

Department of the Treasury
Internal Revenue Service

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

The organization may have to use a copy of this return to satisfy state reporting requirements

A For the 2001 calendar year, or tax year beginning , 2001, and ending

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization THE FUND FOR ANIMALS, INC.		D Employer identification number 13-6218740
	Number and street (or P.O. box if mail is not delivered to street address) Room/suite 200 WEST 57TH STREET 705		E Telephone number (212) 246-2096
	City or town, state or country, and ZIP + 4 NEW YORK, NY 10019		F Accounting method: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual Other (specify) _____
	Please use IRS label or print or type. See Specific Instructions.		

Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ)

G Web site **WWW.FUND.ORG**J Organization type (check only one) ☒ 501(c)(3) (insert no) 4947(a)(1) or 527

K Check here ☐ if the organization's gross receipts are normally not more than \$25,000. The organization need not file a return with the IRS, but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

H and I are not applicable to section 527 organizations

H(a) Is this a group return for affiliates? ☐ Yes ☒ No

H(b) If "Yes" enter number of affiliates _____

H(c) Are all affiliates included? (If "No" attach a list. See instructions.) ☐ Yes ☐ NoH(d) Is this a separate return filed by an organization covered by a group ruling? ☐ Yes ☒ No

I Enter 4-digit GEN _____

M Check ☐ if the organization is not required to attach Sch. B (Form 990, 990-EZ, or 990-PF)L Gross receipts. Add lines 6b, 8b, 9b, and 10b to line 12 **15,735,760.****Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances** (See Specific Instructions on page 16)

Revenue	1 Contributions, gifts, grants, and similar amounts received STMT 1	1a 5,500,946.	1b	1c	1d 5,500,946.
	a Direct public support				
	b Indirect public support				
	c Government contributions (grants)				
	d Total (add lines 1a through 1c) (cash \$ 5,239,018. noncash \$ 261,928.)				5,500,946.
	2 Program service revenue including government fees and contracts (from Part VII, line 93)				418,314.
	3 Membership dues and assessments				
	4 Interest on savings and temporary cash investments				712,421.
	5 Dividends and interest from securities				28,382.
	6a Gross rents	6a			
b Less rental expenses	6b				
c Net rental income or (loss) (subtract line 6b from line 6a)				6c	
7 Other investment income (describe _____)				7	
Expenses	8a Gross amount from sales of assets other than inventory	(A) Securities 9,075,697.	(B) Other	8a	
	b Less cost or other basis and sales expenses	8,809,116.		8b	
	c Gain or (loss) (attach schedule)	266,581.		8c	
	d Net gain or (loss) (combine line 8c columns (A) and (B))				8d 266,581.
	9 Special events and activities (attach schedule)				
	a Gross revenue (not including \$ _____ of contributions reported on line 1a)	9a			
	b Less direct expenses other than fundraising expenses	9b			
	c Net income or (loss) from special events (subtract line 9b from line 9a)				9c
	10a Gross sales of inventory, less returns and allowances	10a			
	b Less cost of goods sold	10b			
c Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)				10c	
11 Other revenue (from Part VII, line 103)				11	
12 Total revenue (add lines 1c, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)				6,926,644.	
Net Assets	13 Program services (from line 44, column (B))				4,126,678.
	14 Management and general (from line 44, column (C))				746,013.
	15 Fundraising (from line 44, column (D))				728,030.
	16 Payments to other organizations (attach schedule)				
	17 Total expenses (add lines 13 and 14, column (A))				5,600,721.
18 Excess or (deficit) for the year (subtract line 17 from line 12)				1,325,923.	
19 Net assets or fund balances at beginning of year (from line 73, column (A))				17,645,067.	
20 Other changes in net assets or fund balances (attach explanation) STMT 2				467,872.	
21 Net assets or fund balances at end of year (combine lines 18, 19, and 20)				19,438,862.	

For Paperwork Reduction Act Notice, see the separate instructions

Form 990 (2001)

Part II Statement of Functional Expenses

All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. (See Specific Instructions on page 21.)

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I	(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22 Grants and allocations (attach schedule) (cash \$ 309,050 noncash \$)	22 309,050.	309,050.	STMT 3	
23 Specific assistance to individuals (attach schedule)	23			
24 Benefits paid to or for members (attach schedule)	24			
25 Compensation of officers, directors, etc	25 43,000.		43,000.	
26 Other salaries and wages	26 599,169.	472,740.	100,356.	26,073.
27 Pension plan contributions	27			
28 Other employee benefits	28 154,220.	115,665.	38,555.	
29 Payroll taxes	29 47,630.	34,027.	11,541.	2,062.
30 Professional fundraising fees	30 15,000.			15,000.
31 Accounting fees	31 75,250.		75,250.	
32 Legal fees	32 218,351.	127,019.	91,332.	
33 Supplies	33 173,631.	118,212.	46,643.	8,776.
34 Telephone	34 57,771.	44,293.	11,951.	1,527.
35 Postage and shipping	35 339,661.	143,271.	15,294.	181,096.
36 Occupancy	36 271,637.	190,301.	75,247.	6,089.
37 Equipment rental and maintenance	37 15,669.	7,549.	7,530.	590.
38 Printing and publications	38			
39 Travel	39 88,891.	67,843.	17,726.	3,322.
40 Conferences, conventions, and meetings	40			
41 Interest	41			
42 Depreciation, depletion, etc (attach schedule)	42 208,010.	173,849.	34,161.	
43 Other expenses not covered above (itemize) STMT 7	43a 2,983,781.	2,322,859.	177,427.	483,495.
b	43b			
c	43c			
d	43d			
e	43e			
44 Total functional expenses (add lines 22 through 43) Organizations completing columns (B)-(D), carry these totals to lines 13-15	44 5,600,721.	4,126,678.	746,013.	728,030.

Joint Costs. Check ☒ if you are following SOP 98-2Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ☒ Yes ☐ No

If "Yes," enter (i) the aggregate amount of these joint costs \$ 1,213,260. (ii) the amount allocated to Program services \$ 664,792.

(iii) the amount allocated to Management and general \$ and (iv) the amount allocated to Fundraising \$ 548,468.

Part III Statement of Program Service Accomplishments (See Specific Instructions on page 24.)What is the organization's primary exempt purpose? **FOOTNOTE**

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

Program Service Expenses
(Required for 501(c)(3) and (4) orgs. and 4947(a)(1) trusts but optional for others.)

a	STMT 8			
	(Grants and allocations \$)			2,435,955.
b	HUMANE EDUCATION - EDUCATE THE PUBLIC ON ISSUES AND EVENTS AFFECTING ANIMAL RIGHTS AND WELFARE.			
	(Grants and allocations \$)			1,413,423.
c	LEGISLATIVE - LOBBYING FOR HUMANE ANIMAL LITIGATION AND AGAINST LAWS WHICH SUBJECT ANIMALS TO MISTREATMENT.			
	(Grants and allocations \$)			277,300.
d				
	(Grants and allocations \$)			
e	Other program services (attach schedule)	(Grants and allocations \$)		
f	Total of Program Service Expenses (should equal line 44 column (B), Program services)			4,126,678.

Part IV Balance Sheets (See Specific Instructions on page 24.)

Note		Where required, attached schedules and amounts within the description column should be for end-of-year amounts only		(A) Beginning of year		(B) End of year
Assets	45	Cash - non-interest-bearing		600.	45	342.
	46	Savings and temporary cash investments		1,703,653.	46	2,300,004.
	47a	Accounts receivable	47a			
	b	Less allowance for doubtful accounts	47b		47c	
	48a	Pledges receivable	48a			
	b	Less allowance for doubtful accounts	48b		48c	
	49	Grants receivable			49	
	50	Receivables from officers, directors, trustees, and key employees (attach schedule)			50	
	51a	Other notes and loans receivable (attach schedule)	51a			
	b	Less allowance for doubtful accounts	51b		51c	
	52	Inventories for sale or use			52	
	53	Prepaid expenses and deferred charges		53,887.	53	54,883.
	54	Investments - securities (attach schedule) STMT 10 <input type="checkbox"/> Cost <input checked="" type="checkbox"/> FMV		13,554,777.	54	14,960,155.
	55a	Investments - land, buildings, and equipment basis	55a			
	b	Less accumulated depreciation (attach schedule)	55b		55c	
56	Investments - other (attach schedule)			56		
57a	Land, buildings, and equipment basis	57a	3,451,219.			
b	Less accumulated depreciation (attach schedule)	57b	1,403,543.	2,175,660.	57c	2,047,676.
58	Other assets (describe STMT 11)		269,099.	58	233,017.	
59	Total assets (add lines 45 through 58) (must equal line 74)		17,757,676.	59	19,596,077.	
Liabilities	60	Accounts payable and accrued expenses		112,609.	60	157,215.
	61	Grants payable			61	
	62	Deferred revenue			62	
	63	Loans from officers, directors, trustees, and key employees (attach schedule)			63	
	64a	Tax-exempt bond liabilities (attach schedule)			64a	
	b	Mortgages and other notes payable (attach schedule)			64b	
	65	Other liabilities (describe)			65	
66	Total liabilities (add lines 60 through 65)		112,609.	66	157,215.	
Net Assets or Fund Balances	Organizations that follow SFAS 117, check here <input checked="" type="checkbox"/> and complete lines 67 through 69 and lines 73 and 74					
	67	Unrestricted		17,645,067.	67	19,438,862.
	68	Temporarily restricted			68	
	69	Permanently restricted			69	
	Organizations that do not follow SFAS 117, check here <input type="checkbox"/> and complete lines 70 through 74					
	70	Capital stock, trust principal, or current funds			70	
	71	Paid-in or capital surplus, or land, building, and equipment fund			71	
	72	Retained earnings, endowment, accumulated income, or other funds			72	
	73	Total net assets or fund balances (add lines 67 through 69 OR lines 70 through 72, column (A) must equal line 19, and column (B) must equal line 21)		17,645,067.	73	19,438,862.
	74	Total liabilities and net assets / fund balances (add lines 66 and 73)		17,757,676.	74	19,596,077.

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

Yes	No
-----	----

Form 990 (2001)

Part VII Analysis of Income-Producing Activities (See Specific Instructions on page 32)

Note Enter gross amounts unless otherwise indicated

	Unrelated business income		Excluded by section 512, 513, or 514		(E) Related or exempt function income
	(A) Business code	(B) Amount	(C) Exclusion code	(D) Amount	
93 Program service revenue					
a SALES					89,638.
b CLINIC FEES					328,676.
c					
d					
e					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings and temporary cash investments			14	712,421.	
96 Dividends and interest from securities			14	28,382.	
97 Net rental income or (loss) from real estate					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory			18	266,581.	
101 Net income or (loss) from special events					
102 Gross profit or (loss) from sales of inventory					
103 Other revenue a					
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E)).				1,007,384.	418,314.
105 Total (add line 104 columns (B), (D), and (E))					1,425,698.

Note Line 105 plus line 1d Part I should equal the amount on line 12 Part I

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See Specific Instructions on page 32)

Line No	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes)
93A	SALES OF BOOKS, VIDEOS, AND LOGO ITEMS, AT OR BELOW COST, TO INCREASE PUBLIC AWARENESS OF THE FUND FOR ANIMALS' MISSION.
93B	PROVISION OF CLINICAL SERVICES FOR ANIMAL WELFARE

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See Specific Instructions on page 33)

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership interest	(C) Nature of activities	(D) Total income	(E) End-of-year assets
	%			
	%			
	%			
	%			

Part X Information Regarding Transfers Associated with Personal Benefit Contracts (See Specific Instructions on page 33)

- (a) Did the organization, during the year, receive any funds directly or indirectly to pay premiums on a personal benefit contract? ☐ Yes ☒ No
- (b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

Note If "Yes" to (b), file Form 8870 and Form 4720 (see instructions)

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Please Sign

J. P. A. Peak

Date

JUL 18, 2002

PRESIDENT

Date

Check if self

Preparer's SSN or PTIN (See Gen. Inst. W)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Organization Exempt Under Section 501(c)(3)

(Except Private Foundation) and Section 501(e), 501(f), 501(k),
501(n), or Section 4947(a)(1) Nonexempt Charitable Trust

Supplementary Information - (See separate instructions.)

