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Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- Do not enter Social Security numbers on this form as it may be made public. Information about Form 990 and its instructions is at www.irs.gov/form990.

Open to Public Inspection

A For the 2013 calendar year, or tax year beginning 2013, and ending 20

Form sections B through K: B Check if applicable, C Name of organization (AMIE'S PLACE FOUNDATION), D Employer identification number (20-3217151), E Telephone number ((212) 297-9111), F Name and address of principal officer (DOMENIC J. MIZIO), G Gross receipts (\$ 235,009), H(a) Is this a group return for subordinates? (Yes), H(b) Are all subordinates included? (Yes), I Tax-exempt status (501(c)(3)), J Website (HTTP://WWW.AMIESPLACEFOUNDATION.ORG), K Form of organization (Corporation), L Year of formation (2005), M State of legal domicile (NY)

Part I Summary

Part I Summary sections 1-7b: 1 Briefly describe the organization's mission or most significant activities, 2 Check this box if the organization discontinued its operations or disposed of more than 25% of its net assets, 3-7b Financial summary items (voting members, employees, volunteers, revenue, net income)

Table with 3 columns: Description, Prior Year, Current Year. Rows 8-19: Revenue (Contributions, Program service, Investment, Other, Total revenue) and Expenses (Grants, Benefits, Salaries, Fundraising, Other, Total expenses, Revenue less expenses). Rows 20-22: Net Assets or Fund Balances (Total assets, Total liabilities, Net assets or fund balances).

Part II Signature Block

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

Signature Block section: Sign Here (Signature of officer, Date 11/12/14), Paid Preparer Use Only (Preparer: MARTIN H LAGER, Date: 11/10/14, Firm: MARTIN H. LAGER, CPA, Address: 708 THIRD AVENUE NEW YORK, NY 10017)

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [] No

For Paperwork Reduction Act Notice, see the separate instructions.

SCANNED DEC 08 2014

Handwritten numbers: 617, 18

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III Yes No X

1 Briefly describe the organization's mission
SEE ATTACHED EXPLANATIONS AND GRANT APPLICATION.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? Yes No
If "Yes," describe these new services on Schedule O

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No
If "Yes," describe these changes on Schedule O

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported

4a (Code _____) (Expenses \$ 20,000. including grants of \$ 20,000.) (Revenue \$ _____)
SEARCH AND CARE, INC. SEE ATTACHED ORGANIZATIONS PROPOSAL AND FUNDING LETTERS

4b (Code _____) (Expenses \$ 75,000. including grants of \$ 75,000.) (Revenue \$ _____)
PETS ARE WONDERFUL SUPPORT INC (PAWS NY) - SEE ATTACHED AGREEMENT AND FUNDING LETTERS

4c (Code _____) (Expenses \$ 51,907. including grants of \$ 51,907.) (Revenue \$ _____)
FACES @ NYU LANGONE MEDICAL CENTER - SEE ATTACHED AGREEMENT AND FUNDING LETTER

4d Other program services (Describe in Schedule O) ATTACHMENT 1
(Expenses \$ 10,784. including grants of \$ _____) (Revenue \$ _____)

4e Total program service expenses ▶ 157,691.

Part IV Checklist of Required Schedules

Table with 3 columns: Question number, Yes, No. Contains 20 main questions and sub-questions (a-f) regarding organizational requirements and financial reporting.

Part IV Checklist of Required Schedules (continued)

Table with 3 columns: Question number, Question text, Yes, No. Rows 21-38 covering various organizational requirements and reporting obligations.

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

Table with columns for question number, description, and Yes/No checkboxes. Includes questions 1a-14b regarding IRS filings and tax compliance.

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

Table with 3 columns: Question, Yes, No. Rows include: 1a Enter the number of voting members of the governing body at the end of the tax year; 1b Enter the number of voting members included in line 1a, above, who are independent; 2 Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?; 3 Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?; 4 Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?; 5 Did the organization become aware during the year of a significant diversion of the organization's assets?; 6 Did the organization have members or stockholders?; 7a Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?; 7b Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?; 8 Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following: a The governing body?; b Each committee with authority to act on behalf of the governing body?; 9 Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 3 columns: Question, Yes, No. Rows include: 10a Did the organization have local chapters, branches, or affiliates?; 10b If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?; 11a Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?; 11b Describe in Schedule O the process, if any, used by the organization to review this Form 990; 12a Did the organization have a written conflict of interest policy? If "No," go to line 13; 12b Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?; 12c Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done; 13 Did the organization have a written whistleblower policy?; 14 Did the organization have a written document retention and destruction policy?; 15 Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?; 15a The organization's CEO, Executive Director, or top management official; 15b Other officers or key employees of the organization; 16a Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?; 16b If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed NY,
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year
20 State the name, physical address, and telephone number of the person who possesses the books and records of the organization: MARTIN H. LAGER, CPA 708 THIRD AVENUE NEW YORK, NY 10017 212 297 9111

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII.

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) RUCHAMA GAMIEL, LCSW DIRECTOR		X						0	0	0
(2) DOMENIC J. MIZIO ESQ CHAIRMAN		X		X				0	0	0
(3) JANET MIZIO TREASURER		X		X				0	0	0
(4)										
(5)										
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514		
Contributions, Gifts, Grants and Other Similar Amounts	1a	Federated campaigns	1a					
	b	Membership dues	1b					
	c	Fundraising events	1c					
	d	Related organizations	1d					
	e	Government grants (contributions)	1e					
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	235,000.				
	g	Noncash contributions included in lines 1a-1f \$						
	h	Total. Add lines 1a-1f		235,000.				
Program Service Revenue	2a	_____ Business Code _____						
	b	_____						
	c	_____						
	d	_____						
	e	_____						
	f	All other program service revenue						
	g	Total. Add lines 2a-2f		0				
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts). ATTACHMENT 2		9.				
	4	Income from investment of tax-exempt bond proceeds		0				
	5	Royalties		0				
	6a	Gross rents	(i) Real					
			(ii) Personal					
			b	Less rental expenses				
			c	Rental income or (loss)				
	d	Net rental income or (loss)		0				
	7a	Gross amount from sales of assets other than inventory	(i) Securities					
			(ii) Other					
			b	Less cost or other basis and sales expenses				
			c	Gain or (loss)				
	d	Net gain or (loss)		0				
	8a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a					
			b	Less direct expenses				
c			Net income or (loss) from fundraising events		0			
9a	Gross income from gaming activities See Part IV, line 19	a						
		b	Less direct expenses					
		c	Net income or (loss) from gaming activities		0			
10a	Gross sales of inventory, less returns and allowances	a						
		b	Less cost of goods sold					
		c	Net income or (loss) from sales of inventory		0			
Miscellaneous Revenue		Business Code						
11a	_____							
b	_____							
c	_____							
d	All other revenue							
e	Total. Add lines 11a-11d		0					
12	Total revenue. See instructions		235,009.					

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to governments and organizations in the United States See Part IV, line 21	157,691.	157,691.		
2 Grants and other assistance to individuals in the United States See Part IV, line 22	0			
3 Grants and other assistance to governments, organizations, and individuals outside the United States. See Part IV, lines 15 and 16	0			
4 Benefits paid to or for members	0			
5 Compensation of current officers, directors, trustees, and key employees	0			
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0			
7 Other salaries and wages	0			
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0			
9 Other employee benefits	0			
10 Payroll taxes	0			
11 Fees for services (non-employees)				
a Management	0			
b Legal	0			
c Accounting	5,720.		5,720.	
d Lobbying	0			
e Professional fundraising services See Part IV, line 17.	0			
f Investment management fees	0			
g Other. (if line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O).	35.		35.	
12 Advertising and promotion	0			
13 Office expenses	2,529.		2,529.	
14 Information technology	965.		965.	
15 Royalties	0			
16 Occupancy	0			
17 Travel	0			
18 Payments of travel or entertainment expenses for any federal, state, or local public officials	0			
19 Conferences, conventions, and meetings	0			
20 Interest	0			
21 Payments to affiliates	0			
22 Depreciation, depletion, and amortization	0			
23 Insurance	1,555.		1,555.	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O)				
a FILING FEE				
b WEB SITE DESIGN & MAINTENANC				
c BANK FEES				
d				
e All other expenses				
25 Total functional expenses. Add lines 1 through 24e	168,495.	157,691.	10,804.	
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)	0			

