

<p>DISTRICT COURT, ARAPAHOE COUNTY, COLORADO 7325 S. Potomac Street Centennial, Colorado 80112</p>	
<p>STATE OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL, Plaintiff, v. COLORADO HUMANE SOCIETY & S.P.C.A., INC.; MARY C. WARREN, an individual; ROBERT WARREN, an individual; and STEPHENIE L. GARDNER, an individual; Defendants.</p>	<p>▲ COURT USE ONLY ▲</p>
<p>Waverton Group, LLC as custodian Richard A. Block, Managing Member 4101 East Louisiana Avenue Suite 300 Denver, Colorado 80246 Office: 303-781-9900 Fax: 303-781-4311 Email: rblock@xpn.com</p>	<p>Case Number: 2008-CV-2659 Division: 202</p>
<p>CLAIM OF CREDITOR</p>	

Comes now BAYER HEALTH CARE LLC

(the "Claimant" or the "Claimants" if more than one), whose coordinates are as follows:

address [do not use Post Office Box]: 344 MAIN ST., LONGMONT, CO 80501 c/o MILLER + COHEN PC.

telephone number: 303.772.0165

fax number: 303.532.0949

email address: amiller@creditorsrights.com

being first duly sworn, deposes and says:

* MAILING ADDRESS : PO BOX 1259, LONGMONT, CO 80502

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1. Colorado Humane Society & S.P.C.A., Inc., a Colorado nonprofit corporation (the "Company") was, on December 16, 2008, and still is, indebted or liable to this Claimant.

2. The total amount the Company owes to Claimant on this date, including Principal, Interest, and Additional Charges is \$ 1899.61, (the "Claim")

3. The consideration, basis, or ground for this Claim is as follows: the Company obtained GOODS [please specify, e.g. goods, services, credit, money, etc.] by AGREEMENT [please specify how obtained, e.g. agreement, promissory note, etc.] and that the Company has refused or failed to pay the reasonable value thereof.

4. The Claim consists of the following Principal and Interest calculated to the date of this Claim:

Principal (on December 16, 2008)	\$	<u>1415.77</u>
Interest (to December 16, 2008)	\$	<u>169.89</u>
Interest Rate (to the date of default)		<u>18</u> %
Total amount of Principal and Interest	\$	<u>1585.66</u>
Penalties	\$	<u>—</u>
Total of Claim	\$	<u>1585.66</u>

5. Claimant Claims priority or preference from the assets in the hands of the custodian N/A [please specify authority for priority or preference, e.g. wages, taxes, etc.].

6. The Claim consists of \$ 313.95 in additional charges ("Additional Charges") for INTEREST FROM 12/16/08 to DATE [please specify, e.g. reasonable attorneys' fees, penalties, etc.]. The basis for claiming Additional Charges is INTEREST

acct 75125

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7. True and correct copies of the documents supporting this Claim, including without limitation, subcontracts, invoices, and statements of account, are attached hereto.

8. This claim is filed as an unsecured Claim a secured Claim [*please strike one*]. Claimant Claims as its security the following:

Assets Encumbered	_____ <i>N/A</i>
Security Instruments	_____
County	_____
State	_____
Reception Number	_____
Recorded Lien Statement	_____
If Mechanic's Lien, Date of First Work	_____
If Mechanic's Lien, Date of Last Work	_____

9. True and correct duplicates of each and every instrument securing this Claim, including, without limitation UCC Financing Statements and Recorded Lien Statements, are attached hereto.

10. Claimant has filed a legal action against the Company as follows:

_____ *N/A*

[*please specify court and case number*] and has has not [*please strike one*] received a judgment against the Company.

11. Claimant has credited any and all payments made by the Company under this Claim and this Claim is not subject to any set-off, counterclaim, or right of recoupment in favor of the Company or in favor of the custodian as against the Claim.

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12. Arlene C Miller [please print name of

Claimant] being first duly sworn, states and affirms that Claimant has executed the foregoing Claim of Creditor in the space provided below, and that the information contained therein is true and correct to the best of Claimant's knowledge.