OMB No 1545-0047

2001

▶ **MUST be completed by the above organizations and attached to their Form 990 or 990-EZ**

Name of the organization

THE FUND FOR ANIMALS, INC.

Employer identification number

13-6218740

Part I Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees
(See page 1 of the instructions List each one If there are none, enter "None")

(a) Name and address of each employee paid more than \$50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
EILAND PALMER C/O THE FUND FOR ANIMALS, INC. 200 WEST 57TH STREET NYC 10019	RANCH ASSISTANT	51,534.	4,080.	NONE
Total number of other employees paid over \$50,000	NONE			

Part II Compensation of the Five Highest Paid Independent Contractors for Professional Services
(See page 2 of the instructions List each one (whether individuals or firms) If there are none, enter "None")

(a) Name and address of each independent contractor paid more than \$50,000	(b) Type of service	(c) Compensation
MEYER & GLITZENSTEIN 1601 CT. AVE NW 700 WASHINGTON, DC 20009	LEGAL	56,339.
GRANT THORNTON, LLP 666 THIRD AVE, NEW YORK, NY 10017	ACCOUNTING	75,250.
Total number of others receiving over \$50,000 for professional services	NONE	

For Paperwork Reduction Act Notice, see the Instructions for Form 990 and Form 990-EZ

Schedule A (Form 990 or 990-EZ) 2001

Part III Statements About Activities (See page 2 of the instructions)

1 During the year, has the organization attempted to influence national, state or local legislation, including any attempt to influence public opinion on legislative matter or referendum? If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities ▶ \$ 277,300. (Must equal amount on line 38, Part VI-A, or line 1 or Part VI-B)

Organizations that made an election under section 501(h) by filing Form 5768 must complete Part VI-A. Other organizations checking "Yes," must complete Part VI-B AND attach a statement giving a detailed description of the lobbying activities

2 During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any substantial contributors, trustees, directors, officers, creators, key employees or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary? (If the answer to any question is "Yes," attach a detailed statement explaining the transactions)

a Sale, exchange, or leasing of property?

b Lending of money or other extension of credit?

c Furnishing of goods, services, or facilities?

d Payment of compensation (or payment or reimbursement of expenses if more than \$1,000)?

e Transfer of any part of its income or assets?

3 Does the organization make grants for scholarships, fellowships, student loans, etc.? (See Note below)

4 Do you have a section 403(b) annuity plan for your employees?

Note Attach a statement to explain how the organization determines that individuals or organizations receiving grants or loans from it in furtherance of its charitable programs "qualify" to receive payments

Yes No

1 X

2a X

2b X

2c X

2d X

2e X

3 X

4 X

STMT 14

STMT 15

Part IV Reason for Non-Private Foundation Status (See pages 3 through 6 of the instructions)

The organization is not a private foundation because it is (Please check only ONE applicable box.)

5 ☐ A church, convention of churches, or association of churches Section 170(b)(1)(A)(i)

6 ☐ A school Section 170(b)(1)(A)(ii) (Also complete Part V)

7 ☐ A hospital or a cooperative hospital service organization Section 170(b)(1)(A)(iii)

8 ☐ A Federal, state, or local government or governmental unit Section 170(b)(1)(A)(v)

9 ☐ A medical research organization operated in conjunction with a hospital Section 170(b)(1)(A)(iii) Enter the hospital's name, city, and state ▶ _____

10 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit Section 170(b)(1)(A)(iv) (Also complete the **Support Schedule** in Part IV-A)

11a ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public Section 170(b)(1)(A)(vi) (Also complete the **Support Schedule** in Part IV-A)

11b ☐ A community trust Section 170(b)(1)(A)(vi) (Also complete the **Support Schedule** in Part IV-A)

12 ☐ An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc., functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975 See section 509(a)(2) (Also complete the **Support Schedule** in Part IV-A)

13 ☐ An organization that is not controlled by any disqualified persons (other than foundation managers) and supports organizations described in (1) lines 5 through 12 above or (2) section 501(c)(4), (5), or (6), if they meet the test of section 509(a)(2) (See section 509(a)(3))

Provide the following information about the supported organizations (See page 5 of the instructions)

(a) Name(s) of supported organization(s)	(b) Line number from above

14 ☐ An organization organized and operated to test for public safety Section 509(a)(4) (See page 6 of the instructions)

Part IV-A Support Schedule (Complete only if you checked a box on line 10, 11 or 12) *Use cash method of accounting***Note** You may use the worksheet in the instructions for converting from the accrual to the cash method of accounting

Calendar year (or fiscal year beginning in)	(a) 2000	(b) 1999	(c) 1998	(d) 1997	(e) Total
15 Gifts, grants, and contributions received (Do not include unusual grants. See line 28.)	6,071,777.	5,698,729.	6,537,938.	4,243,875.	22,552,319.
16 Membership fees received					
17 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to the organization's charitable, etc., purpose	53,781.	14,014.			67,795.
18- Gross income from interest, dividends, amounts received from payments on securities loans (section 512(a)(5)), rents, royalties, and unrelated business taxable income (less section 511 taxes) from businesses acquired by the organization after June 30, 1975	632,306.	607,376.	617,301.	796,648.	2,653,631.
19 Net income from unrelated business activities not included in line 18					
20 Tax revenues levied for the organization's benefit and either paid to it or expended on its behalf					
21 The value of services or facilities furnished to the organization by a governmental unit without charge. Do not include the value of services or facilities generally furnished to the public without charge.					
22 Other income. Attach a schedule. Do not include gain or (loss) from sale of capital assets.					
23 Total of lines 15 through 22	6,757,864.	6,320,119.	7,155,239.	5,040,523.	25,273,745.
24 Line 23 minus line 17	6,704,083.	6,306,105.	7,155,239.	5,040,523.	25,205,950.
25 Enter 1% of line 23	67,579.	63,201.	71,552.	50,405.	
26 Organizations described on lines 10 or 11	a Enter 2% of amount in column (e), line 24				26a 504,119.
b Prepare a list for your records to show the name of and amount contributed by each person (other than a governmental unit or publicly supported organization) whose total gifts for 1997 through 2000 exceeded the amount shown in line 26a. Do not file this list with your return. Enter the total of all these excess amounts.					26b 1,949,739.
c Total support for section 509(a)(1) test. Enter line 24, column (e).					26c 25,205,950.
d Add Amounts from column (e) for lines 18 2,653,631. 19 22 1,949,739.					26d 4,603,370.
e Public support (line 26c minus line 26d total)					26e 20,602,580.
f Public support percentage (line 26e (numerator) divided by line 26c (denominator))					26f 81.7370 %
27 Organizations described on line 12	a For amounts included in lines 15, 16, and 17 that were received from a "disqualified person," prepare a list for your records to show the name of, and total amounts received in each year from, each "disqualified person." Do not file this list with your return. Enter the sum of such amounts for each year.				
(2000) (1999) (1998) (1997)	NOT APPLICABLE				
b For any amount included in line 17 that was received from each person (other than "disqualified persons") prepare a list for your records to show the name of, and amount received for each year, that was more than the larger of (1) the amount on line 25 for the year or (2) \$5,000. (Include in the list organizations described in lines 5 through 11, as well as individuals.) Do not file this list with your return. After computing the difference between the amount received and the larger amount described in (1) or (2), enter the sum of these differences (the excess amounts) for each year.					
(2000) (1999) (1998) (1997)					
c Add Amounts from column (e) for lines 15 16 17 20 21					27c
d Add Line 27a total and line 27b total					27d
e Public support (line 27c total minus line 27d total)					27e
f Total support for section 509(a)(2) test. Enter amount on line 23, column (e).					27f
g Public support percentage (line 27e (numerator) divided by line 27f (denominator))					27g %
h Investment income percentage (line 18, column (e) (numerator) divided by line 27f (denominator))					27h %
28 Unusual Grants. For an organization described in line 10, 11 or 12 that received any unusual grants during 1997 through 2000, prepare a list for your records to show for each year the name of the contributor, the date and amount of the grant, and a brief description of the nature of the grant. Do not file this list with your return. Do not include these grants in line 15.					

Part V Private School Questionnaire (See page 7 of the instructions)
(To be completed ONLY by schools that checked the box on line 6 in Part IV)

	Yes	No
29 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	29	
30 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	30	
31 Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe, if "No," please explain (If you need more space attach a separate statement)	31	

32 Does the organization maintain the following		
a Records indicating the racial composition of the student body, faculty, and administrative staff?	32a	
b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	32b	
c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	32c	
d Copies of all material used by the organization or on its behalf to solicit contributions?	32d	
If you answered "No" to any of the above, please explain (If you need more space, attach a separate statement)		

33 Does the organization discriminate by race in any way with respect to		
a Students' rights or privileges?	33a	
b Admissions policies?	33b	
c Employment of faculty or administrative staff?	33c	
d Scholarships or other financial assistance?	33d	
e Educational policies?	33e	
f Use of facilities?	33f	
g Athletic programs?	33g	
h Other extracurricular activities?	33h	
If you answered "Yes" to any of the above, please explain (If you need more space, attach a separate statement)		

34a Does the organization receive any financial aid or assistance from a governmental agency?	34a	
b Has the organization's right to such aid ever been revoked or suspended? If you answered "Yes" to either 34a or b, please explain using an attached statement	34b	
35 Does the organization certify that it has complied with the applicable requirements of sections 4 01 through 4 05 of Rev Proc 75-50 1975 2 C B 587 covering racial nondiscrimination? If "No " attach an explanation	35	

Part VI-A Lobbying Expenditures by Electing Public Charities (See page 9 of the instructions.)(To be completed **ONLY** by an eligible organization that filed Form 5768)

Check ☐ **a** if the organization belongs to an affiliated group
 Check ☐ **b** if you checked "a" and "limited control" provisions apply

Limits on Lobbying Expenditures

(The term "expenditures" means amounts paid or incurred.)

		(a) Affiliated group totals	(b) To be completed for ALL electing organizations
36	Total lobbying expenditures to influence public opinion (grassroots lobbying)	36	53,093.
37	Total lobbying expenditures to influence a legislative body (direct lobbying)	37	224,207.
38	Total lobbying expenditures (add lines 36 and 37)	38	277,300.
39	Other exempt purpose expenditures	39	5,323,421.
40	Total exempt purpose expenditures (add lines 38 and 39)	40	5,600,721.
41	Lobbying nontaxable amount Enter the amount from the following table - If the amount on line 40 is - The lobbying nontaxable amount is - Not over \$500,000 20% of the amount on line 40 Over \$500,000 but not over \$1,000,000 \$100,000 plus 15% of the excess over \$500,000 Over \$1,000,000 but not over \$1,500,000 \$175,000 plus 10% of the excess over \$1,000,000 Over \$1,500,000 but not over \$17,000,000 \$225,000 plus 5% of the excess over \$1,500,000 Over \$17,000,000 \$1,000,000	41	430,036.
42	Grassroots nontaxable amount (enter 25% of line 41)	42	107,509.
43	Subtract line 42 from line 36 Enter -0- if line 42 is more than line 36	43	
44	Subtract line 41 from line 38 Enter -0- if line 41 is more than line 38	44	

Caution If there is an amount on either line 43 or line 44, you must file Form 4720**4-Year Averaging Period Under Section 501(h)**

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below)

See the instructions for lines 45 through 50 on page 11 of the instructions.)

Lobbying Expenditures During 4-Year Averaging Period					
Calendar year (or fiscal year beginning in) ▶	(a) 2001	(b) 2000	(c) 1999	(d) 1998	(e) Total
Lobbying nontaxable amount	430,036.	419,310.	469,194.	422,273.	1,740,813.
Lobbying ceiling amount (150% of line 45(e))					2,611,220.
Total lobbying expenditures	277,300.	573,306.	207,866.	245,054.	1,303,526.
Grassroots nontaxable amount	107,509.	104,828.	117,299.	105,568.	435,204.
Grassroots ceiling amount (150% of line 48(e))					652,806.
Grassroots lobbying expenditures	53,093.	86,579.	68,227.	60,922.	268,821.

