

State of Connecticut
Department of Consumer Protection/Office of the Attorney General
P.O. Box 120
55 Elm Street
Hartford, CT 06141-0120
Telephone (860) 808-5030

Confirmation of filing of Solicitation Notice
Under Connecticut General Statutes Section 21a-190f
Solicitation of Charitable Funds Act

SHARE GROUP, INC.
99 DOVER STREET
SOMERVILLE MA 02144-

Date Solicitation Notice Filed: April 23, 2004

Organization Name: THE HUMANE SOCIETY OF THE UNITED STATES

Charitable Organizatin Registration Number: 6769

Soliciting to begin: 5/12/2004

Soliciting to end: 12/31/2004

Your solicitation notice stated that the minimum percentage of the gross receipts guaranteed to the organization by contract is: 0.00%

Any material change in any information filed with the department pursuant to this solicitation campaign shall be reported in writing by the paid solicitor to the department not more than seven days after such change occurs.

Campaign Number: 3420

COPILEVITZ & CANTER, LLC

ATTORNEYS AT LAW

423 W. EIGHTH STREET
SUITE 400
KANSAS CITY, MISSOURI 64105
(816) 472-9000 • FAX (816) 472-5000
EMAIL copcankc@cckc-law.com

April 20, 2004

Mr. Reid Parrington
Assistant Attorney General
Public Charities Unit
55 Elm Street
Hartford, CT 06106

Re: *Share Group, Inc. / Humane Society of the United States*

Dear Mr. Parrington:

Enclosed please find a solicitation notice and contract for the campaign Share Group, Inc. intends to conduct on behalf of the above referenced charitable organization. Please make this contract a part of the registration file for Share Group, Inc.

Thank you for your attention to this matter. Please feel free to contact me should you have any questions regarding this matter.

Very truly yours,



Rose M. Whitsitt
Legal Assistant
For the Firm

:rmw
Enclosure

3420

APR 23 2004
PUBLIC CHARITIES UNIT

SOLICITATION NOTICE

INSTRUCTIONS:

This notice must be filed with the Department of Consumer Protection, Public Charities Unit not less than 20 days prior to the start of the solicitation campaign. All sections should be fully completed or marked N/A if they do not apply. You must provide Connecticut Registration numbers for the solicitor and charitable organization. Names in sections 1 and 2 must be as on file with the Public Charities Unit. Mail completed Solicitation Notice with attachments to: Public Charities Unit, c/o Office of the Attorney General, 55 Elm Street, P.O. Box 120, Hartford, CT 06141-0120.

1. Name and Address of Paid Solicitor
Share Group, Inc.
99 Dover St.
Somerville, MA 02144
Connecticut Paid Solicitor Registration
Number: 5409 - 80125

2. Name and Address of Charitable Organization
THE HUMANE SOCIETY OF THE UNITED STATES
700 Professional Dr. Gaithersburg MD 20879
Connecticut Charitable Organization Registration
Number: 6769

3. Date soliciting will begin: 5/18/04 Date soliciting will end: 12/31/2004

4. Minimum percentage of gross receipts guaranteed to charitable organization by contract: -0- %

5. Soliciting will be conducted by: (check all that apply)
Telephone Electronic media (TV, radio) _____ Door-to-door _____
Mail _____ Print media (magazines, newspapers) _____ Other (describe) _____

6. If soliciting will be conducted by telephone, state the address and telephone number for each location from which calls will be made, and the name of the office manager or other person in charge at each location. If more than two locations, continue on a separate sheet.
Address: See attached list of phone room Address _____
locations and managers
Phone no. _____ Phone no. _____
Man. _____ Manager _____

7. Will the solicitation campaign include the sale of goods or services? Yes No
If yes, check all of the following that apply:
Tickets to an event or performance _____
Advertising space in a program book, journal or other publication _____
Other (describe) _____

8. If tickets to an event or performance will be sold, state: date of event _____
location of event N/A type of event _____

9. For oral solicitations, attach a copy of the text or script.
10. Attach a complete copy of the written pledge confirmation mailing including the receipt or invoice.

11. Is the contract between the paid solicitor and the charitable organization already on file? Yes No
If no, the contract needs to be filed with this notice.

12. State the account number and location of each bank account where receipts for the solicitation campaign will be deposited. If there are more than two accounts, continue on a separate sheet.
Account Number See attached list of banking Account Number _____
Bank Name information Bank Name _____
Address _____ Address _____
City, State, Zip _____ City, State, Zip _____

13. List the names and complete residence addresses of all individuals who will solicit during the campaign. If more space is needed, continue on a separate sheet.

Names:

Addresses:

See attached list

14. Have any of the persons listed in response to no. 6 or no. 13 ever been convicted by a court of any state or the United States of any felony, or of any misdemeanor involving dishonesty or arising from the conduct of a solicitation for a charitable organization or charitable purpose? Yes No

If yes, attach a detailed explanation.

Any material change to the information provided in this notice must be reported to the Department of Consumer Protection, Public Charities Unit within seven days.

Certification by Paid Solicitor

Susan Meehan
Signature of paid solicitor officer

Susan Meehan,

Vice President

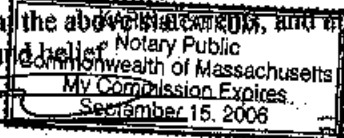
3/25/04
Date

Print name and title

Before me personally appeared Susan Meehan, the signer of the foregoing Solicitation Notice, who has acknowledged him/herself as such officer of the said organization, and as such officer being authorized to do so, has read the foregoing Solicitation Notice, and has before me deposed and said that the above information, and all attachments, are true and correct to the best of his/her knowledge and belief.

Signed:

[Signature]
Notary Public



3/25/04
Date

(seal)

Certification by Charitable Organization

1. G. Thomas Wark, III
Print name

CFO/Treasurer
Title

of THE HUMANE SOCIETY OF THE UNITED STATES, under penalty of false statement,

Name of charitable organization

hereby certify that I am authorized to sign this certification and that the statements made in the foregoing Solicitation Notice and all attachments, including samples of printed solicitation material and the text or script of any oral solicitation, are true and correct to the best of my knowledge and belief.

Signed:

G. Thomas Wark, III

Date: 3/16/04

LIST OF PHONE ROOM DIRECTORS

Linda Harke
45 Reservoir Road

Phone Room Director
Leeds, MA 01053

Masud Haneef
15 Nasir Ahmad Road

Phone Room Director
Canton, MA 02021

Shawn Griffin
3206 Carlton Avenue

Phone Room Director
Temple Hills, MD 20748

LIST OF PHONE ROOM LOCATIONS

99 Dover Street	Somerville, MA 02144	(617) 629-4500
100 University Drive	Amherst, MA 01002	(413) 549-2061
1000 Connecticut Avenue, NW	Washington, DC 20036	(202)-223-3444

LIST OF BANKS

Allfirst Bank
1350 I Street, 2-nd Floor
Washington, DC 20005
#: 895-11906

METHOD OF COLLECTION

100% of the funds raised go directly to the non-profit/charitable organization. Share Group, Inc. does not have custody or control of contributions at any time.

