

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of February 3, 2010 (the "Effective Date"), is by and between Waverton Group, LLC, as Receiver for Colorado Humane Society & S.P.C.A. Inc., a Colorado limited liability company ("Seller") and Colorado Anti-Cruelty Society, a Colorado nonprofit corporation ("Buyer"). Buyer and Seller are each referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

A. Seller is the receiver in the matter captioned *State of Colorado v. Colorado Humane Society & S.P.C.A., Inc., Mary C. Warren, Robert Warren and Stephenie Gardner*, Arapahoe County District Court, Case No. 08CV2659 (the "Receivership Action"), for the estate of Colorado Humane Society & S.P.C.A., Inc., that is within and subject to the jurisdiction and administration of the Arapahoe County District Court (the "Court") in the Receivership Action (the "Receivership Estate")

B. Buyer proposes to purchase from Seller, and Seller proposes to sell to Buyer, certain assets of the Receivership Estate on the terms and conditions contained in this Agreement, subject to a judicial sale conducted and approved by the Court.

C. The Parties desire to consummate the transactions contemplated by this Agreement as promptly as practicable after the Court enters an order approving such transactions.

D. The parties hereto desire to make certain representations, warranties, covenants and agreements in connection with the transactions contemplated hereby.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS

1.1 Definitions. As used herein, the following terms have the meanings set forth below:

(a) "Affiliate" means, with respect to any specified Person, any Person that (directly or indirectly through one or more intermediaries) controls, is controlled by, or is under common control with, the specified Person. "Control" (including the terms "controlled by" or "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

(b) "Approvals" means all consents and approvals required or contemplated to be obtained in connection with the transactions contemplated hereby.



(c) “Bar Date” means the date of August 9, 2009, set forth in the Claims Order, whereby all persons and firms having claims or demands against CHS were required to file those claims or demands in writing with Seller.

(d) “Business Day” means any day other than any Saturday, Sunday or legal holiday in Denver, Colorado.

(e) “CHS” means Colorado Humane Society & S.P.C.A. Inc., a Colorado nonprofit corporation.

(f) “Effective Date” means the date set forth in the first paragraph of this Agreement.

(g) “Governmental Authority” means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the United States, any foreign country or any domestic or foreign state, and any county, city or other political subdivision.

(h) “IP Assignment” means the Assignment of Intellectual Property substantially in the form of Exhibit A hereto.

(i) “Person” means any natural person, corporation, limited liability company, general partnership, limited partnership, sole proprietorship, trust, union, association, Governmental Authority or other business organization.

(j) “Purchased Assets” shall have the meaning set forth in Section 2.1.

(k) “Related Agreements” means (i) the IP Assignment Agreement, (ii) the Escrow Agreement, and (iii) any other agreement, certificate or similar document executed pursuant to or in connection with this Agreement.

(l) The following terms have the meanings set forth in the Sections listed below:

<u>Term</u>	<u>Location</u>
Agreement .....	Introductory Paragraph
Bid Procedures.....	§3.1
Buyer .....	Introductory Paragraph
CHS Animals.....	§6.1
CHS Obligations.....	§6.2
Claims Order.....	§5.2(g)(ix)
Closing.....	§2.6
Closing Date .....	§2.6
Confirmation Order .....	§3.1
Copyrights .....	§2.1(d)
Credit Bid .....	§2.4

<u>Term</u>	<u>Location</u>
Effective Date .....	Introductory Paragraph
Escrow Agreement .....	§2.3
Escrow Agent .....	§2.3
Marks .....	§2.1(a)
Purchase Price.....	§2.4
Receivership Action .....	Recitals
Receivership Estate.....	Recitals
Released Claims .....	§3.3(a)
Sale Motion.....	§3.1
Sale Procedures Order .....	§3.1
Seller.....	Introductory Paragraph

1.2 Rules of Interpretation.

- (a) The singular includes the plural and the plural includes the singular.
- (b) The word “or” is not exclusive.
- (c) A reference to a Person includes its permitted successors and permitted assigns.
- (d) The words “include,” “includes” and “including” are not limiting.
- (e) A reference in a document to an Article, Section, Exhibit, Schedule, Annex or Appendix is to the Article, Section, Exhibit, Schedule, Annex or Appendix of such document unless otherwise indicated. Exhibits, Schedules, Annexes and Appendices to any document shall be deemed incorporated by reference in such document.
- (f) References to any document, instrument or agreement (i) shall include all exhibits, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time.
- (g) The words “hereof,” “herein” and “hereunder” and words of similar import when used in any document shall refer to such document as a whole and not to any particular provision of such document.
- (h) References to “days” shall mean calendar days, unless the term “Business Days” shall be used.
- (i) This Agreement is the result of negotiations among, and has been reviewed by, the parties hereto and their advisors. Accordingly, this Agreement shall be deemed to be the product of the Parties, and no ambiguity shall be construed in favor of or against any Party.

ARTICLE 2  
PURCHASE AND SALE OF ASSETS

2.1 Sale of Assets to Buyer. Upon the terms and subject to the terms and conditions contained in this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase, acquire and accept from Seller, all of CHS's and the Receivership Estate's right, title and interest in or to any and all intellectual property assets owned or used by CHS, including without limitation the following assets (the "Purchased Assets"):

(a) all trademarks, service marks, brands, logos, designs or other designations of origin of goods or services (including the word mark "COLORADO HUMANE SOCIETY") owned or used by CHS (the "Marks") together with the associated goodwill, all applications and registrations for the Marks (including the U.S. trademark applications set forth on Schedule 2.1(a)), all statutory and common law rights related to the Marks, and the right to recover for damages and profits for past, present, and future infringement or other unauthorized use of the Marks;

(b) the name "Colorado Humane Society & S.P.C.A., Inc.," the trade name "Colorado Humane Society, Inc." and any other rights associated with the name "Colorado Humane Society," including the right to represent that the Marks have been in continuous use since 1881;

(c) the name "Rocky Mountain Humane Society" and all rights associated with such name;

(d) all copyrights and any related registrations and applications, and works of authorship and mask work rights, including the design of the website found at [www.coloradohumane.org](http://www.coloradohumane.org) and any logos used by CHS, all past and present marketing materials, and all other materials that have borne or currently bear the Marks (the "Copyrights"), together with all statutory and common law rights related to the Copyrights, an assignment of all right, title and interest in the Copyrights to Buyer in a form acceptable to the United States Copyright Office, and the right to recover for damages and profits for past, present, and future infringement or other unauthorized use of the Copyrights; and

(e) the following domain names

- i. [coloradohumane.org](http://coloradohumane.org);
- ii. [coloradohumane.net](http://coloradohumane.net);
- iii. [coloradohumane.com](http://coloradohumane.com);
- iv. [coloradohumanesociety.org](http://coloradohumanesociety.org);
- v. [coloradohumanesociety.net](http://coloradohumanesociety.net);

- vi. coloradohumanesociety.com; and
  - vii. any other domain names registered to or owned by CHS.
- (f) all records and documentation related to the Purchased Assets.