Part VI-B Lobbying Activity by Nonelecting Public Charities**NOT APPLICABLE**

(For reporting only by organizations that did not complete Part VI-A) (See page 12 of the instructions.)

During the year, did the organization attempt to influence national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum through the use of

- a Volunteers
 b Paid staff or management (Include compensation in expenses reported on lines c through h)
 c Media advertisements
 d Mailings to members, legislators or the public
 e Publications, or published or broadcast statements
 f Grants to other organizations for lobbying purposes
 g Direct contact with legislators, their staffs, government officials, or a legislative body
 h Rallies, demonstrations, seminars, conventions, speeches lectures or any other means
 i Total lobbying expenditures (add lines c through h)

Yes	No	Amount
N/A		
N/A		
N/A		
N/A		
N/A		
N/A		
N/A		
N/A		

If "Yes" to any of the above also attach a statement giving a detailed description of the lobbying activities

Schedule A (Form 990 or 990-EZ) 2001

6439965-53148

Schedule B

(Form 990, 990-EZ,
or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Supplementary Information for
line 1 of Form 990, 990-EZ and 990-PF (see instructions)

OMB No 1545-0047

2001

Name of organization

Employer identification number

THE FUND FOR ANIMALS, INC.**13-6218740**

Organization type (check one)

Filers of**Section.**

Form 990 or 990-EZ



501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF



501(c)(3) exempt private foundation



4947(a)(1) nonexempt charitable trust treated as a private foundation



501(c)(3) taxable private foundation

Check if your organization is covered by the **General rule** or a **Special rule**. (Note: Only a section 501(c)(7), (8), or (10) organization can check box(es) for both the General rule and a Special rule - see instructions.)

General Rule -

For organizations filing Form 990, 990-EZ, or 990-PF that received, during the year, \$5,000 or more (in money or property) from any one contributor (Complete Parts I and II)

Special Rules -

For a section 501(c)(3) organization filing Form 990, or Form 990-EZ, that met the 33 1/3% support test of the regulations under sections 509(a)(1)/170(b)(1)(A)(vi) and received from any one contributor, during the year, a contribution of the greater of \$5,000 or 2% of the amount on line 1 of these forms (Complete Parts I and II)



For a section 501(c)(7), (8), or (10) organization filing Form 990, or Form 990-EZ, that received from any one contributor, during the year aggregate contributions or bequests of more than \$1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals (Complete Parts I, II, and III)



For a section 501(c)(7), (8), or (10) organization filing Form 990, or Form 990-EZ, that received from any one contributor, during the year, some contributions for use *exclusively* for religious, charitable, etc., purposes, but these contributions did not aggregate to more than \$1,000 (If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the Parts unless the General rule applies to this organization because it received nonexclusively religious, charitable, etc., contributions of \$5,000 or more during the year.)

▶ \$ _____

Caution Organizations that are not covered by the General rule and/or the Special rules do not file Schedule B (Form 990, 990-EZ, or 990-PF) but they **must** check the box in the heading of their Form 990, Form 990-EZ, or on line 1 of their Form 990-PF, to certify that they do not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF)

Schedule B (Form 990, 990-EZ, or 990-PF) (2001)

If a section 501(c)(7), (8), or (10) organization received contributions or bequests for use exclusively for religious, charitable, etc., purposes (sections 170(c)(4), 2055(a)(3), or 2522(a)(3)) -

List in Part I each contributor whose contributions total more than \$1,000 during the year that were for a religious, charitable, etc., purpose. To determine the \$1,000, aggregate all of a contributor's gifts for the year (regardless of amount). For a noncash contribution, complete Part II.

All section 501(c)(7), (8), or (10) organizations that received **any** charitable contributions and listed **any** charitable contributors on Part I must also complete Part III.

If a section 501(c)(7), (8), or (10) organization received charitable gifts, but is not required to list **any** charitable contributors on Part I, check the box on line A at the top of Schedule B (Form 990 or 990-EZ) and enter the amount of charitable contributions received in the space provided. The organization need not complete and attach Part III.

Specific Instructions

Note. You may duplicate Parts I, II, and III if more copies are needed. Number each page of each Part.

Part I. In column (a), identify the first contributor listed as no. 1 and the second contributor as no. 2, etc. Number consecutively. Show the contributor's name, address, aggregate contributions for the year, and the type of contribution (e.g., whether an individual, payroll, or noncash contribution). Report payroll contributions by listing the employer's name, address, and total amount given (unless an employee gave enough to be listed individually).

Part II. In column (a), show the number that corresponds to the contributor's number in Part I. Describe the noncash contribution fully. Report on property with readily determinable market value (i.e., market quotations for securities) by listing its fair market value (FMV). For marketable securities registered and listed on a recognized securities exchange, measure market value by the average of the highest and lowest quoted selling prices (or the average between the bona fide bid and asked prices) on the contribution date. See Regulations section 20.2031-2 to determine the value of contributed stocks and bonds. When market value cannot be readily determined, use an appraised or estimated value. To determine the amount of a noncash contribution that is subject to an outstanding debt, subtract the debt from the property's fair market value.

Part III. Section 501(c)(7), (8), or (10) organizations that received contributions or bequests for use exclusively for religious, charitable, etc., purposes must complete Parts I through III for those persons whose gifts totaled more than \$1,000 during the year. Show also, in the heading of Part III, total gifts that were \$1,000 or less and were for a religious, charitable, etc., purpose. Complete this information only on the first Part III page.

If an amount is set aside for a religious, charitable, etc., purpose, show in column (d) how the amount is held (e.g., whether it is mingled with amounts held for other purposes). If the organization transferred the gift to another organization, show the name and address of the transferee organization in column (e) and explain the relationship between the two organizations.

Name of organization
THE FUND FOR ANIMALS INC

Employer identification number
13 6218740

Part I Contributors (See Specific Instructions)

(a) No	(b) Name address and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
<u>1</u>	\$ 150,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No		(c) Aggregate contributions	(d) Type of contribution
<u>2</u>	\$ 340,599	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No		(c) Aggregate contributions	(d) Type of contribution
<u>3</u>	\$ 135,470	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No		(c) Aggregate contributions	(d) Type of contribution
<u>4</u>	\$ 160,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No		(c) Aggregate contributions	(d) Type of contribution
<u>5</u>	\$ 327,244	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No		(c) Aggregate contributions	(d) Type of contribution
<u>6</u>	\$ 550,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)

Name of organization
THE FUND FOR ANIMALS INC

Employer identification number
13 6218740

Part I Contributors (See Specific Instructions)

(a) No	(b) Name, address and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
<u>7</u>	..... ..... .....	\$ ..... 215,789	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No	4	(c) Aggregate contributions	(d) Type of contribution
<u>8</u>	..... ..... .....	\$ ..... 269,992	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No	4	(c) Aggregate contributions	(d) Type of contribution
<u>9</u>	..... ..... .....	\$ ..... 150,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No.	4	(c) Aggregate contributions	(d) Type of contribution
<u>10</u>	..... ..... .....	\$ ..... 182,500	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No	4	(c) Aggregate contributions	(d) Type of contribution
<u>11</u>	..... ..... .....	\$ ..... 125,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)
(a) No	(b) Name, address and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
<u> </u>	..... ..... .....	\$ .....	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II if there is a noncash contribution)

Name of organization
THE FUND FOR ANIMALS INC

Employer identification number
13 6218740

Part II Noncash Property (See Specific Instructions)

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
<u>8</u>	SECURITIES	\$ 237,992	05 / 31 / 2001
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
—	\$ / /
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
—	\$ / /
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
—	\$ / /
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
—	\$ / /
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
—	\$ / /
(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (see instructions)	(d) Date received
—	\$ / /

FORM 990, PART I - LIST OF CONTRIBUTORS
=====

(NOT OPEN TO PUBLIC INSPECTION)

NAME AND ADDRESS

DATE

DIRECT
PUBLIC
SUPPORT

389,525.

2,037,498.

3,073,923.

TOTAL CONTRIBUTION AMOUNTS

5,500,946.
=====

SCH. A, PART IV-A - ORGANIZATIONS DESCRIBED IN PART IV, BOX 10 OR 11
=====

(NOT OPEN TO PUBLIC INSPECTION)

CONTRIBUTOR NAME	TOTAL CONTRIBUTION	MINUS 2% OF LINE 24	EXCESS CONTRIBUTION AMOUNT
-----	-----	-----	-----
	696,358.	504,119.	192,239.
	1,430,019.	504,119.	925,900.
	1,000,000.	504,119.	495,881.
	839,838.	504,119.	335,719.
	-----	-----	-----
TOTAL	3,966,215.		1,949,739.
	=====		=====

FEDERAL FOOTNOTES

=====

THE ORGANIZATIONS PRIMARY EXEMPT PURPOSE IS THE ALLEVIATION OF FEAR,
THE PREVENTION OF PAIN AND THE RELIEF OF SUFFERING OF ANIMALS
EVERYWHERE AND TO FOSTER HUMANE CONDUCT TOWARD ANIMALS AND ENCOURAGE
AND SUPPORT THE COOPERATION AMONG ALL PERSONS INTERESTED IN HUMANE
ACTIVITIES.

FORM 990, PART I - OTHER INCREASES IN FUND BALANCES
=====DESCRIPTION
-----AMOUNT
-----UNREALIZED GAINS ON SECURITIES CARRIED
AT LOWER OF COST OR MARKET IN THE BOOKS
OF THE ACCOUNT

467,872.

TOTAL

467,872.
=====

FORM 990, PART II - GRANTS AND ALLOCATIONS PAID DURING THE YEAR

RELATIONSHIP TO SUBSTANTIAL CONTRIBUTOR

AND

FOUNDATION STATUS OF RECIPIENT

RECIPIENT NAME AND ADDRESS

PURPOSE OF GRANT OR CONTRIBUTION

AMOUNT

GRANTS PAID

THE ANIMAL PLACE

NONE

VARIOUS

15,000

OTTOMA WILDLIFE CTR

NONE

VARIOUS

5,000

SEA SHEPHERD CONSERV SOC

NONE

VARIOUS

10,000

PROPAP/CALIFORNIA

NONE

VARIOUS

3,000

OKLA COAL AGAINST COCKFIGHTING

NONE

VARIOUS

64,000

HACIENDA DE LOS MILAGRO

NONE

VARIOUS

2,000

METROPARK DEER PRES COU

NONE

VARIOUS

300

FARM ANIMAL REFORM NOV

NONE

VARIOUS

2,000

SHARK

NONE

VARIOUS

1,000

FORM 990, PART II - GRANTS AND ALLOCATIONS PAID DURING THE YEAR

RELATIONSHIP TO SUBSTANTIAL CONTRIBUTOR

AND

FOUNDATION STATUS OF RECIPIENT

RECIPIENT NAME AND ADDRESS

PURPOSE OF GRANT OR CONTRIBUTION

AMOUNT

MD BLK BEAR

NONE

VARIOUS

2,500.

BUSHMEAT CRISIS TASKFORCE

NONE

VARIOUS

5,000.

GREY 2K

NONE

VARIOUS

2,500.

INITIATIVE & REFER INST

NONE

VARIOUS

2,500

FLORIDIANS FOR HUMANE

NONE

VARIOUS

105,000.

ARK TRUST

NONE

VARIOUS

2,000.

ANIMAL PROTECT OF NM

NONE

VARIOUS

5,000

FARM SANCTUARY

NONE

VARIOUS

250

ADL OF ARIZONA

NONE

VARIOUS

1,000.

FORM 990, PART II - GRANTS AND ALLOCATIONS PAID DURING THE YEAR

RELATIONSHIP TO SUBSTANTIAL CONTRIBUTOR

AND

FOUNDATION STATUS OF RECIPIENT

PURPOSE OF GRANT OR CONTRIBUTION

AMOUNT

RECIPIENT NAME AND ADDRESS

VEGAN OUTREACH

NONE

VARIOUS

1,000

ADAPTT TAMPA/LION RESCUE

NONE

VARIOUS

1,500.

WILD BURRO RESCUE

NONE

VARIOUS

1,000

ASPCA

NONE

VARIOUS

500.

