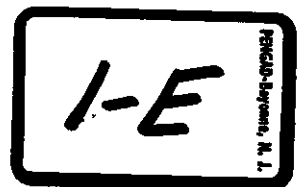


|   |  |
|---|--|
| <b>DISTRICT COURT, ARAPAHOE<br/>COUNTY, COLORADO</b><br>7325 S. Potomac Street<br>Centennial, Colorado 80112  |  |
| In re the Receivership of the<br>Colorado Humane Society & S.P.C.A.,<br>Inc.  | <b>▲ COURT USE ONLY ▲</b><br><br>Case Number: 2009-CV-_____<br><i>[Previously 2008-CV-2659]</i><br><br>Division: 404 |
| Waverton Group, LLC as Receiver<br>4101 East Louisiana Avenue,<br>Suite 300<br>Denver, Colorado 80246<br>Office: 303-781-9900<br>Fax: 303-781-4311<br>Email: rblock@xpn.com | <b>AFFIDAVIT OF RICHARD A. BLOCK, MANAGING MEMBER, WAVERTON<br/>GROUP, LLC, AS RECEIVER</b>                          |

State of California     )  
   ) ss.  
 County of Orange        )

The affiant, being of lawful age and duly-sworn upon his oath, states and deposes as follows:

1. My name is Richard A. Block.
2. I am the Managing Member of Waverton Group, LLC, as the Receiver (the "Receiver") in the above-referenced matter. I make the statements in this Affidavit based on my personal knowledge and I am competent to testify regarding any of the matters set forth herein.
3. This Affidavit is an integral component of the Asset Purchase Agreement between Colorado Anti-Cruelty Society ("Buyer") and the Receiver dated February 3, 2010 in this action (the "Asset Purchase Agreement"), and I am aware that Buyer is relying on the statements in this Affidavit in executing and performing the Asset Purchase Agreement and in consummating the transactions set forth therein.



4. All capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to those terms in the Asset Purchase Agreement or, if not defined therein, in the Sale Motion (as defined in the Asset Purchase Agreement).

5. I have prepared this Affidavit in order to induce Buyer to enter into the Asset Purchase Agreement.

6. The facts in this Affidavit are true, correct and complete on the date hereof and shall be true, correct and complete as of the Closing to the best of my knowledge, information, and belief.

7. Organization.

a. The Receiver is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Colorado. Upon the Approvals required by the Asset Purchase Agreement, including this Court's entry of the Sale Procedures Order and the Confirmation Order, the Receiver, will have full power, authority, and capacity to execute and deliver the Asset Purchase Agreement and the Related Agreements and, subject to obtaining the Approvals, to perform its obligations thereunder and to consummate the transactions contemplated thereby.

b. CHS is a nonprofit corporation duly incorporated and in good standing in the State of Colorado.

c. CHS is an organization described in Section 501(c)(3) of the Internal Revenue Code.

8. Execution and Delivery. The execution, delivery and performance of the Asset Purchase Agreement and the Related Agreements by the Receiver, and the consummation of the transactions contemplated thereby, have been duly authorized and approved by the Receiver, and no other corporate action on the part of the Receiver or the Colorado Humane Society is necessary to authorize the execution, delivery and performance of the Asset Purchase Agreement and the Related Agreements by the Receiver and the consummation of the transactions contemplated thereby. Subject to obtaining the Approvals, the Asset Purchase Agreement has been duly and validly executed and delivered by the Receiver and constitutes, and upon the execution and delivery by Buyer and the Receiver of the Related Agreements,

the Related Agreements shall constitute, legal, valid and binding obligations of the Receiver enforceable against the Receiver and the Receivership Estate in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganizations, moratorium or other laws affecting creditors' rights generally.

9. Governmental Approvals and Filings. Subject to obtaining the Approvals, no consent, approval or action of, filing with or notice to any Governmental Authority on the part of the Receiver is required in connection with the execution, delivery and performance of the Asset Purchase Agreement or any of the Related Agreements or the consummation of the transactions contemplated thereby.

10. Brokers. Neither the Receiver nor any of its Affiliates has incurred any liability for any fee or commission to any broker, finder, investment banker or other intermediary in connection with the transactions contemplated by the Asset Purchase Agreement that would result in any liability or obligation being imposed on Buyer.

11. Compliance with Laws; Absence of Litigation. There is no claim, action, suit, litigation, arbitration, proceeding, inquiry or investigation pending or, to the Receiver's knowledge, threatened, before or by any court, governmental authority or arbitrator that seeks to enjoin or prohibit, that questions the validity of, that might materially hinder or impair the Receiver's performance of its obligations under the Asset Purchase Agreement, or that if adversely decided would adversely affect the Purchased Assets.

12. Title to and Condition of Purchased Assets.

a. To the knowledge of the Receiver, (i) the use of the Purchased Assets does not infringe or misappropriate the intellectual property of any third party or constitute unfair competition or trade practices under the laws of any jurisdiction and is not subject to any pending or threatened litigation or other adverse claim of infringement or misappropriation by any Person; and (ii) there have been no threats or other indications received or known by the Receiver alleging that any of the Purchased Assets are invalid or unenforceable.

b. To the knowledge of the Receiver, no Person is infringing or misappropriating any of the Purchased Assets. The Receiver has not threatened, initiated or contemplated any claim or allegation against any Person alleging that the Person infringes, misappropriates or otherwise violates any intellectual property rights in the Purchased Assets.

c. The Receiver has taken commercially reasonable steps to maintain and preserve the Purchased Assets.

d. The Receiver has acquired ownership and ability to transfer title to the domain names listed in Section 2.1(e) of the Asset Purchase Agreement.

13. Disclosure. Neither the Asset Purchase Agreement nor any of the Related Agreements contains any untrue statement of a material fact regarding the Purchased Assets or omits any statement of a material fact necessary to make any statement contained therein regarding the Purchased Assets not misleading.

14. No Material Adverse Change. The Receiver will maintain the 501(c)(3) status of CHS in good standing and the Receivership Estate will not incur any material adverse changes in its legal, organizational, or financial condition or in its ability to complete the transaction.

15. Tax Matters. The Receiver has withheld, paid, and properly reported all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, or other third party. The Purchased Assets are not subject to any liens for taxes payable by the Receiver, except for the claim and lien asserted by the Internal Revenue Service in the approximate amount of \$26,300 arising from the potential late filing of a Form 990 on behalf of CHS for the tax period ending June 30, 2007 (the "IRS Claim"). The Receiver has reserved sufficient funds necessary to satisfy the IRS Claim.

Affidavit  
February 1, 2010  
Page 5.

Further the affiant sayeth not.

Waverton Group, LLC  
Richard A. Block  
Managing Member  
Waverton Group, LLC  
Receiver

State of California     )  
                                  ) ss.  
County of Orange     )

Subscribed and sworn to before me by Richard A. Block as Managing Member of Waverton Group, LLC, as Receiver this 1<sup>st</sup> day of February, 2010.

By: Robert Gonzales  
Notary Public

My commission expires: May 14, 2013

