it is registered (see instructions) WA, DE		
8b If the answer is "Yes" to line 7, has the foundation furnished a copy of Form 990-PF to the Attorney General (or designate) of each state as required by General Instruction G? If "No," attach explanation SEE STATEMENT 12		X
9 Is the foundation claiming status as a private operating foundation within the meaning of section 4942(j)(3) or 4942(j)(5) for calendar year 2009 or the taxable year beginning in 2009 (see instructions for Part XIV)? If "Yes," complete Part XIV		X
10 Did any persons become substantial contributors during the tax year? If "Yes," attach a schedule listing their names and addresses		X

Part VII-A Statements Regarding Activities (continued)

11	At any time during the year, did the foundation, directly or indirectly, own a controlled entity within the meaning of section 512(b)(13)? If "Yes," attach schedule (see instructions)	11		X
12	Did the foundation acquire a direct or indirect interest in any applicable insurance contract before August 17, 2008?	12		X
13	Did the foundation comply with the public inspection requirements for its annual returns and exemption application? Website address ► N/A	13	X	
14	The books are in care of ► YOLANDE L JURZYKOWSKI Telephone no ► (206) 357-3039 Located at ► 601 UNION STREET, SUITE 3300, SEATTLE, WA ZIP+4 ► 98101			
15	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-PF in lieu of Form 1041 - Check here and enter the amount of tax-exempt interest received or accrued during the year ► 15 N/A			

Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required

File Form 4720 if any item is checked in the "Yes" column, unless an exception applies.

	Yes	No
1a During the year did the foundation (either directly or indirectly):		
(1) Engage in the sale or exchange, or leasing of property with a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(2) Borrow money from, lend money to, or otherwise extend credit to (or accept it from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(3) Furnish goods, services, or facilities to (or accept them from) a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(4) Pay compensation to, or pay or reimburse the expenses of, a disqualified person? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(5) Transfer any income or assets to a disqualified person (or make any of either available for the benefit or use of a disqualified person)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
(6) Agree to pay money or property to a government official? (Exception. Check "No" if the foundation agreed to make a grant to or to employ the official for a period after termination of government service, if terminating within 90 days) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If any answer is "Yes" to 1a(1)-(6), did any of the acts fail to qualify under the exceptions described in Regulations section 53.4941(d)-3 or in a current notice regarding disaster assistance (see page 20 of the instructions)? Organizations relying on a current notice regarding disaster assistance check here N/A <input type="checkbox"/>	1b	
c Did the foundation engage in a prior year in any of the acts described in 1a, other than excepted acts, that were not corrected before the first day of the tax year beginning in 2009?	1c	X
2 Taxes on failure to distribute income (section 4942) (does not apply for years the foundation was a private operating foundation defined in section 4942(j)(3) or 4942(j)(5)):		
a At the end of tax year 2009, did the foundation have any undistributed income (lines 6d and 6e, Part XIII) for tax year(s) beginning before 2009? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," list the years ►		
b Are there any years listed in 2a for which the foundation is not applying the provisions of section 4942(a)(2) (relating to incorrect valuation of assets) to the year's undistributed income? (If applying section 4942(a)(2) to all years listed, answer "No" and attach statement - see instructions) N/A	2b	
c If the provisions of section 4942(a)(2) are being applied to any of the years listed in 2a, list the years here. ►		
3a Did the foundation hold more than a 2% direct or indirect interest in any business enterprise at any time during the year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
b If "Yes," did it have excess business holdings in 2009 as a result of (1) any purchase by the foundation or disqualified persons after May 26, 1969, (2) the lapse of the 5-year period (or longer period approved by the Commissioner under section 4943(c)(7)) to dispose of holdings acquired by gift or bequest, or (3) the lapse of the 10-, 15-, or 20-year first phase holding period? (Use Schedule C, Form 4720, to determine if the foundation had excess business holdings in 2009.) N/A	3b	
4a Did the foundation invest during the year any amount in a manner that would jeopardize its charitable purposes?	4a	X
b Did the foundation make any investment in a prior year (but after December 31, 1969) that could jeopardize its charitable purpose that had not been removed from jeopardy before the first day of the tax year beginning in 2009?	4b	X

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Part VII-B Statements Regarding Activities for Which Form 4720 May Be Required (continued)**5a** During the year did the foundation pay or incur any amount to

(1) Carry on propaganda, or otherwise attempt to influence legislation (section 4945(e))?

☐ Yes ☒ No

(2) Influence the outcome of any specific public election (see section 4955), or to carry on, directly or indirectly, any voter registration drive?

☐ Yes ☒ No

(3) Provide a grant to an individual for travel, study, or other similar purposes?

☐ Yes ☒ No

(4) Provide a grant to an organization other than a charitable, etc., organization described in section 509(a)(1), (2), or (3), or section 4940(d)(2)?

☐ Yes ☒ No

(5) Provide for any purpose other than religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals?

☐ Yes ☒ No**b** If any answer is "Yes" to 5a(1)-(5), did any of the transactions fail to qualify under the exceptions described in Regulations section 53.4945 or in a current notice regarding disaster assistance (see instructions)?☐ Yes ☒ No**5b****X**

Organizations relying on a current notice regarding disaster assistance check here

c If the answer is "Yes" to question 5a(4), does the foundation claim exemption from the tax because it maintained expenditure responsibility for the grant?☐ Yes ☐ No

If "Yes," attach the statement required by Regulations section 53.4945-5(d).

6a Did the foundation, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?☐ Yes ☒ No**6b****X****b** Did the foundation, during the year, pay premiums, directly or indirectly, on a personal benefit contract?

If "Yes" to 6b, file Form 8870.