FLOCK FIGHTERS USA

NONE

VARIOUS

1,300

UTAH AR COALITION

NONE

VARIOUS

1,500.

THE WILDLIFE SOCIETY

NONE

VARIOUS

200

ANIMAL RIGHTS NETWORK

NONE

VARIOUS

10,000

ANIMAL RESCUE LEAGUE

NONE

VARIOUS

39,000.

FORM 990, PART II - GRANTS AND ALLOCATIONS PAID DURING THE YEAR

RELATIONSHIP TO SUBSTANTIAL CONTRIBUTOR

AND

FOUNDATION STATUS OF RECIPIENT

RECIPIENT NAME AND ADDRESS

PURPOSE OF GRANT OR CONTRIBUTION

AMOUNT

CITIZENS FOR HUMANE ARK

NONE

VARIOUS

25,000.

TOTAL CONTRIBUTIONS PAID

309,050.

FORM 990, PART II - OTHER EXPENSES
=====

DESCRIPTION -----	TOTAL -----	PROGRAM SERVICES -----	MANAGEMENT AND GENERAL -----	FUNDRAISING -----
BLACK BEAUTY RANCH EXPENSES	772,265.	772,265.		
NEW YORK HAVE-A-HEART CLINIC	548,992.	548,992.		
RAMONA CALIFORNIA REHAB CTR	239,671.	239,671.		
SOUTH CAROLINA SANCTUARY	23,781.	23,781.		
OTHER - ANIMAL WELFARE	18,143.	18,143.		
DATA PROCESSING	4,546.		4,546.	
PRINTED LITERATURE	684,120.	298,282.	1,743.	384,095.
OTHER MEDIA	308,550.	275,317.		33,233.
INSURANCE	79,367.	59,525.	19,842.	
INVESTMENT ADVISORY FEES	79,570.		79,570.	
MISCELLANEOUS	85,679.	6,123.	13,389.	66,167.
CONSULTING FEES	100,293.	80,760.	19,533.	
LOBBY TAX	38,804.		38,804.	
TOTALS	2,983,781.	2,322,859.	177,427.	483,495.
	=====	=====	=====	=====

FORM 990, PART III - STATEMENT OF PROGRAM SERVICE ACCOMPLISHMENTS

DESCRIPTION

EXPENSES

ANIMAL PROTECTION - OPERATION OF A RANCH IN TEXAS FOR ABUSED ANIMALS, EMERGENCY RESCUE OF ANIMALS, OPERATION OF OTHER ANIMAL PROTECTION AND WELFARE FACILITIES AND OTHER ANIMAL PROTECTION MATTERS.

2,435,955.

TOTAL

4,126,678.

FORM 990, PART IV - PREPAID EXPENSES AND DEFERRED CHARGES

=====

DESCRIPTION -----	BEGINNING BOOK VALUE -----	ENDING BOOK VALUE -----
PREPAID INSURANCE	17,058.	21,913.
PREPAID RENT	20,843.	9,314.
PREPAID OTHER	15,986.	23,656.
	-----	-----
TOTALS	53,887.	54,883.
	=====	=====

FORM 990, PART IV - INVESTMENTS - SECURITIES

=====

DESCRIPTION -----	BEGINNING BOOK VALUE -----	ENDING BOOK VALUE -----
GOVERNMENT OBLIGATIONS	11,626,595.	13,763,146.
COMMON STOCK	1,928,182.	1,197,009.
	-----	-----
TOTALS	13,554,777.	14,960,155.
	=====	=====

FORM 990, PART IV - OTHER ASSETS

=====

DESCRIPTION -----	BEGINNING BOOK VALUE -----	ENDING BOOK VALUE -----
ACCOUNTS RECEIVABLE	2,243.	NONE
ACCRUED INTEREST REC - GEN	127,593.	108,809.
ACCRUED INTEREST REC - BBR	75,737.	60,682.
SECURITY DEPOSITS	63,526.	63,526.
	-----	-----
TOTALS	269,099.	233,017.
	=====	=====

FORM 990, PART V - LIST OF OFFICERS, DIRECTORS, AND TRUSTEES

NAME AND ADDRESS	TITLE AND TIME DEVOTED TO POSITION	COMPENSATION	CONTRIBUTIONS TO EMPLOYEE BENEFIT PLANS	EXPENSE ACCT AND OTHER ALLOWANCES
MS. MARIAN PROBST 200 WEST 57TH STREET NEW YORK, NY 10019	PRESIDENT	NONE	NONE	NONE
MS. BARBARA BRACK 200 WEST 57TH STREET NEW YORK, NY 10019	DIRECTOR	NONE	NONE	NONE
MRS. DEL DONATI 200 WEST 57TH STREET NEW YORK, NY 10019	DIRECTOR	NONE	NONE	NONE
MR. MICHAEL KILIAN 200 WEST 57TH STREET NEW YORK, NY 10019	DIRECTOR	NONE	NONE	NONE
MRS. JUDITH NEY 200 WEST 57TH STREET NEW YORK, NY 10019	VICE PRES	NONE	NONE	NONE
MRS. KATHRYN WALKER 200 WEST 57TH STREET NEW YORK, NY 10019	DIRECTOR	NONE	NONE	NONE
MR. EDGAR SMITH 200 WEST 57TH STREET NEW YORK, NY 10019	DIRECTOR	NONE	NONE	NONE
MR. MICHAEL MARKARIAN 200 WEST 57TH STREET NEW YORK, NY 10019	EXEC VICE 40 HRS	43,000.	4,080.	NONE

SCHEDULE A, PART III - EXPLANATION FOR LINE 2D
=====

SEE FORM 990 PART V

SCHEDULE A, PART III - EXPLANATION FOR LINE 4

=====

AN ANALYSIS AND CALCULATION IS MADE FOR ALL REQUESTS FOR FUNDS TO
OTHER ORGANIZATIONS. IF THE SOLICITING ORGANIZATION IS IN THE
POSITION OF AIDING IN THE FUND'S GOALS, THEN THE MONEY WILL BE
GRANTED.

THE FUND FOR ANIMALS, INC
2001 FILING

13-6218740

State

ALABAMA
ALASKA
ARIZONA
ARKANSAS
CALIFORNIA
COLORADO
CONNECTICUT -
DISTRICT OF COLUMBIA
FLORIDA
GEORGIA
ILLINOIS
KANSAS
KENTUCKY
LOUISIANA
MAINE
MARYLAND
MASSACHUSETTS -
MICHIGAN
MINNESOTA
MISSISSIPPI
NEW HAMPSHIRE
NEW JERSEY --
NEW MEXICO
NEW YORK
NORTH CAROLINA
OHIO
OKLAHOMA
OREGON
PENNSYLVANIA
RHODE ISLAND
SOUTH CAROLINA
TENNESSEE
UTAH
VIRGINIA
WASHINGTON
WEST VIRGINIA
WISCONSIN

**SCHEDULE D
(Form 1041)****Capital Gains and Losses**

OMB No 1545-0092

Department of the Treasury
Internal Revenue Service▶ Attach to Form 1041 (or Form 5227) See the separate instructions for
Form 1041 (or Form 5227)**2001**

Name of estate or trust

Employer identification number

THE FUND FOR ANIMALS, INC.**13-6218740****Note:** Form 5227 filers need to complete *only* Parts I and II**Part I Short-Term Capital Gains and Losses - Assets Held One Year or Less**

(a) Description of property (Example 100 shares 7% preferred of "Z" Co)	(b) Date acquired (mo day yr)	(c) Date sold (mo day yr)	(d) Sales price	(e) Cost or other basis (see page 29)	(f) Gain or (Loss) (col (d) less col (e))
1					
2	Short-term capital gain or (loss) from Forms 4684, 6252, 6781, and 8824				2
3	Net short-term gain or (loss) from partnerships, S corporations, and other estates or trusts				3
4	Short-term capital loss carryover Enter the amount, if any, from line 9 of the 2000 Capital Loss Carryover Worksheet				4 ()
5	Net short-term gain or (loss) Combine lines 1 through 4 in column (f) Enter here and on line 14 below ▶				5

Part II Long-Term Capital Gains and Losses - Assets Held More Than One Year

(a) Description of property (Example 100 shares 7% preferred of "Z" Co)	(b) Date acquired (mo day yr)	(c) Date sold (mo day yr)	(d) Sales price	(e) Cost or other basis (see page 29)	(f) Gain or (Loss) (col (d) less col (e))	(g) 28% Rate Gain or (Loss) *(see instr below)
6						
SEE STATEMENT 1			9,075,697.	8,809,116.	266,581.	NONE
7	Long-term capital gain or (loss) from Forms 2439, 4684, 6252, 6781, and 8824				7	
8	Net long-term gain or (loss) from partnerships, S corporations, and other estates or trusts				8	
9	Capital gain distributions				9	
10	Gain from Form 4797, Part I				10	
11	Long-term capital loss carryover Enter in both columns (f) and (g) the amount, if any, from line 14, of the 2000 Capital Loss Carryover Worksheet				11 () ()	
12	Combine lines 6 through 11 in column (g)				12	
13	Net long-term gain or (loss) Combine lines 6 through 11 in column (f) Enter here and on line 15 below ▶				13	266,581.

*28% rate gain or loss includes all "collectibles gains and losses" (as defined on page 30 of the instructions) and up to 50% of the eligible gain on qualified small business stock (see page 28 of the instructions)

Part III Summary of Parts I and II

	(1) Beneficiaries' (see page 30)	(2) Estate's or trust's	(3) Total
14 Net short-term gain or (loss) (from line 5 above)	14		
15 Net long-term gain or (loss)			
a 28% rate gain or (loss) (from line 12 above)	15a		
b Unrecaptured section 1250 gain (see line 17 of the worksheet on page 31)	15b		
c Total for year (from line 13 above)	15c		266,581.
16 Total net gain or (loss) Combine lines 14 and 15c ▶	16		266,581.

Note If line 16, column (3), is a net gain enter the gain on Form 1041, line 4. If lines 15c and 16 column (2), are net gains, go to Part V, and do not complete Part IV. If line 16 column (3) is a net loss complete Part IV and the Capital Loss Carryover Worksheet, as necessary.

For Paperwork Reduction Act Notice, see the Instructions for Form 1041

Schedule D (Form 1041) 2001

Part IV Capital Loss Limitation**17** Enter here and enter as a (loss) on Form 1041, line 4, the smaller of**a** The loss on line 16, column (3) or**b** \$3,000**17** ()*If the loss on line 16, column (3), is more than \$3,000, or if Form 1041, page 1, line 22, is a loss, complete the **Capital Loss Carryover Worksheet** on page 32 of the instructions to determine your capital loss carryover***Part V Tax Computation Using Maximum Capital Gains Rates** (Complete this part only if both lines 15c and 16 in column (2) are gains, and Form 1041, line 22 is more than zero)**Note:** If line 15a, column (2) or line 15b, column (2) is more than zero, complete the worksheet on page 34 to figure the instructions to figure the amount to enter on lines 20, 27, and 38 below and skip all other lines below. Otherwise, go to line 18**18** Enter taxable income from Form 1041, line 22**19** Enter the smaller of line 15c or 16 in column (2)**20** If the estate or trust is filing Form 4952, enter the amount from line 4e, otherwise, enter -0-**21** Subtract line 20 from line 19. If zero or less, enter -0-**22** Subtract line 21 from line 18. If zero or less, enter -0-**23** Figure the tax on the amount on line 22. Use the 2001 Tax Rate Schedule on page 20 of the instructions**24** Enter the smaller of the amount on line 18 or \$1,800**If line 24 is greater than line 22, go to line 25. Otherwise, skip lines 25 through 31 and go to line 32.****25** Enter the amount from line 22**26** Subtract line 25 from line 24. If zero or less, enter -0- and go to line 32.**27** Enter the estate's or trust's allocable portion of qualified 5-year gain, if any, from line 7c of the worksheet on page 33**28** Enter the smaller of line 26 or line 27**29** Multiply line 28 by 8% (.08)**30** Subtract line 28 from line 26**31** Multiply line 30 by 10% (.10)**If the amounts on lines 21 and 26 are the same, skip lines 32 through 35 and go to line 36****32** Enter the smaller of line 18 or line 21**33** Enter the amount, if any, from line 26**34** Subtract line 33 from line 32**35** Multiply line 34 by 20% (.20)**36** Add lines 23, 29, 31, and 35**37** Figure the tax on the amount on line 18. Use the 2001 Tax Rate Schedule on page 20 of the instructions**38** **Tax on all taxable income (including capital gains)** Enter the smaller of line 36 or line 37 here and on line 1a of Schedule G, Form 1041

