



International Fund for Animal Welfare

November 2, 2006

CERTIFIED MAIL NO. 7026 0100 0003 0026 0489
RETURN RECEIPT REQUESTED

www.ifaw.org

INTERNATIONAL HEADQUARTERS
 411 Main Street
 Yarmouth Port, MA 02675-1843
 USA
 Tel: 508 744 2000
 Fax: 508 744 2009

Top Hat Plan Exemption
 Pension and Welfare Benefits Administration
 Room N-5644
 U.S. Department of Labor
 200 Constitution Avenue, NW
 Washington, D.C. 20210

To the Secretary:

The employer identified below has adopted an executive "top hat" plan for a select group of management or highly compensated employees.

This notice is provided pursuant to Department of Labor Regulations, 29 C.F.R. Sec. 2520.104-23.

Name of Employer: International Fund for Animal Welfare, Inc.

Federal ID Number: 31- 1594197

Address: 411 Main Street
 Yarmouth Port, MA 02675
 Attn: Finance Office

Tel. No. (508) 744-2131

Name of Plan: International Fund for Animal Welfare, Inc. 457(b)
Retirement Plan

Number of similar plans maintained: 0

Number of participants in Plan at effective date: 2

OFFICES IN:

Australia
 Belgium
 Canada
 China
 East Africa
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U.S. DEPARTMENT OF LABOR
 PENSION AND WELFARE BENEFITS ADMINISTRATION

Pension and Welfare Benefits Administration
U.S. Department of Labor
October 25, 2005
Page 2

Further information about the plan, including copies of the documents, will be provided upon your request. Please address any inquiries to my attention.

Sincerely,

A handwritten signature in black ink, appearing to read "Melanie Powers".

Melanie Powers, CFO

cc: Thomas Maul, Reporting & Compliance Manager
Kevin McGinnis, Director, Human Resources
George Chimento, Benefits Counsel

**INTERNATIONAL FUND FOR ANIMAL WELFARE, INC.
457(b) RETIREMENT PLAN**

2006

INTERNATIONAL FUND FOR ANIMAL WELFARE, INC.
457(b) RETIREMENT PLAN

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Section 1 Purpose

This Plan is designed and implemented to provide a supplemental retirement program under Code Section 457(b). The Plan is intended to be exempt from many of the requirements and protections of ERISA, as provided in ERISA Sections 201(2), 301(a)(3), 401(a)(1), and ERISA Reg. § 2520.104-23.

The Plan is limited to employees designated by the Board who are members of a select group of management and supervisory employees, as contemplated by the ERISA exemptions in the preceding paragraph..

Section 2 Definitions

“Account” means the Account established for each Participant by the Administrator. The Account is a bookkeeping entry and any segregation of funds is solely for administrative convenience and not the creation of a separate trust within the meaning of Code Section 402(b). As provided in Section 12.4, assets of any Account remain assets of the Employer subject to claims of its general creditors.

“Account Balance” means the dollar amount of a Participant’s Account, as indicated by the records of the Administrator.

“Administrator” or “Plan Administrator” means the person or Committee designated by the Board to administer the Plan on behalf of the Employer.

“Basic Statutory Limitation” means the maximum amount which may be deferred under Code Section 457 without causing the Plan to lose status as an “eligible deferred compensation plan” under Code Section 457(b), and disregarding any increase in the Basic Statutory Limitation permitted by Code Section 457(b)(3) in the last three years ending prior to a Participant’s attainment of Normal Retirement Age. The Basic Statutory Limitation may never exceed the Compensation of a Participant for a calendar year. For the 2006 year, the Basic Statutory Limitation is \$15,000. For subsequent years, the amount shall be adjusted in accordance with the cost of living adjustment procedure described in Code Section 457(e)(15)(B).

“Beneficiary” means the person, trust, or other entity, named to receive the balance in a deceased Participant’s Account. Rules related to Beneficiary designation and death benefits appear in Section 8.

“Board” means the Board of Directors of the Employer. During such time as the Board has designated its Executive Committee to oversee and administer the compensation and performance of its executives, that Executive Committee shall have full authority to act for the Board of Directors with respect to this Plan, and references to the Board shall mean the Executive Committee acting without the need for additional action by the full Board of Directors.