LIST OF SOLICITORS



SHARE

99 Dover Street
Somerville, MA 02144
Telephone: 617.629.4500
Facsimile: 617.629.4510

M2.3_090303

LETTER OF AGREEMENT

This Fundraising Agreement (the "Contract") is entered into by and between Share Group, Inc. ("Share") with its principal office at 99 Dover Street, Somerville, MA 02144 and The Humane Society of the United States ("The HSUS" or "Client") of 700 Professional Drive, Gaithersburg, MD 20879.

1. Term

The term of this Contract is from January 1, 2004 to December 31, 2004 (the "Term").

2. Share's Responsibilities

A) During the Term, Share will engage in a telephone fundraising program, consisting of one or more projects for the benefit of The HSUS (the "Campaign"), subject to and in accordance with the provisions of this Contract. Share will write and produce all scripts and other materials for the Campaign and reproduce training packets from the materials and information provided by The HSUS. The HSUS will have final approval over the script, letters and all materials sent or otherwise presented to donors. Share will ensure that all materials and all calls accurately reflect the mission, campaign issues, calls to action, programs and goals of The HSUS.

B) As part of the services covered in its fee, Share will provide:

- 1.) Callers;
- 2.) Project management;
- 3.) Data entry and list management, as needed;
- 4.) Electronic telephone number match, included with The HSUS' pledge fee;
- 5.) Written performance reports in Share's standard format;
- 6.) Calling space, telephones and supporting equipment and materials;
- 7.) Long distance and local telephone charges;
- 8.) Initial handling of credit card pledges;
- 9.) A fulfillment program consisting of a pledge confirmation packet and three reminder mailings, with an optional fourth reminder at the discretion of Share and The HSUS, including postage;
- 10.) Quality control calls.

C) Refer to Exhibit C

D) Share will brief callers to ensure that they are knowledgeable of the mission, campaign issues, programs, goals, program and financial needs of The HSUS. The briefing will consist of one hour per caller before calling begins for each project during the Term and up to 2 additional hours per caller throughout each project.

E) Refer to Exhibit C

F) Share is responsible for compliance with all state or local charitable solicitation laws and regulations applicable to persons engaged as professional fundraisers/solicitors and will use its best efforts to assure continuing compliance with all such laws and regulations. In performing services under this Contract, Share will act in accordance with prevailing ethical standards applicable to Share's usual conduct and to the customs and practices of persons engaged as professional fundraisers/solicitors.

3. Client Responsibilities**A) The HSUS will:**

- 1.) Provide Share a database of names and donor history of persons to be called (the "Database") on an ASCII fixed field length format. The Database will be provided to Share one week before calling is scheduled to begin.
- 2.) Approve or revise caller scripts within 48 hours of receiving them;
- 3.) Provide support literature and information about programs and activities as requested by Share;
- 4.) Provide a senior official of The HSUS who will either attend, in person, a briefing session for the callers or participate by speaker phone as part of a caller training program.
- 5.) If The HSUS does not have a credit card merchant account, The HSUS will establish one and have it available for use at least one week before calling is scheduled to begin.

B) The HSUS shall provide Share with information (i.e., name; ID#; gift amount) on any pledges received during the Term, directly or indirectly from the names on the database for this Campaign. Share's access to this information on a timely basis will greatly impact the Campaign's final fulfillment and The HSUS's total dollars raised.

C) The HSUS shall cooperate in all reasonable respects with Share's efforts to comply with all state or local charitable solicitation registration and reporting requirements, including the filing of Notices of Solicitation in those states requiring them, and any and all interim or final Campaign Financial Reports. In order to comply with these requirements,

Share may request The HSUS to provide, among other things, a listing of its current registration status, banking information, signatures, gross receipts and expense information from the Campaign stipulated in this Contract, and any other information pertinent to registration requirements not available to Share from any other source. The HSUS agrees to provide such signatures and information within 15 days from the receipt of any such written request and Share will use its best efforts to make all such requests with sufficient lead time to permit The HSUS to reasonably respond.

4. Fees, Expenses and Other Charges

The HSUS agrees to pay Share the following:

A) Fees:

\$49 per calling hour and \$2.55 per specified pledge for all \$15+ Sustainer Invitation, Sustainer Conversion and Additional Gift calling; \$45 per calling hour for Sustainer Upgrade calling; \$43 per calling hour and \$2.55 per specified pledge for all Lapsed Renewal (13-24 mo.) and Low-Dollar \$10-14 Sustainer Invitation; \$40 per calling hour and \$2.55 per specified pledge for all Reinstatement (25+ mo.) and Prospecting calls; and \$3.25 per contact for any "pre-mail" phone calls.

- B) The HSUS agrees to pay Share \$25 per briefing hour on all programs. Share shall not charge The HSUS for more than 50 briefing hours per program. Additionally, a cap of 200 briefing hour per year is effective for the length of this contract.
- C) On a program-by-program basis, and with prior approval by The HSUS, Share will obtain donors' email addresses for a charge of \$.30 per email address captured.
- D) On a program-by-program basis, and with prior approval by The HSUS, Share will accept unspecified pledge for a charge of \$1.00 per unspecified pledge.
- E) On a program by program basis, and with prior approval by The HSUS, Share will generate and mail out a 4th reminder for any unfulfilled pledge on any program conducted during this contract term, at a cost of \$.54 per reminder.
- F) The HSUS also agrees to pay the following additional expenses, which Share may incur with third party vendors, on The HSUS's behalf, with prior approval from The HSUS:
 1. any additional computer services requested by The HSUS, including: any computer conversion costs due to the database format not meeting Share specifications as outlined in Share's "Computer Specifications" (see Exhibit B);
 2. the rental or purchase costs of any lists, should The HSUS choose to have Share provide these.
 3. Manual phone look up costs of \$.40 per name searched (\$50+ names).

G) The HSUS will be invoiced on a weekly basis. Invoices are due within fourteen days of receipt.

5. Charitable Purpose

The Humane Society of the United States is dedicated to educating the public about the need to eliminate all forms of animal cruelty, abuse, neglect, and exploitation as it relates to companion animals, farm animals, laboratory animals, and wildlife in the United States.

6. Compliance with State Statutes -- "The Fine Print"

This Contract is subject to the provisions of statutory law and the implementing regulations applicable to the solicitation of contributions and funds for charitable organizations that are in effect in each of the States of the United States, as amended, from time to time. The terms and conditions required to be incorporated into this Contract by the provisions of State law at this time are contained in **Exhibit A**, which is attached and incorporated herein by reference. To the extent that any of the terms and conditions set forth in the body of this Contract conflict with the terms and conditions set forth in **Exhibit A**, the terms and conditions set forth in **Exhibit A** shall control.

7. Collection and Disclosure of Data; Use of Client Name and Confidentiality

- A) The member names, donor information and all material generated for and by this Campaign (the "Data") are confidential and the Data, name, logo, and service mark(s) of The HSUS are the exclusive property of The HSUS. Their use by Share is strictly limited to Share's performance of its responsibilities under this Contract in the manner authorized by The HSUS and in accordance with The HSUS's Campaign needs. They will be returned to The HSUS upon termination of the Contract and Share will not retain any copy, except as may otherwise be required by applicable state regulations.
- B) Share will maintain a record of all contacts, address and phone number changes (the "Record"). At the end of the Campaign, or more frequently based upon a schedule agreed to between Share and The HSUS, an updated database containing the Record will be returned to The HSUS via electronic transmission. Except as Share is required by applicable state regulations, Share will not retain any copy of the Record.