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	10,894.	1	85,897.
	2 Savings and temporary cash investments	10,574.	2	5,583.
	3 Pledges and grants receivable, net	0	3	0
	4 Accounts receivable, net	6,114.	4	2,616.
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees Complete Part II of Schedule L	0	5	0
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions) Complete Part II of Schedule L	0	6	0
	7 Notes and loans receivable, net	0	7	0
	8 Inventories for sale or use	0	8	0
	9 Prepaid expenses and deferred charges	0	9	0
	10a Land, buildings, and equipment, cost or other basis. Complete Part VI of Schedule D	10a		
	b Less accumulated depreciation	10b	10c	0
	11 Investments - publicly traded securities	0	11	0
	12 Investments - other securities See Part IV, line 11	0	12	0
	13 Investments - program-related See Part IV, line 11	0	13	0
	14 Intangible assets	0	14	0
	15 Other assets. See Part IV, line 11	0	15	0
16 Total assets. Add lines 1 through 15 (must equal line 34)	27,582.	16	94,096.	
Liabilities	17 Accounts payable and accrued expenses	0	17	0
	18 Grants payable	0	18	0
	19 Deferred revenue	0	19	0
	20 Tax-exempt bond liabilities	0	20	0
	21 Escrow or custodial account liability Complete Part IV of Schedule D	0	21	0
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons Complete Part II of Schedule L	0	22	0
	23 Secured mortgages and notes payable to unrelated third parties	0	23	0
	24 Unsecured notes and loans payable to unrelated third parties	0	24	0
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24) Complete Part X of Schedule D	0	25	0
	26 Total liabilities. Add lines 17 through 25	0	26	0
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets		27	
	28 Temporarily restricted net assets		28	
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds	0	30	0
	31 Paid-in or capital surplus, or land, building, or equipment fund	0	31	0
	32 Retained earnings, endowment, accumulated income, or other funds	27,582.	32	94,096.
33 Total net assets or fund balances	27,582.	33	94,096.	
34 Total liabilities and net assets/fund balances	27,582.	34	94,096.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	235,009.
2	Total expenses (must equal Part IX, column (A), line 25)	2	168,495.
3	Revenue less expenses Subtract line 2 from line 1	3	66,514.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	27,582.
5	Net unrealized gains (losses) on investments	5	0
6	Donated services and use of facilities	6	0
7	Investment expenses	7	0
8	Prior period adjustments	8	0
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0
10	Net assets or fund balances at end of year Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	94,096.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

- 1 Accounting method used to prepare the Form 990: Cash Accrual Other _____
 If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O
- 2a Were the organization's financial statements compiled or reviewed by an independent accountant?
 If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both
 Separate basis Consolidated basis Both consolidated and separate basis
- b Were the organization's financial statements audited by an independent accountant?
 If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
 If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
2a	X	
2b		X
2c		
3a		X
3b		

SCHEDULE A
(Form 990 or 990-EZ)

Public Charity Status and Public Support

OMB No 1545-0047

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

2013

Department of the Treasury
Internal Revenue Service

▶ **Attach to Form 990 or Form 990-EZ.**
▶ **Information about Schedule A (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.**

Open to Public Inspection

Name of the organization

AMIE'S PLACE FOUNDATION

Employer identification number

20-3217151

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is (For lines 1 through 11, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2 A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II)
- 8 A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II)
- 9 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 exempt 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)**. (Complete Part III)
- 10 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 11 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See **section 509(a)(3)**. Check the box that describes the type of supporting organization and complete lines 11e through 11h.
 - a Type I b Type II c Type III-Functionally integrated d Type III-Non-functionally integrated
- e By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?
 - (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization?

	Yes	No
11g(i)		X
11g(ii)		X
11g(iii)		X
 - (ii) A family member of a person described in (i) above?

	Yes	No
11g(ii)		X
 - (iii) A 35% controlled entity of a person described in (i) or (ii) above?

	Yes	No
11g(iii)		X
- h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in col (i) listed in your governing document?		(v) Did you notify the organization in col (i) of your support?		(vi) Is the organization in col (i) organized in the U S ?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
Total									

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

Schedule A (Form 990 or 990-EZ) 2013

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received (Do not include any "unusual grants")	55,635.	95,553.	57,727.	150,000.	235,000.	593,915.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0
4 Total. Add lines 1 through 3	55,635.	95,553.	57,727.	150,000.	235,000.	593,915.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f).						0
6 Public support. Subtract line 5 from line 4						593,915.

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
7 Amounts from line 4	55,635.	95,553.	57,727.	150,000.	235,000.	593,915.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	12.	18.	12.	13.	9.	64.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0
10 Other income Do not include gain or loss from the sale of capital assets (Explain in Part IV)	15,603.					15,603.
11 Total support. Add lines 7 through 10						609,582.
12 Gross receipts from related activities, etc (see instructions)				12		
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here	<input type="checkbox"/>					

Section C. Computation of Public Support Percentage

14 Public support percentage for 2013 (line 6, column (f) divided by line 11, column (f))	14	97.43%
15 Public support percentage from 2012 Schedule A, Part II, line 14	15	95.75%
16a 33 1/3% support test - 2013. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input checked="" type="checkbox"/>	
b 33 1/3% support test - 2012. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
17a 10%-facts-and-circumstances test - 2013. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
b 10%-facts-and-circumstances test - 2012. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization	<input type="checkbox"/>	
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions	<input type="checkbox"/>	

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II)

Section A. Public Support

Table with 7 columns: (a) 2009, (b) 2010, (c) 2011, (d) 2012, (e) 2013, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Gross receipts from admissions, merchandise sold or services performed; 3 Gross receipts from activities that are not an unrelated trade or business under section 513; 4 Tax revenues levied for the organization's benefit; 5 The value of services or facilities furnished by a governmental unit; 6 Total. Add lines 1 through 5; 7a Amounts included on lines 1, 2, and 3 received from disqualified persons; 7b Amounts included on lines 2 and 3 received from other than disqualified persons; 7c Add lines 7a and 7b; 8 Public support (Subtract line 7c from line 6).

Section B. Total Support

Table with 7 columns: (a) 2009, (b) 2010, (c) 2011, (d) 2012, (e) 2013, (f) Total. Rows include: 9 Amounts from line 6; 10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources; 10b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975; 10c Add lines 10a and 10b; 11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on; 12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.); 13 Total support. (Add lines 9, 10c, 11, and 12).

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here. []

Section C. Computation of Public Support Percentage

Table with 2 columns: Percentage, %; Rows include: 15 Public support percentage for 2013 (line 8, column (f) divided by line 13, column (f)); 16 Public support percentage from 2012 Schedule A, Part III, line 15.

Section D. Computation of Investment Income Percentage

Table with 2 columns: Percentage, %; Rows include: 17 Investment income percentage for 2013 (line 10c, column (f) divided by line 13, column (f)); 18 Investment income percentage from 2012 Schedule A, Part III, line 17.

19a 33 1/3% support tests - 2013. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization []

b 33 1/3% support tests - 2012. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization []

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions []

Part IV **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information (See instructions).

**SCHEDULE I
(Form 990)**

**Grants and Other Assistance to Organizations,
Governments, and Individuals in the United States**

Complete if the organization answered "Yes" to Form 990, Part IV, line 21 or 22.
▶ Attach to Form 990.

Department of the Treasury
Internal Revenue Service

Name of the organization

AMIE'S PLACE FOUNDATION

Part I General Information on Grants and Assistance

- 1 Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance? Yes No
- 2 Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States. Yes No

Part II Grants and Other Assistance to Governments and Organizations in the United States. Complete if the organization answered "Yes" to Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

1 (a) Name and address of organization or government	(b) EIN	(c) IRC section if applicable	(d) Amount of cash grant	(e) Amount of non-cash assistance	(f) Method of valuation (book, FMV, appraisal, other)	(g) Description of non-cash assistance	(h) Purpose of grant or assistance
(1) SEARCH AND CARE, INC. 1844 SECOND AVENUE NEW YORK, NY 10128	23-7444790	501(C)(3)	20,000.				PROVIDES CARE MANAGE
(2) PETS ARE WONDERFUL SUPPORT INC (PAWS NY) PO BOX 3333 NEW YORK, NY 11211	80-0233785	501(C)(3)	75,000.				PROVIDE SUPPORT TO V
(3) FACES @ NYU LANGONE MEDICAL CENTER 223 EAST 34TH STREET NEW YORK, NY 10016	13-5562308	501(C)(3)	51,907.				TO DETERMINE IF THOS
(4) SUNNYSIDE COMMUNITY SERVICES INC. 43-31 39TH STREET SUNNYSIDE, NY 11104	51-0189327	501(C)(3)	6,750.				PET PALS PROGRAM TO
(5) -----							
(6) -----							
(7) -----							
(8) -----							
(9) -----							
(10) -----							
(11) -----							
(12) -----							

2 Enter total number of section 501(c)(3) and government organizations listed in the line 1 table 4.

3 Enter total number of other organizations listed in the line 1 table 4.

For Paperwork Reduction Act Notice, see the instructions for Form 990.

Schedule I (Form 990) (2013)

Part III Grants and Other Assistance to Individuals in the United States. Complete if the organization answered "Yes" on Form 990, Part IV, line 22. Part III can be duplicated if additional space is needed.

	(a) Type of grant or assistance	(b) Number of recipients	(c) Amount of cash grant	(d) Amount of non-cash assistance	(e) Method of valuation (book, FMV, appraisal, other)	(f) Description of non-cash assistance
1						
2						
3						
4						
5						
6						
7						

Part IV Supplemental information. Complete this part to provide the information required in Part I, line 2, Part III, column (b), and any other additional information.