“Cause” shall be as defined in the employment contract, if any, with the Participant at the time of Termination. Otherwise, Cause shall mean (i) conviction of a felony, or (ii) conviction of any crime which brings serious and adverse publicity to the Employer, or (iii) failure, after written warning from the supervising authority to whom the Participant reports, to perform duties of employment, or (iv) commission of any acts of theft, embezzlement or dishonesty which cause the Employer to incur serious financial harm.

“Code” means the Internal Revenue Code, as amended from time to time. Any reference to the Code shall also be deemed to include a reference to applicable Regulations.

“Compensation” means compensation as defined in Code Section 415(c)(3).

“Disability” means (i) a Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to last for a continuous period of at least 12 months, or (ii) a Participant's qualification for 3 months of payments under an insured accident and health plan covering employees of the Employer by reason of any medically determinable physical or mental impairment which can be expected to result in death or to last for a continuous period of at least 12 months.

“Effective Date” shall mean January 1, 2006 or, if later, the first day of the month following the approval of the Plan by the Board.

“Eligible Employee” means an Employee who has been selected by the Board to participate in the Plan. As of the Effective Date, the Eligible Employees are designated on Schedule A to this Plan document.

“Employee” means an employee of the Employer.

“Employer” means the International Fund for Animal Welfare, Inc., an organization exempt from tax under subtitle A of the Code.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended from time to time. Any reference to ERISA shall also be deemed to include a reference to applicable Regulations.

“Normal Retirement Age” shall mean age 65.

“Participant” means any Eligible Employee who participates in the Plan, as provided in Section 3 and has not for any reason become ineligible to participate further in the Plan. An individual shall continue to be a Participant as long as there is an Account Balance for that person.

“Participation Agreement” means a written agreement between a Participant and the Employer in substantially the form attached hereto.

“Plan” means the International Fund for Animal Welfare, Inc. 457(b) Retirement Plan as contained in this instrument, including all amendments thereto.

“Plan Year” means the Plan’s accounting year of 12 months commencing on January 1st of each year and ending the following December 31st. The initial Plan Year shall commence on the Effective Date.

“QDRO” means a qualified domestic relations order as contemplated by Code Reg. §1.457-10(c), including any QDRO which requires distributions prior to the date on which the Participant would otherwise receive payment under the terms of this Plan.

“Regulations” mean regulations, notices, rulings and other interpretive documents, interpreting the Code and ERISA. The Plan shall be interpreted according to Regulations, unless counsel to the Administrator advises in writing that such Regulation is an invalid interpretation of the underlying statute.

“Statutory Limitation” means the maximum amount which may be deferred under Code Section 457 without causing the Plan to lose status as an “eligible deferred compensation plan” under Code Section 457(b). The Statutory Limitation is the sum of the Basic Statutory Limitation plus such additional amount as may be permitted by Code Section 457(b)(3) during the last 3 years ending before Normal Retirement Date.

“Termination” means a severance from employment with the Employer, including all subsidiaries and controlled or controlling affiliates, as provided in §1.457-6(b) of the Regulations. A Participant who retires and who continues as an independent member of the Board will be considered to have had a severance from employment as of the date of his or her retirement, unless otherwise provided in Regulations.

“Unforeseeable Emergency” means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, the Participant’s spouse, or a dependent (as defined in Code Section 152(a)) of the Participant, loss of the Participant’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. An event will not be considered an Unforeseeable Emergency unless consistent with Code Sections 457(b) and (d).

“Vested” or “Vesting” means a right to all or a portion of an Account which right is no longer subject to a “substantial risk of forfeiture” as defined in Code Section 457(f)(3)(B). A Vested Account may still be diminished due to adverse investment experience.

“Yearly Installment Method” is an optional method of payment available to a Participant or Beneficiary under which benefits may be paid over more than one year, as described in Section 7 (lifetime payments) and Section 8.2 (payments after death).