7a At any time during the tax year, was the foundation a party to a prohibited tax shelter transaction?☐ Yes ☒ No**b** If yes, did the foundation receive any proceeds or have any net income attributable to the transaction?☐ Yes ☒ No
N/A**7b****Part VIII** Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors**1** List all officers, directors, trustees, foundation managers and their compensation.

(a) Name and address	(b) Title, and average hours per week devoted to position	(c) Compensation (If not paid, enter -0-)	(d) Contributions to employee benefit plans and deferred compensation	(e) Expense account, other allowances
YOLANDE L JURZYKOWSKI PO BOX 2995 FRIDAY HARBOR, WA 98250	PRESIDENT VARIES	0.	0.	0.
ROBYN DOECKE PO BOX 1191 FRIDAY HARBOR, WA 98250	SECRETARY VARIES	0.	0.	0.

2 Compensation of five highest-paid employees (other than those included on line 1). If none, enter "NONE."

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

Total number of other employees paid over \$50,000☐ 0

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Part VIII Information About Officers, Directors, Trustees, Foundation Managers, Highly Paid Employees, and Contractors (continued)**3** Five highest-paid independent contractors for professional services. If none, enter "NONE."

(a) Name and address of each person paid more than \$50,000	(b) Type of service	(c) Compensation
NONE		

Total number of others receiving over \$50,000 for professional services

0

Part IX-A Summary of Direct Charitable Activities

List the foundation's four largest direct charitable activities during the tax year. Include relevant statistical information such as the number of organizations and other beneficiaries served, conferences convened, research papers produced, etc.

	Expenses
1 N/A	
2	
3	
4	

Part IX-B Summary of Program-Related Investments

Describe the two largest program-related investments made by the foundation during the tax year on lines 1 and 2

	Amount
1 N/A	
2	
All other program-related investments See instructions	
3	
Total. Add lines 1 through 3	0.

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Part X Minimum Investment Return (All domestic foundations must complete this part. Foreign foundations, see instructions.)

1	Fair market value of assets not used (or held for use) directly in carrying out charitable, etc., purposes:		
a	Average monthly fair market value of securities	1a	6,444,099.
b	Average of monthly cash balances	1b	13,092,310.
c	Fair market value of all other assets	1c	
d	Total (add lines 1a, b, and c)	1d	19,536,409.
e	Reduction claimed for blockage or other factors reported on lines 1a and 1c (attach detailed explanation)	1e	0.
2	Acquisition indebtedness applicable to line 1 assets	2	0.
3	Subtract line 2 from line 1d	3	19,536,409.
4	Cash deemed held for charitable activities. Enter 1 1/2% of line 3 (for greater amount, see instructions)	4	293,046.
5	Net value of noncharitable-use assets. Subtract line 4 from line 3. Enter here and on Part V, line 4	5	19,243,363.
6	Minimum investment return. Enter 5% of line 5	6	962,168.

Part XI Distributable Amount (see instructions) (Section 4942(j)(3) and (j)(5) private operating foundations and certain foreign organizations check here ☐ and do not complete this part.)

1	Minimum investment return from Part X, line 6	1	962,168.
2a	Tax on investment income for 2009 from Part VI, line 5	2a	15,534.
b	Income tax for 2009. (This does not include the tax from Part VI.)	2b	
c	Add lines 2a and 2b	2c	15,534.
3	Distributable amount before adjustments. Subtract line 2c from line 1	3	946,634.
4	Recoveries of amounts treated as qualifying distributions	4	0.
5	Add lines 3 and 4	5	946,634.
6	Deduction from distributable amount (see instructions)	6	0.
7	Distributable amount as adjusted. Subtract line 6 from line 5. Enter here and on Part XIII, line 1	7	946,634.

Part XII Qualifying Distributions (see instructions)

1	Amounts paid (including administrative expenses) to accomplish charitable, etc., purposes:		
a	Expenses, contributions, gifts, etc. - total from Part I, column (d), line 26	1a	1,148,631.
b	Program-related investments - total from Part IX-B	1b	0.
2	Amounts paid to acquire assets used (or held for use) directly in carrying out charitable, etc., purposes	2	
3	Amounts set aside for specific charitable projects that satisfy the:		
a	Suitability test (prior IRS approval required)	3a	
b	Cash distribution test (attach the required schedule)	3b	
4	Qualifying distributions. Add lines 1a through 3b. Enter here and on Part V, line 8, and Part XIII, line 4	4	1,148,631.
5	Foundations that qualify under section 4940(e) for the reduced rate of tax on net investment income. Enter 1% of Part I, line 27b	5	0.
6	Adjusted qualifying distributions. Subtract line 5 from line 4	6	1,148,631.

Note. The amount on line 6 will be used in Part V, column (b), in subsequent years when calculating whether the foundation qualifies for the section 4940(e) reduction of tax in those years.

Part XIII Undistributed Income (see instructions)