Except as otherwise provided in this Agreement, the Purchased Assets shall include all such Purchased Assets existing on the date of this Agreement and all such Purchased Assets acquired by Seller between the date of this Agreement and the Closing Date. All remaining assets of CHS and the Receivership Estate other than the Purchased Assets, will remain in possession of the Seller subject to the "Stipulated Order Appointing Custodian and Issuing Preliminary Injunctive Relief," dated December 16, 2008, entered in the Receivership Action. Seller is responsible for liquidating all assets of the Receivership Estate other than the Purchased Assets, subject to the Arapahoe District Court's Orders, and Buyer has no, and assumes no, obligations for such liquidation or for the remaining assets in any way.

2.2 Liabilities. Seller (as receiver for the Receivership Estate) shall retain all, and Buyer shall not assume any, liabilities or obligations which pertain to the ownership of the Purchased Assets that arose, or were incurred or assessed, before the Closing Date of any kind or nature, fixed or contingent, known or unknown, disclosed or undisclosed. Buyer shall assume all, and Seller shall have no liability for, any liabilities or obligations which pertain to the ownership of the Purchased Assets that arose, or were incurred or assessed, on or after the Closing Date of any kind or nature, fixed or contingent, known or unknown, disclosed or undisclosed. Buyer is not assuming any liabilities or obligations other than as explicitly set forth in this Agreement.

2.3 Escrow. Upon filing the Sale Motion with the Arapahoe County District Court (as discussed in Article 3 below), Buyer shall deposit \$225,000 in cash payable by wire transfer or delivery of other immediately available funds (the "Escrow Amount") into escrow with Wells Fargo Bank, N.A. (the "Escrow Agent"), under the terms of an agreement attached hereto as Exhibit B which contains commercially reasonable terms mutually acceptable to Seller and Buyer, including a provision that the Escrow Amount shall be subject to refund to Buyer if any condition to Closing does not occur ("Escrow Agreement").

2.4 Purchase Price. As payment for the Purchased Assets (the "Purchase Price"), at the Closing, Buyer shall pay Seller Two Hundred Forty Five Thousand Dollars (\$245,000), which includes the Escrow Amount and a credit of \$20,000 paid in the form of a credit to the Seller, in the form of Buyer's binding agreement to perform spay/neuter services for the CHS Animals, as set forth in Section 7.1 (the "Credit Bid").

2.5 Time and Place of Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at the offices of Holme Roberts & Owen LLP, 1700 Lincoln Street, Suite 4100, Denver, Colorado or by fax and overnight mail, within five days after all conditions to Closing set forth in Article 6 of this Agreement have been satisfied or waived (the "Closing Date") or at such other place, time or date as Buyer and Seller may agree in writing. The effective time of the Closing shall be 11:59 p.m. local time on the Closing Date.

2.6 Further Assurances. From time to time after the Closing subject to the terms and conditions of this Agreement, Seller and Buyer shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and the Related Documents, and to otherwise make effective the transactions contemplated hereby and thereby.

2.7 Access to CHS Records. Until the Closing, Seller shall provide reasonable access to CHS and relevant Seller records for Buyer to conduct on-going due diligence as to the Purchased Assets and the liabilities of CHS that might affect the transaction contemplated by this Agreement or the post-acquisition use of the Purchased Assets by Buyer. In addition, Seller shall provide Buyer all CHS and Seller records regarding the IRS's claims against CHS; this obligation shall include an on-going obligation to promptly provide updated information and documentation about the IRS claims to Buyer as Seller receives such information or documentation.

### ARTICLE 3 RECEIVERSHIP MATTERS

3.1 Sale Motion. By February 3, 2010, Seller shall prepare and file with the Arapahoe County District Court a motion to sell the Purchased Assets under a judicial sale and auction procedure subject to potential overbids by qualified bidders (the "Sale Motion"). The Sale Motion will seek the Arapahoe County District Court's entry of an order establishing sale procedures, with such order being substantially similar to (i) the form of order attached hereto as Exhibit C (the "Sale Procedures Order") and (ii) the exhibit attached to the Sale Procedures Order that sets forth all applicable bid procedures (the "Bid Procedures"). The Sale Motion will also attach a fully executed copy of this Agreement and seek entry of an order approving the transactions contemplated by this Agreement, with such order to be substantially similar to the form of order attached hereto as Exhibit D (the "Confirmation Order"). The Sale Motion and Sale Procedures Order will be subject to the prior review and approval in the sole discretion of Buyer, which will provide reasonable assistance to Seller, as requested, in obtaining the Arapahoe County District Court's approval thereof. The Sale Motion will state that any material variation from the provisions set forth in the proposed Sale Procedures Order and any Bid Procedures shall constitute a failure of a condition precedent to this Agreement that would enable Buyer to terminate this Agreement at its sole discretion in accordance with Section 8.1, withdraw its bid and obtain a refund of its Escrow Amount from the Escrow Agent.

3.2 Sale Procedures Order. The Sale Motion shall seek the entry of the Sale Procedures Order containing, inter alia, the following provisions:

(a) The sale of the Purchased Assets shall be free and clear of any and all claims or liens against CHS, Seller or the Receivership Estate, or any of each of its respective past or present insiders, Affiliates, representatives, officers and directors whatsoever arising from any transaction, event or occurrence before the Court's order confirming the sale, including any

claims made by any former directors or officers, or any Affiliates thereof, of CHS, and all claims and liens against CHS, Seller or the Receivership Estate shall attach to the sale proceeds in the valid amount and priority afforded those claims and liens under applicable law, and with the amounts of any valid liens of record required to be paid out of such proceeds, as determined by the Court upon notice to parties in interest.

(b) Any and all legal challenges to Seller's full and complete authority and legal right to sell the Purchased Assets to Buyer or to a higher bidder, to Seller's, Buyer's, or any Affiliate of Buyer's, actions in accordance with this Agreement and the Sale Procedures Order, to any entity's actions in accordance with the Sale Procedures Order, or to any entity's acquisition of the assets under the procedures set forth in the Sale Procedures Order are invalid, null and void, and of no legal effect;

(c) All third parties are enjoined from interfering with Seller's efforts to sell the Purchased Assets under the Sale Procedures Order, or with the actions of any third parties, including without limitation Buyer or any Affiliate of Buyer, in accordance with the Sale Procedures Order;

(d) The Court shall set a hearing on the Sale Procedures Order to occur within 30 days of filing the Sale Motion;

(e) The Court shall set a deadline for objections and overbids approximately 20 days following the date of Sale Procedures Order. The overbids shall meet the following qualifications:

(i) All overbids shall be subject to qualification standards for bidders and shall be subject to verification of any bids (the procedure for verification of bids and qualifications of bidders shall be included in the Sale Procedures Order), including without limitation the requirement that any bidders shall deposit into escrow with the Escrow Agent, in accordance with the Escrow Agreement, the full cash amount of the Purchase Price plus a reasonable overbid increment, subject to refund if such bidder is not the winning bidder;

(ii) The only variable for an overbid will be the dollar amount of the Purchase Price;

(iii) If any verified and qualified overbids are submitted within 20 days following the Sales Procedure Order, an auction will be held at the Confirmation Hearing in the Court, with the selection of a winning bid by the Seller to be submitted to the Court for confirmation then and there; and

(iv) Buyer shall be automatically deemed to be a qualified bidder at any auction, the Purchase Price shall automatically be deemed to be a qualified bid at any auction, and Buyer shall have the opportunity to overbid any bids from other entities that are received prior to or during any auction.