“Year of Service” means a full 12 month period measured from commencement of employment during which the Participant renders services or is on approved absence. Service prior to the Effective Date will be credited.

Section 3 Eligibility and Participation

3.1 Eligibility

The Board, in its sole discretion, will select the Employees who are eligible to become Participants. Initial Eligible Employees selected for participation are listed on a Schedule to this Plan, which shall be updated from time to time by the Administrator.

3.2 Participation

An Eligible Employee becomes a Participant in the Plan upon the execution and delivery of a Participation Agreement. An Eligible Employee has 30 days after notification of selection for participation to complete the Participation agreement and deliver it to the Administrator. A Participation Agreement will not be effective until the first day of the month after its execution and delivery.

Section 4 Contributions to the Plan

4.1 Statutory Limitation

- a) Contributions made to the Plan in any calendar year, whether due to a Participant election to defer Compensation or due to an Employer supplemental contribution, may not exceed the Statutory Limitation in effect for that year.
- b) Employer supplemental contributions which are made to the Plan and which are not fully Vested will not be considered contributions for purposes of the Statutory Limitation until such time or times as they become Vested. Any increase due to investment earnings on such amounts as of the time of Vesting will also be considered contributions for purposes of the Statutory Limitation.

4.2 Employer Supplemental Contributions

- a) In the sole discretion of the Board, the Employer may contribute to the Account of each eligible Participant an amount equal to the Basic Statutory Limitation, or such other lesser amount as it determines.
- b) Nothing herein requires that Employer supplemental contributions be made to any or all Participants or that the amounts of Employer supplemental contributions be determined on a uniform or non-discriminatory basis.

4.3 Participant Compensation Deferrals

- a) Any Participant who will not receive Employer supplemental contributions equivalent to the Statutory Limitation may elect to defer an amount which, when combined with Employer supplemental contributions, may not exceed the Statutory Limitation.
- b) Deferral elections must be in writing and received by the Employer or Administrator prior to the commencement of any month in which Compensation to be deferred is first payable or available. Elections will remain in effect until changed or revoked.
- c) A Compensation deferral election may be made with respect to accumulated sick, vacation and back pay if consistent with Code Reg. §1.457-4(d)(1).

4.4 Return of Excess Compensation Deferrals and Employer Supplemental Contributions

- a) Any Participant Compensation Deferrals which violate the Statutory Limitation for the year will be paid to the Participant as soon as administratively possible, together with attributable income.
- b) If there is still a violation of the Statutory Limitation, any excess Vested Employer supplemental contributions will also be paid to the Participant as soon as administratively possible, together with attributable income, and in all events not later than the April 15 following the year to which they relate.
- c) A Participant will be taxed on all amounts returned to him or her for the year to which they would otherwise have been payable, and not for the year in which payment is received.
- d) This Section 4.4 shall be administered in accordance with Code Reg. §1.457-4(e).
- e) No excess Vested Employer supplemental contributions shall be returned until all Participant Compensation Deferrals for the year have been returned.

Section 5 Vesting of Participant Deferrals and Employer Supplemental Contributions

5.1 Participant Deferrals Always Vested

Amounts in Participant's Accounts representing Participant deferrals and the earnings thereon shall be Vested at all times.

5.2 General Vesting Rules For Employer Supplemental Contributions

Amounts in Participants' Accounts representing Employer supplemental contributions and the earnings thereon shall be Vested at all times.

5.3 Board Discretion

In its sole discretion, the Board may determine to condition Employer Supplemental Contributions on a Vesting schedule, or on the attainment of certain achievements for the benefit of the Employer, provided that this is communicated to the Participant in writing prior to the start of the Plan Year to which the contribution relates. In its sole discretion, the Board may accelerate Vesting.

Section 6 Participant Accounts

6.1 Maintenance of Participants' Accounts

The Administrator will maintain one or more separate Accounts (collectively the "Account") for each Participant, to which shall be booked his or her Participant deferrals, Employer supplemental contributions, and any changes in value due to plan investment experience as described in Section 6.2. The Account is a bookkeeping entry and any segregation of funds is solely for administrative convenience and not the creation of a separate trust within the meaning of Code Section 402(b). As provided in Section 12.4, assets of any Account, including appreciation and investment gains, remain assets of the Employer subject to claims of its general creditors. In no event is the establishment of an Account to be deemed a set aside of Employer assets for the exclusive benefit of Participants or Beneficiaries.