SCHEDULE I PART IV

THE FOUNDATION REQUIRES THE ORGANIZATION TO REPORT ON A REGULAR BASIS THE USE OF THE GRANT, NUMBER OF INDIVIDUALS PROVIDED WITH CARE, AND PLANS FOR FUTURE EXPANSION OF THEIR PATIENT CARE PROGRAM ALONG WITH ADDITIONAL FINANCING FROM OTHER SOURCES OTHER THAN THIS FOUNDATION.

SCHEDULE O
(Form 990 or 990-EZ)

Supplemental Information to Form 990 or 990-EZ

OMB No 1545-0047

2013

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.

Name of the organization

AMIE'S PLACE FOUNDATION

Employer identification number

20-3217151

PART VI - QUESTION 10

ALL MEMBERS OF THE BOARD ARE PROVIDED WITH A COPY FOR THEIR REVIEW AND COMMENT PRIOR TO FILING.

QUESTION 15A, PART VI, SECTION B

THE HIRING OF THE EXECUTIVE DIRECTOR IS REVIEWED AND APPROVED BY THE BOARD OF DIRECTORS. ALL COMPENSATION PAID IS BASED UPON MARKET PLACE COMPARISONS OF OTHER NON PROFIT ORGANIZATIONS.

ATTACHMENT 1

FORM 990, PART III, LINE 4D - OTHER PROGRAM SERVICES

<u>DESCRIPTION</u>	<u>GRANTS</u>	<u>EXPENSES</u>	<u>REVENUE</u>
RANTS TO OTHER PUBLIC CHARITIES		10,784.	
TOTALS		<u>10,784.</u>	

ATTACHMENT 2

FORM 990, PART VIII - INVESTMENT INCOME

<u>DESCRIPTION</u>	(A) <u>TOTAL REVENUE</u>	(B) <u>RELATED OR EXEMPT REVENUE</u>	(C) <u>UNRELATED BUSINESS REV.</u>	(D) <u>EXCLUDED REVENUE</u>
INTEREST INCOME		9.		
TOTALS		<u>9.</u>		

Amie's Place Foundation
Church Street Station
P. O. Box 1799
New York, New York 10008

January 01, 2013

Ms. Rachel Herman
President
Pets Are Wonderful Support, Inc. (PAWS NY)
30 Bayard Street, Apartment 4B
Brooklyn, New York 11211-1235
And:
PAWS NY
PO Box 333, New York, New York 10159-0333

Dear Ms. Herman

Pursuant to our Letter of Agreement for Funding Grant, we are delighted to enclose our January 01, 2013, fifth installment check for \$18,750.

On behalf of all of us dedicated to Amie's Place Foundation, we are most pleased to make this Grant available and assure you of our fullest support and commitment to our partnership and shared goals.

Yours truly,



Martin H. Lager, CPA
Comptroller
Amie's Place Foundation

Amie's Place Foundation
Church Street Station
P. O. Box 1799
New York, New York 10008

March 28, 2013

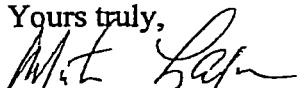
Ms. Rachel Herman
President
Pets Are Wonderful Support, Inc. (PAWS NY)
30 Bayard Street, Apartment 4B
Brooklyn, New York 11211-1235
And:
PAWS NY
PO Box 333, New York, New York 10159-0333

Dear Ms. Herman

Pursuant to our Letter of Agreement for Funding Grant, we are delighted to enclose our April 01, 2013, sixth installment check for \$18,750.

On behalf of all of us dedicated to Amie's Place Foundation, we are most pleased to make this Grant available and assure you of our fullest support and commitment to our partnership and shared goals.

Yours truly,



Martin H. Lager, CPA

Comptroller
Amie's Place Foundation

Amie's Place Foundation
Church Street Station
P. O. Box 1799
New York, New York 10008

June 28, 2013

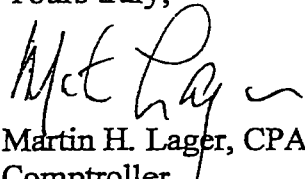
Ms. Rachel Herman
President
Pets Are Wonderful Support, Inc. (PAWS NY)
30 Bayard Street, Apartment 4B
Brooklyn, New York 11211-1235
And:
PAWS NY
PO Box 333, New York, New York 10159-0333

Dear Ms. Herman

Pursuant to our Letter of Agreement for Funding Grant, we are delighted to enclose our July 01, 2013, seventh installment check for \$18,750.

On behalf of all of us dedicated to Amie's Place Foundation, we are most pleased to make this Grant available and assure you of our fullest support and commitment to our partnership and shared goals.

Yours truly,



Martin H. Lager, CPA
Comptroller
Amie's Place Foundation

Amie's Place Foundation
Church Street Station
P. O. Box 1799
New York, New York 10008

September 09, 2013


Ms. Rachel Herman
President
Pets Are Wonderful Support, Inc. (PAWS NY)
30 Bayard Street, Apartment 4B
Brooklyn, New York 11211-1235
And:
PAWS NY
PO Box 333, New York, New York 10159-0333

Dear Ms. Herman

Pursuant to our Letter of Agreement for Funding Grant, we are delighted to enclose our September 2013, eighth installment check for \$18,750. We regret the delay and thank you for your patience.

On behalf of all of us dedicated to Amie's Place Foundation, we are most pleased to make this Grant available and assure you of our fullest support and commitment to our partnership and shared goals.

Yours truly,


Martin H. Lager, CPA
Comptroller
Amie's Place Foundation

AMIE'S PLACE FOUNDATION
Church Street Station
P.O. Box 1799
New York, New York 10008

December 31, 2013

Pets Are Wonderful Support, Inc. (PAWS NY)
240 Kent Avenue, 3rd Floor
Brooklyn, NY 11249-4121

Attention: Rachel Herman, Executive Director

Agreement for Two-Year Revised Renewal Funding and Grant - PAWS NY Program

Dear Ms. Herman:

It has been our pleasure to review the Pets Are Wonderful Support, Inc., ("PAWS NY") Two-Year Renewal Grant Application dated September 18, 2013 and supporting materials along with your Revised Renewal Grant Proposal dated November 08, 2013 (the "2014 Grant Application") and which, together with your attached (I) "Addendum to PAWS NY Revised Proposal for Funding" email dated November 14, 2013 and, (II) based upon emails from November 08, 2013 to November 13, 2013 with Amie's Place Foundation ("Amie's Place" or the "Foundation") and, (III) which includes the MedicAlert benefit, which, since FY 2013, Amie's Place generously allocated to PAWS NY, will allocate an additional eighteen (18), at \$250.00 each, \$4,500.00, for a total of twenty-five (25) free six-year sponsored memberships (in 2013, "seven (7) have been enrolled as of November 08, \$1,750.00"), from its grant to MedicAlert Foundation International, "Keeping Families Connected Free Memberships Program for qualified pet owners". These free memberships will continue to provide vulnerable PAWS NY clients with 24/7 emergency services and medical IDs which will ensure that their pets are taken care of should they face a crisis, (the "MedicAlert Grant") and shall be included and referred to below as the "Grant Application" of PAWS NY for a Two-Year Revised Renewal Funding and Grant requesting \$274,400 from Amie's Place Foundation plus continue to provide the above described six-year memberships from its MedicAlert Grant for the proposed PAWS NY program for the 2014 and 2015 calendar years from January 01, 2014, to December 31, 2015.

Amie's Place, in its capacity as a New York not-for-profit corporate Foundation, which is dedicated to keeping families and pets together and preventing the unnecessary forced separation of people from their pets simply because no one is there to help them, and which provides funding grants to programs consistent with that Foundation goal, has determined to grant PAWS NY's two-year revised renewal funding request at an increase of \$20,000.00, in the aggregate amount of \$170,000.00, and consistent with the Foundation's Mission and our original Grant, these funds are restricted for the PAWS NY "Housecall Program" and "Foster and Emergency Care Program", for \$85,000.00 per year, based on the calendar year, and continue to provide the

"first-of-its-kind" free six-year memberships from its MedicAlert Grant, subject to the terms and conditions of this letter agreement (the "Agreement"). These \$170,000.00 funds are to be paid each year in four (4) quarterly installments of \$21,250.00 each in 2014 and 2015 on the first business day of each quarter as further described in paragraph 7 below, subject to the terms and conditions of this Agreement and the terms and conditions of the Grant Application. Amie's Place and PAWS NY together are sometimes referred to in this Agreement as the "Parties" and each, individually, as a "Party."

It is our understanding that PAWS NY is an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") and is classified as a publicly supported organization within the meaning of Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. If there has been any change in your exempt status and/or classification, please notify us immediately and do not deposit the grant checks until you hear from us.

Further, we understand PAWS NY to be a New York not-for-profit corporation which provides pet-care assistance at no charge for vulnerable community members with pets and which has requested funding for this Grant Application, and, to continue to receive the above described six-year memberships provided by Amie's Place MedicAlert Grant to PAWS NY and, as you state, "This grant will allow PAWS NY to continue providing services needed to keep families with pets together." PAWS NY is a community-based program engaging volunteers to help vulnerable people with pets by providing, inter alia, in-home pet owner care supports, while also serving to improve the framework for smaller/mid-sized agencies considering programs that can help meet the needs of members of the community for pet-care assistance for those who risk losing their pet during times of crises simply because no one is there to help them.