[illegible]

THE FUND FOR ANIMALS INC		INVENTORY AT 11/01		PURCHASES SPLITS 2001		SALES EXCHANGES 2001		INVENTORY AT 12 31 01					
Date Acq	Description	Cost	Cost	Cost	Proceeds	Cost	Date Sold	Gain/Loss	Cost	Market Value	Income		
	GENERAL ENR	9,315,784	6,559,051	6,054,571	5,865,438			189,198	10,009,407	9,689,359	484,043		
	BLACK BEAUTY RANCH	5,128,658	3,187,569	3,021,060	2,943,678			77,382	5,372,549	5,270,796	258,677		
	GRAND TOTAL OF ALL INVESTMENTS	14,444,442	9,746,620	9,074,631	8,809,116			266,580	15,381,956	14,960,155	722,720		

RECONCILIATION MARKET VALUE OF SECURITIES IN GENERAL FUND					
	MARKET VALUE PER BTC, (without accrued income)	(end money)	market funds)		
	General Fund	8,626,885			
	Black Beauty Ranch	4,720,988	13,347,851		
	ADD				
	MVSECURITIES NOT HELD AT BTC AT 12/31/2001				
	Salomon Brothers Investors Fund	278			
	American Funds	60,528			
	Gem Fd Fed Mgt 6% 1.1 2017(in transit)	899,690			
	BBB Fd Fed Mgt 5% 1.1 2017(in transit)	549,830			
	Intel Corp (in transit)	1,928	1,612,304		
	MARKET VALUE PER SCHEDULE		14,968,151		

[illegible]

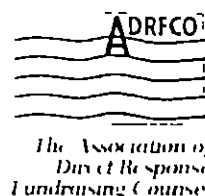
GENERAL FUND COMMON STOCKS (CONT)		INVENTORY AT 11 0	PURCHASES SPLITS 2001		SALES/EXCHANGES 2001		INVENTORY AT 12 31 01		MARKET VALUE		INCOME	
Date Acq	Description	No. shs.	Cost	No. shs.	Cost	No. shs.	Proceeds	Cost	Date Sold	Gain/Loss	COST	NO. SHS
DOWN L												
Sep 1, 2000	ABCs	86	3,092					3,092	Jan 4, 2000	0		
Sep 1, 2000	Albert Labs	10	865					865	Jan 4, 2000	0		
Sep 1, 2000	Agilent Technologies Inc.	2,155	539									
Dec 31, 1998	American Funds											
	Dividends reinvested											
Sep 1, 2000	AT & T Corp (NOC A1&T Wireless G	125	7,445								64,551	2,205 011
Jun 5, 2001	Ricel in exchange										7,445	147
Oct 3, 2000	Ayala Inc (from Lucent)	11	307								307	11
Dec 26, 2000	Bank One Corp	54	1,978					1,978	May 17, 2001	51		133
Nov 23, 2001	BellSouth	5	215								1,535	41
Dec 13, 2000												
May 2, 2001												
Dec 5, 2001	Coca Cola Co	33	2,222									
Sep 1, 2000	Chenoweth Corp	33										
May 2, 2001	Citigroup Inc	9	573									
Dec 1, 2000	Comcast Inc	33	2,745									
May 2, 2001	Exxon Mobile Corp	418	35,734									
Jun 22, 2000	Federal Natl Mtg Assoc Com	86	4,751									
Dec 15, 2000	First Union Corp (inc to Wachovia)	250	8,500									
Aug 29, 2000	General Electric Corp	20	1,200									
May 2, 2001	General Motors	50	2,802									
May 2, 2001	Hanaco	405	11,101									
Jan 22, 2000	Howard Park and Co	100	3,148									
Jan 22, 2000	Home Depot Inc	100	5,653									
Sep 1, 2000	Illinois Tool Wls Inc	33	2,872									
Feb 16, 2000	International Business Machines	40	3,447									
Dec 19, 2000	Intel Corp	62	2,077									
Sep 1, 2000	Johnson & Johnson	16	1,511									
May 2, 2001	Kansas City Pwr & L	250	6,338									
Dec 31, 2000	Kimberly Clark	50	3,335									
Dec 19, 2000	Kinder Morgan Energy Partners LP	50	2,498									
Jan 20, 2000	Loews Corp	25	1,475									
Jan 22, 2000	Lucent Technologies Inc	133	7,503									
May 2, 2001	Norfolk Southern	45	2,123									
Dec 19, 2000	Pfizer Inc	80	3,580									
Dec 7, 2001	Qwest Communications	218	8,491									
May 2, 2001	Salemson Bros Investors Fund	15,009	312									
Sep 15, 1998	Dividends reinvested											
May 2, 2001	SBC Communications	1,208	49,710									
May 2, 2001	Verizon Communications	56	37,128									
May 2, 2001	Vodafone	307	8,368									
Dec 15, 2000	Wachovia Corp (fr First Union)	250	6,500									
Dec 17, 2001												
Jun 22, 2000	Williams Cos Inc	110	5,407									
TOTAL DONATED STOCKS												
			134,023		257,321		291,082	287,285				
			1,831,482		814,033		1,488,718	1,417,304				
TOTAL COMMON STOCKS												
											104,087	
											87,537	
											817,597	9 199

GENERAL FUND		INVENTORY		PURCHASES		SALES/EXCHANGES		INVENTORY		MARKET		INCOME	
GOVERNMENT OBLIGATIONS		AT 11/6		SPLITS 2001		2001		AT 12/31/01		VALUE		INCOME	
PURCHASED		FACE		FACE		FACE		COST		FACE		INCOME	
Date Acq	Description	VALUE	Cost	VALUE	Cost	Proceeds	Cost	Date Sold	Gain/Loss	VALUE	INCOME	VALUE	INCOME
Jul 17, 1995	US1N 5 7.5% due 8 15 2003	300,000	292,218						0				
Nov 20, 1998		125,000	130,176						0				
Dec 23, 1998		175,000	182,876						0				
Jul 11, 2000		400,000	393,873						0				
Jun 30, 1997	US1N 6 2.5% due 6 30 2002	375,000	374,445						0				
Feb 5, 1998		500,000	515,000						0				
Aug 21, 1998		75,000	77,543						0				
Feb 2, 2001				390,000	397,822				0				
Feb 5, 1998	US1N 5 8.75% due 2 15 2004	450,000	458,719						0				
Dec 26, 1998		300,000	315,141						0				
Oct 23, 2000		500,000	502,189						0				
Jul 13, 1998	US1N 5 6.25% due 2 15 2006	675,000	677,837						0				
Nov 9, 1998		250,000	261,840						0				
Dec 26, 1998		175,000	183,449						0				
Oct 22, 1999		500,000	482,813						0				
Feb 26, 2001	US1N 5 5.0% due 5 15 2009			250,000	255,978				0				
Feb 27, 2001				250,000	257,344				0				
Mar 19, 1999	Fed Natl Mfg 5 12.5% 2 13 2004	700,000	689,189						0				
Oct 14, 1999		300,000	283,323						0				
Nov 17, 1999	Fed Home Ln 6 6.25% 9 15 2009	1,000,000	1,000,200						0				
Jun 15, 2001	Fed Natl Mfg 6% 7 1 2018			775,077.00	771,686				0				
									0				
									0				
									0				
									0				
Sep 28, 2001	Fed Natl Mfg 4 7.5% 3 15 2004			1,000,000	1,030,560				0				
Sep 25, 2001	Fed Natl Mfg 5 2.5% 6 15 2006			1,000,000	1,034,690				0				
Sep 27, 2001	Fed Natl Mfg 3 5.0% 9 15 2004			1,000,000	998,870				0				
Dec 18, 2001	Fed Natl Mfg 6% 1 01 2017			1,000,000	1,000,000				0				
TOTAL GOVERNMENT OBLIGATIONS(PURCHASED)			5,820,195		5,745,018	4,024,659	3,643,997		140,662				

GENERAL FUND	INVENTORY	PURCHASES	SALES/EXCHANGES	INVENTORY	FACE	MARKET	INCOME
GOVERNMENT OBLIGATIONS	AT 1 1 0	SPLITS / 2001	2001	AT 12 31 01	VALUE	VALUE	
DONATED							
Date Acq	FACE	Cost	Proceeds	Cost	Gain/Loss		
Description	VALUE						
Dec 31, 2000	165,000	170,079	167,798	170,079	(2,281)		8,238
USTN 6.25% Due 2 28 2002							
Dec 31, 2000	165,000	167,114	167,862	167,114	748		5,239
USTN 5.50% Due 1 31 2003							
Dec 31, 2000	165,000	165,000	165,000	165,000	0		4,125
USTN 5.00% Due 2 28 2001							
Dec 31, 2000	60,000	61,944	60,534	61,944	(1,410)		1,950
USTN 6.50% Due 8 31 2001							
TOTAL GOVERNMENT OBLIGATIONS (DONATED)		7,364,132	4,593,823	8,681,218	(2,943)	8,871,782	455,844
TOTAL GOVERNMENT OBLIGATIONS							
LITIGATION SETTLEMENT					66		
VALUATION ALLOWANCE							
TOTAL INVESTMENTS / GENERAL FUND		8,378,264	8,094,571	10,009,402	189,188	8,899,333	464,043

INVENTORY AT 11 01		PURCHASES SPLITS 2001		SALESEXCHANGES 2001		INVENTORY AT 12 31 01	
Date Acq	Description	No shs	Cost	No shs	Cost	No shs	Cost
Oct 3, 2000	Avaya Inc. (from Lucent)	103	3,055				
Various	Cisco Sys Inc	740	25,948				
Jan 22, 2001	Borland Software (from Imprise)	11,000	106,876				
Various	Imprise Corp	12,000	124,116				
Jan 22, 2001	To Borland Software						
Jan 22, 2001	El Paso Energy Corp	430	25,342				
Feb 11, 1999	International Business Machines	660	58,030				
Aug 14, 2000	Kadant Inc. (from Thermo Electron)	59	1,310				
Jun 12, 2001	Kraft Foods Inc CIA	1,500	46,500				
Apr 4, 2000	Leap Wireless Intl Inc	500	66,245				
May 9, 2001							
Aug 14, 2001							
Dec 6, 2001							
Various	Lucent Technologies Inc	1,901	66,457				
Aug 28, 2001		7,978	199,248				
1998/1999	North Fork Bancorporation Inc						
Apr 6, 2000	Perregrine Sys (from Harbinger)	1,000	36,586				
Dec 6, 2001							
Dec 18, 2001							
1999	Safeway Inc	2,545	125,945				
1998/1999	Storage Technology Corp	3,600	120,918				
Aug 14, 2000	Thermo Electron Corp	978	36,708				
Aug 14, 2000	Viasys Healthcare (fr Thermo)						
Various	Worldcom Inc	2,146	119,404				
Various	Worldcom Inc MCI Group						
Various	Spacoff from Worldcom Inc						
TOTAL COMMON STOCKS			982,658		285,362		