(f) The Court shall set a confirmation hearing date to approve this Agreement for approximately 30 days following the date of the Sale Procedures Order;

(g) Absent any overbids from third parties for the Purchased Assets, the Court shall enter a Confirmation Order approving the sale of the Purchased Assets to Buyer in accordance with this Agreement; and

(h) The Credit Bid is accepted by the Court as a valid component of the Purchase Price.

3.3 Confirmation Order. The Sale Motion shall seek the entry of a Confirmation Order containing, inter alia, the following provisions:

(a) an order that Seller's sale and Buyer's acquisition of the Purchased Assets is free and clear of any and all claims or liens against CHS, Seller, the Receivership Estate, or any or each of its respective past or present insiders, Affiliates, representatives, officers and directors whatsoever arising from any transaction, event or occurrence before the Confirmation Order, including any claims made by any former directors or officers, or any affiliates thereof, of CHS (the "Released Claims");

(b) an Injunction against any party's assertion against Buyer or any Affiliate of Buyer of any Released Claims;

(c) an Injunction against any person or entity receiving notice of the Sale Motion or the Confirmation Order, whether prior to or after the Confirmation Order, including all parties to the Receivership Action and all persons or entities affiliated with or acting in concert with them, from interfering with, or commencing any litigation regarding, the use or operation of any Purchased Assets based on any Released Claim;

(d) an order that CHS will, upon entry of the Confirmation Order and prior to closing of this Agreement, amend its Articles of Incorporation to change its name to a name that would not create a likelihood of confusion with any of the Purchased Assets;

(e) an order that, after satisfying the Remaining Obligations to the extent possible under the terms of this Agreement, the Seller will file for dissolution of the entity formerly known as Colorado Humane Society & S.P.C.A., Inc. (under sub (d), above) with the Colorado Secretary of State;

(f) an order that (i) any donations to or other proceeds and (ii) to the extent permitted under applicable law, any bequests obtained by the Seller (prior to the entry of the Confirmation Order) or the entity formerly known as the Colorado Humane Society & S.P.C.A., Inc. (after the Confirmation Order) that are not necessary to satisfy the Remaining Obligations shall be assigned and conveyed to Buyer upon the later of entry of the Confirmation Order and termination of the Receivership Estate;

(g) an order that, to the extent permitted by applicable law, after termination of the Receivership Estate, any bequests to the "Colorado Humane Society" or to any entity having a name comprised within the Marks or the Purchased Assets shall be automatically assigned and conveyed to Buyer without further action of either Party; and

(h) The Confirmation Order will also contain the following standard provisions:

(i) The Confirmation Order will set out that the cause was heard on the record of the case, upon any testimony and on the reports of the Seller;

(ii) The Court finding and vesting the title of the Purchased Assets in Buyer, and directing the Seller to make all necessary assignments;

(iii) The Court's Order as to how the Purchase Price will be paid and held either subject to the further Orders of the Court or distributed as the Court then directs and orders;

(iv) A description of the Purchased Assets, which may incorporate by reference the description set forth in this Agreement;

(v) The Court making an express finding that the parties to this Agreement have acted in good faith, that Buyer is a good faith purchaser for value, that the Credit Bid is a valid component of the Purchase Price, and that the Purchase Price constitutes reasonably equivalent value paid in exchange for the Purchased Assets; and

(vi) The Confirmation Order shall confirm the sale of the Purchased Assets and direct and authorize the Seller to the extent not otherwise specified, to perform all other acts as may be necessary to effectuate, perform and complete this Agreement, and not substantially inconsistent with other provisions of the Confirmation Order.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce Seller to enter into this Agreement, Buyer makes the representations and warranties set forth below which are true, correct and complete on the date hereof and shall be true, correct and complete as of the Closing.

4.1 Organization. Buyer is a nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of Colorado. Buyer has full power, authority and capacity to execute and deliver this Agreement and the Related Agreements and to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

4.2 Execution and Delivery. The execution, delivery and performance of this Agreement and the Related Agreements by Buyer, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by Buyer, and no other action on the part of Buyer is necessary to authorize the execution, delivery and performance of this Agreement and the Related Agreements by Buyer and the consummation of the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes, and upon the execution and delivery by Buyer and Seller of the Related Agreements, the Related Agreements shall constitute, legal, valid and

binding obligations of Buyer enforceable against each in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganizations, moratorium or other laws affecting creditors' rights generally.

4.3 Brokers. Buyer 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 this Agreement that would result in any liability or obligation being imposed on Seller.

4.4 Adequate Funds. Buyer has adequate funds available to it in order to consummate the transactions contemplated by this Agreement and the Related Agreements.

## ARTICLE 5 CONDITIONS TO CLOSING

5.1 Conditions to Obligations of Seller to Close. The obligations of Seller to effect the closing of the transactions contemplated by this Agreement are subject to the satisfaction prior to or at the Closing of the following conditions (any of which may be waived by Seller, in whole or in part):

(a) Representations and Warranties. The representations and warranties of Buyer under this Agreement shall be true and correct in all material respects as of the Closing Date with the same effect as though made on and as of the Closing Date. Buyer shall provide Seller with a certificate of an authorized officer to such effect.

(b) Observance and Performance. Buyer shall have performed and complied with all covenants and agreements required by this Agreement to be performed and complied with by it prior to or as of the Closing Date.

(c) No Legal Actions. No Governmental Authority shall have issued an order, not subsequently vacated, restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement. No Person shall have instituted a proceeding which shall not have been previously dismissed seeking to restrain, enjoin or prohibit the consummation of the transactions contemplated by this Agreement or seeking damages with respect thereto. Notwithstanding the foregoing, this condition may not be invoked by Seller if such proceeding was instituted or threatened by Seller, or solicited or encouraged by Seller.

(d) Related Agreements. Buyer shall have executed and delivered all of the Related Agreements to which it is a party and such other instruments or documents as Seller may reasonably request to effectuate the transfer of the Purchased Assets to Buyer.