In consideration for the mutual promises in this Agreement, and other valuable consideration the sufficiency of which is acknowledged, Amie's Place and PAWS NY agree as follows:

1. The term of this Agreement, based on the calendar year and not the fiscal year, shall commence on January 01, 2014 and shall terminate on the earlier of December 31, 2015 or the failure of either Party to materially fulfill its obligations under this Agreement, which failure is not cured within thirty (30) days of written notice from the other Party (the "Term").
2. In determining to grant PAWS NY's two-year revised renewal funding request, Amie's Place has relied upon the information and representations in the Grant Application. Accordingly, PAWS NY warrants the truth and accuracy of the representations in the Grant Application and agrees to use this \$170,000.00 Two-Year Revised Renewal Funding and Grant, plus continue to receive the above described six-year memberships from its MedicAlert Grant, and shall be referred to herein as the "Grant" for the purposes, in the manner described in the Grant Application and in this Agreement, and to adhere to all other representations in the Grant Application and to the terms of this Agreement (where such terms are not in conflict with the terms of this Agreement).
3. In order to enhance the community benefit of the Grant and the projects it funds (the "PAWS NY Program"), the Parties agree to cooperate in any reasonable way during the Term to publicize and to cross-promote the goals, activities, developments and other benefits to

PAWS NY derived from the Grant (collectively, the "Cross-Promotion"). The Cross-Promotion shall include, but not be limited to: (a) the Parties shall issue one (1) joint press release with text agreed upon by the Parties, publicizing the Grant, which shall be posted on each of their websites using their logos, with an accompanying hyperlink to each Party's general website and, in each case, to other communications and social media that each Party uses where relevant, (b) subject to the terms and conditions of this Agreement and during the Term, PAWS NY grants to Amie's Place a limited worldwide, non-exclusive, non-transferable and royalty-free license to access, display, distribute or otherwise use the PAWS NY logo and additional materials generated by PAWS NY concerning the PAWS NY Program, including photos, stories and other materials, on the Amie's Place Foundation website (www.amiesplacefoundation.org) and in any Amie's Place promotional materials, subject to review and approval by PAWS NY, which approval shall not be unreasonably withheld; and (c) where appropriate, PAWS NY shall acknowledge the Grant by use of a phrase in its promotional materials (the "Acknowledgment") substantially similar to the following: "Funding for the PAWS NY Program and free MedicAlert memberships is made possible by a generous grant from Amie's Place Foundation, who funds organizations that create programs dedicated to keeping families and pets together." For the purpose of clarifying clause (c) of this paragraph 3, the Acknowledgment requirement shall be satisfied by (A) including the Acknowledgment on the main landing page of the PAWS NY website (www.pawsny.org) (the "Website"); (B) sending a dedicated email (the text of which must be agreed upon by Amie's Place) to the registered PAWS NY email list (2,435 people, as of 12/30/13), within thirty (30) business days of the commencement of the Term, relating to the Grant and/or including the Acknowledgment; (C) posting at least four messages annually, including the Acknowledgment, on the PAWS NY Facebook page (1,730 followers, as of 12/30/13) relating to the Grant and/or including the Acknowledgment; (D) posting a minimum of four "tweets" annually on PAWS NY's Twitter feed (973 followers, as of 12/30/13) relating to the Grant and/or including the Acknowledgment; and (E) announcing the Grant and/or Acknowledgment in all other social media outlets currently in use by PAWS NY (e.g., Instagram, Pinterest, etc.).

4. During the Term of this Agreement, PAWS NY shall ensure that Ms. Rachel Herman, Executive Director, other PAWS NY staff, volunteers, and, if deemed useful to the development, a PAWS NY board member, are reasonably available for an interview and, if requested, will use reasonable efforts to obtain permission of one (1) PAWS NY client to be interviewed by Amie's Place in connection with the production of a promotional video by Amie's Place, and a copy of which will be provided to PAWS NY at no charge. Further, in the event a video is produced by PAWS NY, a copy will be provided to Amie's Place at no charge.

5. PAWS NY shall cooperate with Amie's Place to ensure the Grant is used for the purposes and in the manner represented by the Grant Application. Such cooperation shall include but not be limited to: (a) PAWS NY shall provide Amie's Place with four (4) quarterly written reports (specifically, the First Quarter, Semi-Annual, Third Quarter, and Annual Reports) via email and two hard copies by mail with supporting documents, on the progress of the PAWS NY Program and the use of the Two-Year Revised Renewal Funding and Grant, within thirty (30) days of the end of each period; (b) PAWS NY shall provide Amie's Place with a customary evaluation, including statistical quantitative materials and program data, if any, that may be obtained from research or surveys, if any, as have been completed; (c) and PAWS NY shall cooperate with any reasonable requests by Amie's Place for information on the progress of the PAWS NY Program and use of the Grant by PAWS NY; and (d) the reports shall give an

accounting of all expenditures of income and sources of income related to the PAWS NY Program and the Grant that are received during the prior period.

6. Any PAWS NY Program nonconfidential materials prepared by PAWS NY in its ordinary course of business that could be utilized by Amie's Place and/or its affiliates to assist the goals of Amie's Place, shall be furnished upon request and without charge to Amie's Place with permission to use the materials for any appropriate purposes related to the Foundation goals of Amie's Place.

7. Subject to PAWS NY's compliance with the terms and conditions of this Agreement, Amie's Place will make the Grant payment described in paragraph 1 of this Agreement to PAWS NY based on the calendar year and not the fiscal year, as follows: (i) \$21,250 representing the first quarterly installment due on January 2, 2014 which will be paid within five (5) business days of receipt by Amie's Place of this Agreement executed by PAWS NY; and (ii) \$21,250 on the first business day of each quarter thereafter beginning April 1, 2014, subject to the approval by Amie's Place of the applicable calendar year 2014 and 2015 First Quarter, Semi-Annual, Third Quarter and Annual Reports, compliance with the other provisions of this Agreement and ongoing compliance by PAWS NY with the projections of the PAWS NY Program, as may be modified from time to time in writing by both parties. PAWS NY will provide promptly such additional information, reports and documents as Amie's Place may request for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary to it. The above Grant payments shall be made by check made payable to "PAWS NY" and shall be submitted to: Rachel Herman, Executive Director, Pets Are Wonderful Support, Inc. (PAWS NY), 240 Kent Avenue, 3rd Floor, Brooklyn, New York 11249-4121.

8. PAWS NY hereby declares, states and assures Amie's Place that nothing in its organization charter and bylaws, as properly amended, prohibits or makes impossible PAWS NY's full and complete compliance with the terms and conditions of this Agreement and with the execution of the grants and program described and agreed to in this Agreement.

9. PAWS NY is responsible for the use of granted assets as designated in this Agreement and for maintaining accurate, audited financial records. PAWS NY shall professionally manage the resources of this Grant including the original proceeds, and any earnings thereon, at all times in such good and sound fiduciary manner as to be able to carry out its obligations under this Agreement.

10. To the extent PAWS NY seeks to register a copyright in any materials it prepares in connection with its PAWS Program or otherwise prepared with the assistance of this Two-Year Revised Renewal Funding and Grant by Amie's Place, PAWS NY shall ensure such copyright is obtained in the names of Amie's Place and PAWS NY as joint owners.

11. PAWS NY agrees to indemnify and to hold harmless Amie's Place and any of its respective donors, officers, directors, employees, volunteers, agents and other representatives (collectively, "Representatives") from and against any and all losses, claims, damages, judgments or liabilities of any kind (including but not limited to any reasonable attorney's fees or expenses incurred by Amie's Place or any of its Representatives to the extent they become a

party, witness or otherwise involved in any lawsuit, investigation, arbitration, claim or other proceeding) arising out of a breach of this Agreement by such Party and, additionally in the case of Amie's Place and its Representatives as indemnitees, concerning the Two-Year Revised Renewal Funding and Grant, the subject of this Agreement and the use of that Grant by PAWS NY.

12. Upon PAWS NY's execution below of this Agreement, and subject to its terms and conditions, Amie's Place shall make this \$170,000.00 Two-Year Revised Renewal Funding and Grant, plus make available an additional eighteen (18) MedicAlert sponsored memberships (an aggregate of an additional \$4,500) to PAWS NY for the purposes described in the Grant Application.

13. This Agreement contains the entire agreement between the Parties concerning its subject matter; it shall supersede all prior communications between the Parties; no modification of this Agreement shall be valid unless in a writing signed by both Parties; no Party can assign or otherwise transfer any obligation in this Agreement without the express written permission of the other Party; and this Agreement shall be governed by the substantive laws of the State of New York (without regard to any conflict of law principles).