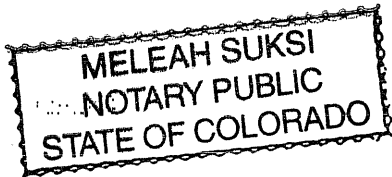
Arlene C Miller
[Signature of Claimant]

State of Colorado)
County of Boulder) ss.

Subscribed and sworn to before me by Arlene C Miller, the Claimant, on the 20th day of February, 2009. Witness my hand and official seal.

Witness my hand and official seal.

My commission expires: 4-20-10



Meleah Suksi
Notary Public

An original of this Claim must be submitted to the custodian, please do not submit this Claim to the Court—Mail directly to:

Waverton Group, LLC, custodian,
4101 East Louisiana Avenue
Suite 300
Denver, Colorado 80246

Mailed to Waverton Group, LLC,
February 23, 2009

Elizabeth Krusch



Bayer HealthCare

Animal Health Division

INVOICE

21872392



21872392

SHIPPED FROM: US01 SHIPPED VIA: Regular UPS

BAYER HEALTHCARE LLC
12809 SHAWNEE MISSION PKWY
SHAWNEE KS 66216-1846
FOB DESTINATION

1 of 2

Table with BAYER ACCOUNT NUMBERS, SOLD TO (6365034), and SHIP TO (6365034)

Table with INVOICE NUMBER (102253614) and INVOICE DATE (03/30/2007)

Main product table with columns: LOCATION, LOT NUMBER, PRODUCT CODE, CASE QTY, QTY SHIPPED, QTY BACK ORDERED, DESCRIPTION, UNIT PRICE, DISCOUNTED PRICE, EXTENDED PRICE. Includes rows for BAYTRIL TASTE TABS 136 MG 200, 68.0 MG 250, and 22.7 MG 500.

Advantage Multi Limited Risk Return Policy: With Sales Management approval, customers receive credit at 75% of original price paid for in-date product. Outdated returns, received within 120 days after expiration, receive 100% credit. Advantage Multi launch promotion purchases may be returned for 100% credit of original price paid if return request is received in the month of June 2007.

Summary table with rows for CUST P.O. RE-ENTERED, ORDER DATE, TERMS, ORDER NO., HIN NO., AGENT NAME, AGENT ORDER NO., MIRXB, SUBTOTAL, SALES/USE TAX, FREIGHT, and INVOICE TOTAL.

Past due invoices are subject to a late charge at the rate of 18% per annum or the maximum rate allowed by law or a minimum charge will apply, whichever is greater

PLEASE DETACH & RETURN THIS PORTION WITH YOUR REMITTANCE

Table with invoice details: INVOICE NUMBER, DISCOUNT DUE DATE, PAY THIS AMT BY DISC DUE DATE, INVOICE DATE, INVOICE DUE DATE, TOTAL DUE AFTER DISC DUE DATE.

Table with shipping information: SHIP TO, ACCOUNT NUMBER, COLORADO HUMANE SOCIETY AND SPCA, 1864 SWADSWORTH BLVD UNIT 7, LAKEWOOD CO 80232-6841.

Please Remit to:

BAYER HEALTHCARE LLC
PO BOX 121026
DALLAS TX 75312-1026

Table with billing information: SOLD TO, ACCOUNT NUMBER, COLORADO HUMANE SOCIETY AND SPCA, 1864 SWADSWORTH BLVD UNIT 7, LAKEWOOD CO 80232-6841.


TO PAY BY CREDIT CARD, PLEASE SEE REVERSE.