	(a) Corpus	(b) Years prior to 2008	(c) 2008	(d) 2009
1 Distributable amount for 2009 from Part XI, line 7				946,634.
2 Undistributed Income, if any, as of the end of 2009				
a Enter amount for 2008 only			0.	
b Total for prior years		0.		
3 Excess distributions carryover, if any, to 2009				
a From 2004	101,858.			
b From 2005				
c From 2006				
d From 2007	1,084,198.			
e From 2008	2,261,135.			
f Total of lines 3a through e	3,447,191.			
4 Qualifying distributions for 2009 from Part XII, line 4 ▶ \$	1,148,631.			
a Applied to 2008, but not more than line 2a			0.	
b Applied to undistributed income of prior years (Election required - see instructions)		0.		
c Treated as distributions out of corpus (Election required - see instructions)	0.			
d Applied to 2009 distributable amount				946,634.
e Remaining amount distributed out of corpus	201,997.			
5 Excess distributions carryover applied to 2009 (If an amount appears in column (d), the same amount must be shown in column (a).)	0.			0.
6 Enter the net total of each column as indicated below:	3,649,188.			
a Corpus Add lines 3f, 4c, and 4e Subtract line 5				
b Prior years' undistributed income Subtract line 4b from line 2b		0.		
c Enter the amount of prior years' undistributed income for which a notice of deficiency has been issued, or on which the section 4942(a) tax has been previously assessed		0.		
d Subtract line 6c from line 6b Taxable amount - see instructions		0.		
e Undistributed income for 2008 Subtract line 4a from line 2a Taxable amount - see instr			0.	
f Undistributed income for 2009 Subtract lines 4d and 5 from line 1 This amount must be distributed in 2010				0.
7 Amounts treated as distributions out of corpus to satisfy requirements imposed by section 170(b)(1)(F) or 4942(g)(3)	0.			
8 Excess distributions carryover from 2004 not applied on line 5 or line 7	101,858.			
9 Excess distributions carryover to 2010. Subtract lines 7 and 8 from line 6a	3,547,330.			
10 Analysis of line 9:				
a Excess from 2005				
b Excess from 2006				
c Excess from 2007	1,084,198.			
d Excess from 2008	2,261,135.			
e Excess from 2009	201,997.			

N/A

- b**
- Check box to indicate whether the foundation is a private operating foundation described in section

☐ 4942(j)(3) or ☐ 4942(j)(5)

- (4) Gross investment income**

[illegible]

Part XV **Supplementary Information (Complete this part only if the foundation had \$5,000 or more in assets at any time during the year-see the instructions.)**

a List any managers of the foundation who have contributed more than 2% of the total contributions received by the foundation before the close of any tax year (but only if they have contributed more than \$5,000). (See section 507(d)(2))

YOLANDE L JURZYKOWSKI

- b List any managers of the foundation who own 10% or more of the stock of a corporation (or an equally large portion of the ownership of a partnership or other entity) of which the foundation has a 10% or greater interest

NONE

Check here ☒ if the foundation only makes contributions to preselected charitable organizations and does not accept unsolicited requests for funds. If the foundation makes gifts, grants, etc. (see instructions) to individuals or organizations under other conditions, complete items 2a, b, c, and d.

- d Any restrictions or limitations on awards, such as by geographical areas, charitable fields, kinds of institutions, or other factors

Part XV Supplementary Information (continued)**3 Grants and Contributions Paid During the Year or Approved for Future Payment**

Recipient Name and address (home or business)	If recipient is an individual, show any relationship to any foundation manager or substantial contributor	Foundation status of recipient	Purpose of grant or contribution	Amount
a Paid during the year				
CHAGDUD GONPA FOUNDATION 20 RED HILL RD JUNCTION CITY, CA 96048	N/A	501(C)(3)	TASHI CHHOELING ACTIVITIES IN NEPAL AND INDIA	90,000.
CHAGDUD GONPA FOUNDATION 20 RED HILL RD JUNCTION CITY, CA 96048	N/A	501(C)(3)	BRAZIL, TIBET, INDIA & NORTHERN CALIFORNIA PROJECTS	185,600.
ISHI AT COMMONWEAL 451 MESA ROAD BOLINAS, CA 94924	N/A	501(C)(3)	IN SUPPORT OF PROGRAM EXPENSES	852,031.
YESHE NYING PO, INC. 5345 ROUTE 81 GREENVILLE, NY 12083	N/A	501(C)(3)	ORGYEN CHO DZONG 2009 RENOVATIONS	21,000.
Total				▶ 3a 1,148,631.
b Approved for future payment				
NONE				
Total				▶ 3b 0.

Part XVI-A Analysis of Income-Producing Activities

Enter gross amounts unless otherwise indicated

	Unrelated business income		Excluded by section 512, 513, or 514		(e) Related or exempt function income
	(a) Business code	(b) Amount	(c) Exclu- sion code	(d) Amount	
1 Program service revenue					
a _____					
b _____					
c _____					
d _____					
e _____					
f _____					
g Fees and contracts from government agencies					
2 Membership dues and assessments					
3 Interest on savings and temporary cash investments			14	33,899.	
4 Dividends and interest from securities			14	177,273.	
5 Net rental income or (loss) from real estate:					
a Debt-financed property					
b Not debt-financed property					
6 Net rental income or (loss) from personal property					
7 Other investment income					
8 Gain or (loss) from sales of assets other than inventory			18	574,840.	
9 Net income or (loss) from special events					
10 Gross profit or (loss) from sales of inventory					
11 Other revenue					
a 2007 EXCISE TAX REFUND				95,442.	
b _____					
c _____					
d _____					
e _____					
12 Subtotal. Add columns (b), (d), and (e)		0.		881,454.	0.
13 Total. Add line 12, columns (b), (d), and (e)				13 881,454.	

(See worksheet in line 13 instructions to verify calculations.)

Part XVI-B Relationship of Activities to the Accomplishment of Exempt Purposes

Line No. Explain below how each activity for which income is reported in column (e) of Part XVI-A contributed importantly to the accomplishment of the foundation's exempt purposes (other than by providing funds for such purposes)



923622
02-02-10

FORM 990-PF INTEREST ON SAVINGS AND TEMPORARY CASH INVESTMENTS STATEMENT 1

<u>SOURCE</u>	<u>AMOUNT</u>
ATLANTIC TRUST	8,625.
ATLANTIC TRUST - US INTEREST	24,973.
ENTERPRISE PRODUCTS PARTNERS LP K-1	141.
UBS #07071 - US INTEREST	159.
UBS #07073 - US INTEREST	1.
TOTAL TO FORM 990-PF, PART I, LINE 3, COLUMN A	33,899.