5.2 Conditions to Obligation of Buyer to Close. The obligation of Buyer to effect the closing of the transactions contemplated by this Agreement is subject to the satisfaction

prior to or at the Closing of the following conditions (any of which may be waived by Buyer, in whole or in part):

(a) Representations and Warranties. All matters set forth in that certain Affidavit of Richard A. Block, Managing Member, Waverton Group, LLC, as Receiver, a copy of which is attached hereto as Exhibit E, shall be true and correct in all material respects as of the Closing Date with the same effect as though made on and as of the Closing Date. Seller shall provide Buyer with a certificate of an authorized officer to such effect.

(b) Observance and Performance. Seller shall have performed and complied with all covenants and agreements required by this Agreement to be performed and complied with by it prior to or as of the Closing Date.

(c) No Legal Actions. No Governmental Authority shall have issued an order not subsequently vacated, restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement. No Person shall have instituted a proceeding which shall not have been previously dismissed seeking to restrain, enjoin or prohibit the consummation of the transactions contemplated by this Agreement or seeking damages with respect thereto. Notwithstanding the foregoing, this condition may not be invoked by Buyer if such proceeding was instituted or threatened by Buyer, or solicited or encouraged by Buyer.

(d) Related Agreements. Seller shall have executed and delivered all of the Related Agreements and such other instruments or documents as Buyer may reasonably request to effectuate the transfer of the Purchased Assets to Buyer.

(e) No Material Adverse Change. There shall have been no material adverse changes in the condition of the Purchased Assets.

(f) Approvals. Seller shall have obtained and delivered to Buyer copies of all Approvals.

(g) Procedural Requirements. The following actions shall have been taken, to the sole and complete satisfaction of Buyer:

(i) The Sale Motion shall be in form acceptable to Buyer and shall be submitted timely to the Court for approval.

(ii) The Sale Motion will be delivered to, or served on, all persons, creditors of CHS and other entities whose rights are to be foreclosed or affected by the sale, and all persons who have expressed to Seller an interest in purchasing any of the Assets since the inception of the Receivership Action.

(iii) The Sale Motion will include a request for expedited approval of the Sale Procedures Order and a request for approval of the Confirmation Order at a hearing to occur within 60 days of filing the Sale Motion.

(iv) The Sale Motion shall be approved by the Court, through entry of the Sale Procedures Order.

(v) The Sale Procedures Order shall be acceptable to Buyer in its sole discretion, shall be substantially identical to Exhibit C hereto and shall include the provisions set forth in Section 3.2.

(vi) The Court shall enter the Confirmation Order, which shall be acceptable to Buyer in its sole discretion, shall be substantially identical to Exhibit D hereto and shall include the provisions set forth in Section 3.3.

(vii) The Sale Procedures Order shall be entered not more than 30 days from the date on which the Sale Motion is filed with the Court.

(viii) The Confirmation Order shall be entered not more than 60 days from the date on which the Sale Motion is filed with the Court.

(ix) Seller shall have delivered the Order to Present and File Claims, entered by the Court on July 9, 2009 (the "Claims Order") to all known creditors of CHS and shall have reasonably published the Claims Order in such a manner as to give constructive notice thereof to all unknown creditors. Seller will provide an Affidavit of Mailing and an Affidavit of Publication of the Claims Order to Buyer.

(x) The Bar Date in the Claims Order will have passed and the Seller shall have provided copies of all claims filed with Seller to Buyer.

## ARTICLE 6 POST CLOSING MATTERS

6.1 Spay/Neuter Services. Not later than 10 Business Days after the Closing Date, Seller will send a letter, in a form reasonably acceptable to Buyer, to all of the people who adopted cats and dogs from CHS (1) on and after December 16, 2008; (2) which adoptions are shown on the CHS balance sheet dated November 20, 2009 as a spay/neuter obligation; and (3) which adoptions are listed as a post-appointment obligation on Schedule 6.1 attached hereto (with those animals subject to all of (1) - (3) above being referred to as the "CHS Animals"). Such letter shall offer no-cost spay and neuter services for all of the CHS Animals to adoptors of the CHS Animals who contact Buyer or its designated Affiliate within a reasonable time after the Closing, which time period shall not exceed 90 days.

6.2 No Remaining CHS Obligations. After resolution of all claims against the Receivership Estate, including the resolutions of all unmatured and contingent obligations and payment of unpaid administrative expenses of the Seller and all allowed unsecured claims filed against the Receivership Estate (collectively, the "CHS Obligations"), any remaining Purchase Price not necessary to satisfy any remaining CHS Obligations would be donated by Seller to Buyer.

ARTICLE 7  
TERMINATION

7.1 Termination. This Agreement may be terminated at any time before the Closing as follows:

- (a) by mutual agreement of Buyer and Seller;
- (b) by either Buyer or Seller, upon written notice to the other, if the Court has not entered the Sale Procedures Order within 30 days after the Sale Motion is filed with the Court;
- (c) by either Buyer or Seller, upon written notice to the other, if the Court has not entered the Confirmation Order within 75 days of the date on which the Sale Motion is filed;
- (d) by either Buyer or Seller, upon 10 days written notice to the other, if the non-terminating Party is in material breach of this Agreement and does not cure such breach within such 10 days, provided that the Party seeking to terminate is not in material breach;
- (e) by Buyer or Seller, upon written notice to the other, if the Closing shall have not occurred within 10 days of the entry by the Court of the Sale Order; or
- (f) by Buyer, in its sole discretion, upon any material variation from the provisions set forth in the Sale Procedures Order, in any Bid Procedures and in the Confirmation Order.

7.2 Remedies. Upon termination of this Agreement pursuant to Section 7.1, except for Sections 8.1 (Expenses), 8.8 (Governing Law), and 8.9 (Jurisdiction) which shall survive to the fullest extent permitted by law, this Agreement shall be void and of no further effect, and neither Buyer nor Seller shall have any liability by reason of this Agreement or the termination thereof.

ARTICLE 8  
MISCELLANEOUS

8.1 Expenses. Except as specifically set forth in this Agreement or any Related Agreement, the Parties shall bear their own expenses, including, without limitation, fees, disbursements and other costs of any brokers, finders, investment bankers, attorneys, accountants and other advisors, in connection with this Agreement, the Related Agreements, and the transactions contemplated hereby and thereby. In any action or proceeding commenced in connection with a breach of this Agreement or any Related Agreement, the prevailing Party therein shall be entitled to an award of its reasonable attorneys' fees and costs.

