

METROZOO
12400 S.W. 152nd. Street
MIAMI, FLORIDA

ANIMAL LOAN AGREEMENT

THIS ANIMAL LOAN AGREEMENT ENTERED INTO BY:

MIAMI METROZOO
12400 S.W. 152nd Street
Miami, FL 33177

(OWNING INSTITUTION)

and

RINGLING BROS. & BARNUM & BAILEY CIRCUS
8607 Westwood Center Drive
Vienna, Virginia 22182

(RECEIVING INSTITUTION)

Concerns the following specimen(s), herein identified as follows: _____

1.1 INDIAN ELEPHANTS (Elephas maximus)

I.S.I.S./ACCESSION NUMBER(S)	STUDBOOK NAME(S) AND NUMBER (S)		
#101	1.0	DALIP	139
#102	0.1	SEETNA	137

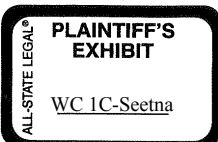
and shall remain in effect until terminated by either party.

A. Obligations of the Owing institution

1. It is agreed that in the event of disease, injury or death of the specimen(s), in the absence of negligence, the Receiving institution, its agents and employees will be free of all responsibility to the Owing institution.
2. A detailed copy of any and all information pertaining to the specimen(s), including, but not restricted to I.S.I.S. data, behavioral and medical data, reproductive history, diet, origin and any other pertinent data will be provided by the Owing institution.
3. In the event of intention to sell, trade or otherwise dispose of the specimen(s), the Receiving institution shall be afforded the first right of refusal. In three-party agreements, the other Receiving/Loaning institution shall be afforded the second right of refusal.

B. Obligations of the Receiving institution

1. The Receiving institution will provide adequate housing, diet(s), veterinary care and any other suitable conditions pertaining to the well being and reproduction of the specimen(s). Under certain circumstances (bachelor herds, etc.), the specimen(s) may be placed in a non-reproductive situation. However, in such cases, the specimen(s) will be maintained in compliance with the above, whereby subsequent reintroduction into a potentially reproductive situation would be effected.



FELD 0005480

#2

~~ELETED~~

EE RIDER

RZ
JH

~~2. --- Any live offspring produced, either within the term of this agreement or within a period after termination of this agreement, measured by the normal gestation period of the species, shall be equally divided between the loaning institution and the receiving institution, with the _____, _____, and _____ offspring belonging to the Owning institution and the _____, _____ and _____ belonging to the Receiving institution.~~

3. In the event of the specimen(s) being subjected to high risk veterinary or husbandry procedures, including, but not limited to surgery, permission, if feasible, must first be obtained from the Owning institution by phone before such procedures are undertaken. This provision is waived in the event of an emergency. Details of such procedures shall be provided in writing to the Owning institution within ten days.

For any research project in which the specimen(s) may be subjected to manipulation, stress, or high risk procedures, permission must first be obtained, in writing, from the Owning institution.

4. The specimen(s) described in this document will not be transferred to another location outside the Receiving institutions contiguous property without first obtaining permission from the Owning institution.

5. The Owning institution shall be notified within forty-eight (48) hours of the mortality of the specimen(s). Births, hatchings, serious illness or the escape of the specimen(s) shall be reported within two (2) weeks.

6. In the event of the death of the specimen(s), a complete and detailed necropsy will be performed by the Receiving institution.

7. A report of the necropsy and its findings shall be sent to the Owning institution.

8. Unless otherwise stated on this document, the carcass and its parts will become the property of the Receiving institution to dispose of or utilize at the discretion.

The final disposition of said carcass and parts, if to be deposited in a museum, etc., or returned to the Owning institution, will be the decision and responsibility of the Owning institution.

9. The Receiving institution shall provide all information necessary to maintain appropriate studbooks and record keeping systems, including I.S.I.S. data and provide such data and information to the Owning institution, along with a status report of the specimen(s) on a yearly basis.

10. A copy of all pertinent records will be sent to the Owning institution upon termination of this agreement.

11. The Owning institution will be free of any and all responsibility in the event of personal injury or property damage due to any accident, escape or mishap resulting from this agreement.

C. Obligations of both institutions

1. All transportation expenses incurred in shipping the specimen(s) to the Receiving institution will be borne by the Receiving institution.

All transportation expenses for returning the specimen(s) to the Owning institution will be borne by the Owning institution.

2. Either institution may terminate this agreement by giving the other institution ninety (90) days written notice prior to the effective date of the proposed termination.

3. Prior to the shipping of the specimen(s), the Receiving institution will be notified in advance, and specific shipping information provided at least twenty-four (24) hours in advance of actual shipment.

4. The welfare of the animal(s) and the integrity of the breeding group shall be the sole goal of arbitration of any conflict. In the event of a conflict, a non-involved American Association of Zoological Parks and Aquariums Professional Fellow, agreeable to both institutions, shall act as arbitrator. Moreover, it is understood that both institutions shall abide by said arbitrators decision.