Very truly yours,

AMIE'S PLACE FOUNDATION

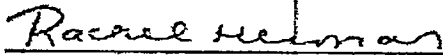
By: 

Name: Domenic J. Mizio
Position: Chairman

AGREED:

On behalf of Pets Are Wonderful Supports, Inc., (PAWS NY), I understand and agree to the foregoing terms and conditions of the Amie's Place Two-Year Revised Renewal Funding and Grant supporting pet-care assistance to enhance the quality of life of vulnerable families and pets struggling with medical challenges and hereby certify my authority to execute this Agreement on behalf of Pets Are Wonderful Supports, Inc., (PAWS NY).

PETS ARE WONDERFUL SUPPORTS, INC., (PAWS NY).

By: 
Name: Rachel Herman
Position: Executive Director

Amie's Place Foundation
Church Street Station
P. O. Box 1799
New York, New York 10008

June 13, 2013

Orrin Devinsky, MD
Director, NYU Langone Comprehensive Epilepsy Center
FACES -- (Finding a Cure for Epilepsy and Seizures)
at NYU Langone Medical Center
223 East 34th Street
New York, New York 10016

Dear Dr. Devinsky,

Thank you for executing on behalf of FACES -- (Finding A Cure for Epilepsy and Seizures) at Langone Medical Center and returning the June 03, 2013 Letter of Agreement for Funding Grant.

Pursuant to that Agreement, we are delighted to enclose our check for \$51,907.00 representing the first of two installments for a \$103,814.00 one-year 2013/2014 funding Grant from Amie's Place Foundation for the Revised May 17, 2013 Application and Budget.

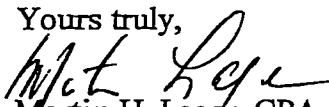
As you have appreciated, Amie's Place Foundation is committed to funding organizations that provide volunteer community-based programs for people who need help caring for their pets, who risk losing them during times of crisis, and who face barriers limiting access to their pets when they most need each other.

We believe this important FACES Research Grant supports these goals for vulnerable community members and will help keep FACES families and pets together while struggling with epilepsy and seizures and can be a valuable model to others seeking to establish similar programs.

Once more, on behalf of Amie's Place Foundation, we are most pleased to make this Grant available and look forward to the privilege of working with you.

Congratulations and best wishes.

Yours truly,



Martin H. Lager, CPA

Comptroller
Amie's Place Foundation

AMIE'S PLACE FOUNDATION
Church Street Station
P.O. Box 1799
New York, New York 10008

June 03, 2013

FACES – (Finding a Cure for Epilepsy and Seizures)
at NYU Langone Medical Center
223 East 34th Street
New York, NY 10016

Attention: Orrin Devinsky, MD – Director, NYU and Saint Barnabas Epilepsy Centers

Agreement for one-year 2013/2014 Funding Grant – FACES at NYU Langone Medical Center

Dear Dr. Devinsky,

It has been our pleasure to review the FACES – (Finding a Cure for Epilepsy and Seizures) at NYU Langone Medical Center Grant Application Form (FACES Research Grant) dated April 05, 2013, and supporting materials, together with your May 17, 2013 Revised Application and Budget for a \$103,814.00 one-year 2013/2014 based on the calendar year, funding grant from Amie's Place Foundation ("Amie's Place"). Amie's Place, in its capacity as a New York not-for-profit corporate Foundation which is dedicated to supporting people who are at risk of losing their pets at times of crises because no one is there to help them, and develop this important program to help keep FACES families and pets together while struggling with epilepsy and seizures, and which provides funding grants to programs consistent with that Foundation goal, has determined to grant FACES – (Finding a Cure for Epilepsy and Seizures) at NYU Langone Medical Center funding request for a one-year period from on or before 9/01/13 to on or before 8/31/14 in the total amount of \$103,814.00, based on, as you state: "A growing body of scientific research is showing that pets can also make us healthy, or healthier. This study will examine a trial of children and/or adults with treatment resistant epilepsy and how they respond to having a pet and developing a strong bond with an animal of their choice." This \$103,814.00 is to be paid in two (2) installments of \$51,907.00 as further described in paragraph 7 below subject to the terms and conditions of this letter agreement ("Agreement") and the terms and conditions of the FACES – (Finding a Cure for Epilepsy and Seizures) at NYU Langone Medical Center (FACES Research Grant). Amie's Place and FACES together are sometimes referred to in this Agreement as the "Parties" and each, individually, as a "Party."

Of the \$103,814.00 total grant award, as you state: "The primary purpose would be to determine if those with treatment resistant epilepsy experience additional health benefits from a relationship with a pet of their choice." And further, "Our goal is to improve the quality of life for people with epilepsy by promoting the animal-human bond."

It is our understanding that FACES is an organization described in Section 501(c)(3) of the Internal Revenue Code, (the "Code") and is classified as a publicly supported organization within the meaning of Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. If there has been any change in your exempt status and/or classification, please notify us immediately and do not deposit the grant checks until you hear from us.

In consideration for the mutual promises in this Agreement, and for other valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of this Agreement, based on the calendar year and not the fiscal year, shall commence on or before September 01, 2013 and shall terminate on or before August 31, 2014. (the "Term").

2. In determining to grant FACES' funding request, Amie's Place has relied upon the information in the FACES Research Grant. Accordingly, FACES warrants the truth and accuracy of the information in the FACES Research Grant and agrees to use the \$103,814.00 funding grant for the purposes, and in the manner described in the FACES Research Grant and in this Agreement, and to adhere to the terms of the FACES Research Grant (where such terms are not in conflict with the terms of this Agreement) and to the terms of this Agreement.

3. In order to enhance the community benefit of this funding grant and the project it funds, the Parties agree, during the Term of this Agreement, to cooperate reasonably with each other in the promotion of the FACES Research Grant (the "FACES Research"). Such cooperation may include: (i) reasonable efforts to publicize, in an appropriate way, this important innovative research to determine the impact of pets and their special relationship with children, families and caregivers who struggle with the challenges of epilepsy, and develop this important program to help keep FACES families and pets together while struggling with epilepsy and seizures grant by Amie's Place, the FACES Research and the goals and activities of both Amie's Place and FACES in connection with the FACES Research, including providing acknowledgment of this funding grant by Amie's Place in FACES' promotional materials for the FACES Research and using, where practicable and appropriate, the Amie's Place logo, and (ii) FACES' agreement herein to the use by Amie's Place of certain FACES Research promotional materials, client stories and photographs that are incorporated into the FACES Research promotional materials and which are used and published by FACES.

4. Within five (5) business days of FACES' execution of this Agreement, FACES will, subject to the reasonable satisfaction and approval of Amie's Place, issue a press release acknowledging this important innovative research grant from Amie's Place. The press release will be posted on FACES' website using the Amie's Place logo and will include a hyperlink to the website of Amie's Place and, in each case, to other communications and social media that it uses where relevant. The press release will also be acknowledged and posted by Amie's Place on its website using the FACES logo, with a hyperlink to FACES' website and, in each case, to other communications including social media that it uses where relevant.

5. During the Term of this Agreement, FACES shall ensure that Orrin Devinsky, MD, Ms. Pamela Mohr, Executive Director and FACES staff, volunteers and, if deemed useful to the development, a FACES board member, are reasonably available for an interview and, if requested, will use reasonable efforts to obtain permission of a FACES Research patient to be interviewed by Amie's Place in connection with the production of a promotional video by Amie's Place.

6. FACES will provide Amie's Place with written reports via email and two hard copies by mail, summarizing the FACES Research activity during the reporting period, based on the calendar year and not the fiscal year, as follows: a semi-annual report which shall be submitted on or before March 31, 2014 and a year-end report which shall be submitted on or before August 31, 2014 for the purpose of summarizing activity and findings of the FACES Research and accompanied by such research and

program data, obtained from research and/or surveys, if any, as have been completed. The semi-annual and year-end reports shall supply sufficient information, with supporting documents, for Amie's Place to determine that the grant has been or is being used for the purposes intended as generally described in the FACES Research. The reports shall evaluate the FACES Research and give an accounting of all expenditures of income and sources of income received to date during the prior period relating to the FACES Research.

7. Subject to FACES' compliance with the terms and conditions of this Agreement, Amie's Place will make the grant payments described in paragraph 1 of this Agreement to FACES based on the calendar year and not the fiscal year, as follows: (i) \$51,907.00 to be paid to FACES within five (5) business days of receipt by Amie's Place of this Agreement executed by FACES, and \$51,907.00 paid on the first business day following receipt of the semi-annual report. All payments will be subject to the approval by Amie's Place of the applicable calendar 2013/2014 semi-annual and year-end performance reports, compliance with the other provisions of this Agreement, and ongoing compliance by FACES with the projections of the FACES Research, as may be modified from time to time in writing by both parties. FACES will provide promptly such additional information, reports and documents as Amie's Place may reasonably request for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary to it. The above grant payments shall be made by check made payable to FACES – (Finding a Cure for Epilepsy and Seizures) at NYU Langone Medical Center and shall be submitted to: Orrin Devinsky, MD, FACES at NYU Langone Medical Center, 223 East 34th Street, New York, NY 10016.