8. Understandings Governing this Agreement

- A) To the extent this Contract is *not* governed, with respect to conduct or activities relating to charitable solicitation in a particular state, by the law of that state, this Contract is made subject to, shall be construed in accordance with and be governed by, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. Any clause that does not conform to such laws shall be void and said laws shall be operative in lieu of such clause. The waiver by either party of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach. No assignment of this Contract or the rights or obligations hereunder shall be valid without the specific written consent of both parties hereto. This Contract may be amended only by an instrument in

writing, signed by both parties.

- B) This Contract contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, expressed or implied, oral or written, except as contained herein. The provisions of this Contract are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

9. Agreement to Submit to Arbitration

The HSUS and Share agree that all claims and disputes arising out of this Contract which the parties are unable to resolve themselves, shall be submitted to binding arbitration, in accordance with the rules and practices of the American Arbitration Association. There shall be one arbitrator, mutually agreed upon by the parties and the arbitration shall take place in Massachusetts.

10. Deposit of Funds

All of the receipts from contributions made as a result of this fundraising Campaign will be paid directly to the account of The HSUS and will be deposited in an account of The HSUS. At no time will Share have custody of or control over the funds raised.

11. Cancellation Clause

Either party may cancel this Contract at any time. Upon cancellation, all fees and expenses owed to Share, including any of Share's set-up expenses (i.e., printing, paper,) and all calling fees incurred at that time shall be paid immediately. Any expenses covered in this contract that are not yet incurred, and stages and programs not yet carried out at the time of cancellation, shall be waived should The HSUS cancel. As long as Share continues to receive fulfillment information from The HSUS after the program has been canceled, Share will continue to send out first and second and third reminders to all outstanding pledges.

12. Purpose of this Agreement

A) The HSUS enters into this Contract with Share in order to combine the functions and expenses of public education, program service, and member renewal, all as to advance the mission, campaign issues, programs and goals of The HSUS. All printed matter shall provide information and material about The HSUS, include, from time to time, as may be appropriate, educational material, statements of the mission, calls to action, campaign issues, programs and goals, and explanation of the process by which The HSUS hopes to accomplish its objectives. The opportunity to develop and distribute such material, together with the media produced and utilized by Share, is a material inducement for The HSUS to enter into this Contract.

B) All oral presentations and printed material shall either be created by The HSUS and/or developed by Share to stress the above and foregoing program service information, calls to action and public education function.

13. Other

Additional provisions (if any) regarding this Contract are described with particularity in Exhibit B and Exhibit C, which is attached and incorporated herein by reference.

We agree to the within stated terms:

For SHARE GROUP, INC.
United States

By [Signature]
Dennis J. McCarthy
President
Date: 12-5-03

By [Signature]
Susan Meehan
Chief Operating Officer
Date: 12-5-03

For The Humane Society of the

By [Signature]
Signature / Date

G. Thomas Waik, III
Name (please print)

Treasurer, CFO
Title (please print)

By _____
Signature / Date

Name (please print)

Title (please print)

For purposes of State registration two (2) CLIENT signatures are needed.

[Handwritten initials]

(O:/groups/ops/shared/registra/loa/mailmexg2.3)
[Killer Bs/FPE/HW/10/20/03]

SHARE GROUP, INC. shall, pursuant to the HSUS Board Resolution entitled "A Plan for the Implementation of Jointly Conducted Activities of The Humane Society of the United States" adopted November 6, 1998, endeavor to select those individuals who have a predetermined need or interest in an HSUS program where a program appeal or a joint program/fundraising appeal is being conducted.

EXHIBIT A
TO
LETTER OF AGREEMENT
BETWEEN

Share Group, Inc. And The Humane Society of the United States

PROVISIONS OF STATE LAW APPLICABLE TO THIS CONTRACT

A) The parties agree that to the extent that this Contract is performed, applied, interpreted or enforced within the jurisdiction of the following states, it will be subject to the appropriate provisions of law listed below for the purposes of that state. All estimates and assumptions of the parties with respect to projected contact rates, participation rates, average pledge amounts, fulfillment rates, and the compensation that will be paid to the charitable organization are based on industry standards and the experience of the parties during previous fundraising campaigns.

B) Unless otherwise stated or required by the law of any state, the effective date of this Contract shall be the first day of the Term and it shall terminate as of the close of business on the last day of the Term. Unless otherwise stated, for any state that requires a guarantee that a minimum percentage of the gross revenue shall be paid to The HSUS the parties agree that the gross minimum guarantee shall be one percent (1%) of the gross receipts.

C) Specific State Provisions

1. For the purposes of the State of Colorado, the following shall apply:

The term of this Contract shall be January 1, 2004 to December 31, 2004. The HSUS shall receive as a result of this solicitation campaign a minimum of One percent (1%) of the gross revenue raised pursuant to this Contract. A reasonable estimate of the gross revenue that Share shall receive is 50 percent (50%). This is an estimated percentage based upon previous experience with similar campaigns conducted by Share with a potential gross amount raised in excess of 975,000. This shall not affect compensation provisions as listed in this Contract. The Humane Society of the United States is dedicated to educating the public about the need to eliminate all forms of animal cruelty, abuse, neglect, and exploitation as it relates to companion animals, farm animals, laboratory animals, and wildlife in the United States.

2. For the purposes of the State of Connecticut, the following shall apply:

The HSUS shall receive as a result of the solicitation campaign, a minimum guarantee of Zero percent (0%) of the gross revenue raised pursuant to this contract dated January 1, 2004.

3. For purposes of the State of Florida, the contract shall be modified to add the following section:

The Humane Society of the United States is dedicated to educating the public about the need to eliminate all forms of animal cruelty, abuse, neglect, and exploitation as it relates to companion animals, farm animals, laboratory animals, and wildlife in the United States.

4. For purposes of the State of Georgia, the contract shall be modified to add the following section:

This is not a percentage-based contract. However, it is estimated that The HSUS shall receive as a result of this solicitation campaign One percent (1%) of gross revenue. This estimated percentage is based on projected figures for number of contacts, average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards and the experience of similar campaigns conducted by Share. All financial arrangements as stated in this Contract dated January 1, 2004 to December 31, 2004, shall remain in effect and unchanged. The HSUS is guaranteed to receive a percentage of the actual gross revenue that is not less than this reasonable estimate less ten percent (10%) of gross revenue.

5. For purposes of the State of Hawaii, the contract shall be modified to add the following section:

It is estimated that The HSUS shall receive as a result of this solicitation campaign a minimum of One percent (1%) and Share shall receive 50 percent (50%) of all funds raised pursuant to this Contract. These are estimated percentages based upon previous experience of similar campaigns conducted by Share with a potential gross amount raised in excess of 975,000. This shall not affect compensation provisions as listed in this Contract, dated January 1, 2004.