6.2 Crediting of Investment Return.

The Administrator may establish one or more investment indices, such as the rate of return of a certificate of deposit, a stock market index, a mutual fund, or some combination thereof. The positive or negative return of an index will be credited to the Accounts. The default investment index is a fixed rate equal to 6%, which shall be credited based on the number of days that the deferrals and/or Employer supplemental contributions have been credited to the Account.

A procedure under which Participants may designate the index or indices for their Accounts, and change them from time to time, is permitted but not required. Calculation shall be on such reasonable basis as the administrator selects. A method will be deemed reasonable if it is on a time-weighted basis, based on the number of full or partial months that the deferrals and/or Employer supplemental contributions have been credited to the Account.

Section 7 Lifetime Distributions After Termination

7.1 Normal Form of Distributions from the Plan

Subject to the right in Section 7.2 to elect alternate methods of distribution, each Participant is deemed to have elected at commencement of participation that his or her Vested Account Balance will be paid in a lump sum during the month of February in the calendar year following Termination.

7.2 Window Period to Elect Distributions other than in the Normal Form

At any time after Termination and on or before January 31 of the calendar year following the year of Termination, a Participant may elect:

- a) that payment commence as of the date specified in Section 7.1 according to a permissible Yearly Installment Method, and/or
- b) that payment be made or commence, in a lump sum or permissible Yearly Installment Method, at a date later than the date otherwise provided in Section 7.1, but not later than the calendar year in which the Participant attains age 70 & 1/2.

7.3 Yearly Installment Method Defined

The Yearly Installment Method is defined as yearly payments of the Vested Account over a period of at least 2 and no more than 10 calendar years. In no event may the number of years exceed the life expectancy of the Participant under the "Joint and Last Survivor Table" in Code Reg. §1.401(a)(9)-9, calculated as of the year in which payments commence and without further adjustment.

The amount of each annual installment shall be determined based on the valuation of the Vested Account on the last day of the preceding Plan Year divided by the number of annual installments remaining to be paid, with the final payment to include remaining amounts in the Vested Account. By way of illustration, under a Yearly Installment Method for 3 years commencing in 2015, the first installment will be 1/3 of the December 31, 2014 balance, the next installment will be 1/2 of the December 31, 2015 balance, and the third installment, payable in 2016, will be the remaining amount in the Vested Account.

7.4 Compliance with Code Section 401(a)(9)

It is not contemplated that any person considered to be a "5% owner" under Code Section 416(i) would participate in this Plan; however, if any such person does participate, benefits must be paid in a lump sum no later than April 1 of the year following attainment of age 70 & 1/2, regardless of employment status.

The methods of distribution in this Plan are designed to be at least as timely as any method required by Code Section 401(a)(9). The Administrator is directed to accelerate payment of any Termination benefit if, in his sole opinion, such acceleration is required in order that the Plan comply with Code Section 401(a)(9).

7.5 Transfer to Eligible Plan of Another Tax Exempt Entity

A Participant (or Beneficiary after a Participant's death) may instruct the Administrator to transfer any balance of his Vested Account to a deferred compensation plan of another entity exempt from tax under subtitle A of the Code, but only if all of the following conditions are satisfied:

- a) the receiving plan is an "eligible deferred compensation plan" within the meaning of Code Section 457(b);
- b) the receiving plan provides that it will accept such transfers;

- c) after the transfer, the Participant or Beneficiary will have an accumulated benefit in the receiving plan at least equal to the Vested Account in this Plan immediately prior to the transfer;
- d) in the case of a Participant, a Termination has occurred with respect to the Employer and the Participant is performing services for the exempt entity which sponsors the receiving plan.