FORM 990-PF DIVIDENDS AND INTEREST FROM SECURITIES STATEMENT 2

<u>SOURCE</u>	<u>GROSS AMOUNT</u>	<u>CAPITAL GAINS DIVIDENDS</u>	<u>COLUMN (A) AMOUNT</u>
ATLANTIC TRUST	157,429.	0.	157,429.
ENTERPRISE PRODUCTS PARTNERS LP K-1	10.	0.	10.
UBS #07071	6,289.	0.	6,289.
UBS #07073	13,545.	0.	13,545.
TOTAL TO FM 990-PF, PART I, LN 4	177,273.	0.	177,273.

FORM 990-PF OTHER INCOME STATEMENT 3

<u>DESCRIPTION</u>	<u>(A) REVENUE PER BOOKS</u>	<u>(B) NET INVEST- MENT INCOME</u>	<u>(C) ADJUSTED NET INCOME</u>
2007 EXCISE TAX REFUND	95,442.	0.	
TOTAL TO FORM 990-PF, PART I, LINE 11	95,442.	0.	

FORM 990-PF		LEGAL FEES		STATEMENT	4
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
LEGAL FEES	1,511.	0.		0.	
TO FM 990-PF, PG 1, LN 16A	1,511.	0.		0.	

FORM 990-PF		ACCOUNTING FEES		STATEMENT	5
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
ACCOUNTING FEES	9,908.	3,450.		0.	
TO FORM 990-PF, PG 1, LN 16B	9,908.	3,450.		0.	

FORM 990-PF		TAXES		STATEMENT	6
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
FOREIGN TAXES	397.	397.		0.	
EXCISE TAX	94,000.	0.		0.	
TO FORM 990-PF, PG 1, LN 18	94,397.	397.		0.	

FORM 990-PF		OTHER EXPENSES		STATEMENT	7
DESCRIPTION	(A) EXPENSES PER BOOKS	(B) NET INVEST- MENT INCOME	(C) ADJUSTED NET INCOME	(D) CHARITABLE PURPOSES	
MANAGEMENT FEES	5,459.	5,459.		0.	
BANK FEES	75.	0.		0.	
LICENSES AND PERMITS	165.	0.		0.	
POSTAGE	157.	0.		0.	
TO FORM 990-PF, PG 1, LN 23	5,856.	5,459.		0.	

FORM 990-PF	U.S. AND STATE/CITY GOVERNMENT OBLIGATIONS	STATEMENT	8
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DESCRIPTION	U.S. GOV'T	OTHER GOV'T	BOOK VALUE	FAIR MARKET VALUE
US AND AGENCY OBLIGATIONS	X		1,301,421.	319,623.
TOTAL U.S. GOVERNMENT OBLIGATIONS			1,301,421.	319,623.
TOTAL STATE AND MUNICIPAL GOVERNMENT OBLIGATIONS				
TOTAL TO FORM 990-PF, PART II, LINE 10A			1,301,421.	319,623.

FORM 990-PF	CORPORATE STOCK	STATEMENT	9
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DESCRIPTION	BOOK VALUE	FAIR MARKET VALUE
EQUITIES	3,545,893.	6,123,952.
TOTAL TO FORM 990-PF, PART II, LINE 10B	3,545,893.	6,123,952.

FORM 990-PF	OTHER INVESTMENTS	STATEMENT	10
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DESCRIPTION	VALUATION METHOD	BOOK VALUE	FAIR MARKET VALUE
ENTERPRISE PRODUCTS PARTNERS LP	COST	91,072.	157,050.
ENTERPRISE PRODUCTS PARTNERS LP - SUSPENDED LOSS	COST	16,540.	0.
TOTAL TO FORM 990-PF, PART II, LINE 13		107,612.	157,050.

FORM 990-PF	OTHER LIABILITIES	STATEMENT	11
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DESCRIPTION	BOY AMOUNT	EOY AMOUNT
BOOK TAX DIFFERENCE	23,142.	12,851.
TOTAL TO FORM 990-PF, PART II, LINE 22	23,142.	12,851.

FORM 990-PF

EXPLANATION CONCERNING PART VII-A, LINE 8B

STATEMENT 12

EXPLANATION

THIS IS NOT REQUIRED BY THE STATE OF DELAWARE.

ALMI FOUNDATION, INC.

EIN: 68-0203129

**A STATEMENT ATTACHED TO AND MADE PART OF
FORM 990-PF, RETURN OF PRIVATE FOUNDATION
FOR THE YEAR ENDED DECEMBER 31, 2009**

Part V Qualification Under Section 4940(e) for Reduced Tax on Net Investment Income

Taxpayer changed from a November 30th year end to a December 31st year end beginning in December 2006. Consequently, the adjusted qualifying distributions for the one month period have been annualized to reflect a more accurate distribution ratio for the short period from December 1 2006 to December 31, 2006.