6. For purposes of the State of Illinois, the contract shall be modified to add the following section:

The term of this Contract shall be January 1, 2004 to December 31, 2004. Share shall be authorized by The HSUS to conduct solicitations on a nationwide basis for the purposes of the terms of this Contract. Share projects 975,000 in gross revenue to be raised from this campaign. Share estimates expenses related to the campaign to be 487,500. The estimated figures are based upon experience of similar campaigns conducted by the Share. This shall not affect any of the other terms including compensation as set out in this Contract. The books and records of fundraising activities shall be kept at the following addressee(s): Share Group, Inc., 99 Dover St., Somerville MA 02144

7. For purposes of the State of Indiana, the following shall apply:

A reasonable estimate of the gross revenue that The HSUS shall receive is 50 percent (50%). This is an estimate based upon the experience of similar campaigns conducted by Share. This shall not affect compensation provisions as listed in this Contract, dated January 1, 2004. The average percentage of gross contributions received by sponsoring organizations as a result of campaigns conducted by Share in the three years preceding this contract is 49 percent (49%).

8. For the purposes of the Commonwealth of Kentucky, the following shall apply:

The HSUS shall receive as a result of this solicitation campaign a minimum of One percent (1%) of the gross revenue raised pursuant to this Contract, dated January 1, 2004. This is an estimated percentage based upon the experience of similar campaigns conducted by Share. This shall not affect compensation provisions as listed in this Contract.

9. For purposes of the State of Maryland, the following shall apply:

The minimum percentage of gross receipts from fundraising from the State of the Maryland which shall be realized by the charitable organization exclusively to advance its programmatic charitable purpose is One percent (1%) of the gross revenue raised pursuant to this Contract, dated January 1, 2004. This shall not affect any of the other terms including compensation as set out in this Contract.

10. For purposes of the Commonwealth of Massachusetts, the following shall apply:

(a) The minimum percentage of gross receipts from fundraising from the State of Massachusetts after all expenses are paid which shall be realized by the charitable organization is One percent (1%) of the gross revenue raised pursuant to this Contract, dated January 1, 2004.

(b) All oral presentations to be used by Share (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by The HSUS.

(c) The parties to this Contract project total expenses in the amount of 487,500 and total revenue in the amount of 975,000. These estimated figures are based upon experience of similar campaigns conducted by Share. Share shall submit reports to The HSUS on a regular basis showing actual expenses and revenues for the solicitation campaign.

11. For the purposes of the State of Mississippi, the following shall apply:

(a) Solicitation activity is to commence within the State of Mississippi ten working days after the Contract is received by the Office of the Secretary of State.

(b) All oral and written presentations to be used by Share (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by The HSUS. Solicitation activity and the Contract will terminate on December 31, 2004 within the State of Mississippi.

(c) The Humane Society of the United States is dedicated to educating the public about the need to eliminate all forms of animal cruelty, abuse, neglect, and exploitation as it relates to companion animals, farm animals, laboratory animals, and wildlife in the United States.

(d) The address of Client is: 700 Professional Drive, Gaithersburg, MD 20879

12. For the purposes of the State of New Hampshire, the following shall apply:

(a) The HSUS shall receive as a result of this solicitation campaign a minimum of One percent (1%) of gross revenue. This is an estimated percentage based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards.

(b) This shall not affect compensation provisions as listed in this Contract dated January 1, 2004 to December 31, 2004. All financial arrangements as stated in this Contract dated January 1, 2004 to December 31, 2004, shall remain in effect and unchanged. The actual percentage going to The HSUS shall not be less than the estimated percentage minus ten percent of the gross revenue.

(c) The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole, exclusive property of The HSUS with no rights to transfer, sell, rent, or otherwise cause to be used except by The HSUS.

13. For the purposes of the State of New York, the contract shall be modified to add the following section:

(a) Contract will commence on January 1, 2004 within the state of New York and Contract will terminate on December 31, 2004 within the state of New York.

(b) Charity's Right to cancel this Contract: It is understood by both parties that the charitable organization has the right under New York State law to cancel this Contract and that the charitable organization does not have to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between parties. Therefore, the charitable organization may cancel this contract without cost, penalty or liability if the charitable organization notifies Share in writing as provided below.

(c) Period under which Contract may be cancelled: If Share is registered with the New York State Office of the Attorney General Charities Bureau the charitable organization may cancel this Contract at any time up to and including the fifteenth day after this Contract was filed by Share with the New York State Office of the Attorney General Charities Bureau. If, however, Share is not registered with the New York State Office of the Attorney General Charities Bureau at the time this Contract is signed, the charitable organization may cancel at any time after it is signed.

(d) Procedure for canceling this Contract: The charitable organization may cancel this Contract by giving Share written notice of cancellation. This notice can be in the form of a letter indicating that the charitable organization does not intend to be bound by the Contract. The notice of cancellation may be hand-delivered or mailed to Share. If mailed, it must be sent to the Share Group, Inc. 99 Dover Street, Somerville, MA 02144.

(e) The charitable organization must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

New York, (Continued)

Charities Bureau,
Office of the Attorney General
The Capitol
Albany, NY 12224.

(f) When cancellation is effective: If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to Share. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailed box.

14. For the purposes of the State of North Carolina, the following shall apply.

The HSUS shall receive a minimum of One percent (1%) of gross receipts. This shall not effect the compensation provision as listed in this Contract. All financial arrangements as stated in this Contract shall remain in effect and unchanged.

15. For the purposes of the State of Ohio, the following shall apply:

The HSUS shall receive as a result of this solicitation campaign One percent (1%) of gross revenue. This is an estimated percentage based on projected figures for average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect compensation provisions as listed elsewhere in the Contract dated contract date. All financial arrangements as stated in this Contract dated January 1, 2004 to December 31, 2004, shall remain in effect and unchanged. The HSUS is guaranteed to receive a percentage of the actual gross revenue that is not less than ninety percent (90%) of the amount of the reasonable estimate of that percentage.

16. For the purposes of the State of Oregon, the following shall apply:

(a) The HSUS shall receive as a result of this solicitation campaign a minimum guarantee of One percent (1%) of gross funds solicited. All financial arrangements as stated in this Contract dated January 1, 2004 to December 31, 2004, shall remain in effect and unchanged.

(b) Share projects 975,000 in gross revenue to be raised from this campaign. Share estimates expenses related to the campaign to be 487,500. This shall not affect any of the other terms including compensation as set out in this Contract.

17. For the purposes of the Commonwealth of Pennsylvania, the following shall apply:

(a) Guarantee to Client: The HSUS shall receive as a result of this solicitation campaign, a minimum guarantee of One percent (1%) of gross revenue. This shall not affect compensation provisions as listed in this Contract dated January 1, 2004 to December 31, 2004. All financial arrangements as stated in the contract dated January 1, 2004 to December 31, 2004, shall remain in effect and unchanged.

(b) Percentage to Professional Solicitor: The HSUS agrees that Share shall be compensated pursuant to the terms of this Contract which is estimated to be 50 percent (50%) of gross revenue. This estimated percentage is based on projected figures for average pledge amount, participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect compensation provisions as listed in this Contract dated January 1, 2004 to December 31, 2004. All financial arrangements as stated in this Contract dated January 1, 2004 to December 31, 2004, shall remain in effect and unchanged.