8. If, through our mutual efforts, we exceed the initial expectations of FACES Research findings and implications on the health and safety of FACES' patients, during the calendar year 2013/2014, Amie's Place will agree to consider FACES' request for additional funding for further research to enhance healing, recovery and quality of life keeping families and pets together.

9. FACES is responsible for the use of granted assets as designated in this Agreement and for maintaining accurate, audited financial records. FACES shall professionally manage the resources of this FACES Research Grant including the original proceeds and any earnings thereon, at all times in such good and sound fiduciary manner as to be able to carry out its obligations under this Grant contract.

10. FACES hereby declares, states and assures Amie's Place that nothing in its organization charter and bylaws, as properly amended, prohibits or makes impossible, FACES' full and complete compliance with the terms and conditions of this Agreement and with the execution of the grants and program described and agreed to in this Agreement.

11. To the extent FACES seeks to copyright any materials it prepares in connection with its FACES Research or otherwise prepared with the assistance of this funding grant supporting the relationships of families and pets struggling with the challenges of epilepsy by Amie's Place, FACES shall ensure such copyright is obtained in the joint names of Amie's Place and FACES.

12. Each Party agrees to indemnify and to hold harmless the other Party and any of its respective donors, officers, directors, employees, volunteers, agents and other representatives (collectively, "Representatives") from and against any and all losses, claims, damages, judgments, or liabilities of any kind (including but not limited to any reasonable attorney's fees or expenses incurred by the other Party or any of its Representatives to the extent they become a party, witness or otherwise involved in any lawsuit, investigation, arbitration, claim or other proceeding) arising out of a breach of

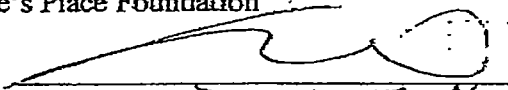
this Agreement by such Party and, additionally in the case of Amie's Place and its Representatives as indemnitees, arising out of the use of the grant by FACES.

13. This Agreement, together with the attached FACES Research Grant Application to the extent incorporated herein by the terms of this Agreement, contains the entire agreement between the Parties concerning its subject matter and shall supersede all prior communications and agreements between the Parties concerning the subject matter hereof. In the event of a conflict between any of the terms and conditions of this Agreement and the terms or conditions of the FACES Research, the terms of this Agreement shall prevail. No modification of this Agreement shall be valid unless in writing signed by both Parties, and neither Party may assign or otherwise transfer this Agreement or any obligation hereunder without the express written permission of the other Party. Any purported assignment or transfer in violation of this Paragraph 13 shall be null and void. This Agreement shall be governed by the internal laws of the State of New York (without regard to any conflict of law principles).

Very truly yours,

Amie's Place Foundation

By

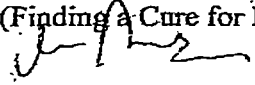

Name/Date: DOMENIC J. MIZIO / JUNE 12, 2013
Position: CHAIRMAN, AMIE'S PLACE FOUNDATION

AGREED:

On behalf of FACES, I understand and agree to the foregoing terms and conditions of the Amie's Place Grant supporting research to enhance quality of life of families and pets struggling with the challenges of epilepsy and hereby certify my authority to execute this Agreement on FACES' behalf.

FACES – (Finding a Cure for Epilepsy and Seizures) at NYU Langone Medical Center

By:


Name/Date: Orrin Dolinsky / June 10, 2013
Position: Director, NYU Langone Comprehensive Epilepsy Center

Amie's Place Foundation
Church Street Station
P. O. Box 1799
New York, New York 10008

November 27, 2013

Mr. Brian C. Kravitz, Executive Director
Search and Care, Inc.
1844 Second Avenue
New York, New York 10128

Dear Mr. Kravitz,

Thank you for executing on behalf of Search and Care, Inc., and returning the September 30, 2013 Letter of Agreement for FY14 Renewal Funding Grant.

Pursuant to that Agreement, we are delighted to enclose our check for \$20,000.00. To date, this Fourth Grant Award brings the total to \$70,000.00 from Amie's Place Foundation for Search and Care's Pet & Elder Empowerment Project (PEEP) Application and Budget.

As you have appreciated, Amie's Place Foundation is committed to funding organizations that provide volunteer community-based programs for people who need assistance caring for their pets, risk losing them during times of crisis, or face barriers limiting access to their pets when they most need each other.

We believe this important PEEP Renewal Grant supports these goals for vulnerable community members and helps keep Search and Care's families and pets together while struggling with medical challenges and can be a valuable model to others seeking to establish similar programs.

Once more, on behalf of Amie's Place Foundation, we are most pleased to make this Renewal Grant available and look forward to the privilege of working with you.

Congratulations and best wishes.

Yours truly,



Martin H. Lager, CPA
Comptroller
Amie's Place Foundation

AMIE'S PLACE FOUNDATION
Church Street Station
P.O. Box 1799
New York, New York 10008

September 30, 2013

Search and Care, Inc.
1844 Second Avenue
New York, New York 10128
Attn: Brian C. Kravitz, Executive Director

Agreement for Search and Care FY14 Renewal Funding Grant

Dear Mr. Kravitz:

It has been our pleasure to review the grant application ("2013 Grant Application") dated June 05, 2013 and supporting materials, which, together with "Search and Care – FY13 Budget" and "Search and Care (PEEP) Program Budget: July 2013 – June 2014" and other attachments to that application received June 14, 2013 and, Addendums: I) "Search and Care Annual Report 2012 received June 26, 2013 and II) submitted emails from Mr. Brian Kravitz, Executive Director: (i.) PEEP program update dated June 20, 2013 and (ii) July 01, 2013 commitment to the "Addendum to Search and Care's FY14 PEEP Renewal itemized in Ms. Robin Strashun's June 25, 2013 email, and (iii.) June 27, 2013 email from Ms. Robin Strashun: "Update re MedicAlert benefit", and III) additionally, since FY2013, Amie's Place Foundation has generously allocated to Search and Care and (at their request) agreed to extend to their DFTA (NYC Department For The Aging) contract partners, Lenox Hill Neighborhood House and Carter Burden Center For The Aging" 25 six-year sponsored memberships for Search and Care and, in the aggregate for the three contract partner organizations, 20 more six-year sponsored memberships, totaling \$250.00 each from Amie's Place Foundation grant to MedicAlert Foundation International, "*Keeping Families Connected Free Memberships Program for qualified pet owners*". These free memberships will provide vulnerable Search and Care and their DFTA contract partner Elders ("DFTA") - who are also pet owners - with 24/7 emergency services and medical ID's which will ensure that their pets are taken care of should they face a crisis, (the MedicAlert Grant) and shall be included and referred to below as the ("Grant Application") of Search and Care, Inc. ("Search and Care") for a one-year Renewal Funding Grant of \$20,000, from Amie's Place Foundation ("Amie's Place") plus continue to provide the above described six-year memberships from its ("MedicAlert Grant") for the proposed "Pet and Elder Empowerment Project" (PEEP) for your 2014 fiscal year from July 1, 2013, to June 30, 2014.

Amie's Place, in its capacity as a New York not-for-profit corporate Foundation, which is dedicated to help prevent the unnecessary forced separation of people from their pets and supporting people who are at risk of losing their pets at times of crises simply because no one there to help them, and which provides funding grants to programs consistent with that

Search and Care, Inc.

September 30, 2013

Page 2

Foundation goal, has determined to grant Search and Care's renewal funding request and continue to provide the "first-of-its-kind" six-year memberships from its MedicAlert Grant, subject to the terms and conditions of this agreement (the "Agreement"). This \$20,000.00, is to be paid as further described in paragraph 7 below subject to the terms and conditions of this letter of agreement ("Agreement") and the terms and conditions of the Grant Application of Search and Care. Amie's Place and Search and Care together are sometimes referred to in this Agreement as the "Parties" and each, individually, as a "Party."

It is our understanding that Search and Care is an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") and is classified as a publicly supported organization within the meaning of Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. If there has been any change in your exempt status and/or classification, please notify us immediately and do not deposit the grant checks until you hear from us.

Further, we understand Search and Care to be a New York not-for-profit corporation which provides care management services/programming for vulnerable community elders living in Yorkville, Carnegie Hill, and East Harlem, and which has requested this \$20,000 renewal grant and, continue to receive the above described six-year memberships provided by Amie's Place MedicAlert Grant to Search and Care and extended to its DFTA partners, complement its existing programs and, as you state, "To broaden and maintain Search and Care's comprehensive model of fee-free community-based pet services – offered through our Pet and Elder Empowerment Project (PEEP), which helps frail, isolated, and often homebound elders by engaging multicultural/intergenerational volunteers who provide in-home pet care and therapeutic animal visits." Search and Care is a community-based program engaging volunteers to help vulnerable elders by providing, *inter alia*, in-home pet owner care supports and animal-assisted activities, while also serving to improve the framework for smaller/mid-sized agencies considering programs that can help meet the needs of members of the community for pet-care assistance for those who risk losing their pet during times of crises because no one is there to help them.