**BAYER HEALTHCARE LLC
ANIMAL HEALTH DIVISION
TERMS AND CONDITIONS**

1. **General Application.** These Terms and Conditions ("Terms") govern your order and purchase of merchandise or goods ("Goods") from Bayer Healthcare LLC ("Bayer", "we" or "us"). Each order and purchase of Goods will be deemed subject only to these Terms and the terms for quantity, price and delivery contained in your Purchase Order for Goods that has been accepted by us. These Terms will control over any conflicting terms contained in any Purchase Order except as you and we otherwise expressly agree in writing. We can accept or reject any Purchase Order in our sole discretion.
2. **Shipment of Goods.** All shipments of Goods will be F.O.B. destination to the delivery address designated in your Purchase Order, or if not designated in your Purchase Order, to your current delivery address as listed in our records. We will pay the shipping costs on all orders shipped to you via normal routing.
3. **Inspection of Goods for Damage or Mis-shipment.** You have the right to inspect and reject any shipment of Goods for damage or mis-shipment for a period of 3 days after delivery. If damage to your Goods is apparent at the time of delivery, you will note the damage when signing the delivery carrier's delivery receipt. If damage is discovered after that time but within 3 days after delivery (concealed damage), contact the delivery carrier and request an inspection. Mis-shipped or damaged Goods may not be returned without our prior authorization, which you may request by contacting your Bayer Sales Representative or by contacting Bayer Account Services directly at (800) 633-3796. Returned Goods must be accompanied by a copy of the inspection report, if applicable, and an indication whether you prefer to cancel your order for the Goods and to have your account credited, or to have the Goods replaced. The final decision in this regard will be made by Bayer in its sole and absolute discretion.
4. **Lost Goods.** You will promptly notify us if you have not received an expected shipment of Goods by the expected delivery date. If we determine that your shipment of Goods is lost, at our option, either a credit to your account or re-shipment of Goods will be made promptly upon receipt of your notice.
5. **Return Policy.** Contact your Bayer Sales Representative or Bayer Account Services, as set forth above, for return authorization. Although Bayer Sales Management will credit your account for returned Goods in its sole and absolute discretion, credit will generally be issued at 100% of the original purchase price for returns of (a) Advantage® and K9 Advantix™, if those Goods are in full display units (12 cards/units per carton with the same lot number), (b) other Goods, if the return request is made within 3 days of the original delivery of those Goods, or if those Goods have expired, they are received by our warehouse within 120 days after the relevant expiration date, and (c) with respect to Goods under both (a) and (b), they are unopened and in re-salable condition (e.g., current label and packaging, and no stickers or markings), and not labeled and/or sold as non-refundable. If returned Goods were purchased from an authorized Bayer distributor, credit will be issued at Bayer's lowest current wholesale price. All returned Goods become our property and may be destroyed.
6. **Domestic Use and Sale Only.** Unless we otherwise agree in writing, all Goods are sold hereunder solely for use and/or resale within the United States of America, and may not be exported.
7. **Pricing.** The purchase price for the Goods at the time of your order will be the then-current list price for those Goods. In addition to the price for the Goods, you will be responsible for all sales tax, use tax or similar taxes applicable to the sale of the Goods. Applicable taxes will be added to the price charged for the Goods and included on your invoice unless you have a valid resale or tax exemption certificate on file with Bayer.
8. **Invoices and Payments.** We will issue written invoices for Goods describing the Goods delivered to you, including the pricing and payment terms. Payment of the full invoice amount, in United States currency, is due in accordance with the payment terms on the invoice. Standard payment terms, which apply if not otherwise stated on the invoice, are Net 30 Days. Pursuant to UCC § 3-311(c)(1), any communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to the Bayer Credit Department, PO Box 390, Shawnee Mission, KS 66201.