BLACK BEAUTY RANCH		INVENTORY AT 11/01		PURCHASES SPLIT 2001		SALES/EXCHANGES 2001		INVENTORY AT 12/31/01							
GOVERNMENT OBLIGATIONS															
Date Acq	Description	Face Value	Cost	Face Value	Cost	FACE VALUE	Proceeds	Cost	Date Sold	Gain/Loss	Cost	FACE VALUE	Market Value	Income	
Jan 20, 1994	USTN 5.75% due 8/15/2003	95,000	95,445			150,000	157,992	151,133	Sep 28, 2001	8,859					
Jul 1, 1998		55,000	55,688							0					
Sep 4, 1998		250,000	258,008							0					
Oct 7, 1998		100,000	106,859							0					
Nov 20, 1998		50,000	52,070							0					
Dec 23, 1998		25,000	26,090							0					
Jul 19, 1999		125,000	125,825							0	568,852	550,000	576,125	38,114	
Jan 21, 1998	USTN 5.875% due 2/15/2004	100,000	102,063							0					
Sep 4, 1998		50,000	52,172							0					
Sep 18, 1998		250,000	264,140							0					
Oct 6, 1998		100,000	108,172							0					
Dec 28, 1998		75,000	78,785							0					
Jul 19, 1999		125,000	126,504							0	731,938	700,000	738,717	41,125	
Sep 4, 1998	USTN 6.25% due 8/30/2002	125,000	130,136			390,000	399,354	405,336	Jun 15, 2001	(5,982)					
Nov 9, 1998		150,000	157,242							0					
Nov 20, 1998		25,000	26,199							0					
Jul 19, 1999		150,000	152,930	240,000	244,875					0	306,046	300,000	306,843	28,638	
FEB 2, 2001															
Sep 22, 1998	USTN 5.625% due 2/15/2008	205,000	217,043			500,000	535,312	530,200	Sep 28, 2001	5,112					
Oct 6, 1998		100,000	108,000							0					
Nov 9, 1998		150,000	158,985							0					
Dec 28, 1998		50,000	52,414							0					
Jul 19, 1999		125,000	124,355							0					
Oct 22, 1999		400,000	386,250							0	515,847	530,000	558,488	50,867	
Mar 22, 1999	Fed Natl Mort Assoc 5.125% due 2/13/2004	375,000	389,213							0					
Oct 14, 1999		225,000	212,492							0	561,705	600,000	620,438	30,750	
Nov 17, 1999	Fed Hm Ln 5.625% 9/15/2009	600,000	600,120			600,000	652,500	600,120	Sep 24, 2001	52,380	0			28,533	
Jun 15, 2001	Fed Natl Mort Assoc 6% 7/1/2016			425,042.00	423,183	2,566.51	2,566	2,555	Aug 27, 2001	11					
						1,611.01	1,611	1,594	Sep 24, 2001	17					
						1,613.85	1,614	1,607	Oct 25, 2001	7					
						1,651.12	1,651	1,644	Nov 28, 2001	7					
						4,078.48	4,078	4,060	Dec 28, 2001	18	411,723	413,521.03	414,815	9,251	
Sep 28, 2001	Fed Natl Mort 4.75% 3/15/2004			550,000	568,819					0	568,819	550,000	568,159	6,788	
Sep 28, 2001	Fed Natl Mort 5.25% 8/15/2008			550,000	569,079					0	569,079	550,000	559,971	7,201	
Sep 27, 2001	Fed Natl Mort 3.50% 8/15/2004			550,000	548,251	550,000	541,541	548,251	Dec 18, 2001	(6,710)	0			11,501	
Dec 18, 2001	Fed Natl Mort 5% 1/01/2017			550,000	550,000					0	550,000	550,000	549,830		
TOTAL GOVERNMENT OBLIGATIONS			4,148,000		2,907,207		2,298,219	2,248,500		51,719	4,891,767		4,891,384	253,568	
VALUATION ALLOWANCE															
TOTAL INVESTMENTS/BLACK BEAUTY			5,128,638		3,187,569		3,021,089	2,843,878		77,382	5,372,549	0	5,270,788	258,877	



MEMORANDUM OF AGREEMENT

BETWEEN

WILDE/LWRA, INC.

AND

THE FUND FOR ANIMALS, INC.

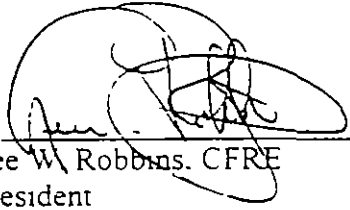
- 1 The Fund for Animals, Inc., 200 West 57th Street, New York, New York 10019, a non-profit New York organization (hereinafter referred to as The Fund) hereby agrees to retain the professional direct mail fundraising counseling services of Wilde/LWRA, Inc. (hereinafter referred to as LWRA), a Massachusetts corporation with principal offices located at 201 Summer Street, Holliston, Massachusetts 01746.
- 2 The period of time covered by this Agreement will be from October 1, 2000 through December 31, 2001. The expiration date of this Agreement will be automatically renewed for a succeeding sixty (60) days unless notice of termination of this Agreement is provided thirty (30) days prior to the maturity of the Agreement or the Agreement is renewed before the expiration date. However, this Agreement may be terminated by either party at any time during the above time period by giving a thirty (30) days written notice of termination to the other party. The exercise by either party of the option to terminate will in no way be construed as a release or waiver of any rights or obligations accrued to date.
 - a) Fundraising services to be performed in the Commonwealth of Pennsylvania under this contract will not commence until both LWRA and The Fund are properly registered in and all requirements have been met in the Commonwealth of Pennsylvania. The Commonwealth of Pennsylvania requires as do some other States the filing of this contract ten (10) days before services commence. Therefore, services will not commence until ten (10) days after the filing of a copy of this Agreement in the Commonwealth of Pennsylvania and for any other State that may require the same provisions.
 - b) Upon termination of this Agreement, all property and material produced and used under this Agreement will be considered the property of The Fund, provided full payment of all outstanding invoices generated under this Agreement have been made.

3. The services to be provided to The Fund by LWRA will consist of the following:
 - a) A direct mail fundraising program will be designed and counseled through December 31, 2001 by LWRA on behalf of The Fund for the purpose of building a substantial, quality donor constituency for The Fund
 - b) The specific fundraising mailings to be conducted by LWRA for The Fund during the period September 1, 2000 through December 31, 2001 are outlined in the enclosed program plan dated September 27, 2000
4. As compensation for LWRA providing the above Professional Direct Mail Fundraising Counseling services to The Fund, a Professional Fee in the amount of Eight Thousand Dollars (\$8,000) will be paid to LWRA. All fees will be payable within thirty (30) days of the original mailing invoice
5. Direct miscellaneous expenses incurred by LWRA during the conduct of its direct mail fundraising counseling services on behalf of The Fund, such as copying charges, travel expenses, telephone, delivery charges and miscellaneous postage are to be the financial responsibility of LWRA and will not be billed for reimbursement to The Fund
6. All mailings produced by LWRA on behalf of The Fund will be submitted to The Fund for approval before mailing. The Fund will maintain complete control over list selection, copy, graphics, package cost and volumes to be mailed
7. Estimated postage for each approved mailing to be conducted by LWRA on behalf of The Fund is to be paid by The Fund to LWRA no less than ten (10) days in advance of the scheduled mailing date
8. All Fund approved and authorized invoices for professional services and mailing materials and services submitted by LWRA to The Fund are to be paid within thirty (30) days from date of invoice
9. Any and all lists given to LWRA by The Fund are the sole property of The Fund and are not to be given, sold or assigned by LWRA to any person or entity for their use. Any mailing list provided to LWRA is and will remain the property of The Fund. LWRA will not use the mailing list for any purpose without prior written approval of The Fund. After the termination of this Agreement, LWRA will not maintain possession of the mailing list or any copies thereof, and the mailing list and all copies will be returned to The Fund
10. All solicited funds and gifts will be mailed directly to The Fund's offices or agents. At no time will LWRA have custody of, control over or possession of any funds donated to The Fund

- 11 LWRA has examined The Fund's mission statement. All funds donated through the mail will be used in the fulfillment of The Fund's mission to foster humane conduct towards animals throughout the world.
- 12 LWRA will make projections of income of the direct mail efforts and will exercise reasonable efforts to help The Fund achieve those goals. It is expressly understood, however, that any such projections by LWRA are estimates and not guarantees that any program will achieve any projected goals at the projected costs.
- 13 The Fund and/or its vendors agree to maintain accurate records of mailing results and agree to provide LWRA with certain periodic reports during the conduct of the program for evaluation. LWRA will establish procedures to ensure that this is done on an efficient, economical basis.
- 14 This Agreement may not be modified except as mutually agreed to in writing by both parties.

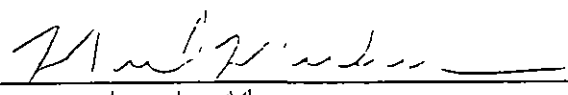
Accepted for Wilde/LWRA INC

Dated September 27 2000

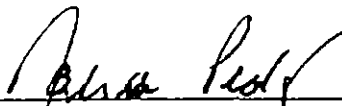
By 
Lee W. Robbins, CFRE
President

Accepted for The Fund for Animals Inc

Dated September 27 2000

By 
Michael MacFarlane
Title Executive Vice President

Dated Oct. 5, 2000

By 
MARION PLOEGST, PRESIDENT

016
OFFICE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
CHARITIES BUREAU

THE CAPITOL
ALBANY, NY 12224
(518) 486-9797

This addendum may be used by professional fund raisers and fund raising counselors who contract with charitable organizations.

The provisions of this addendum will be accepted as complying with the Executive Law, section 174-a. Professional fund raisers and fund raising counselors are not required to use this specific form. However, they are required to insure that their contracts will comply with the NYS Executive Law, section 174-a.

Professional fund raisers should strike out references in the addendum to fund raising counselors, and fund raising counselors should strike out all references to professional fund raisers.

This addendum must be signed by both parties to the contract and be attached to the contract when it is submitted to the Charities Bureau for filing.

ADDENDUM TO CONTRACT WITH CHARITABLE ORGANIZATIONS

Parties to the attached contract are The Fund for Animals, Inc.

(charitable organization)

Wilde/LWRA Inc., d/b/a/ L W Robbins Associates

(~~professional fund raiser~~) (fund raising counsel)

The parties acknowledge that the attached contract was signed by the charitable organization on _____, and by the (~~professional fund raiser~~) (fund raising counsel) on September 27, 2000, 19____.

The parties hereby agree that the provisions of this addendum shall be made part of the contract and shall be incorporated therein as if fully set forth in the contract itself. The parties further agree that the following terms and conditions shall supercede and control any provisions in the contract that are contrary to or inconsistent with the terms of this addendum.

Therefore, the parties further agree as follows.

Charitable organization's right to cancel this contract. It is understood by both parties that the charitable organization has the right under New York 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 the parties. Therefore, the charitable organization may cancel this contract without cost, penalty or liability if the charitable organization is the (~~professional fund raiser~~) (fund raising counsel) in writing as provided below.

Period during which contract may be cancelled: If the (~~professional fund raiser~~) (fund raising counsel) is registered with the New York State Charities Bureau, the charitable organization may cancel this contract at any time up to and including the fifteenth day after the contract was filed by the (~~professional fund raiser~~) (fund raising counsel) with the New York State Charities Bureau; however, if the professional fund raiser is not registered with the New York State Charities Bureau at the time this contract is signed, the charitable organization may cancel this contract at any time after it is signed.

Procedure for cancelling this contract. The charitable organization may cancel this contract by giving the (~~professional fund raiser~~) (fund raising counsel) 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 the (~~professional fund raiser~~) (fund raising counsel). If mailed, it must be sent to the following address:

Wilde/LWRA Inc., d/b/a/ L W Robbins Associates

201 Summer Street, P O Box 5838

Holliston, MA 01746-5838

The charitable organization must also mail a duplicate copy of the notice of cancellation to the State of New York, Office of the Attorney General, Charities Bureau, The Capitol Albany, NY 12224.

When the cancellation is effective. If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to the charitable organization (fund raising counsel). If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage paid, in a mailbox.

Financial arrangement: As required by the New York State Executive Law and 13 NYCRR Part 111, the parties further agree to the following financial arrangement [one or more of the paragraphs labeled (a), (b), (c), (d) and (e) must be completed]

(a) The ~~(professional fund raiser)~~ (fund raising counsel) shall retain 0 percent of the total funds collected on behalf of the charitable organization and the charitable organization shall receive for its exclusive benefit 100 percent of the total funds collected. "exclusive benefit" shall mean for purposes other than the payment of any cost and expense attributable to the fund raising campaign undertaken pursuant to this contract

(b) The ~~(professional fund raiser)~~ (fund raising counsel) shall receive the fixed fee of \$ 8,000 in satisfaction of all services rendered pursuant to this contract.