ALMI FOUNDATION INC
ATLANTIC TRUST #2005 CAPITAL GAIN(LOSS) DETAIL
TAX YEAR 2009

SECURITY	SHARES/FACE VALUE	BOUGHT	SOLD	PROCEEDS	COST	GAIN(LOSS)
Genentech Inc	7,000	10/22/08	04/07/09	665,000	577,273	87,727
U S. Treasury Bill	1,815,000	02/13/09	05/14/09	1,813,664	1,813,664	-
U S. Treasury Bill	1,000,000	03/11/09	05/14/09	999,712	999,712	-
U S. Treasury Bill	900,000	02/19/09	05/21/09	899,333	899,333	-
U S Treasury Bill	7,500,000	03/04/09	06/04/09	7,495,175	7,495,175	-
U.S Treasury Bill	1,000,000	04/24/09	07/30/09	999,675	999,675	-
U.S Treasury Bill	1,000,000	07/30/09	08/27/09	999,903	999,903	-
U.S. Treasury Bill	11,680,000	07/09/09	09/10/09	11,677,294	11,677,294	-
U.S. Treasury Bill	1,000,000	08/27/09	09/24/09	999,918	999,918	-
U S. Treasury Bill	11,680,000	09/10/09	10/08/09	11,679,223	11,679,223	-
TOTAL SHORT-TERM GAIN/(LOSS)				38,228,897	38,141,170	87,727
Federal Home Loan Mortg Bond	150,000	06/20/01	03/15/09	150,000	149,619	381
Federal Home Loan Mortg Bond	150,000	01/10/02	03/15/09	150,000	153,639	(3,639)
Johnson & Johnson	5,000	07/02/73	03/20/09	255,349	12,144	243,205
Freeport-McMoran Copper	100	10/10/08	12/09/09	7,848	3,705	4,143
Freeport-McMoran Copper	4,900	10/10/08	12/10/09	386,747	181,545	205,202
TOTAL LONG-TERM GAIN/(LOSS)				949,944	500,652	449,292
GRAND TOTAL GAIN/(LOSS)				39,178,841	38,641,822	537,019

ALMI FOUNDATION

GRANT AGREEMENT

This Grant Agreement (AF09-0001) is entered into as of January 29, 2009 by and between ALMI Foundation Inc., a Delaware nonstock corporation ("Grantor"), and Chagdud Gonpa Foundation, a nonprofit tax-exempt Buddhist church ("Grantee"), with respect to the following recitals:

RECITALS

- A. Grantor is classified for federal tax law purposes as a private foundation, exempt under Section 501(c)(3) of the Internal Revenue Code.
- B. Grantee is a nonprofit tax-exempt Buddhist church, exempt under Section 501(c)(3) of the Internal Revenue Code.
- C. Grantor has determined that a grant to Grantee for the purposes and on the terms and conditions stated below in this Agreement would further Grantor's charitable purposes.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. Grant Amount and Disbursement. Upon Grantee's execution and delivery of this Agreement, Grantor shall disburse to Grantee ninety thousand dollars (\$90,000.00) in the form of a wire transfer.
2. Purpose of Grant. Grantor is making this grant, in furtherance of its charitable purposes, to support Tashi Chholing 2009 activities in Nepal and India.
3. Use of Grant. Grantee shall use the grant, and any income therefrom, solely for the specific project described above, and Grantee shall repay to Grantor any portion of the amount granted which is not used for that specific project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Grantor before implementation.

4. Reporting by Grantee. Starting with Grantee's first fiscal year in which any portion of the grant funds is received, and continuing annually until the grant funds are expended in full or the grant is otherwise terminated, Grantee shall submit a full and complete report to Grantor as of the end of each such fiscal year, within ninety days after that date. Such report shall describe the progress that Grantee has made toward achieving the purposes for which this grant was made, shall detail all expenditures made from the granted funds, and shall report on the Grantee's compliance with the terms of this grant during that fiscal year. In addition, Grantee's final annual report shall address Grantee's progress towards the grant's purposes and aggregate expenditure information over the entire term of the grant. Each such report shall be signed by an authorized officer, director, or trustee of Grantee.
5. Recordkeeping and Accounting. So long as any portion of the grant funds remain unexpended, Grantee shall continuously maintain the grant funds in one or more separate funds or accounts on its books, each of which shall be dedicated and restricted to the specific charitable purposes described in Paragraph 2 of this Agreement. Expenditures made in furtherance of the purposes of the grant may be charged against such account(s) and shall appear on those books. Grantee shall keep records and receipts to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times, as requested by Grantor. Grantee shall keep copies of all books and records and all reports to Grantor for at least four years after completion of the use of the grant funds.
6. Grantees. With regard to the selection of any secondary grantees or subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, and shall act completely independently of Grantor. Grantor has not earmarked the grant funds for any such secondary or subgrantee, and there is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular secondary or subgrantee.

7. Prohibited uses. Grantee shall not use any portion of the grant, funds, or any income generated by the grant funds,
- a. To attempt to influence legislation, within the meaning of Internal Revenue Code Section 4945(d)(1) and related regulations;
 - b. To influence the outcome of any specific election for candidates to public office, nor to carry on, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2) and related regulations;
 - c. To make any grant to any individual which does not comply with Internal Revenue Code Section 4945(d)(3), or to any organization which does not comply with Section 4945(d)(4); or
 - d. To undertake any activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in Internal Revenue Code Section 170(c)(2)(B).
 - e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.
8. Notice of changes. Grantee shall notify Grantor immediately of any change in Grantee's executive staff or key staff responsible for achieving the grant purposes.
9. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees, or agents.

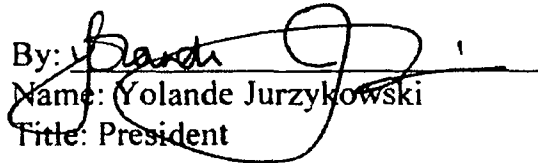
10. Remedies. In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Grantor.

11. Entire agreement; amendments and waivers. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement may not be amended or modified, except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement (AF09-0001) to be executed on the dates set forth below.

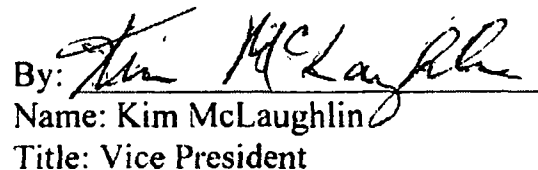
ALMI Foundation, Inc

Date: January 29, 2009

By: 
Name: Yolande Jurzykowski
Title: President

Chagdud Gonpa Foundation

Date: January 29, 2009

By: 
Name: Kim McLaughlin
Title: Vice President

ALMI FOUNDATION INC.