8.2 Notices. All notices, requests, demands and other communications made in connection with this Agreement shall be in writing and shall be (a) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, (b) transmitted by hand delivery, (c) sent by facsimile, or (d) sent by nationally recognized overnight courier for next Business Day delivery, addressed as follows:

(a) If to Buyer:

Colorado Anti-Cruelty Society  
Attention: President  
2080 S. Quebec Street  
Denver, CO 80231  
Facsimile: 303-696-0063

with a copy to:

Holme Roberts & Owen LLP  
Attention: Eric E. Johnson  
1700 Lincoln St., Suite 4100  
Denver, Colorado 80203  
Facsimile: 303-866-0200

If to Seller:

Waverton Group LLC  
Attention: Richard Block  
4101 E Louisiana Ave, Ste 300  
Denver, CO 80246  
Facsimile: 303-781-4311

with a copy to:

Fairfield & Woods  
Attention: Jack Tanner  
Wells Fargo Center, Suite 2400  
1700 Lincoln Street  
Denver, CO 80203  
Facsimile: 303-830-1033

or, in each case, such other address as may be specified in writing to the other Party hereto.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (w) if by first-class, registered or certified mail, on the fifth Business Day after the mailing thereof, (x) if by hand delivery, on the day after such delivery, (y) if by facsimile and the transmitting Party receives a transmission receipt dated the day of transmission, on the next Business Day after transmission, and (z) if by nationally recognized overnight courier, on the next Business Day after deposit with such courier.

8.3 Amendment; Waivers; Etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.

8.4 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.5 Assignment. Neither Party shall assign its rights or obligations under this Agreement (by operation of law or otherwise) without the prior written consent of the other parties, except (a) as hereinafter specifically provided in this Section 8.5 or (b) or by Buyer to any of its Affiliates.

8.6 Parties in Interest. This Agreement and the Related Agreements shall be binding upon and inure solely to the benefit of the Parties hereto and their successors and permitted assigns, and nothing in this Agreement or any Related Agreement, expressed or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement or any Related Agreement.

8.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto.

8.8 Governing Law. This Agreement and the Related Agreements shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to its conflicts of law rules.

8.9 Jurisdiction. Each of the Parties agrees that any proceeding brought to enforce the rights or obligations of either Party under this Agreement or any Related Agreement shall be commenced and maintained in the courts of the State of Colorado, and any such court shall have exclusive jurisdiction over any such proceeding.

8.10 Severability. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever, so long as this Agreement, taken as a whole, still expresses the material intent of the parties. The invalidity of any one or more phrases, sentences, clauses, sections or subsections of this Agreement shall not affect the remaining portions of this Agreement.

8.11 Entire Agreement. This Agreement and the Related Agreements constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

8.12 Survival of Representations and Warranties. The parties' representations and warranties contained herein shall not survive the Closing.

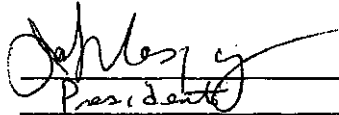
8.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

**[Signature page to follow]**

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.

**BUYER:**

**COLORADO ANTI-CRUELTY SOCIETY, a  
Colorado nonprofit corporation**

By:   
Title: President

**SELLER:**

**WAVERTON GROUP, LLC, as Custodian for  
Colorado Humane Society & S.P.C.A., Inc.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

8.12 Survival of Representations and Warranties. The parties' representations and warranties contained herein shall not survive the Closing.

8.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date first above written.


**BUYER:**

**COLORADO ANTI-CRUELTY SOCIETY, a  
Colorado nonprofit corporation**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**WAVERTON GROUP, LLC, as Receiver for  
Colorado Humane Society & S.P.C.A., Inc.**

By:  \_\_\_\_\_  
Title: Managing Member, Waverton Group,  
LLC, Receiver

**Schedules and Exhibits**

Schedule 2.1(a)	Marks
Schedule 6.1	Post-Appointment Obligations
Exhibit A	Form of IP Assignment
Exhibit B	Form of Escrow Agreement
Exhibit C	Form of Sale Procedures Order
Exhibit D	Form of Confirmation Order
Exhibit E	Affidavit of Richard A. Block, Managing Member, Waverton Group, LLC, as Receiver

Schedule 2.1(a)

MARKS

Mark	Application Number	Registration Number	Registration Date	Description	Status
"HEADS, TUMMIES, TAILS & TOES"	76/457816	2819026	3/2/2004	Educational services, namely providing education information and training in the field of animal care, animal raising and animal behavior, in International Class 041	Section 8 due 3/2/2010
FROM WAGS TO WHISKERS	76/457749	3220994	3/27/2007	Charitable fund raising services in support of animal welfare services, in International Class 036  Organizing a gala dinner in support of animal welfare services, in International Class 043	Section 8 due 3/27/2013
COLORADO HUMANE SOCIETY	77/914165	N/A	N/A	Charitable fundraising, in International Class 036	newly filed application
COLORADO HUMANE SOCIETY	77/914163	N/A	N/A	educational services, namely conducting classes, informational programs, individual and group instruction, and providing presentations, resources, materials and pamphlets in the field of animal care, in International Class 041	newly filed application
COLORADO HUMANE SOCIETY	77/914160	N/A	N/A	providing a website featuring information on animal control, animal welfare, animal shelters and animal rescue services, in International Class 045	newly filed application

**Schedule 6.1**

**POST-APPOINTMENT OBLIGATIONS**

Waverton Group (through December 31, 2009)	59,125.00
Fairfield & Woods (through December 31, 2009)	44,402.80
Spay & Neuters(Cats) (see attached detail)	2,240.00
Spay & Neuters(Dogs) (see attached detail)	24,450.00
Davis, Shelby	1,663.56
Bardorf, Darchelle	70.00
Neighborhood Pet (S& N)	900.00
Neighborhood Pet (Meds)	1,001.51
Marla Dugger (Receiver's Certificate plus interest)	<u>5,000.00</u>
	<b>\$138,852.87</b>