7.6 Hardship Distributions for Unforeseeable Emergency

- a) If the Participant experiences an Unforeseeable Emergency, the Participant may petition the Administrator to receive a partial or full payout of his or her Vested Account. The withdrawal payout may not exceed the lesser of the Participant's Vested Account Balance or the amount reasonably necessary to satisfy the Unforeseeable Emergency, plus taxes reasonably anticipated as a result of the distribution.
- b) In determining whether the withdrawal is reasonably necessary, the Administrator must consider the extent to which the Unforeseeable Emergency hardship need is or may be relieved through reimbursement or compensation by insurance or otherwise, or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship). This provision shall be interpreted consistently with Code Sections 457(b) and (d).

Section 8 Distributions on Death

8.1 Beneficiary Designation

- a) A Participant may designate one or more Beneficiaries and may change the designation from time to time. The selection of one or more contingent Beneficiaries to receive benefits if all primary Beneficiaries predecease or die simultaneously or within 60 days following the Participant is permissible. After a Participant's death, a Beneficiary entitled to some or all of an Account may also designate a Beneficiary and contingent Beneficiaries for amounts not yet received.
- b) No Beneficiary will be recognized unless the designation is in writing, on a form approved by the Administrator, and filed with the Employer or Administrator. Designation in a will or other personal document, and laws of intestacy will not supersede the provisions of this Section 8
- c) In the absence of any living designated Beneficiary, the following default distribution rules apply: (i) the living spouse and, if none, or if the spouse dies simultaneously or within 60 days following the Participant (ii) the estate of the deceased Participant. In the case of the death of a Beneficiary who has survived the Participant and who is entitled to the Account, similar default distribution rules will apply in the absence of an effective Beneficiary designation by said Beneficiary.

8.2 Method of distribution

Death Benefits will be paid in a lump sum during the month of February in the calendar year following the Participant's death. Subject to Section 8.3, a Beneficiary may elect at any time after the Participant's death and on or before January 31 of the calendar year following the year of that death to receive payments under the Yearly Installment Method described in Section 7.3 over a period not to exceed 5 years, with the first payment to commence no later than December 31 of the calendar year following the calendar year of the Participant's death.

8.3 Compliance with Code Section 401(a)(9)

A Beneficiary who is not a "designated beneficiary" within the meaning of Code Reg. § 1.401(a)(9)-4, may not elect a Yearly Installment Method of payment under Section 8.2. The only method of distribution available for such a Beneficiary is a lump sum payment, to be made no later than December 31 of the calendar year following the calendar year of the Participant's death.

The methods of distribution in this Plan are designed to be at least as timely as any method required by Code Section 401(a)(9). The Administrator is directed to accelerate payment of any death benefit if, in his sole opinion, such acceleration is required in order that the Plan comply with Code section 401(a)(9).

Section 9 Plan Administration

9.1 Powers and Duties of the Administrator

The Board shall appoint the Plan Administrator to administer the Plan. The Administrator may establish administrative procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as he or she deems necessary or advisable to carry out the purpose of the Plan.

The Administrator powers and duties shall include and not be limited to the following:

- a) The discretion to determine all questions relating to the eligibility of Employees to participate or remain a Participant and to receive benefits under the Plan;
- b) To compute and make determinations with respect to the amount of benefits to which any Participant shall be entitled;
- c) To authorize and make disbursements to Participants;
- d) To maintain all necessary records for the administration of the Plan;
- e) To interpret the provisions of the Plan and to make and publish such rules for the regulation of the Plan as are consistent with the terms hereof;
- f) To assist any Participant regarding his rights, benefits, or elections available under the Plan.

9.2 Records and Reports

The Administrator shall keep a record of all actions taken and shall keep all other books of Account, records, and other data that may be necessary for proper administration of the Plan and shall be responsible for supplying all information and reports to the Board, Participants and Beneficiaries. The Administrator shall provide each Participant each Plan Year, upon written request of the Participant, a statement indicating that Participant's Account Balance.

9.3 Information from Employer

To enable the Administrator to perform his or her functions, the Employer shall supply full and timely information to the Administrator on all matters relating to the compensation of all Participants, their retirement, death, disability, or termination of employment, and such other pertinent facts as the Administrator may require. The Administrator may rely upon such information as is supplied by the Employer and shall have no duty or responsibility to verify such information.