(c) The contractual expenses to be incurred by the ~~(professional fund raiser)~~ (fund raising counsel) but charged to the charitable organization or subsequently deducted from the gross receipts are as follows, and designated in either specific dollar amounts or estimates

(d) The costs per unit for the services to be provided and the projected number of units are as follows

(e) Other

In witness whereof, in testimony of their acceptance of the provisions contained in this addendum, the parties have signed this addendum on the dates set forth below.

For the charitable organization

The Fund for Animals, Inc.

(Name of organization)

Michael Markarian

(signature)

Name Michael Markarian

Title Executive Vice President

Date September 29, 2010

For the ~~(professional fund raiser)~~ (fund raising counsel)

Wilde/LWRA Inc., a/b/a/ L.W. Robbins Associates

by [Signature]

(signature)

Name Lee W Robbins, CFRE

Title President

Date September 27, 2010

S H A R E

99 Dove Street,

Somerville MA 02144

Telephone 617 629 4500

Facsimile 617 629 4510

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 Fund for Animals ("Fund for Animals" or "Client") of 8121 Georgia Avenue Silver Spring, MD 20910

1 Term

The term of this Contract is from 09/01/01 to 08/31/02 (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 Fund for Animals (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 Fund for Animals. Fund for Animals 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 Fund for Animals.

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) Written performance reports in Share's standard format
- 5) Calling space, telephones and supporting equipment and materials
- 6) Long distance and local telephone charges,
- 7) Initial handling of credit card pledges,
- 8) A fulfillment program consisting of a pledge confirmation packet and two reminder mailings, including postage
- 9) Quality control calls

C) Share will print all pledge forms and mail out all pledges in a timely fashion

- D) Share will brief callers to ensure that they are knowledgeable of the mission, campaign issues, programs, goals, program and financial needs of Fund for Animals. 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) 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 Fund for Animals, an updated database containing the Record will be returned to Fund for Animals on an IBM compatible diskette or magnetic tape. Except as Share is required by applicable state regulations, Share will not retain any copy of the Record.
- 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) Fund for Animals will —
 - 1) Provide Share a database of names, phone numbers and donor history of persons to be called (the "Database") on an ASCII fixed field length format or magnetic tape. 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 letterhead, #10 window envelopes, #9 business reply envelopes, support literature and information about programs and activities as requested by Share.
 - 4) Provide a senior official of Fund for Animals 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 Fund for Animals does not have a credit card merchant account, Fund for Animals will establish one and have it available for use at least one week before calling is scheduled to begin.
- B) Fund for Animals 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 Fund for Animals's total dollars raised.
- C) Fund for Animals 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 Fund for Animals 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. Fund for Animals 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 Fund for Animals to reasonably respond. Should Fund for Animals fail to comply with its responsibilities contained herein following receipt of such written request from Share and such failure results in the fining of Share by any regulatory agency concerned with state or local charitable registration Fund for Animals agrees to reimburse Share for said fine within 15 days of receiving documentation indicating Share has paid said fine. Any fines arising by reason of Share failing to comply with its responsibilities contained herein shall be borne solely by Share.

4. Fees, Expenses and Other Charges

Fund for Animals agrees to pay Share the following

- A) Fees \$4.25 per contact and \$1.00 per pledge
- B) Optional Services \$33 per email address captured \$500 set-up for electronically processing credit card contributions and depositing them in Fund for Animal's account and \$500 set-up fee to cover creating a personalized web page for online pledge fulfillment
- C) Expenses Those which Share may be asked to incur itself or with third party vendors on Fund for Animals's behalf including
 - 1) any costs associated with computerized telephone number matches (currently these costs are \$0.05 per new number found \$0.05 per number verified at a \$300 minimum cost)
 - 2) any additional reports or computer services requested by Fund for Animals including any computer conversion costs due to the database format not meeting Share's "Computer Specifications"
 - 3) the cost of printing pledge forms/tickets, envelopes and/or letterhead,
 - 4) the rental or purchase costs of any lists should Fund for Animals choose to have Share provide such lists

D) A Registration Services Assessment consisting of

- 1) A "pass-through" charge equal to the sum of the state filing fees advanced by Share on behalf of Fund for Animals in any of the states that charge (currently 9 states) CO[\$75] GA[\$15] IL[\$25] MO[\$25] NH[\$75] NJ[\$30] OK[\$25] PA[\$25] WA[\$10]

Plus

- 2) A "per state" charge of \$10 for each state in which Share will be fundraising on behalf of Fund for Animals during the Campaign that requires either the filing of a solicitation notice at the outset of the Contract or the filing of a financial report during or at the conclusion of the Contract (currently 34 states)

The maximum "pass-through" charge is currently \$305 the maximum "per state" charge is currently \$340. Where the breadth of the Campaign is modest or regional, a "flat" charge of \$200 will be assessed in lieu of the "pass-through" and "per state" charges.

D) Fund for Animals will be invoiced on a weekly basis. Invoices are due within fourteen days of receipt. Late payments will be subject to a late payment fee equal to the lesser of 1.5% per month of the overdue balances on all invoices then outstanding or the highest rate permitted by law from the date(s) due until paid. In addition, Fund for Animals will reimburse Share for all reasonable costs of collection (including legal fees).

5. Charitable Purpose

The Fund for Animals' mission is to speak out against egregious forms of animal cruelty.

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.

Confidentiality and Use of Client Data and Name

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 Fund for Animals are the exclusive property of Fund for Animals. Their use by Share is strictly limited to Share's performance of its responsibilities under this Contract in the manner authorized by Fund for Animals and in accordance with Fund for Animals's Campaign needs. They will be returned to Fund for Animals upon termination of the Contract and Share will not retain any copy except as may otherwise be required by applicable state regulations.

8 Understandings Governing this Agreement

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 and 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. 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

Fund for Animals 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 Fund for Animals and will be deposited in an account of Fund for Animals. 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 for services actually rendered and expenses actually incurred together with 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 Fund for Animals cancel. Should Fund for Animals exercise its right to cancel, Share will have no more responsibilities for carrying out the work associated with this Contract including but not limited to installment and fulfillment programs unless it elects to continue those programs on behalf of Fund for Animals.

12 Purpose of this Agreement

A) Fund for Animals 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 Fund for Animals. All printed matter shall provide information and material about Fund for Animals, 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 Fund for Animals 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 Fund for Animals to enter into this Contract.


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

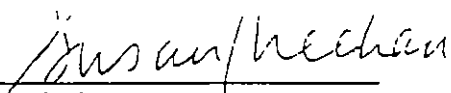
SHARE GROUP INC

LETTER OF AGREEMENT

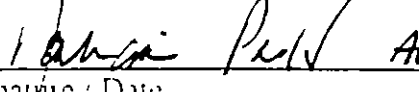
We agree to the within stated terms

For SHARE GROUP INC

By 
Dennis J. McCarthy
President
Date 8-16-01

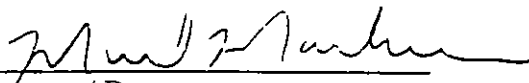
By 
Susan Meehan
Chief Operating Officer
Date 8-16-01

For Fund for Animals

By  Aug 22, 2001
Signature / Date

MARIAN PROBST
Name (please print)

PRESIDENT
Title (please print)

By 
Signature / Date 8-17-01

Michael Markarian
Name (please print)

Executive Vice President
Title (please print)

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

EXHIBIT A
TO
LETTER OF AGREEMENT
BETWEEN

Share Group, Inc. And Fund for Animals

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 Fund for Animals, 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 Connecticut, the following shall apply:

Fund for Animals 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 the 1st day of September, 2001.

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

The Fund for Animals' mission is to speak out against egregious forms of animal cruelty.

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

Fund for Animals shall receive a minimum of One percent (1%) of the gross revenue raised pursuant to this Contract dated the 1st day of September, 2001. All other financial arrangements as stated in this Contract shall remain in effect and unchanged.

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

It is estimated that Fund for Animals shall receive as a result of this solicitation campaign a minimum of One percent (1%) and Share shall receive 100 percent (100%) 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 \$19,000. It shall not affect compensation provisions as listed in this Contract dated the 1st day of September, 2001.

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

The term of this Contract shall be 09/01/01 to 08/31/02. Share shall be authorized by Fund for Animals to conduct solicitations on a nationwide basis for the purposes of the terms of this Contract. Share projects \$49,000 in gross revenue to be raised from this campaign. Share estimates expenses related to the campaign to be \$49,000. 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 address(es): Share Group, Inc., 99 Dover St., Somerville, MA 02144.

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

Fund for Animals 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 the 1st day of September, 2001. A reasonable estimate of the gross revenue that Fund for Animals shall receive is \$49,000. 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. 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 54 percent (54%).

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

Fund for Animals 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 the 1st day of September, 2001. 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.

8. 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 the 1st day of September, 2001. This shall not affect any of the other terms including compensation as set out in this Contract.

9. 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 the 1st day of September, 2001.

(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 Fund for Animals.

(c) The parties to this Contract project total expenses in the amount of \$49,000 and total revenue in the amount of \$49,000. These estimated figures are based upon experience of similar campaigns conducted by Share. Share shall submit reports to Fund for Animals on a regular basis showing actual expenses and revenues for the solicitation campaign.

10. 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 Fund for Animals. Solicitation activity and the Contract will terminate on 08/31/02 within the State of Mississippi.

(c) The Fund for Animals' mission is to speak out against egregious forms of animal cruelty.

(d) The address of Client is: 8121 Greenway Avenue, Silver Spring, MD 20910.

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

(a) Fund for Animals shall receive as a result of this solicitation 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 will, in result, and yield this assumption is based on industry standards.

(b) This shall not affect compensation provisions as listed in this Contract dated 09/01/01 to 08/31/02. All financial arrangements as stated in this Contract dated 09/01/01 to 08/31/02 shall remain in effect and unchanged. The actual percentage going to Fund for Animals 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 due and amount of the pledge, shall be the sole, exclusive property of Fund for Animals with no rights to transfer, sell, rent, or otherwise cause to be used except by Fund for Animals.

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

(a) Contract will commence on 09/01/01 within the state of New York and the Contract will terminate on 08/31/02 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:

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 in a postage prepaid mail box.

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

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

14 For the purposes of the State of Ohio, the following shall apply:

Fund for Animals 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 09/01/01 to 08/31/02 shall remain in effect and unchanged. Fund for Animals 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.

15 For the purposes of the State of Oregon, the following shall apply:

(a) Fund for Animals 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 09/01/01 to 08/31/02 shall remain in effect and unchanged.

(b) Share projects \$49,000 in gross revenue to be raised from this campaign. Share estimates expenses related to the campaign to be \$49,000. This shall not affect any of the other terms including compensation as set out in this Contract.

16 For the purposes of the Commonwealth of Pennsylvania, the following shall apply:

(a) Guarantee to Client: Fund for Animals 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 09/01/01 to 08/31/02. All financial arrangements as stated in the contract dated 09/01/01 to 08/31/02 shall remain in effect and unchanged.

(b) Percentage to Professional Solicitor: Fund for Animals agrees that Share shall be compensated pursuant to the terms of this Contract which is estimated to be 100 percent (100%) 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 09/01/01 to 08/31/02. All financial arrangements as stated in this Contract dated 09/01/01 to 08/31/02 shall remain in effect and unchanged.

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

(d) Solicitation activity and the Contract will terminate on 08/31/02 within the Commonwealth of Pennsylvania.

(e) The Fund for Animals' mission is to speak out against egregious forms of animal cruelty.

(f) The address of Client is: 8121 Georgia Avenue, Silver Spring, MD 20910.

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

(a) Fund for Animals 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 09/01/01 to 08/31/02. All financial arrangements as stated in this Contract dated 09/01/01 to 08/31/02 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 01002-117-849-2061

Share calling center: 1000 Connecticut Ave., NW, #900, Wash., DC 20036-2-2-223-3441

South Carolina Continued

- c. Name and residence address of phone room managers
Masud Hameed 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

18. For the purposes of the State of Utah the following shall apply:

Fund for Animals 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 09/01/01 to 08/31/02. All financial arrangements as stated in this Contract dated 09/01/01 to 08/31/02 shall remain in effect and unchanged. The actual percentage going to Fund for Animals shall not be less than the estimated percentage minus Ten percent (10%) of gross revenue.