**Schedule 6.1**

**POST-APPOINTMENT OBLIGATIONS**

Contract #	Sex	Cat/Dog	Dog	Cat	Name	Breed	Age	Date Adopted
	female				Kidman (Diesel)	Border / Aussie	1 1/2 years	12/26/08
	female				Bella	DSH	3 months	12/27/08
	female				Fluka	Chihuahua	1 year	1/13/09
	female				dog	chevy	chow mix	1/24/09
	male				Hand Banana	Shep X	8 weeks	1/31/09
	male				Dopey	Blasset		2/26/09
	female				dog	Teyla	Bord Collie X	2/27/09
	Male				dog	Bear	Newfie X	2/27/09
	male				Thumper	Dach X	4 weeks	3/3/09
	Male				Gus	Lab X	Lab X	3/21/09
	Male				Shader	Shih Tzu/Yorkie	1 year	3/21/09
	Male				Drake	Chihuahua	7 months	3/22/09
	female					Chi X	8 weeks	4/5/09
	male				Buddy	Lab Border Collie Mix	adult	4/16/09
	female				Bubbles	Shih Tzu / Terrier X	8 weeks	4/18/09
	female				Helen	Red Heeler	10 weeks	4/18/09
	female				Maggie	Border Collie X	2 years	4/19/09
	male				Pupp	Lab X	3 months	4/21/09
	male				Tom	Chihuahua X	2 years	4/23/09
	Male					Lab X	3 months	4/23/09
	male				Stewart	Yorkie X	5 years	4/23/09
	male				puppy	Chi X	Sugar's pup	4/28/09
	female				Marla	Lab/ Husky	3 months	5/2/09
	male				Raz	Chi X	8 weeks	5/2/09
	male				Tadpole	Chihuahua X	8 weeks	5/2/09
	female				Hydro/Jazz	Staf Sterr X	adult	5/5/09
	male				David	DSH	2 Years	5/6/09
	female					DLH	Kitten	5/14/09
	female				Nikita	Lab	3-4 Years	5/16/09
	male				Tank	rott x	4 Months	5/23/09
	female				Daisy	Lab X 11 wks	4 months	5/30/09
	female				Tuna	Boxer X	4 months	6/4/09
	female				Taffy	Lab X	Young Adult	6/4/09
	male				Amos	Pit X	3-4 months	6/7/09
	female				Eva	Lab x	1.5 years	6/12/09
	Male				Toby	Chi x	1 year	6/14/09
A-2	m		x		Taco	Chihuahua X	2 1/2 years	6/17/09
	female				black	lab border	8 weeks	6/18/09
37431	m		x		Purple	Lab/Border X	5 weeks	6/19/09
37432	m		x		Yellow	Lab/Border X	5 weeks	6/19/09
B-46	m		x		Monte	Cattle Dog X	4 1/2 months	6/19/09
B-20	f		x		Baby	Lab/Border X	9 weeks	6/20/09
C-7	m		x		Jake	Shep X	4/5 months	6/20/09
	m					Heeler X		6/24/09
40046	f		x		Millie	Lab X	Adult	6/27/09
37472	m		x		El Guapo	Chi X		7/2/09
40048	m		x		Jasper	Pointer X	6 months	7/7/09
37196	female			x		DLH	kitten	7/10/09
40045	m			x	Jango	Tabby	11 weeks	7/14/09
40178	f		x			American Bulldog	adult	7/17/09

Contract#	Sex	Cat/Dog	Dog	Cat	Name	Breed	Age	Date Adopted
40151	male			x	stray	DSH	adult	7/18/09
40224	f		x			Aussie X	8 week	7/22/09
40234	f		x		Cortana	Terrier X	8 week	7/25/09
40396	f		x		Moonbeam	Shep X	8 weeks	7/27/09
40398	m		x		Star	Shep X	8 weeks	7/27/09
40248	female		x		Puppy	shep X	8 week	7/28/09
40117	m			x	Moe	DSH	8 weeks	7/31/09
40259	f		x		Jody	Husky X	adult	7/31/09
	female		x		honey	chi	3.5 years	8/1/09
	m				Wiley	Terrier X		8/2/09
36162	female			x	Teenie	DSH	kitten	8/2/09
40578	f		x			B. Collie X	8 weeks	8/8/09
40579	f		x			B. Collie X	8 weeks	8/8/09
40241	f		x		Laverne	B. Collie X	8 weeks	8/9/09
40564	f		x		Athena	Beagle/Shep X	8 weeks	8/11/09
40565	m		x		Zeus	Beagle/Shep X	8 weeks	8/12/09
40568	m		x		Hamilton	Chi/Lab/Chow X	10 weeks	8/12/09
40282	m		x		Odie	Border Collie X	6 months	8/14/09
40563	m		x		Achilles	Beagle/Shep X	8 weeks	8/14/09
40281	f		x		Macoroni	Wire Hair Terrier X	4-6 months	8/15/09
40261	f		x		Puppy	Border Collie X	8 weeks	8/16/09
40275	f		x		Hailey	German Shep	young adult	8/20/09
40339	m		x		Rusty	Terrier X	adult	8/22/09
40345	f		x		Ginger	Heeler X	5-6 months	8/22/09
40346	m		x		Slugger	lab X	12 weeks	8/22/09
40411	m		x		Ziggy	Chihuahua X	adult	8/23/09
40344	m		x		Basil	Heeler X	5-6 months	8/23/09
	m				Jack	Heeler X		8/25/09
40370	f		x		Portia	Terrier X	3 months	8/26/09
40620	f		x		Minnie	Terrier X	3 months	8/29/09
40334	m		x		Clyde	Lab X	9 months	8/29/09
40331	f		x		Kalea	Heeler X	adult	8/30/09
40341	f		x		Flora	Border Collie X	10-12 weeks	9/1/09
40342	f		x		Diva	Border Collie X	10-12 weeks	9/2/09
40766	f			x	Dinah	DSH	young adult	9/4/09
40460	m		x		Rocco	Puggle	4 months	9/5/09
40761	f		x		Annie	German Short Haired Pointer	adult	9/5/09
40465	f		x		Amber	Beagle / Basset	2 years	9/6/09
40474	m		x		Buddy	Shep X	10-12 weeks	9/6/09
40476	f		x		Ginger	Shep X	10-12 weeks	9/6/09
40769	f		x		Lexi	Manchester Terrier	adult	9/10/09
40502	m		x		Oliver	Lab X	3 months	9/11/09
40784	f		x		Daisy	Wire Haired Heeler X		9/11/09
40623	f		x			Husky/Lab X	3 months	9/11/09
40504	f		x		Freedom	Lab X	3 months	9/11/09
40597	m		x		Pablo	Lab X	12 weeks	9/12/09
40660	f		x		Gracie	Cattledog X	4 months	9/12/09
40673	f		x		Leila	Lab/Rodhesian Ridgeback	1-2 years	9/12/09
40778	f		x		Mocha	Saint Bernard X	8 weeks	9/12/09
40780	m		x		Oreo	Saint Bernard X	8 weeks	9/12/09
40799	f		x		Shiloh	Chi/Corgi X	9 weeks	9/12/09
40800	m		x		Neal	Chi/Corgi X	9 weeks	9/12/09
40674	m		x		Tucker	Chi / Corgi	9 weeks	9/12/09
40485	f		x		Amber	Basset Hound	2 years	9/12/09
40470	f		x		Jenna	Dachshund X	4 years	9/13/09