9.4 Expenses of Administration and Retention of Third Party Administrator

The Employer shall pay all expenses of Plan administration, except that fees and commissions related to investments of any Account shall be charged to the Account. The Administrator may contract with one or more third parties to perform administrative duties.

9.5 Resignation and Removal

The Administrator may resign at any time by written notice to the Board, which shall be effective 30 days after receipt of such notice unless the Administrator and the Board agree otherwise. The Administrator may be removed by the Board on 30 days notice or upon shorter notice accepted by the Administrator.

9.6 Appointment of Successor Administrator

After a removal or resignation of the Administrator, the Board shall appoint a successor. If no successor is appointed, the Chairman of the Board will succeed to the position.

9.7 Indemnification of Administrator

To the extent permitted by law, the Employer shall indemnify, hold harmless and defend the Administrator from any liability which the Administrator may incur in connection with the performance of his or her duties in connection with this Plan, so long as the Administrator was acting in good faith and within what the Administrator reasonably understood to be the scope of his or her duties.

Section 10 Amendment and Termination of Plan

10.1 Amendment

The Board shall have the right at any time to amend this Plan. However, no amendment shall be effective so as to reduce the amount of any contributions already credited to an Account, to change the rate of Vesting under Section 5 for contributions already made, or to delay the payment of any amount to a Participant or Beneficiary beyond the time that such amount would be payable without regard to such amendment.

The Board may also amend the Plan, retroactively or prospectively, (i) to ensure that amounts under the Plan are not taxed pursuant to Code Sections 409A and 457(f) due to failure of the Plan to be an "eligible deferred compensation plan" under Code Section 457(b), or (ii) to conform the Plan to the provisions and requirements of any applicable law, including ERISA and the Code.

10.2 Termination of Plan

The Board, acting in its entirety and not through a Committee, may terminate the Plan by majority vote. Any amounts not Vested will become Vested in such event. As soon as administratively practical, all amounts will be distributed to Participants and, if applicable, Beneficiaries of any deceased Participants.

10.3 Employer Ceases to be Tax Exempt

If the Employer ceases to be an organization exempt from tax under subtitle A of the Code (other than due to merger or consolidation with another exempt organization), the Plan shall be deemed terminated pursuant to Section 10.2.

Section 11 Claims Procedure

11.1 Initial Claim

A Participant or Beneficiary of a deceased Participant ("Claimant") may deliver to the Administrator a written claim to determine amounts distributable to such Claimant from the Plan. If the claim relates to the contents of a notice received by the Claimant, the claim must be made within 60 days after such notice was received by the Claimant. All other claims must be made within one hundred and eighty 180 days of the date on which the event that caused the claim to arise occurred. The claim must state with particularity the determination desired by the Claimant.

11.2 Notification of Decision on Initial Claim

The Plan Committee shall consider a Claimant's claim within a reasonable time, and shall notify the Claimant in writing either (i) the Claimant's requested determination has been made, and that the claim has been allowed in full; or (ii) the Administrator disagrees with the claim, in whole or in part. Any full or partial denial of a claim shall be expressed in a written notice to the Claimant and shall set forth, in a manner calculated to be understood by the Claimant:

- a) the specific reason(s) for the denial of the claim, or any part of it;
- b) specific reference(s) to pertinent provisions of the Plan upon which such denial was based;
- c) a description of any additional material or information necessary for the Claimant to perfect the claim, and an explanation of why such material or information is necessary; and

- d) an explanation of the claim review procedure set forth in Section 11.3 below.

11.3 Review of a Denied Initial Claim

Within 60 days after receiving a notice from the Administrator that a claim has been denied, in whole or in part, a Claimant (or the Claimant's duly authorized representative) may file with the Administrator a written request for a review of the denial of the claim. Thereafter, but not later than 30 days after the review procedure begins, the Claimant (or the Claimant's duly authorized representative):

- a) may review pertinent documents;
- b) may submit written comments or other documents; and/or
- c) may request a hearing, which the Plan Committee, in its sole discretion, may grant.