19. 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 Fund for Animals and Share as a result of this solicitation campaign is 0% and 100% 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 09/01/01 to 08/31/02.

20. For the purposes of the State of Wisconsin the following shall apply:

Fund for Animals 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 09/01/01 to 08/31/02. All financial arrangements as stated in this Contract dated 09/01/01 to 08/31/02 shall remain in effect and unchanged. The actual percentage going to Fund for Animals shall not be less than the estimated percentage minus Ten percent (10%) of the gross revenue.

♦ ♦ ♦ ♦ ♦

FINANCIAL STATEMENTS AND REPORT OF
INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

THE FUND FOR ANIMALS, INC.

December 31, 2001

CONTENTS

	<u>Page</u>
Report of Independent Certified Public Accountants	3
Financial Statements	
Statement of Financial Position	4
Statement of Activities and Changes in Net Assets	5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to Financial Statements	8 - 10

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors
The Fund for Animals, Inc.

We have audited the accompanying statement of financial position of The Fund for Animals, Inc. as of December 31, 2001, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the Fund's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Fund for Animals, Inc. at December 31, 2001, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

New York, New York
April 11, 2002

The Fund for Animals, Inc

STATEMENT OF FINANCIAL POSITION

December 31, 2001

ASSETS

Cash and cash equivalents		\$ 2,300,346
Investments		
Operating	\$9,689,359	
Board-designated - Black Beauty Ranch account	<u>5,270,796</u>	14,960,155
Prepaid expenses and other		224,374
Fixed assets		
Library of animal books	10,000	
Furniture and fixtures	260,549	
Equipment	386,622	
Building and improvements	1,494,850	
Land	<u>1,299,198</u>	
	3,451,219	
Less accumulated depreciation	<u>1,403,543</u>	2,047,676
Security deposits and other		<u>63,526</u>
		<u>\$19,596,077</u>

LIABILITIES AND NET ASSETS

Accounts payable and accrued expenses		\$ 157,215
Net assets		
Unrestricted		
Operating		13,925,256
Board-designated		<u>5,513,606</u>
Total net assets		<u>19,438,862</u>
		<u>\$19,596,077</u>

The accompanying notes are an integral part of this statement

The Fund for Animals, Inc

**STATEMENT OF ACTIVITIES AND
CHANGES IN NET ASSETS**

Year ended December 31, 2001

Support		
Contributions	\$2,427,023	
Bequests	<u>3,073,923</u>	\$ 5,500,946
Revenue		
Investment income	740,803	
Net realized gain on sale of investments	266,581	
Net unrealized appreciation of investments	467,872	
Clinic and miscellaneous income	<u>418,314</u>	<u>1,893,570</u>
Total support and revenue		<u>7,394,516</u>
Expenses		
Program services		
Humane education	1,413,423	
Animal rescue and protection	2,435,955	
Legislative activities	<u>277,300</u>	
Total program services		4,126,678
Supporting services		
Management and general	746,013	
Fund raising	<u>728,030</u>	
Total supporting services		<u>1,474,043</u>
Total expenses		<u>5,600,721</u>
Change in net assets		<u>1,793,795</u>
Net assets at January 1, 2001		
Unrestricted		
Operating		12,645,550
Board-designated		<u>4,999,517</u>
		<u>17,645,067</u>
Net assets at December 31, 2001		
Unrestricted		
Operating		13,925,256
Board-designated		<u>5,513,606</u>
		<u>\$19,438,862</u>

The accompanying notes are an integral part of this statement

The Fund for Animals, Inc

STATEMENT OF FUNCTIONAL EXPENSES

Year ended December 31, 2001

	Program services			Supporting services		
	Humane education	Animal rescue and protection	Legislative activities	Management and general	Fund raising	Total expenses
Animal welfare rescue operations and cruelty investigations						
Black Beauty Ranch operating expenses		\$ 772,265				\$ 772,265
Have a Heart Clinic, New York		548,992				548,992
Wild Life Rehabilitation Center, Ramona, California		239,671				239,671
Rabbit Sanctuary, South Carolina		23,781				23,781
Other		18,143				18,143
		1,602,852				1,602,852
Data processing				\$ 4,546		\$ 4,546
Educational expense	\$ 295,043	428	\$ 2,811	1,743	\$ 384,095	684,120
Printed literature	257,030	2,200	16,087	-	33,233	308,550
Other media	48,336	17,825	1,682	17,726	3,322	88,891
Field expenses and travel	-	115,050	194,000			309,050
Donations and services to allied organizations	-	59,525	-	19,842	-	79,367
Insurance	-	115,665	-	38,555	-	154,220
Employee benefits	-			79,570		79,570
Investment advisory fees	-			38,804		38,804
Lobby tax	-	834	-	13,389	66,167	85,679
Miscellaneous	132,628	3,495	7,148	15,294	181,096	339,661
Postage	22,000	170,549	15,230	186,115	15,000	408,894
Professional fees	72,145	113,394	3,418	71,274	6,089	266,320
Rent	6,205	979	365	7,530	590	15,669
Rental of office equipment	435,513	42,517	28,737	154,897	28,135	689,799
Salaries and related payroll taxes	105,356	9,127	3,729	46,643	8,776	173,631
Stationery and office supplies	33,299	7,215	3,779	11,951	1,527	57,771
Telephone				3,973	-	3,973
Utilities	781	451	112			1,344
Total expenses before depreciation	1,413,423	2,262,106	277,300	711,852	728,030	5,392,711
Depreciation	-	173,849	-	34,161	-	208,010
Total expenses	\$1,413,423	\$2,435,955	\$277,300	\$746,013	\$728,030	\$5,600,721

The accompanying notes are an integral part of this statement

The Fund for Animals, Inc
STATEMENT OF CASH FLOWS

Year ended December 31, 2001

Cash flows from operating activities	
Change in net assets	\$ 1,793,795
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Depreciation	208,010
Net realized gain on investment transactions	(266,581)
Net unrealized appreciation of investments	(467,872)
Changes in operating assets and liabilities	
Decrease in prepaid expenses and other	35,086
Increase in accounts payable and accrued expenses	<u>44,604</u>
Net cash provided by operating activities	<u>1,347,042</u>
Cash flows from investing activities	
Purchase of and reinvestments in securities (principally in United States government obligations)	(9,746,555)
Proceeds from sales of investments and reinvestments in securities (principally in United States government obligations)	9,075,631
Purchases of fixed assets	<u>(80,025)</u>
Net cash used in investing activities	<u>(750,949)</u>
Net increase in cash and cash equivalents	596,093
Cash and cash equivalents, beginning of year	<u>1,704,253</u>
Cash and cash equivalents, end of year	<u>\$ 2,300,346</u>

The accompanying notes are an integral part of this statement

The Fund for Animals, Inc

NOTES TO FINANCIAL STATEMENTS

December 31, 2001

NOTE A - SUMMARY OF ACCOUNTING POLICIES

The Fund for Animals, Inc (the "Fund") is a New York not-for-profit corporation, qualifying under Section 501(c)(3) of the Internal Revenue Code. The Fund's purpose is the alleviation of fear and the prevention of pain and the relief of suffering of animals everywhere and to foster humane conduct toward animals and encourage and support the cooperation among all persons interested in humane activities.

A summary of the Fund's significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

1 *Investments*

Investments are stated at market value. Marketable securities acquired by gift are initially recorded at publicly traded values at the date of donation and, if not publicly traded, then at values determined by the management of the Fund, which, in their opinion, represents fair value at the date of donation.

2 *Fixed Assets*

Fixed assets acquired by purchase are stated at cost. Fixed assets acquired by gift, consisting principally of land valued at approximately \$48,400, are recorded at values determined by independent appraisal, or at values determined by the management of the Fund, which, in their opinion, represent fair market value at the dates of donation.

Depreciation is provided for in amounts sufficient to relate the cost or value of depreciable assets to expenses over their estimated service lives on a straight-line basis.

3 *Allocation of Costs and Expenses*

Costs and expenses that are incurred for or attributable to a program or supporting service are allocated directly to that category. Costs and expenses that apply to more than one functional purpose are allocated based on the amount of time employees spend on various programs.

The Fund for Animals, Inc

NOTES TO FINANCIAL STATEMENTS (continued)

December 31, 2001

NOTE A (continued)

services as determined from their daily time and expense records. Costs of printed material are allocated on the basis of the uses made of the material, content, distribution and the intended audience.

4. *Donated Services*

The financial statements of the Fund do not reflect any financial valuation for the donation of personal services to the Fund. Along with hundreds of volunteers, Marian Probst, the Fund's President, serves without salary. The value of contributed time is not reflected in the accompanying financial statements because it is not susceptible to objective measurement.

5. *Contributions and Bequests*

All contributions and bequests are considered to be available for unrestricted use unless specifically restricted by the donor.

6. *Use of Estimates in Financial Statements*

In preparing financial statements in conformity with accounting principles generally accepted in the United States of America, management makes estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

7. *Cash and Cash Equivalents*

The Fund considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

The Fund for Animals, Inc

NOTES TO FINANCIAL STATEMENTS (continued)

December 31, 2001

NOTE B - INVESTMENTS

The investments of the Fund as of December 31, 2001, were as follows

	<u>Operating</u>	<u>Board Designated</u>
Government obligations	\$8,871,762	\$4,891,384
Common stock	<u>817,597</u>	<u>379,412</u>
	<u>\$9,689,359</u>	<u>\$5,270,796</u>

NOTE C - JOINT COSTS

In 2001, the Fund incurred costs for multipurpose activities of approximately \$1,213,000. These costs were for newsletters, bulletins and mailings that included fund-raising-related articles. Of these costs, approximately \$548,000 was allocated to fund raising and \$665,000 was allocated to program services.

NOTE D - COMMITMENTS AND CONTINGENCIES

The Fund leases office facilities under operating leases. The approximate minimum annual payments for these leases are as follows:

2002	\$252,000
2003	260,000
2004	172,000
2005	<u>112,000</u>
	<u>\$796,000</u>

**Application for Extension of Time To File an
Exempt Organization Return**

OMB No 1545-1709

► File a separate application for each return

- If you are filing for an Automatic 3-Month Extension, complete only Part I and check this box ☒
- If you are filing for an Additional (not automatic) 3-Month Extension, complete only Part II (on page 2 of this form)

Note. Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868

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

Note Form 990-T corporations requesting an automatic 6-month extension - check this box and complete Part I only ☐
All other corporations (including Form 990-C filers) must use Form 7004 to request an extension of time to file income tax returns. Partnerships, REMICs and trusts must use Form 8736 to request an extension of time to file Form 1065, 1066, or 1041

Type or print File by the due date for filing your return. See instructions	Name of Exempt Organization THE FUND FOR ANIMALS, INC.	Employer identification number 13-6218740
	Number, street and room or suite no. If a P.O. box, see instructions 200 WEST 57TH STREET	
	City, town or post office state and ZIP code For a foreign address, see instructions NEW YORK, NY 10019	

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

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

- If the organization does not have an office or place of business in the United States, check this box ☐
- If this is for a **Group Return**, enter the organization's four digit Group Exemption Number (GEN) _____ If this is for the **whole** group, check this box ☐ If it is for part of the group, check this box ☐ and attach a list with the names and EINs of all members the extension will cover

1 I request an automatic 3-month (6-month, for **990-T corporation**) extension of time until **08/15**, **2002** to file the exempt organization return for the organization named above. The extension is for the organization's return for:
► ☒ calendar year **2001** or
► ☐ tax year beginning _____, and ending _____

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

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

Signature and Verification

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct, and complete and that I am authorized to prepare this form.

Signature ►  Title ► **CPA** Date ► **05/09/2002**

For Paperwork Reduction Act Notice, see instruction

Form 8868 (12-2000)

**GRANT THORNTON LLP
60 BROAD STREET
NEW YORK, NY 10004
EIN 36-6055558**