(c) Solicitation activity is to commence within the Commonwealth of Pennsylvania ten working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organization and/or is approved by the Department of State Bureau of Charitable Solicitations.

(d) Solicitation activity and the Contract will terminate on December 31, 2004 within the Commonwealth of Pennsylvania.

(e) The Humane Society of the United States is dedicated to educating the public about the need to eliminate all forms of animal cruelty, abuse, neglect, and exploitation as it relates to companion animals, farm animals, laboratory animals, and wildlife in the United States.

(f) The address of Client is: 700 Professional Drive, Gaithersburg, MD 20879

18. For the purposes of State of South Carolina, the following shall apply:

(a) The HSUS shall receive a minimum of One percent (1%) of collected revenues under this Contract. This shall not affect compensation provisions as listed in this Contract dated January 1, 2004 to December 31, 2004. All financial arrangements as stated in this Contract dated January 1, 2004 to December 31, 2004 shall remain in effect and unchanged:

(b) Location and Telephone number of phone room for this campaign.

Share calling center, 99 Dover Street, Somerville, MA 02144-617.629.4500

Share calling center, 100 University Drive, Amherst, MA 01002-413.549.2061

Share calling center, 1000 Connecticut Ave., NW, #900 Wash., DC 20036-202.223.3444

(c) Name and residence address of phone room managers:

Masud Haneef, 15 Nasir Ahmad Rd. Canton, MA 02021

Linda Harke, 45 Reservoir Rd, #2 Leeds MA 01053

Shawn Griffin, 3206 Carlton Ave., Temple Hills, MD 20748

19. For the purposes of the State of Utah, the following shall apply:

The HSUS shall receive as a result of this solicitation campaign One percent (1%) of gross revenue. This is an estimated percentage based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect compensation provisions as listed in this Contract dated January 1, 2004 to December 31, 2004. All financial arrangements as stated in this Contract dated January 1, 2004 to December 31, 2004, shall remain in effect and unchanged. The actual percentage going to The HSUS shall not be less than the estimated percentage minus Ten percent (10%) of gross revenue.

20. For the purposes of the State of Vermont, the following shall apply:

(a) Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within sixty (60) days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of gross receipts; and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this contract or to recover damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information.

(b) The percentages of contributions to be paid to The HSUS and Share as a result of this solicitation campaign is 50% and 50%, respectively, of gross revenue. While every project varies in result and yield, these estimated percentages are based on projected figures for average pledge amount, participation percentage, fulfillment percentage, industry standards and the experience of the parties during previous fundraising campaigns. This shall not affect compensation provisions as listed elsewhere in the contract dated January 1, 2004 to December 31, 2004.

(c) Share shall not restrict in any way the use by The HSUS of the list of donors to this solicitation campaign.

21. For the purposes of the State of Wisconsin, the following shall apply:

The HSUS shall receive as a result of this campaign One percent (1%) of gross revenue. This is an estimated percentage based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect compensation provisions as listed in this Contract dated January 1, 2004 to December 31, 2004. All financial arrangements as stated in this Contract dated January 1, 2004 to December 31, 2004, shall remain in effect and unchanged. The actual percentage going to The HSUS shall not be less than the estimated percentage minus Ten percent (10%) of the gross revenue.

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**EXHIBIT B
TO
LETTER OF AGREEMENT
BETWEEN
Share Group, Inc. And The Humane Society of the United States**

**SHARE GROUP, INC.
COMPUTER SPECIFICATIONS**

The following information should be helpful to your service bureau or computer department to ensure the prompt start-up of your program and a trouble-free exchange of data. The following sections describe the format in which to send your data and fulfillment data. Any technical questions about your data or fulfillment data may be directed to your Share Account Executive or Craig Albano, Director of Operations, at (617) 629-4567.

Data Procedures

Share maintains data files in FoxPro format, which is database management software similar to and compatible with dBASE, in a DOS environment. The data may be sent via modem, email, disk or tape. In order to load, setup, and analyze your list(s), our computer department requires a minimum of four (4) business days from when we receive your list(s) before we can begin calling the program. If your data does not include phone numbers, or if you are requesting that Share process a phone match for your data or other data appending, an additional three (3) days are required. Please follow the applicable procedures described on the following pages:

Modems

We support the modem transfer of your data. You will need a minimum of a 9600 baud modem, no parity, 8 bits, 1 stop bit and PKZIP to compress your file(s).

Email Attachments

All email accounts at share are constructed of the first initial of the user's first name then their last name followed by @sharegroup.com. Data can be sent in a variety of formats listed in this document. It is recommended to zip all files before attaching them to email.

Disk Specifications

Data files should be sent on DOS-formatted 5.25" or 3.5" diskettes, preferably double-sided/high density, but double-sided/double density are acceptable. MacIntosh diskettes must be formatted as PC-DOS-compatible disks. Ideally we'd like to receive data as database files (.DBF). If you do not have compatible database management software, data must be in either fixed-field or comma delimited ASCII format; please consult your software manual for details on how to accomplish this. Additional programming for non-compatible formats conversions will be billed an extra processing fee. To fit large files onto diskette, we recommend compressing/archiving them using the PKZIP program. (Copies of this shareware software may be obtained from the Share computer department.) Our experience has shown the DOS backup command to be unreliable and prone to unrecoverable data errors, so we strongly discourage its use. If your data does not fit on one diskette, PKZIP can be used to compress your data and back it up on multiple disks if necessary. Feel encouraged to contact Share for assistance. A file structure (see next page) must accompany your disk.

Removable Disk Media

Share is only able to accept ZIP cartridges if they contain DOS-formatted data. We cannot accept ZIP cartridges generated by MacIntosh or UNIX systems. Share is not able to read removable disk cartridges such as JAZ and SYQUEST, we can read a removable zip drive disk.

Tape Specifications

If necessary, Share can convert non-compressed data from standard magnetic tape formats to disk. We are able to process 9 track, 1600 or 6250 bpi density tapes, but we cannot process packed or binary fields. We are able to process both ASCII and EBCDIC files with a fixed record length (no variable length records), labeled or unlabeled tapes. Please include a file structure (see below) and indicate the block size and number of records. *We are not able to accept any type of tape other than 1/2 inch 9-track 1600 or 6250 bpi.*

File Structure

IMPORTANT:

Please include a brief description of each field in your file structure so that we can correctly identify the data in the file. Include information about the length of each field, as well as the total record length (in characters). If you use an internal ID number or other special fields to track individuals, send it as well. This information must accompany your data if you later intend to send fulfillment by disk using your ID number instead of Share's ID (please refer to following page).

Each record should include the following:

- Name (including title, first name, middle name, last name, and suffix)
- Address (including 2 address lines, city, state, zip, and plus4 if available)
- Phone number (when available)
- ID number (if applicable; should be unique and not change during the fulfillment cycle)
- Date and amount of most recent gift (if applicable)
- Date and amount of largest gift (if applicable)
- Source or segment code (if applicable)
- Any other data which will help us understand your list and call it more effectively such as: age, gender, marital status, total number of gifts, phone/mail responsive, etc.