11.4 Decision on Review

The Administrator shall render its decision on review promptly, and not later than 60 days after the filing of a written request for review of the denial, unless a hearing is held or other special circumstances require additional time, in which case the Administrator's decision must be rendered within 120 days after such date. Such decision must be written in a manner calculated to be understood by the Claimant, and it must contain:

- a) specific reasons for the decision;
- b) specific reference(s) to the pertinent Plan provisions upon which the decision was based; and
- c) such other matters as the Administrator deems relevant.

11.5 Legal Action

A Claimant's compliance with the foregoing provisions of this Section 11 is a mandatory prerequisite to a Claimant's right to commence any legal action with respect to any claim for benefits under this Plan.

11.6 Matters Involving Participants who Serve as Administrator

In any Claim related to the benefits accrued by a Participant who also serves on a committee which has been named as Administrator, he or she shall not vote on the Claim.

Section 12 Miscellaneous

12.1 Non-alienation of Benefits

- a) Other than transfers required by Section 12.2, no right or benefit under this Plan shall be subject to anticipation, alienation, sale, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, assign, pledge, encumber, or charge any right or benefit under this Plan or any Participation Agreement shall be void. No such right or benefit shall in any manner be liable for or subject to the debts, contracts, liabilities or torts of the person entitled thereto. No amount of the benefit will, prior to payment, be subject to garnishment, attachment, execution or levy of any kind, and will not be transferable by operation of law in the event of the bankruptcy, insolvency or death of the employee.
- b) If a Participant or any Beneficiary hereunder shall become bankrupt, or attempt to anticipate, alienate, sell assign, pledge, encumber, or charge any right hereunder, then such right or benefit shall, in the discretion of the Administrator, cease and terminate, and in such event, the Administrator may hold or apply the same or any part thereof for the benefit of the Participant or his or her Beneficiary, spouse, children, or other dependents, or any of them in such manner and in such amounts and proportions as the Administrator may deem proper.

12.2 QDRO Distributions

The Administrator will enforce the terms of any QDRO which it deems to be a valid QDRO as contemplated by Code Reg. §1.457-10(c) and not inconsistent with the terms of this Plan. No alternate payee under a QDRO may receive greater benefits than would be payable to the Participant. Any payment to an alternate payee will reduce the Vested Account Balance of the Participant.

12.3 No Loans

Loans from the Plan are not permitted.

12.4 Unsecured Liability

As required by Code Reg. §1.457-8(b), the obligation of the Employer under this Plan to make payments to a Participant or Beneficiary shall constitute an unsecured liability of the Employer. Such payments shall be made from the general funds of the Employer. Any separate earmarking of Employer investments into Accounts for Plan purposes by the Administrator shall not be deemed to be the creation of a separate trust fund contrary to Regulation requirements. Neither a Participant, nor Beneficiary, nor any other person shall have any interest in any particular asset of the Employer and the right of any of them to receive payments under this Plan shall be no greater than the right of any other unsecured general creditor of the Employer.

12.5 No Contract of Employment

This Plan does not constitute a contract of employment between the Employer and any Participant. Nothing contained in this Plan gives any Participant or Employee the right to be retained in the service of the Employer or interferes with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him or her as a Participant of this Plan.

12.6 Tax Withholding

The Employer may deduct from any payment of benefits the amount of any federal, state or local income or employment taxes required to be withheld or paid with respect to the distribution.

12.7 Payment to Incompetents

The Employer shall make payments directly to the Participant or Beneficiary entitled thereto or, if such Participant or Beneficiary has been determined by a court of competent jurisdiction to be mentally or physically incompetent, then payment shall be made to the duly appointed guardian or other authorized representative of such Participant or Beneficiary. The Employer shall have the right to make payment directly to a Participant or Beneficiary until it has received actual notice of the physical or mental incapacity of such Participant or Beneficiary and actual notice of the appointment of a duly authorized representative of his or her estate. Any such payment shall be a full discharge, to the extent paid, of any liabilities related to the Plan claimed by or through the incompetent.