GRANT AGREEMENT

This Grant Agreement (AF09-0002) is entered into as of February 26, 2009 by and between ALMI Foundation Inc., a Delaware nonstock corporation ("Grantor"), and Yeshe Nying Po, Inc., a nonprofit tax-exempt Buddhist church ("Grantee"), with respect to the following recitals:

RECITALS

- A. Grantor is classified for federal tax law purposes as a private foundation, exempt under Section 501(c)(3) of the Internal Revenue Code.
- B. Grantee is a nonprofit tax-exempt Buddhist church, exempt under Section 501(c)(3) of the Internal Revenue Code.
- C. Grantor has determined that a grant to Grantee for the purposes and on the terms and conditions stated below in this Agreement would further Grantor's charitable purposes.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. Grant Amount and Disbursement. Upon Grantee's execution and delivery of this Agreement, Grantor shall disburse to Grantee twenty one thousand dollars (\$21,000.00) in the form of a wire transfer.
2. Purpose of Grant. Grantor is making this grant, in furtherance of its charitable purposes, to support the Orgyen Cho Dzong 2009 renovation projects.
3. Use of Grant. Grantee shall use the grant, and any income therefrom, solely for the specific project described above, and Grantee shall repay to Grantor any portion of the amount granted which is not used for that specific project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Grantor before implementation.

4. Reporting by Grantee. Starting with Grantee's first fiscal year in which any portion of the grant funds is received, and continuing annually until the grant funds are expended in full or the grant is otherwise terminated, Grantee shall submit a full and complete report to Grantor as of the end of each such fiscal year, within ninety days after that date. Such report shall describe the progress that Grantee has made toward achieving the purposes for which this grant was made, shall detail all expenditures made from the granted funds, and shall report on the Grantee's compliance with the terms of this grant during that fiscal year. In addition, Grantee's final annual report shall address Grantee's progress towards the grant's purposes and aggregate expenditure information over the entire term of the grant. Each such report shall be signed by an authorized officer, director, or trustee of Grantee.
5. Recordkeeping and Accounting. So long as any portion of the grant funds remain unexpended, Grantee shall continuously maintain the grant funds in one or more separate funds or accounts on its books, each of which shall be dedicated and restricted to the specific charitable purposes described in Paragraph 2 of this Agreement. Expenditures made in furtherance of the purposes of the grant may be charged against such account(s) and shall appear on those books. Grantee shall keep records and receipts to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times, as requested by Grantor. Grantee shall keep copies of all books and records and all reports to Grantor for at least four years after completion of the use of the grant funds.
6. Secondary Grantees. With regard to the selection of any secondary grantees or subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, and shall act completely independently of Grantor. Grantor has not earmarked the grant funds for any such secondary or subgrantee, and there is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular secondary or subgrantee.

7. Prohibited uses. Grantee shall not use any portion of the grant, funds, or any income generated by the grant funds,
- a. To attempt to influence legislation, within the meaning of Internal Revenue Code Section 4945(d)(1) and related regulations;
 - b. To influence the outcome of any specific election for candidates to public office, nor to carry on, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2) and related regulations;
 - c. To make any grant to any individual which does not comply with Internal Revenue Code Section 4945(d)(3), or to any organization which does not comply with Section 4945(d)(4); or
 - d. To undertake any activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in Internal Revenue Code Section 170(c)(2)(B).
 - e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.
8. Notice of changes. Grantee shall notify Grantor immediately of any change in Grantee's executive staff or key staff responsible for achieving the grant purposes.
9. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees, or agents.

10. Remedies. In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Grantor.

11. Entire agreement; amendments and waivers. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement may not be amended or modified, except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement (AF09-0002) to be executed on the dates set forth below.

ALMI Foundation, Inc

Date: 3/5/09

By: [Signature]
Name: Yolande Jurzykowski
Title: President

Yeshe Nying Po, Inc.

Date: 3 March 2009

By: [Signature]

Name: Andrea Uribe

Treasurer, Orgyen Cho Dzong
Title: Asst. Treasurer, Yeshe Nying Po, Inc.

ALMI FOUNDATION, INC.

GRANT AGREEMENT

This Grant Agreement (AF#09-0003) is entered into as of June 2, 2009 by and between ALMI Foundation, Inc., formerly known as The M.A.C.H. Foundation, a Delaware nonstock corporation ("Grantor"), and the Institute for the Study of Health and Illness (ISHI) at Commonweal, nonprofit health and environmental research institute ("Grantee"), with respect to the following recitals:

RECITALS

- A. Grantor is classified for federal tax law purposes as a private foundation, exempt under Section 501(c)(3) of the Internal Revenue Code.
- B. Grantee is a nonprofit health and environmental research institute, exempt under Section 501(c)(3) of the Internal Revenue Code.
- C. Grantor has determined that a grant to Grantee for the purposes and on the terms and conditions stated below in this Agreement would further Grantor's charitable purposes.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. Grant Amount and Disbursement. Upon Grantee's execution and delivery of this Agreement, Grantor shall disburse to Grantee eight hundred fifty two thousand and thirty-one dollars (\$852,031) in the form of a wire transfer.
2. Purpose of Grant. Grantor is making this grant, in furtherance of its charitable purposes, in support of I.S.H.I.'s Program Expenses:
 - June 1-30, 2009 (One month) for I.S.H.I. Fiscal year 2008-2009 Program Expenses including 10% G&A: \$68,814
 - I.S.H.I. July 1, 2009- June 30, 2010 Program Expenses including 11.68% G&A: \$783,217

