

## ANIMAL LOAN AGREEMENT

This agreement is made between **Miskolci Városgazda Nonprofit Kft.** (address: 48-50 Győri kapu, 3531 Miskolc, Hungary, registration number: 05-09-017452, tax number: 20643522-2-05, represented by executive director Dr. Gyula Schweickhardt, account number: 10918001-00000004-07000007), as loaning institution, further Owner,

and: **Zoologická Zahrada Kosice** (address: Široká 31, 040 06 Košice - Kavečany, Slovakia, represented by director Mgr. Erich Kočner) as receiving institution, further Borrower on the date, according to the following conditions:

1. Parties agree jointly the animal will remain the property of Owner.

**1.0 North American Tree Porcupine (*Erethizon dorsatum*)**

Transponder ID: 348094100040188 / ZIMS\_M00440

The above animal owned by Miskolci Városgazda Nonprofit Kft., have been accepted by Zoologická Zahrada Kosice (Široká 31, 040 06 Košice - Kavečany, Slovakia) for an indefinite period.

The two parts agreed mutually that the intangible value of the animal is 130 Euros.

At the meantime signing of this agreement, the Owner passes, the Borrower takes the certificate of origin and veterinary certificates.

2. It is agreed that that at no time is Miskolci Városgazda Nonprofit Kft. the registered owner of the animal and is not permitted to loan, lease or sell the animal to any third parties.
3. The transportation and carriage of the animal should arrange at the Borrower's own expense.
4. The maintenance costs charged by the Borrower.
5. Borrower admits taking over the animal healthy. For the storage and transport of the animal, animal health rules and regulations need to be observed. Borrower declares possessing the conditions and license of keeping animals.
6. Borrower is provide day to day care to the animal, including the provision of an adequate maintenance and environment and take all reasonable care to maintain the animal in good condition at its own cost. Notify the Owner if the animal suffers any serious illness or injury. Borrower should keep the animal appropriate to all specifications known by the Owner before signing this contract.
7. Representatives of the Owner can check the animal and the conditions anytime.
8. If the maintenance, care and conditions of the animal are not suitable, Owner can terminate immediately the loan agreement.

9. The agreement concluded for an indefinite period, may be terminated by either party with a 15 days written notice.

In case of the termination this agreement, Borrower is responsible for the transportation of the animal at its own cost, returning it to the Owner (3535 Miskolc, Csanyik-völgy, Hungary).

10. In the event of the animal's death, illness, permanent damage by the Borrower's fault, Borrower should reimburse the damage within 15 days. Parties damage the value of the goodwill is determined by a mutually agreed rate of 100%.
11. In case of death the Borrower should inform the Owner within 5 days in a written form and attach the veterinary autopsy report.
12. In case of breeding Borrower should notify the Owner within 5 days in a written form. From the animal offspring the contracting parties receive 50-50%. If only one descendant borns, the Owner enjoys the right of ownerships in the current year. Next year the Borrower will enjoy the ownership. This how it works year by year. If an odd number of offspring born in a year, a larger number entitled the Owner then it will be reversed next year.
13. The Borrower should send a register about the animal to the Owner no later 31st January in every year.

After reading this agreement the contracting parties match to their will authentic signature.

Contracting parties in case of dispute competent law court is Miskolc District Court.

Miskolc, 26th November 2015.

Owner

Borrower