In consideration for the mutual promises in this Agreement, and other valuable consideration the sufficiency of which is acknowledged, Amie's Place and Search and Care (the "Parties") agree as follows:

1. The term of this Agreement, based on the fiscal year and not the calendar year, shall commence on July 1, 2013 and shall terminate on June 30, 2014 (the "Term").
2. In determining to grant Search and Care's renewal funding request, Amie's Place has relied upon the information and representations in the Grant Application. Accordingly, Search and Care warrants the truth and accuracy of the representations in the Grant Application and agrees to use this \$20,000 renewal funding grant plus, continue to receive the above described six-year memberships from its MedicAlert Grant, and shall be referred to below as the "Grant" for the purposes, and in the manner, described in the Grant Application and in this Agreement, and to adhere to all other representations in the Grant Application and to the terms of this Agreement (where such terms are not in conflict with the terms of this Agreement).

3. In order to enhance the community benefit of this renewal funding and unique Grant and the project it funds, the Parties agree to cooperate in any reasonable way to publicize and to promote, in an appropriate way, this renewal and Grant by Amie's Place, the PEEP Project of Search and Care, and the goals and activities of both Amie's Place and Search and Care. This cooperation shall include but not be limited to: (a) the Parties shall issue a joint press release publicizing this renewal grant and Grant by Amie's Place and Search and Care's PEEP Project, which press release shall be posted on each of their websites using their logos, with an accompanying hyperlink to each other's general website and, in each case, to other communications social media that it uses where relevant; (b) Search and Care shall furnish to Amie's Place and hereby grants Amie's Place permission to use on its website, and in any of its promotional materials and using where practicable and appropriate, the Amie's Place logo, any materials generated by Search and Care concerning the PEEP Project, including photos, stories, and other materials; and (c) any references by Search and Care to its PEEP Project shall include acknowledgment of this renewal funding and Grant by Amie's Place (e.g., "Funding for Search and Care's PEEP Project and free MedicAlert memberships made possible by a generous grant from Amie's Place Foundation, who funds organizations that create programs dedicated to keeping families and pets together").

4. During the Term of this Agreement, Search and Care shall ensure that Mr. Brian C. Kravitz, Executive Director and Search and Care staff, volunteers and, if deemed useful to the development, a Search and Care board member, are reasonably available for an interview and, if requested, will use reasonable efforts to obtain permission of a Search and Care client to be interviewed by Amie's Place in connection with the production of a promotional video by Amie's Place.

5. Search and Care shall cooperate with Amie's Place's ability to ensure its renewal funding and Grant is used for the purposes, and in the manner, represented by the Grant Application. Such cooperation shall include but not be limited to: (a) Search and Care shall provide Amie's Place with quarterly, semi-annual and annual written reports via email and two hard copies by mail with supporting documents, on the progress of the PEEP Program and the use of the renewal funding and Grant, within 30 days of the end of each period; (b) Search and Care shall provide Amie's Place with any evaluation, including statistical quantitative, materials and program data, if any, that may be obtained from research or surveys, if any, as have been completed; (c) and Search and Care shall cooperate with any reasonable requests by Amie's Place for information on the progress of the PEEP Program and use of the renewal funding and Grant by Search and Care; and (d) the reports shall give an accounting of all expenditures of income and sources of income related to the PEEP Program and the Grant that are received to date during the prior period.

6. Any materials prepared by Search and Care that could be utilized by Amie's Place and/or other organizations to assist the goals of Amie's Place, shall be furnished without charge to Amie's Place with permission to use it for any appropriate purposes related to the Foundation goals of Amie's Place.

7. Subject to Search and Care's compliance with the terms and conditions of this Agreement, Amie's Place will make the grant payment described in paragraph 1 of this Agreement to Search and Care based on the fiscal year 2014 and not the calendar year, as follows: \$20,000.00 to be paid to Search and Care within five (5) business days of receipt by

Amie's Place of this Agreement executed by Search and Care. ^{BK 11/13/13} ^{DTM 11/21/13} ~~Payment will be subject to the approval by Amie's Place of the applicable fiscal year 2014 semi-annual and year-end performance reports, compliance with the other provisions of this Agreement, and ongoing compliance by Search and Care, as may be modified from time to time in writing by both parties. Search and Care will provide promptly such additional information, reports and documents as Amie's Place may reasonably request for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary to it.~~ The above grant payment shall be made by check made payable to Search and Care, Inc. and shall be submitted to: Mr. Brian C. Kravitz, Executive Director, at 1844 Second Avenue, New York, New York 10128.

8. Search and Care hereby declares, states and assures Amie's Place that nothing in its organization charter and bylaws, as properly amended, prohibits or makes impossible, Search and Care's full and complete compliance with the terms and conditions of this Agreement and with the execution of the grants and program described and agreed to in this Agreement.

9. Search and Care is responsible for the use of granted assets as designated in this Agreement and for maintaining accurate, audited financial records. Search and Care shall professionally manage the resources of this Grant including the original proceeds and any earnings thereon, at all times in such good and sound fiduciary manner as to be able to carry out its obligations under this Grant contract.

10. To the extent Search and Care seeks to copyright any materials it prepares in connection with its PEEP Project or otherwise prepared with the assistance of this renewal funding and Grant by Amie's Place, Search and Care shall ensure such copyright is obtained in the joint names of Amie's Place and Search and Care.

11. Search and Care agrees to indemnify and to hold harmless Amie's Place and any of its respective donors, officers, directors, employees, volunteers, agents and other representatives (collectively, "Representatives") from and against any and all losses, claims, damages, judgments, or liabilities of any kind (including but not limited to any reasonable attorney's fees or expenses incurred by Amie's Place or any of its Representatives to the extent they become a party, witness or otherwise involved in any lawsuit, investigation, arbitration, claim or other proceeding) arising out of a breach of this Agreement by such Party and, additionally in the case of Amie's Place and its Representatives as indemnities, concerning the renewal funding and Grant the subject of this Agreement and the use of that grant by Search and Care.

12. Upon Search and Care's execution below of this Agreement, and subject to its terms and conditions, Amie's Place shall make this \$20,000 renewal funding and Grant to Search and Care for the purposes in the Grant Application.

13. This Agreement contains the entire agreement between the Parties concerning its subject matter; it shall supersede all prior communications between the Parties; no modification of this Agreement shall be valid unless in a writing signed by both Parties; no Party can assign or otherwise transfer any obligation in this Agreement without the express written permission of the

Search and Care, Inc.
September 30, 2013
Page 5

other Party; and this Agreement shall be governed by the substantive laws of the State of New York (without regard to any conflict of law principles).

Very truly yours,
AMIE'S PLACE FOUNDATION

By: _____
Name: DOMENIC J. MIZIO
Position: CHAIRMAN 11/20/13

AGREED:

On behalf of Search and Care, I understand and agree to the foregoing terms and conditions of the Amie's Place Renewal Funding and Grant supporting pet-care assistance to enhance the quality of life of vulnerable families and pets struggling with medical challenges and hereby certify my authority to execute this Agreement on Search and Care's behalf.

SEARCH AND CARE, INC.

By: _____
Name: _____
Position: November 13, 2013



AMIE'S PLACE³
FOUNDATION

HOME
NEWS
HISTORY
FOUNDATION GOALS
DONATIONS
GRANT APPLICATION
CONTACT

FOR PEOPLE & PETS WHO NEED EACH OTHER



Foundation Goals

Amie's Place Foundation is dedicated to supporting people who are at risk of losing their pets at times of crisis only because no one is there to help them.

People often feel profound isolation when trying to survive serious illness and loss. The unique comfort gained from the healing presence of a beloved pet can make a measurable difference in recovery. This is not the time to be forced to separate.

The Foundation funds special programs that:

- Provide pet-care assistance to help people through times of medical necessity to ensure they will not sacrifice their own health care needs because of concerns for the well-being of their pets.
- Promote attention to the vital role that responsible companion-animal ownership plays within society and help overcome barriers limiting access to their pets when they most need each other.
- Support awareness of the unique and healing bond a beloved pet and its human companion share and commitment to help preserve this bond.

By accomplishing these goals, Amie's Place Foundation will help restore meaning and purpose to injured lives and preserve the quality of life.

AMIE'S PLACE FOUNDATION

GRANT APPLICATION FORM

Date of application: _____

Name of organization to which grant would be paid. *(Please list exact legal name):*

Purpose of grant *(In one sentence):*

Address of organization:

Telephone number: _____ Fax: _____ Email: _____

Executive Director / Chief Executive Officer: _____

Chief Financial Officer: _____

Board President: _____

Contact person for this proposal if different from above: _____

Telephone number: _____ Fax: _____ Email: _____

Is your organization an IRS 501(c)(3) not-for-profit? YES ___ NO ___

If no, please explain:

Grant request: \$ _____

Check one: General support ___ Project support ___

Total organizational budget *(For the current year):* \$ _____

Dates covered by this budget *(mo/day/year):* _____

Total project budget *(If requesting project support):* \$ _____

Dates covered by project budget *(mo/day/year):* _____

Project name *(if applicable):* _____

I. PROPOSAL SUMMARY: one-half page, maximum.

Please summarize, in a short paragraph, the purpose of your agency. Briefly explain why your agency is requesting this grant, what outcomes you hope to achieve, and how you will spend the funds if a grant is made.