Executed this 11th day of SEPTEMBER, 1992, by R. L. YOKEL
of the Miami Metrozoo and JEROME S. SOWALSKY OF
RINGLING BROS. & BARNUM & BAILEY CIRCUS

Signature	<u><i>Jerome S. Sowalsky</i></u>	Signature	<u><i>R.L. Yokel</i></u>
			<u>R. L. YOKEL</u>
Title	<u>SENIOR VICE PRESIDENT</u>	Title	<u>DIRECTOR</u>
Institution	<u>RINGLING BROS. - BARNUM & BAILEY CIRCUS</u>	Institution	<u>MIAMI METROZOO</u>
Date	<u>9/14/92</u>	Date	<u>9/11/92</u>
	<u>(RECEIVING INSTITUTION)</u>		<u>(LOANING INSTITUTION)</u>

RIDER TO
ANIMAL LOAN AGREEMENT

The undersigned parties hereby amend and supplement the foregoing Animal Loan Agreement as follows:

A. The parties acknowledge and agree that the receiving institution desires to assist the owning institution in the aftermath of the destruction that the owning institution has suffered as a result of Hurricane Andrew and to provide a safe and well-managed environment for the specimens while rebuilding takes place. The loan period is currently planned to be six (6) months.

B. It is understood that while the specimens are in the receiving institution's custody, the receiving institution shall have the right to utilize the male elephant for breeding purposes. The female elephant may not be used for breeding purposes. In this regard, the parties agree that paragraph B.2 of the foregoing Agreement shall be deleted in its entirety and that the following shall be substituted in its place:

"Any and all offspring produced as a result of the owning institution's male elephant impregnating one of the receiving institution's female elephants shall belong exclusively to the receiving institution."

C. The receiving institution will transport the specimens to its facility and, upon termination of the Agreement, will transport them back to METROZOO in its own trucks. The owning institution's personnel will be responsible for loading the specimens onto the trucks when they are picked up and for unloading the specimens when they are returned. The receiving institution will unload and load the specimens at its facility.

D. The receiving institution and the owning institution have the option to negotiate and agree upon a long-term animal loan with respect to the specimens following the loan period set forth in this Animal Loan Agreement. In the event that the receiving institution and the owning institution agree to enter into such long-term animal loan, the receiving institution shall agree to make two (2) female elephants of its choice available to the owning institution for exhibition purposes only. All other terms and conditions of such long-term animal loan shall be negotiated and agreed upon at that time.

E. The parties agree that no statements or publicity regarding this loan will be issued until after the specimens have been offloaded at the receiving institution's facility and that

any statements or publicity thereafter will be subject to mutual agreement prior to issuance.

Agreed to on this 11th day of September, 1992.

RINGLING BROS. AND
BARNUM & BAILEY CIRCUS

MIAMI METROZOO

By: *James S. Smalkey*
SENIOR VICE PRESIDENT

By: *R2 Yohel*



JEROME S. SOWALSKY
Senior Vice President
and General Counsel

February 27, 1995

Mr. Al Fontana
Director
Miami MetroZoo
12400 S.W. 152 Street
Miami, FL 33177

Dear Mr. Fontana:

It is my understanding that MIAMI METROZOO has expressed a desire to donate the elephant known as SEETNA, which is presently in our possession under a breeding loan entered into in 1992, to Ringling Bros. To achieve this, I have prepared the transfer document which is enclosed.

If you find this Deed of Gift to be in order, I would appreciate it if you would sign two copies, have your signature notarized and then return both copies to me. I will acknowledge and accept the gift on behalf of Ringling Bros. and will provide you with a fully executed copy of the Deed for your records.

If you have any questions regarding this matter, please give me a call.

Sincerely,

Jerome S. Sowalsky
Jerome S. Sowalsky

JSS/ACM

Enclosures

Never received response

DEED OF GIFT

WHEREAS, MIAMI METROZOO (the "Zoo") has heretofore entered into an Animal Loan Agreement with RINGLING BROS.-BARNUM & BAILEY CIRCUS ("Ringling") dated as of September 11, 1992, pursuant to which Ringling, among other things, has cared for and maintained a certain female Asian elephant named "SEETNA" owned by the Zoo;

WHEREAS, the Zoo now desires to transfer ownership of SEETNA to Ringling by gift, and Ringling desires to accept this gift and to obtain ownership of SEETNA from the Zoo.

ACCORDINGLY, the Zoo, acting through its Director who is duly authorized, hereby makes an unqualified, unrestricted and irrevocable gift of SEETNA to Ringling and hereby gives, transfers and conveys to Ringling full legal and equitable title to SEETNA, including full legal and equitable title to any offspring born to SEETNA at any time.

The Animal Loan Agreement is hereby terminated as to SEETNA only.

Executed on March ____, 1995.

MIAMI METROZOO

By _____
Al Fontana
Director

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me on this ____ day of March, 1995 by Al Fontana, Director of the Miami MetroZoo, who is personally known to me and who did take an oath.

Notary Public, State of Florida
Name:
Commission Expires:

[Seal]

The foregoing gift is hereby accepted and agreed to by Ringling Bros.-Barnum & Bailey Circus.

RINGLING BROS.-BARNUM &
BAILEY CIRCUS

By _____