Contract #	Sex	Cat/Dog	Dog	Cat	Name	Breed	Age	Date Adopted
40627	f		x		Delia	Lab X	4 months	9/13/09
40797	f		x		Angelina	Heeler X	adult	9/13/09
40667	f		x		Hazel	Cattledog X	5 months	9/15/09
40677	female		x			Chow X	10-12 weeks	9/18/09
40815	m		x		Bruiser	Border Collie X	10-14 months	9/18/09
40858	m		x			Corgi/Chi X	9 weeks	9/18/09
40859	m		x		Bandito	Corgi/Chi X	9 weeks	9/18/09
	m		x		Seth	Corgi/Chi X	9 weeks	9/18/09
40860	f		x			Chi / Corgi	9 weeks	9/19/09
	female				trouble	terrier x	7 months	9/19/09
40626	f		x		Fawna	Chow X	8 months	9/20/09
40782	m		x		Toby	Dach X	1 1/2 years	9/20/09
40795	f		x		Pretty	Lab X	Young Adult	9/20/09
40820	m		x		Miles (was Jazz)	Hound X	3-4 months	9/20/09
40873	f			x	Ravioli	DSH	8 weeks	9/23/09
	male	dog			Gizmo	Pappillon X		9/24/09
40698	f		x		Bonnie	Shar Pei X	12 weeks	9/24/09
40676	f		x		Shelby (was Taxi)	Shep X	10-14 months	9/25/09
40678	m		x		Snickers	Lab X	10 - 14 Months	9/25/09
40690	m		x		Duke	Shep/Husky X	5 months	9/29/09
40874	m			x	Porcini	DSH	8 weeks	10/1/09
40903	m			x		DSH	14 weeks	10/1/09
40867	f		x		Hilary	Heeler X	8 weeks	10/2/09
40936	m		x		Bobbie	Shep X	8-9 weeks	10/2/09
40937	f		x		Bling	Shep X	8-9 weeks	10/2/09
40866	f		x		Haley	Boxer	8 weeks	10/3/09
40934	f		x		Merlot	Chocolate Lab	4 months	10/3/09
40940	m		x		Frisco	Terrier X	8 weeks	10/3/09
40945	f		x		Harmony	Terrier X	8 weeks	10/3/09
40946	f		x		Gwen	Terrier X	8 weeks	10/3/09
40951	m		x		Oily	Blue Heeler	10 weeks	10/3/09
40952	m		x		Nash	Blue Heeler	10 weeks	10/3/09
40954	m		x		Baxter	Shep X	3 months	10/3/09
40955	m		x		Dusty	Shep X	3 months	10/3/09
40958	f		x			Chi / Corgi	9 weeks	10/3/09
40971	f		x			Chi / Corgi	9 weeks	10/3/09
40975	f		x			Chi / Corgi	9 weeks	10/3/09
40976	f		x			Chi / Corgi	9 weeks	10/3/09
40430	f		x		Honey	Blue Tick Hound	adult	10/4/09
40943	f		x		Kyra	Terrier X	8 weeks	10/6/09
40628	f		x		Spot/Honey Bun	Red Heeler X	8 months	10/7/09
40724	f		x		Viva	Chi/Corgi	9 weeks	10/7/09
40906	m			x	Elmo	DSH	8 weeks	10/7/09
40910	m		x		Larry	Aussie X	3 years	10/7/09
40942	m		x		Ace	Terrier X	8 weeks	10/7/09
40713	female		x		Blue Bell	Bluetick Coon Hound	1 week	10/8/09
40872	f		x		Sunday	Shep X	8 weeks	10/8/09
40904	f			x	Alice	DLH	8 weeks	10/8/09
40905	f			x	Jane	DLH	8 weeks	10/8/09
40907	m			x	Jaspar	DSH	8 weeks	10/8/09
40726	m			x	Mouse	DSH	8 weeks	10/8/09
40287	m			x	Russian Blue	DSH	young adult	10/9/09
41007	f		x			Lab	8-9 weeks	10/9/09
C-15	f			x	Lola	Siamese X	adult	10/9/09
	female		x		Zilla	Heeler X	1 year	10/10/09

Contract #	Sex	Cat/Dog	Dog	Cat	Name	Breed	Age	Date Adopted
41006	f			x	Susan	Lab	14-16 weeks	10/10/09
41044	f		x		Kona	Rat Terrier X	10 weeks	10/10/09
41045	m		x		Aussie X	Chewy	10 1/2 weeks	10/10/09
41028	m		x		Koda	Border Collie X	3 years	10/10/09
41042	m		x		Bear	Chow	7 weeks	10/10/09
40499	m		x		Spike	Cattle Dog X	8 months	10/10/09
40711	m		x		Cooper	Bluetick Coon Hound X	1 week	10/11/09
40710	m		x		Huckleberry	Bluetick Coon Hound	1 week	10/11/09
40944	f		x		Juliet	Terrier X	8 weeks	10/13/09
41059	m		x			Lab X	8 weeks	10/13/09
41054	m		x		Peanut	Cattiedog X	12 weeks	10/13/09
40707	m		x		Bentley	Bluetick Coon Hound	1 week	10/14/09
40473	f		x		Nora	Shep X	10-12 weeks	10/14/09
41058	m		x		Koda	Border Collie X	3 years	10/15/09
41013	m		x		Bruno	Chihuahua X	2 years	10/15/09
41064	f			x		DSH	9 weeks	10/15/09
40893	m		x		Porter	Bluetick Coon Hound	1 week	10/15/09
41067	f		x			Lab / Border Collie	8 weeks	10/16/09
41069	f		x		Beauty	Lab / Border Collie	8 weeks	10/16/09
41069	f		x		Beauty	Lab / Border Collie	8 weeks	10/16/09
40192	f			x	Fluffy	DMH	kitten	10/17/09
41070	m		x		Rover	Lab / Border Collie	8 weeks	10/17/09
40941	f				Saji	Terrier X		10/18/09
41024	f		x		Merlot	Chocolate Lab	4 months	10/20/09
40984	m			x	Peter	DMH	6 weeks	10/24/09
40983	m			x	Paul	DMH	6 weeks	10/24/09
41004	f		x		Reba	Shep X	6 weeks	10/24/09
41092	f		x		Kharmia	Cocker Spaniel X	7 months	10/24/09
40709	f		x		Piper	Blue Tick Hound X	1 week	10/24/09
40475	f		x		Peanut	Shep X	10-12 weeks	10/24/09
41005	f		x		Dolly	Shep X	6 weeks	10/25/09
41095	m		x		Gus	Lab X	10 weeks	10/27/09
41102	f		x		Laverne	Chi X	6 weeks	10/27/09
41103	f		x		Shirley	Chi X	6 weeks	10/27/09
41003	f		x		Zoey	Shep X	6 weeks	10/27/09
40480	m		x		Wiley	Shep X	10-12 weeks	10/29/09
40811	f			x	PJ	DSH	3 months	10/30/09
41093	f		x		Lola	Lab X	10 weeks	10/30/09
41090	m		x		Wookie	Shep X	12 weeks	10/31/09
41094	m		x		Linus	Lab / Pit	10 weeks	10/31/09
41061	f		x		Charlotte	Shep/Boxer X	3 months	10/31/09
41097	f		x		Lilly	Lab X	10 weeks	10/31/09
41077	f		x		Daisy	Pit Bull / Lab	4 months	10/31/09
41008	f		x		Gabi	Lab X	adult	10/31/09
40415	f			x	Rosie	DSH	adult	11/1/09
40649	f		x		Pimento	DSH	2 weeks	11/3/09
41162	m		x		Billy	Rott X	8 weeks	11/3/09
41161	f		x		Aspen	Shep X	9 weeks	11/3/09
41171	f		x		Sister Sue	Lab X	10 weeks	11/3/09
41127	m		x		Koda	Aussie X	3 Years	11/3/09
41170	M		x		Ty	Lab / Shep X	10 months	11/4/09
41154	f			x	Arrowhead	DSH	8 weeks	11/5/09
41100	f		x		Mercedes	Schipperke	adult	11/5/09
41136	f		x		Suzie	Lab X	10 weeks	11/7/09
41137	m		x		Austin	Chocolate Lab / Pit	12 weeks	11/7/09