9. **Rights on Failure to Make Payment.** In addition to any and all other remedies we may have, we may cancel or suspend deliveries of Goods to you if you fail to make any payment owed to us (whether pursuant to a transaction under these Terms or otherwise) as and when due. Further, if we determine that your financial position is questionable and/or your financial responsibility is or becomes unsatisfactory to us in our sole discretion, we may require that you pay in cash for all deliveries or we may require some form of security acceptable to us in our sole discretion. Past due invoices will accrue a monthly late charge of 1.5% of the outstanding principal amount (or the maximum rate allowed by law) or \$2.00, whichever is greater.
10. **Force Majeure.** Either you or we may suspend or cancel any scheduled delivery of Goods not already made without liability of any kind to the extent production, delivery or acceptance of delivery is impossible or commercially impracticable by reason of an act of God, act of war or terrorism, riot, fire, explosion, flood, strike, lockout, labor unrest, injunction, intervening illegality or action by a governmental authority, inability to obtain any fuel, power, raw materials, labor containers, or transportation facilities, accident, breakage of machinery or apparatus, national defense requirements, or other causes beyond the control of the party desiring to suspend or cancel delivery. During any shortage of fuel, power, raw materials, labor containers, or transportation facilities, we may allocate our supplies of such items or resources as we see fit.
11. **Limited Warranties; Claims.** We warrant that we will transfer good title to all Goods sold to you and all Goods will conform to our specifications, if any, and the description of the Goods on their packaging. We further warrant that Goods sold under these Terms were or will be produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 of the Act. With the exception of the foregoing warranties in this Section 11, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS. WE ARE NOT AND WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Our liability for damages in any event is limited to your purchase price for the item of Goods with respect to which damages are claimed. Our standard specifications for quality will govern all Goods unless the parties have otherwise expressly agreed in writing. Any claims on account of weight, quality, loss of or damage to Goods must be made in writing and delivered to us as promptly as possible, but in no event later than 10 days after discovery. Without limiting the disclaimer of warranties and limitation on liability established in these Terms, you expressly assume all risk of patent infringement by reason of your use of Goods in combination with other material or in the operation of any process.
12. **Modification of these Terms.** We reserve the right to modify these Terms from time to time, provided that these Terms as in effect at the time of our acceptance of your Purchase Order will remain in effect with respect to that Purchase Order, and any future Purchase Orders submitted by you and accepted by us will be governed by our terms of purchase as in effect at that time irrespective of any course of dealing between or expectation of the parties.
13. **Acceptance.** This document is not an Expression of Acceptance or a Confirmation document as contemplated in UCC § Section 2-207. Instead, acceptance of any Purchase Order you enter with us is expressly conditioned on your agreement and acceptance of any additional or conflicting term included in these Terms.
14. **Miscellaneous.** These Terms and the transaction(s) to which they relate will be construed under the laws of the State of Kansas without regard to conflicts of law principles. Jurisdiction and venue for any action or claim arising under these Terms and the related transactions will reside solely with the state and federal courts located within the State of Kansas. You may not assign any of your rights or obligations under these Terms or any Purchase Order without our written consent. These Terms, as in effect with respect to any Purchase Order that has been accepted, may not be modified or amended except by a writing signed by you and us.

IF PAYING BY CREDIT CARD, PLEASE COMPLETE THE INFORMATION BELOW, AND RETURN IN THE ENVELOPE PROVIDED.

IF PAYING BY CREDIT CARD CHOOSE ONE:

CARD NUMBER	AMOUNT
NAME	EXPIRATION DATE
SIGNATURE	ZIP CODE



2/6/2009

Colorado Humane Society and Spca
Attn: Stephenie Gardner
2760 South Platte River Drive
Englewood, CO 80110

Bayer
- mwi 3 P.I.F.
- idex 3 P.I.F.

Re: **Bayer HealthCare** - *animal*
Shawnee Mission, KS 66201

Balance Due: \$1,865.38

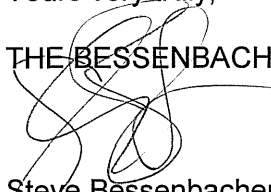
Dear Stephenie Gardner:

Only immediate payment of this account will prevent placing it in line for further action....

NOTHING ELSE!!!!

Yours very truly,

THE BESSENBACHER CO.


Steve Bessenbacher
162854
SJB/KM
Enc.

816-618-3227

NOTICE

This is an attempt to collect a debt and any information obtained from you will be used for that purpose.

THE BESSENBACHER CO.