3. Use of Grant. Grantee shall use the grant, and any income therefrom, solely for the specific project described above, and Grantee shall repay to Grantor any portion of the amount granted which is not used for that specific project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Grantor before implementation.
4. Reporting by Grantee. Starting with Grantee's first fiscal year in which any portion of the grant funds is received, and continuing annually until the grant funds are expended in full or the grant is otherwise terminated, Grantee shall submit a full and complete report to Grantor as of the end of each such fiscal year, within ninety days after that date. Such report shall describe the progress that Grantee has made toward achieving the purposes for which this grant was made, shall detail all expenditures made from the granted funds, and shall report on the Grantee's compliance with the terms of this grant during that fiscal year. In addition, Grantee's final annual report shall address Grantee's progress towards the grant's purposes and aggregate expenditure information over the entire term of the grant. Each such report shall be signed by an authorized officer, director, or trustee of Grantee.
5. Recordkeeping and Accounting. So long as any portion of the grant funds remain unexpended, Grantee shall continuously maintain the grant funds in one or more separate funds or accounts on its books, each of which shall be designated and restricted for the specific unexpended purposes declared in Paragraph 2 of this Agreement. Expenditures made in furtherance of the purposes of the grant may be charged against such accounts and shall appear on these books. Grantee shall keep records and receipts to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times as requested by Grantor. Grantee shall keep copies of all books and records and all reports to Grantor for at least four years after completion of the use of the grant funds.
6. Secondary Grantees. With regard to the selection of any secondary grantees or subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, and shall act completely independently of Grantor. Grantor has not earmarked the grant funds for use by such secondary or subgrantee, and there is no agreement with such grantee or subgrantee for the use of the grant funds to be used for any particular purpose or purposes.

7. Prohibited uses. Grantee shall not use any portion of the grant, funds, or any income generated by the grant funds,

- a. To attempt to influence legislation, within the meaning of Internal Revenue Code Section 4945(d)(1) and related regulations;
- b. To influence the outcome of any specific election for candidates to public office, nor to carry on, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2) and related regulations;
- c. To make any grant to any individual which does not comply with Internal Revenue Code Section 4945(d)(3), or to any organization which does not comply with Section 4945(d)(4); or
- d. To undertake any activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in Internal Revenue Code Section 170(c)(2)(B).
- e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.

8. Notice of changes. Grantee shall notify Grantor immediately of any change in Grantee's executive staff or key staff responsible for achieving the grant purposes.

9. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses, including reasonable attorneys' fees, directly or indirectly, wholly or partially arising from or in connection with the application for, the awarding of, the acceptance of, the administration of, the carrying out of, or the termination of the grant, or in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any willful or negligent action or omission of Grantor, its officers, directors, trustees, employees, or agents.

10. Remedies. In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantor shall immediately repay to Grantor.

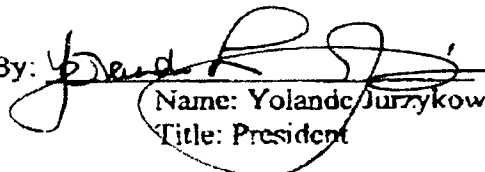
11. Entire agreement; amendments and waivers. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement may be amended or waived in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement (AP#09-0003) to be executed on the dates set forth below.

ALMT Foundation, Inc.

Date: June 2, 2009

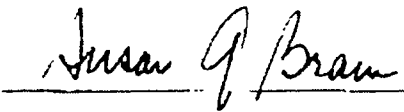
By:

 6/3/09
Name: Yolande Jurzykowski
Title: President

ISHI at Commonwealth

Date: June 2, 2009

By:


Name: Susan Braun
Title: Executive Director

ALMI FOUNDATION INC.**GRANT AGREEMENT**

This Grant Agreement (AF09-0004) is entered into as of April 2, 2009 by and between ALMI Foundation Inc., a Delaware nonstock corporation ("Grantor"), and Chagdud Gonpa Foundation, a nonprofit tax-exempt Buddhist church ("Grantee"), with respect to the following recitals:

RECITALS

- A. Grantor is classified for federal tax law purposes as a private foundation, exempt under Section 501(c)(3) of the Internal Revenue Code.
- B. Grantee is a nonprofit tax-exempt Buddhist church, exempt under Section 501(c)(3) of the Internal Revenue Code.
- C. Grantor has determined that a grant to Grantee for the purposes and on the terms and conditions stated below in this Agreement would further Grantor's charitable purposes.

NOW, THEREFORE, Grantor and Grantee agree as follows:

- 1. Grant Amount and Disbursement. Upon Grantee's execution and delivery of this Agreement, Grantor shall disburse to Grantee one hundred eighty five thousand six hundred dollars (\$185,600.00) in the form of a wire transfer.
- 2. Purpose of Grant. Grantor is making this grant, in furtherance of its charitable purposes, to support the following:

Chagdud Gonpa Foundation Brazil Projects

- \$21,600 Khadro Ling expenses (\$12,000 for Prayerwheels, \$3,500 for retreatant Michael Brickman, \$6,100 for retreatants Lama Rigdzin & Yeshe)
- \$5,000 Life Saving Practices

Chagdud Gonpa Foundation US Projects

- \$26,000 Dzod translation project
- \$60,000 Life Saving Practices
- \$30,000 Prayerwheel Refabrication
- \$1,000 Fax/shipping/wiring fees

Chagdud Gonpa Foundation Eastern Tibet Projects

- › \$10,000 for Kathok
- › \$10,000 for Khenpo Ngagchung
- › \$15,000 for Khenpo Acheu