Contract #	Sex	Cat/Dog	Dog	Cat	Name	Breed	Age	Date Adopted
40648	f			x	Puff	DMH	2 weeks	11/7/09
41173	m			x	Magic	DSH	2 weeks	11/7/09
41174	f			x	Muffin	DSH	2 weeks	11/7/09
41165	m		x		Frankie	Husky / Shep	6 months	11/7/09
41107	f		x		Peanut	Shep X	10-12 weeks	11/7/09
41139	f		x		Scratch	Lab (?) x	10 weeks	11/7/09
41140	f		x		Sniff	Lab (?) x	10 weeks	11/7/09
41016	m		x		Snoopy	Beagle X	9 months	11/7/09
41138	m		x		Dozer	Rott X	8 weeks	11/7/09
41168	f		x		Ginger	Shep X	6 months	11/7/09
41128	m		x		Lucky	Aussie X	1 year	11/7/09
41147	f			x	Shelly	DSH	5 months	11/7/09
41166	f		x		Lexi	Pit X	16 weeks	11/8/09
41135	f		x		Selma	Lab X	10 weeks	11/10/09
41142	m		x		Washburn	Terrier X	3 years	11/10/09
41133	f		x		Gemini	Corgi X	2 years	11/11/09
40652	f			x	Juliet	DSH	4 weeks	11/12/09
41235	f		x		Daisy	Chi / heeler	6 mo	11/13/09
41196	m		x		Coco	Min / Chi	6 months	11/13/09
41221	f		x		Maxine	Cattledog X	adult	11/13/09
41210	f		x		Peppermint Patty	Shep X	3 months	11/13/09
41212	f		x		Fruit Loop	Shep X	3 months	11/13/09
41213	f		x		Skittles	Shep X	3 months	11/13/09
41229	m		x		Mylo	Shih Tzu	1 1/2 years	11/13/09
41129	f		x		Bella	Rott X	1 year	11/14/09
41022	f		x		Kiely	Shiba X	adult	11/14/09
41184	f			x	Sofie	DSH	5 months	11/14/09
41183	f			x	Rosa	DSH	5 months	11/14/09
41231	f		x		Cleo	Boston X	8 months	11/14/09
41232	f		x		Jinx	heeler X	1 year	11/14/09
41209	m		x		Shadow	Rott X	13 weeks	11/15/09
41234	f		x		Iris	Chihuahua	8 years	11/15/09
41101	m		x		Rocky	Aussie X	adult	11/17/09
	female		x		Pepper	Schnauzer X	2 years	11/21/09
41276	f			x		DSH	5 months	11/21/09
41223	f		x		Rug Rat	Cattle dog X	1 year	11/21/09
41259	f		x		Angel	Boxer X	6 months	11/21/09
41266	f		x		Rooroo	Lab / Hound	1 year	11/21/09
41268	m		x		Elliott	Blue Tick Coonhound	3 months	11/21/09
41267	m		x		Chester	Blue Tick Coonhound	3 months	11/21/09
41260	m		x		Clyde	Shar Pei X	4 months	11/21/09
41204	f		x		Charlie	Spaniel Mix	young adult	11/21/09
41264	f		x		Lady	Lab X	10 months	11/21/09
40383	m			x	Bruce	DSH	young adult	11/21/09
41287	f		x		Scarlett	Great Pyranees / Lab	10 weeks	11/22/09
41283	f		x		Lacie	Great Pyranees / Lab	10 weeks	11/22/09
41289	f		x		Ashley	Great Pyranees / Lab	10 weeks	11/22/09
41208	m		x		Cruise	Rott X	13 weeks	11/22/09
41296	f		x		Suzie	Lab	20 weeks	11/24/09
41279	f		x		Mammy	Great Pyranees / Lab	10 weeks	11/24/09
41288	f		x		Bonny Blue	Great Pyranees / Lab	10 weeks	11/24/09
	female		x		Pebbles	Sheltie/Corgi X	1 year	11/25/09
41167	f		x		Wiggles	Pit Bull	adult	11/25/09
40657	f			x	Florence	DSH	2 days	11/25/09
41277	m		x		Brutus / Maverick	Chihuahua	adult	11/26/09

Contract #	Sex	Cat/Dog	Dog	Cat	Name	Breed	Age	Date Adopted
41254	m		x		Teddy	Shar Pei/Hound X	5 months	11/26/09
41646	f		x		Rooroo	Lab / Hound X	1 year	11/26/09
40656	m			x	Fonzi	DSH	2 days	11/27/09
41263	f		x		Roxy	Heeler / Rott X	1 year	11/28/09
41150	m			x	Heart	DMH	5 months	11/28/09
41270	m			x	Malone	DLH	3 1/2 months	11/28/09
41269	m			x	Bosley	DLH	3 1/2 months	11/28/09
41261	m		x		Harley	Lab X	10 months	11/29/09
41271	m		x		Rex	Collie X	11 months	11/29/09
41222	f		x		Tic Tac	Heeler / Cattle	9 months	11/29/09
41272	f			x	Bianca	DLH	adult	11/29/09
41675	f		x		Stray	Chow X	adult	11/30/09
41074	f			x	Sascha	DSH	young adult	12/1/09
41680	f		x		Izzy	Cairn Terrier X	adult	12/1/09
41185	m		x		Drake	Blue Heeler X	young adult	12/1/09
41682	f		x		Petal	Boxer X	young adult	12/5/09
40651	m			x	Oreo	DSH	4 weeks	12/6/09
	male		x		Toby	Min Pin	2-3 years	12/8/09
41677	m		x		Wesley	Shep X	adult	12/9/09
41685	f			x	Kitten	DMH	10 weeks	12/10/09
41683	f		x		Roxy	Heeler / Rott X	1 year	12/10/09
41223	f		x		Rug Rat	Cattle dog X	1 year	12/12/09
41671	f			x	Sasha	DSH	5 months	12/12/09
41671	f			x	Sable	DSH	5 months	12/13/09
41700	m				Bandit	Shep x		12/15/09
40701	f				Molly	DMH		12/15/09
41156	m				Sling Shot	DSH		12/20/09