Suppression Lists

In addition to your names, please provide Share with a list of people who you do not want called. This may include board members, special donors, or other people affiliated with your organization that have requested they not be called. Suppression lists can come directly from your organization or from in-house lists Share maintains (i.e. prior programs). Please contact Share if you have hardcopy printouts, many times these list can be converted to an electronic file for faster processing. Remember to include a file layout and include the following information:

- Name (including title, first name, middle name, last name, and suffix)
- Address (including 2 address lines, city, state, zip, and plus4 if available)
- Phone number (when available)
- ID number (if applicable)

Fulfillment Data Procedures

File Specifications

Please follow the earlier guidelines for sending gift updates to Share. If you use word processing software, please place all information for a record on the same line, separating the fields with commas, and then export the file to ASCII format. Please consult your manual for additional information on how to perform this procedure.

- We encourage you to send cumulative fulfillment data for all receipts since the first day of the phone campaign, including credit card fulfillment, in order to ensure the most complete and accurate processing and reporting possible.

If you have more than one phone campaign with Share, you can send separate data files or one file with all gift updates.

Corrections (i.e. name & address changes, pledge edits, etc.) must be sent in a separate file.

Each record should include the following:

Field Name	Field Description	Field Length	Format (Database files only)
LN	Last Name	20	Character
FN	First Name	25	Character
ADDRESS	Address	30	Character
CITY	City	18	Character
STATE	State	2	Character
ZIP	Zip code	5	Character
PHONE	Phone number	14	Character
PAYAMT	Amount of Receipt	9(2 after decimal)	Numeric(9999999.99)
PAYDATE	Date of Receipt	8	Date(MM/DD/YY)
IDNUM*	Share ID number	6	Character
IDNUMX*	Client ID number	10	Character
SOURCE	Your source Code	12	Character

*Include either IDNUM (Share's ID) or IDNUMX (Your ID), whenever possible we prefer the Share ID number. It is important to use Share's ID number for two reasons: to credit the appropriate donor and to verify whether the donor gave as a result of this phone campaign. If you do not have Share's ID number and you included your own ID number with the initial list of donor data prior to the start of calling, we will match on your ID number.

Hardcopy Specifications

With the availability of technology, Share tries to avoid data entering hardcopy fulfillment whenever possible. Consult you Account Executive and the data manager on the team you work with before the start of a campaign. Share can assist in caging or may be able to offer alternatives to hardcopy fulfillment.

If this is the only option, the hardcopy must only include receipts that have been received since your last copy of fulfillment data and must exclude credit card fulfillment. If you are sending slips, they must indicate the amount received, and the ID number and donor name must be legible. If you are sending a handwritten list or a printout, it must (at a minimum) include Share's ID number, your ID# (assuming Share has your ID#'s on file), the donor's full name, and the amount received.

Reminder Schedule

Unless you have specifically made other arrangements with your Share team manager, the reminder mailings or unfulfilled pledges are sent out on an automatic three-week cycle. For example, all the pledges from the first week of a calling program which are still not fulfilled will be sent a reminder mailing three weeks later, and again after 6 weeks from the date of the pledge. We care about maintaining good donor relations and about making your program as cost effective for you as possible. Thus it is very important that you provide

us with the fulfillment information promptly on a weekly basis; it must be received by Share every Friday. Otherwise, your fulfilled donors may receive an additional reminder.

ADDITIONAL COMPUTER SERVICES PRICE LIST

Built into the cost of each Share program is an ample complement of computer and database management services. If you require additional services, or if your data does not comply with our specifications (see the "Computer Specifications" sheet), we may be able to provide the services that you need. Special services not included in the standard program are billed as follows:

1. Non-standard data format:

a. The following formats will be accepted for your data at no extra charge:

DBF files (many programs can export this type)

ASCII files (fixed-field or quote/comma-delimited - many programs can export this type)

MS Excel (specify version)

b. Conversion of all other formats for your data will be billed at a rate of **\$80 per hour**. Share will quote an estimated price for the work before undertaking a project billed at an hourly rate. Because of the enormous amount of time and effort required for conversion, Word Perfect merge files and other word processing files cannot be accepted. Macintosh files must be ASCII files; all other Mac formats cannot be accepted. Please get data to share an additional three (3) days early if non-standard data format is being provided.

Note: Because of the short turnaround time, non-standard fulfillment data formats cannot be accepted.

2. File structure not available: **\$100**

3. Telephone number matching: **\$.05 per found name with a minimum charge of \$300**

4. Demographic data appending: **\$50 per 1000 names with a minimum charge of \$250**. Data includes age, gender, estimated income, length of residence, children's ages, dwelling size, credit card holder. The charge for this will be waived if Share does not find this information useful in performance tuning and segmentation.

5. Congressional district matching for grass-roots efforts (pass-throughs, mail-grams, fax-grams): **\$75 per 1000 names used with a minimum charge of \$250**. You are only charged for those names that are actually used.

6. Printing of labels: **\$50 set-up fee and \$.04 per label**

7. Printing of OCR readable reply devices: **increases the per pledge fee by 25%**

8. Any other printing or database management tasks, including, but not limited to: printing of non-standard reply devices, returning data to a client prior to the end of a program, non-standard deduping as well as any suppression requirements (excluding all legal suppression requirements): **\$80 per hour**. Share will always make a verbal estimated price quote for the work before undertaking a project billed at an hourly rate. A written estimate is available on request.

SHARE COMPUTER SPECS - QUICK REFERENCE

Data format (Options):

- ◆ DBF file
- ◆ ASCII file - fixed-field or quote/comma-delimited
- ◆ Excel file

Include file structure and explanation of individual fields.

Media:

- ◆ 3.5" or 5.25" DOS formatted disks
- ◆ 9-track tape, 1600 or 6250 bpi, fixed length record, ASCII or EBCDIC - No packed fields or variable length tapes
- ◆ Modeming: 9600 - 14400 baud, no parity, 8 bits, 1 stop bit, full duplex
- ◆ Email Attachment (attachment zipped)

Deadline:

- ◆ 10 business days ahead of program start (if phone match, demographic data, congressional information, or other data appending is desired);
- ◆ 5 business days ahead of program start (if no special processing required);
- ◆ Non-standard data formats add an additional three (3) business days.

Data content:

- ◆ *Name* (including title, first name, middle name, last name, and suffix)
- ◆ *Address* (including 2 address lines, city, state, zip, and plus4 if available)
- ◆ *Phone number* (when available)
- ◆ *ID number* (if applicable; should be unique and not change during the fulfillment cycle)
- ◆ *Date and amount of most recent gift* (if applicable)

- ◆ *Date and amount of largest gift (if applicable)*
- ◆ *Source (if applicable)*
- ◆ *Any other data which will help us understand your list and call it more effectively such as: age, gender, marital status, total number of gifts, phone/mail responsive*

**EXHIBIT C
TO
LETTER OF AGREEMENT
BETWEEN**

Share Group, Inc. And The Humane Society of the United States

ADDITIONAL PROVISIONS APPLICABLE TO THIS CONTRACT

Section 2 C

Unless otherwise specified, Share will print pledge forms and mail out all pledges within 24 hours of the date they were taken. For pledges taken on Friday and Saturday, pledge forms will be mailed out within 36 hours.