II. NARRATIVE: *five pages maximum.*

A. Background—Describe the work of your agency, addressing each of the following:

1. A brief description of its history and mission.
2. The need or problem that your organization works to address, and the population that your agency serves, including geographic location, socio-economic status, race, ethnicity, gender, sexual orientation, age, physical ability and language.
3. Programs and accomplishments. Please emphasize achievements of the recent past.
4. Number of paid full-time staff; number of paid part-time staff; number of volunteers.
5. Your organization's relationships — both formal and informal — with other organizations working to meet the same needs or providing similar services.
6. Explain how the work of your agency differs from these other agencies.

B. Funding Request—Please describe the program for which you seek funding.

1. If applying for general operating support, briefly describe how this grant would be used and how the funds will be accounted for.
2. If your request is for a new project, briefly describe how this grant would be used, how the funds will be accounted for.
3. Please explain the project, including:
 - A statement of its primary purpose and the need or problem that you are seeking to address.
 - The population that you plan to serve and how this population will benefit from the project.
 - Strategies that you will employ to implement your project.
 - The proposed staffing pattern for the project, and the names and titles of the individuals who will direct the project.
 - Anticipated length of the project.
 - How the project contributes to your organization's overall mission.

C. Evaluation—Please explain how you will measure the effectiveness of your activities. Describe your criteria for a successful program and the results you expect to have achieved by the end of the funding period.

III. ATTACHMENTS: Please label all attachments to correspond to the **bold-faced, capitalized** items below.

A. Financial Information—Please provide the dates that each document covers.

1. Your **MOST RECENT FINANCIAL STATEMENT**, audited if available. This statement should reflect actual expenditures and funds received during your most recent fiscal year.
2. A list of foundation and corporate **SUPPORTERS** and all other sources of income, with amounts, for your current and most recent fiscal year.

If project funding is requested:

3. **AN EXPENSE BUDGET FOR THE PROPOSED PROJECT.** List each staff line separately and include % of time spent on project. Indicate the specific uses of the requested grant, if possible.
4. A list of all **SOURCES OF INCOME** toward the project, actual and prospective with amounts.

B. Other Supporting Materials

1. A list of your Board of Directors, with their affiliations.
2. A copy of your most recent IRS letter indicating your agency's tax-exempt status.
3. One-paragraph resumes of key staff for the proposed project, including qualifications relevant to the specific request.
4. Your most recent annual report, if available.
5. No more than three examples of recent articles about, or evaluations of your organization, if available.

Authorization:

Signature of CEO/Executive Director

Date

Printed name and title

Please submit your complete application as follows:

Email: info@amiesplacefoundation.org

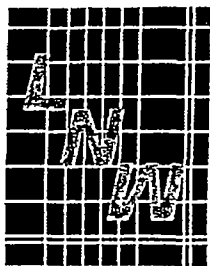
Mail two copies to:

Amie's Place Foundation
Church Street Station, PO Box 1799
New York, NY 10008

AMIE'S PLACE FOUNDATION

FINANCIAL STATEMENTS
(unaudited)

FOR THE YEARS ENDED
DECEMBER 31, 2013 AND DECEMBER 31, 2012



Levine Neider Wohl, LLP

1000 F STREET, N.W. • SUITE 1000 • WASHINGTON, D.C. 20004

1000 F STREET, N.W. • SUITE 1000 • WASHINGTON, D.C. 20004

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1000 F STREET, N.W. • SUITE 1000 • WASHINGTON, D.C. 20004

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

**To the Officers and Directors of
Amie's Place Foundation**

We have reviewed the accompanying statements of financial position of Amie's Place Foundation (a nonprofit organization) as of December 31, 2013 and December 31, 2012, and the related statements of activities and changes in net assets and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Organization management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the reviews in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Levine Neider Wohl, LLP

October 27, 2014.

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AMIE'S PLACE FOUNDATION
STATEMENTS OF FINANCIAL POSITION (unaudited)
DECEMBER 31

	<u>ASSETS</u>	<u>2013</u>	<u>2012</u>
Current Assets:			
Cash and cash equivalents		\$91,480	\$21,468
Sundry receivable		<u>2,616</u>	<u>6,114</u>
Total Current Assets		<u>94,096</u>	<u>27,582</u>
Total Assets		<u>\$94,096</u>	<u>\$27,582</u>
	<u>NET ASSETS</u>		
Net Assets:			
Unrestricted		\$94,096	\$27,582
Total Net Assets		<u>\$94,096</u>	<u>\$27,582</u>

The accompanying notes and accountant's review report should be read in conjunction with the financial statements.

AMIE'S PLACE FOUNDATION
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS (unaudited)
DECEMBER 31

	<u>2013</u>	<u>2012</u>
UNRESTRICTED REVENUES AND OTHER SUPPORT:		
Contributions	\$235,000	\$150,000
Interest income	<u>9</u>	<u>13</u>
 Total Unrestricted Revenues And Other Support	 <u>235,009</u>	 <u>150,013</u>
UNRESTRICTED EXPENSES:		
Program service expenses - grants	157,691	160,500
Outside contract services	400	1,770
Liability insurance	1,555	1,577
Telephone	1,190	1,023
Internet/web	565	272
Bank charges	140	85
Filing fee	35	35
Professional fees	5,720	-
Supplies	<u>1,199</u>	<u>-</u>
 Total Unrestricted Expenses	 <u>168,495</u>	 <u>165,262</u>
 Net Increase (Decrease) In Net Assets	 66,514	 (15,249)
 Net Assets At Beginning Of Year	 <u>27,582</u>	 <u>42,831</u>
 Net Assets At End Of Year	 <u>\$94,096</u>	 <u>\$ 27,582</u>

The accompanying notes and accountant's review report should be read in conjunction with the financial statements.

AMIE'S PLACE FOUNDATION
STATEMENTS OF CASH FLOWS (unaudited)
DECEMBER 31

	<u>2013</u>	<u>2012</u>
Cash Flows From Operating Activities:		
Increase (Decrease) In Net Assets	\$66,514	\$(15,249)
Adjustments To Reconcile (Increase) Decrease In Net Assets To Net Cash Provided By (Used In) Operating Activities:		
Sundry receivable	<u>3,498</u>	<u>(6,114)</u>
Net Cash Provided By (Used In) Operating Activities	<u>70,012</u>	<u>(21,363)</u>
Increase (Decrease) In Cash	70,012	(21,363)
Cash – Beginning	<u>21,468</u>	<u>42,831</u>
Cash – End	<u>\$91,480</u>	<u>\$ 21,468</u>

The accompanying notes and accountant's review report should be read in conjunction with the financial statements.

AMIE'S PLACE FOUNDATION
NOTES TO FINANCIAL STATEMENTS (unaudited)
DECEMBER 31, 2013 AND DECEMBER 31, 2012

Note 1 - Organization

The Organization in its capacity as a New York not-for-profit Foundation is dedicated to supporting people who are at risk of losing their pets at times of crisis by funding special programs that support people who become isolated, hospitalized, or physically or financially disabled.

The Organization makes grants available to other organizations described in Section 501(c)(3) of the Internal Revenue Code and are classified as publically supported organizations.

Note 2: Summary Of Significant Accounting Policies

Basis Of Accounting

The financial statements of the Organization have been prepared on the accrual basis.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Estimates

The process of preparing financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions regarding certain types of assets, liabilities, revenues, and expenses. Such estimates primarily relate to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Contributions

Contributions received from direct public support are recorded as increases in unrestricted, temporarily restricted, or permanently restricted net assets, depending on the existence and/or nature of any donor restrictions.

The Organization receives 100% of its contributions from one donor.

AMIE'S PLACE FOUNDATION
NOTES TO FINANCIAL STATEMENTS (unaudited) (continued)
DECEMBER 31, 2013 AND DECEMBER 31, 2012

Note 2: Summary Of Significant Accounting Policies (continued)

Grants

Conditional grants are not recognized as unrestricted expenses in the financial statements until the conditions are substantially met.

Income Taxes

The Organization is exempt from United States income taxes under section 501(c)(3) of the Internal Revenue Code.

Note 3: Cash

Cash at December 31, 2013 and December 31, 2012 consisted of the following:

	<u>2013</u>	<u>2012</u>
Checking	\$85,897	\$10,894
Money market	<u>5,583</u>	<u>10,574</u>
	<u>\$91,480</u>	<u>\$21,468</u>

The Organization maintains cash balances at a bank. Accounts at the bank are insured by the Federal Deposit Insurance Corporation to \$250,000 per depositor. At December 31, 2013, the Organization had no concentration of credit risk with respect to these accounts.

The Organization maintains an account with a stock brokerage firm. The account contains cash. Balances are insured up to \$500,000 (with a limit of \$100,000 for cash) by the Securities Investor Protection Corporation.

Note 4: Subsequent Events

The Organization evaluated for subsequent events through October 27, 2014, the date the financial statements were available to be issued. No material subsequent events were identified by the Organization.

See accompanying accountant's review report.