Tashi Chholing Projects

- › \$7,000 Support for nuns retreatants & elderly in Hanley, Ladakh

3. Use of Grant. Grantee shall use the grant, and any income therefrom, solely for the specific project described above, and Grantee shall repay to Grantor any portion of the amount granted which is not used for that specific project. Any changes in the purposes for which grant funds are spent must be approved in writing by the Grantor before implementation.
4. Reporting by Grantee. Starting with Grantee's first fiscal year in which any portion of the grant funds is received, and continuing annually until the grant funds are expended in full or the grant is otherwise terminated, Grantee shall submit a full and complete report to Grantor as of the end of each such fiscal year, within ninety days after that date. Such report shall describe the progress that Grantee has made toward achieving the purposes for which this grant was made, shall detail all expenditures made from the granted funds, and shall report on the Grantee's compliance with the terms of this grant during that fiscal year. In addition, Grantee's final annual report shall address Grantee's progress towards the grant's purposes and aggregate expenditure information over the entire term of the grant. Each such report shall be signed by an authorized officer, director, or trustee of Grantee.
5. Recordkeeping and Accounting. So long as any portion of the grant funds remain unexpended, Grantee shall continuously maintain the grant funds in one or more separate funds or accounts on its books, each of which shall be dedicated and restricted to the specific charitable purposes described in Paragraph 2 of this Agreement. Expenditures made in furtherance of the purposes of the grant may be charged against such account(s) and shall appear on those books. Grantee shall keep records and receipts to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times, as requested by Grantor. Grantee shall keep copies of all books and records and all reports to Grantor for at least four years after completion of the use of the grant funds.

6. Secondary Grantees. With regard to the selection of any secondary grantees or subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, and shall act completely independently of Grantor. Grantor has not earmarked the grant funds for any such secondary or subgrantee, and there is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular secondary or subgrantee.
7. Prohibited uses. Grantee shall not use any portion of the grant, funds, or any income generated by the grant funds,
- a. To attempt to influence legislation, within the meaning of Internal Revenue Code Section 4945(d)(1) and related regulations;
 - b. To influence the outcome of any specific election for candidates to public office, nor to carry on, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2) and related regulations;
 - c. To make any grant to any individual which does not comply with Internal Revenue Code Section 4945(d)(3), or to any organization which does not comply with Section 4945(d)(4); or
 - d. To undertake any activity for any purpose other than a religious, charitable, scientific, literary, educational, or other purpose specified in Internal Revenue Code Section 170(c)(2)(B).
 - e. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code.
8. Notice of changes. Grantee shall notify Grantor immediately of any change in Grantee's executive staff or key staff responsible for achieving the grant purposes.
9. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or

agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees, or agents.

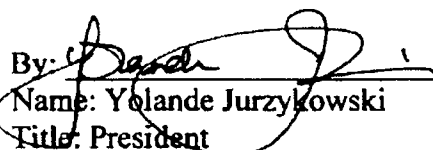
10. Remedies. In the event that Grantee violates or fails to carry out any provision of this Agreement, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Grantor.

11. Entire agreement; amendments and waivers. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter of this Agreement. This Agreement may not be amended or modified, except in a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement (AF09-0004) to be executed on the dates set forth below.

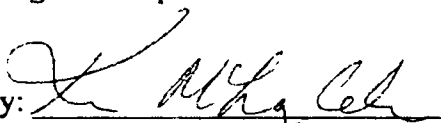
ALMI Foundation, Inc

Date: 4/02/09

By: 
Name: Yolande Jurzykowski
Title: President

Chagdud Gonpa Foundation

Date: 4/2/09

By: 
Name: Kim McLaughlin
Title: Vice President

Application for Extension of Time To File an Exempt Organization Return

OMB No. 1545-1709

► File a separate application for each return.

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

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

A corporation required to file Form 990-T and requesting an automatic 6-month extension - check this box and complete Part I only ☐

All other corporations (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Electronic Filing (e-file). Generally, you can electronically file Form 8868 if you want a 3-month automatic extension of time to file one of the returns noted below (6 months for a corporation required to file Form 990-T). However, you cannot file Form 8868 electronically if (1) you want the additional (not automatic) 3-month extension or (2) you file Forms 990-BL, 6069, or 8870, group returns, or a composite or consolidated Form 990-T. Instead, you must submit the fully completed and signed page 2 (Part II) of Form 8868. For more details on the electronic filing of this form, visit www.irs.gov/efile and click on e-file for Charities & Nonprofits.

Type or print File by the due date for filing your return. See instructions.	Name of Exempt Organization ALMI FOUNDATION INC.	Employer identification number 68-0203129
	Number, street, and room or suite no. If a P.O. box, see instructions. 601 UNION STREET, SUITE 3300	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. SEATTLE, WA 98101	

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

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

YOLANDE L JURZYKOWSKI

- The books are in the care of ► **601 UNION STREET, SUITE 3300 - SEATTLE, WA 98101**
Telephone No. ► **(206) 357-3039** FAX No. ► **(206) 357-3038**
- If the organization does not have an office or place of business in the United States, check this box ☐
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ☐. If it is for part of the group, check this box ☐ and attach a list with the names and EINs of all members the extension will cover.

- 1 I request an automatic 3-month (6-months for a corporation required to file Form 990-T) extension of time until **AUGUST 15, 2010**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
► ☒ calendar year **2009** or
► ☐ tax year beginning _____, and ending _____

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

3a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$ 15,534.
b If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$ 23,339.
c Balance Due. Subtract line 3b from line 3a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$ 0.

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

LHA For Privacy Act and Paperwork Reduction Act Notice, see Instructions.

Form 8868 (Rev. 4-2009)