Section 2 E

Share will maintain a record of all contacts, address and phone number changes (the "Record"). At the end of the Campaign, or more frequently based upon a schedule agreed to between Share and The HSUS, an updated database containing the Record will be returned to The HSUS via electronic transmission. Except as Share is required by applicable state regulations, Share will not retain any copy of the Record.

A. Subcontracted Services

1. Certain telemarketing programs may be subcontracted by Share during the term of this contract. Share will continue to be responsible for the reporting of results as required by state agencies and other government entities.
2. The HSUS understands that there may be different levels of service and program results in subcontracted programs compared to those performed directly by Share. Nevertheless, Share will ensure that an acceptable level of service will be delivered to The HSUS by any subcontract firm. The HSUS will be informed when and if programs are being subcontracted and will have the opportunity to communicate directly with subcontract firm(s) personnel.
3. The pricing of subcontracted programs will depend upon the specific program, but will range from \$32 to \$38 per caller hour and \$2.55 per pledge to cover the cost of processing, printing and mailing pledge confirmations and reminders. In addition, there will be a start-up fee of \$750 for each new and different type of program during the contract year. Additionally, a cap of 5 start-up fee charges per year is effective for the length of this contract.

.....

SHARE GROUP FUNDRAISING SCRIPT

ABCD0101 -- Campaign Description

Bold language is standard Share language for all projects.

AE Seal of Approval: _____

Approval Date: 1/1/2004

INTRODUCTION

Hello, this is (FULL NAME) calling from Share on behalf of THE HUMANE SOCIETY OF THE UNITED STATES. This call may be monitored or recorded to ensure quality. I'm a paid solicitor, and the Share Group is a professional fundraiser, who will receive as costs, expenses and fees, a portion of the funds raised through this solicitation campaign.

APPEAL Issue -> Problem; Campaign -> Solution; Strategy -> Commitment

Thank you for your past support of the Wildlife Land Support. As a friend, you are probably aware of one of their main concerns: Scientists now estimate that 1/5 of all wildlife species on earth could disappear within 30 years, principally because their habitats are being destroyed by us faster than ever before. Last year more than 3 million acres were lost just to development. The HSUS Wildlife Land Trust is committed to establishing and protecting sanctuaries that will be protected from development and other uses harmful to wildlife.

WLT get no government support to do their work, and therefore must turn to committed individuals like you to help them protect existing sanctuaries and establish new ones. In order to do this, they have set up the Wildlife Land Trust Honor Society. To join the Honor Society, people agree to commit a small monthly contribution every month, so we have the long-term ability to do our job. It also allows WLT supporters to help out with a more generous gift, by spreading it out over the course of a year. Is that something you would be interested in?

TOP ASK (Make sure to ask high!)

We're asking everyone to help with a generous contribution of (3 x Most Recent Contribution (MRC) / minimum \$100), and a lot of people find it (affordable / convenient) to put their gift on (list cc's: MasterCard, Visa, etc). **Will you help with a gift of (3 x MRC) today / tonight, to help (restate appeal)?**

SECOND ASK (Give more good info / Restate urgency)

I understand, (repeat and reflect objection).

To date, HSUS' Wildlife Land Trust has had a lot of success. Some 60,000 acres of land are protected by the Wildlife Land Trust and there are many more potential sanctuaries in varying stages of being accepted. Each and every sanctuary will be a wildlife haven, safe from all harmful forms of human interference. But ensuring that new sanctuaries are protected properly, every land gift must be supported by financial resources for its long-term stewardship. That is why your support is so important today

Will you help with a gift of (2 x MRC / minimum \$50)?

THIRD ASK (Stay urgent -- give final, compelling reason to give!)

I understand.

You may be aware that most wildlife sanctuaries come from contributions of land given to us by individuals. It

is really heartening to read about some of the situations and stories that these folks relate to WLT, about why it is so important to help in this effort. You can read about these on our website, www.fwlt.org.

I understand that not everyone is interested in giving on a regular monthly basis

Last time you supported **THE HUMANE SOCIETY OF THE UNITED STATES**'s efforts with a gift of \$(MRC). We're asking everyone to increase their support by just \$5, which will make a huge difference in **The HSUS**'s work. **Can you help with a gift of (MRC + \$5, minimum \$25)?**

REFUSAL / E-MAIL ASK

Mr/s _____, I do appreciate your time and hopefully you can help at a later date. Before I let you go we are asking everyone for their e-mail address so **THE HUMANE SOCIETY OF THE UNITED STATES** can keep you better informed about the work they are doing. May I get your email address please?

CREDIT CARD ASK / CHECK CLOSE

Great, thank you so much for your gift of \$____, it will really help (re-state reason for appeal). **Which (credit) card would you prefer to use today/tonight** (optional: we accept MC, Visa, Amex, Disc, etc)?

For Vermont donors: Read – verbatim -- Vermont disclosure language which appears at the end of the script.

IF NO: The reason we ask is that processing gifts on credit card allows **THE HUMANE SOCIETY OF THE UNITED STATES** to put your money to work right away. (Wait for donor to respond).

IF STILL NO: I understand, we can send you a pledge confirmation. You will receive the envelope within about 3 or 4 days.

AFTER ALL PLEDGE INFORMATION IS RECORDED, AND THE HOME (check) or END (credit card) KEY HIT, RECORDING IS TRIGGERED AND CONFIRMATION SHOULD BEGIN:

(DIGITALLY RECORDED) PLEDGE CONFIRMATION

For Vermont donors: Read – verbatim -- Vermont disclosure language which appears at the end of the script.

1) CONFIRM PLEDGE AMOUNT AND TYPE

CHECK LUMP SUM PLEDGE: You have agreed to a pledge of \$____, is that correct? (You **MUST** get a positive response)

CREDIT CARD LUMP SUM PLEDGE: You have agreed to a pledge of \$____ on (card type). Is that correct. (You **MUST** get a positive response)

SUSTAINER PLEDGE: You have agreed to a donation of \$____ per (month / quarter) on (card type, EFT, check). Is that correct? (You **MUST** get a positive response)

2) CONFIRM METHOD OF PAYMENT AND CHECK RETURN DATE

CHECK PLEDGE "CLOSE": We'll send a return envelope to you immediately ... will you be able to return your gift as soon as you receive the envelope?

IF "NO": OK, can we count on you then to return your gift before (state specific date two weeks from today)?

IF "NO" again: we can accept the pledge only if the donor states explicitly that they will return the gift within one month of the pledge date -- if they cannot or will not make such a commitment, it is not a valid pledge and should be recorded as a refusal (although the donor should be thanked for their support and encouraged to return a contribution they next time they receive a mailing from the client).