12.8 Distribution to Minor

In the event a distribution is to be made to a minor, then the Administrator may direct that such distribution be paid to the legal guardian, or if none, to a parent of such minor, or to the custodian of such minor under any applicable state law permitting uniform gifts or transfers to minors. Any such payment shall be a full discharge, to the extent paid, of any liabilities related to the Plan claimed by or through the minor.

12.9 Authority to Establish a Trust

The Employer shall have the right at any time to establish a trust to which the Employer may transfer from time to time certain assets to be used by the trustee(s) to satisfy some or all of the Employer's obligations and liabilities under the Plan. All assets held by such trust shall be subject to the claims of the Employer's creditors in the event of the Employer's "insolvency", which shall mean (i) the Employer is unable to pay its debts as they become due; or (ii) the Employer is subject to a pending proceeding as a debtor under the United States Bankruptcy Code. Any such trust shall be substantially similar in terms to the model trust described in Code Rev. Proc. 92-64, with only such variations as the Administrator determines, with advice of counsel, will not cause the Plan to be considered "funded" within the meaning of Code Reg. §1.457-8(b).

Section 13 Construction

13.1 Plan Document Controls

This document and any amendments to it shall constitute the entire Plan, with any other alleged terms, oral representations, or provisions being of no effect. In the event of any conflict between the terms of this Plan and any summaries or other descriptions of this Plan, the Plan provisions shall control. The interpretation and construction of the Plan by the Administrator, and any action taken hereunder, shall be binding and conclusive upon all parties in interest.

13.2 Interpretation to Favor Compliance with Code Section 457(b)

The Administrator shall be fully empowered to interpret this Plan in a manner which is consistent with the Employer's intention that the Plan be an "eligible deferred compensation plan" under Code Section 457(b). This power will include the right, in the Administrator's sole discretion to void or nullify any Plan provision which is determined, with advice of counsel, to jeopardize the desired tax treatment for Plan Participants.

13.3 No Individual Liability

No officer, member of the Board or any Committee of the Board, employee, attorney or agent of the Employer or Administrator shall be personally liable to any person for any action taken or omitted to be taken in connection with the interpretation, construction or administration of the Plan.

13.4 Miscellaneous Rules of Interpretation

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, and the singular shall include the plural, unless the context clearly indicates to the contrary. All headings used in this Plan are for convenience of reference only and are not part of the substance of this Plan. If any term or condition of this Plan shall be invalid or unenforceable to any extent or in any application, then the remainder of the Plan, and such term or condition except to such extent or in such application, shall not be affected thereby, and each and every term and condition of the Plan shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

13.5 Choice of Law

To the extent not preempted by ERISA, this Plan shall be construed and enforced according to the laws of the State of Massachusetts, other than its laws respecting choice of law.

IN WITNESS WHEREOF, this Plan is executed by a duly authorized member of the Board on the 20 day of October, 2006.

International Fund for Animal Welfare, Inc.

By: John C. Rowley
Name and Title
Chairman

Laraine M. Fitchett
LARAINE M. FITCHETT, Notary Public
My Commission Expires January 24, 2008

Schedule of Participants

Expected Employer Supplemental Contributions for 2006

Name	Employer Supplemental Contribution
Frederick O'Regan, President and CEO	\$15,000
Azzedine Downs, Executive VP	\$8,000
Barbara Fried, VP for Fund Development	\$8,000

zed 10/20/06

Expected Employer Supplemental Contributions for 2007 and later years

Until changed by vote of the Board, contributions shall be at this level in 2007 and later years.

UNITED STATES MAIL



7006 0100 0003 0026 0489



PINEY BOWES



PRE-SORTED
FIRST CLASS

1350 U.S. POSTAGE PB5511116
0041 \$05.360 NOV 09 2006
9505 MAILED FROM ZIP CODE 02673

RETURN RECEIPT
REQUESTED



IFAW
www.ifaw.org

International Fund for Animal Welfare

411 Main Street
Yarmouth Port, MA 02675-1843

Top Hat Plan Exemption
Pension and Welfare Benefits Administration
Room N-5644
U. S. Department of Labor
200 Constitution Avenue, NW
Washington, D.C. 20210