EFT PLEDGE "CLOSE": The following language must be read, and will be confirmed by verifiers, in order for the EFT gift to be considered valid:

We'll send a return envelope to you immediately, which will get to you within the next few days ... when you get it, you'll need to do two things:

- 1) sign the pledge ticket, authorizing these donations of \$ _____ per (month), and
- 2) write out one check for that amount – which will be the only check you will need to write – and

return both in the envelope we'll send. Will you be able to return those two things as soon as you receive the envelope? (Followed by the standard two-week return ask, and the necessity at the very least for the donor to commit to returning the signed pledge ticket and check within one month) (You **MUST** get a positive response)

ON-LINE PLEDGE "CLOSE": The following language must be read, and will be confirmed by verifiers, in order for an on-line gift to be considered valid:

Great. Look for an email from THE HUMANE SOCIETY OF THE UNITED STATES-Gifts within 24 hours. The way it works is that as soon as you get the email and open it you will see a link that you click on to make your gift. That link will take you to your personalized online fulfillment form where all you need to do is enter in your credit card information. Since The HSUS needs your donation right away can we count on you to make your gift the day you get the email? (Followed by the standard two-week return ask, and the necessity at the very least for the donor to commit to returning the signed pledge ticket and check within one month) (You **MUST** get a positive response)

3) CONFIRM ADDRESS

Your address is (read entire address, including e-mail address) ... is that correct? (You must get a response, and make any and all appropriate changes)

4) DISCLAIMER/TAX STATUS LANGUAGE

Your donation (is / is not) tax deductible to the full extent of the law. (READ ADDITIONAL REQUIRED DISCLAIMER LANGUAGE WHEN NECESSARY)

5) OBTAIN ADDITIONAL DONOR INFORMATION WHEN REQUIRED (E-mail address, for example)

6) THANK DONOR FOR THEIR GIFT AND SUPPORT!

Thank you for your generous gift of \$ _____ and your support of THE HUMANE SOCIETY OF THE

UNITED STATES -- it makes a big difference!

ONE LAST THING (unless you used the MRC + \$5 third ask): One last thing if I could We're asking everyone to add an additional \$__ to their contribution. Could you help in that way?

DIGITAL RECORDING IS STOPPED BY DISCONNECTING CALL UPON COMPLETION!

ADDITIONAL INFORMATION / TIPS FOR SUCCESS

-
-

SPECIAL DISCLOSURE / DISCLAIMER LANGUAGE

VERMONT DISCLOSURE: "Before I [take your number/confirm your pledge], I'm required by the State of Vermont to let you know that you may obtain information on the respective percentages of contributions paid to **THE HUMANE SOCIETY OF THE UNITED STATES** and the Share Group, by contacting the Vermont Consumer Assistance Program, Morrill Hall, UVM, Burlington, VT 05404, (800) 649-2424, or the Vermont Attorney General's Internet website, <http://www.state.vt.us/atg>."

COLORADO DISCLOSURE [Upon Request of Donor]: "The Colorado Registration # of **THE HUMANE SOCIETY OF THE UNITED STATES** is [XXXX]; of Share Group is 20023003067. A reasonable estimate of the percentage of your contribution that will be retained by The HSUS is 49%"



**THE HUMANE SOCIETY
OF THE UNITED STATES**

2100 L Street, NW
Washington, DC 20037
202-452-1100 • www.hsus.org

Paul A. Irwin



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OF THE UNITED STATES**

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Washington, DC 20037
202-452-1100 • www.hsus.org

Although our latest financial statement or Annual Report is always sent free to anyone requesting a copy, certain states require us to advise you that a copy of our latest financial statement and other information is also available from them. If you desire a copy, please contact us at: THE HUMANE SOCIETY OF THE UNITED STATES ("The HSUS"); 700 Professional Dr. Gaithersburg MD 20879; (301) 258-3011, or residents of the following states may contact the following state agencies (the toll-free numbers are for use only within the respective states):

Arizona: Financial information filed with the Secretary of State is available for public inspection or by calling toll-free (800) 458-5842 Colorado: Contact the Office of the Secretary of State (303) 894-2680 <http://www.sos.state.co.us/> re The HSUS Reg. # Florida: A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800) 435-7352 WITHIN THE STATE Georgia: A full and fair description of the programs of The HSUS and its financial statement summary is available upon request at the office and phone number indicated above. Illinois: Contact the Illinois Attorney General Kansas: The Annual Financial Report of The HSUS, Kansas Registration No. , for the preceding year is on file with the Secretary of State, 120 SW 10th, 1st Floor, Memorial Hall, Topeka, KS 66612 Maryland: Copies of documents submitted by The HSUS are available from the Office of the Secretary of State, State House, Annapolis, MD 21401, (800) 825-4510 Mississippi: the official registration and financial information of The HSUS may be obtained from the Secretary of State's Office by calling toll-free (888) 236-6167 New Jersey: INFORMATION FILED WITH THE ATTORNEY GENERAL CONCERNING THIS CHARITABLE SOLICITATION MAY BE OBTAINED FROM THE ATTORNEY GENERAL OF THE STATE OF NEW JERSEY BY CALLING (973) 504-6215 New York: Residents may obtain a copy of The HSUS's Annual Report by writing to Office of Attorney General, Charities Bureau, 120 Broadway, New York, NY 10271 North Carolina: A COPY OF THE LICENSE TO SOLICIT CHARITABLE CONTRIBUTIONS AS A CHARITABLE ORGANIZATION OR SPONSOR AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE SOLICITATION LICENSING BRANCH, BY CALLING (888) 830-4989 Pennsylvania: A copy of the official registration and financial information of The HSUS may be obtained from the Pennsylvania Department of State by calling toll-free, within Pennsylvania, (800) 732-0999 Tennessee: Secretary Of State, James K. Polk Building, Nashville, TN 37243 Virginia: A financial report for this campaign will be filed by The Share Group, Inc., a professional solicitor. Copies are available from the Virginia, Office of Consumer Affairs, P.O. Box 1163, Richmond, VA 23218. Washington: A Notice of Solicitation required by law is on file with the Washington Secretary of State. You may obtain additional financial disclosure information by contacting the Secretary of State, 800-332-GIVE West Virginia: Secretary of State, State Capitol, Charleston, WV 25305.

How Contributions Are Allocated Between THE HUMANE SOCIETY OF THE UNITED STATES and the Share Group, Inc., a professional fundraising firm:

Vermont: Information on the respective percentages of contributions that will be paid to The HSUS and to the Share Group, Inc., a professional fundraising firm, is available by contacting the Vermont Consumer Assistance Program, Morrill Hall, UVM, Burlington, VT 05404, (800) 649-2424, or the Vermont Attorney General's Internet website, <http://www.state.vt.us/atg>

REGISTRATION WITH ANY OF THESE STATES DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE.

THE HUMANE SOCIETY OF THE UNITED STATES has retained the Share Group, Inc., a professional fundraising firm. The solicitor who contacted you was operating under the direction and control of the Share Group, who is compensated on a fee basis and is not paid a percentage of the dollars pledged. The Share Group is not in custody of the funds raised although the Share Group will receive, as costs, expenses and fees, a portion of the funds raised through this solicitation campaign. The Share Group, Inc. is located at 99 Dover St., Somerville MA, Tel. (617) 629-4500. (Share Group CO Reg. # 20023003067)