

EXHIBITION LICENSE AGREEMENT

This EXHIBITION LICENSE AGREEMENT (“Agreement”) is entered into this _____, 2016.

by and between

Milwaukee County Zoo
10001 W Bluemound Rd.
Milwaukee, Wisconsin 53226

(hereinafter referred to as “LICENSEE”).

and

PCI,
Plastination Company Inc.
c/o Michael A. Gesas
9401 Wilshire Blvd. Suite 700
Beverly Hills, CA 90212

(hereinafter referred to as “LICENSOR”), and

with respect to an exhibition concept titled “*BODY WORLDS Animal Inside Out*” (also known as *Animal Inside Out* and *BODY WORLDS of Animals*), featuring an educational and scientific collection of real animal and human specimens, consisting of plastinated whole animal and human specimens, body parts, organs and slices as well as explanatory images and description materials (the “Exhibit”) subject to the terms and conditions of this Agreement. The specimens are preserved by Plastination, a conservation method invented by Dr. Gunther von Hagens in 1977.

WHEREAS, Dr. Gunther von Hagens has granted to LICENSOR the exclusive right of use of the Exhibit, and therefore, is entitled to assign this right, and

WHEREAS, LICENSOR has the right to use all relevant components of the Exhibit for the development of the Exhibit; and

WHEREAS, LICENSEE wishes to license the Exhibit from LICENSOR, in order to show the Exhibit at LICENSEE in Milwaukee, WI from May 4, 2017 to September 4, 2017; and

WHEREAS, LICENSOR agrees to license the Exhibit to LICENSEE, for this period of time.

This Agreement will consist of and be amended by:

- I. *ANNEX A*: List of Artifacts / Exhibit Components
- II. *ANNEX B*: Technical Rider
- III. *ANNEX C*: LICENSEE Floor Plan (of assigned exhibition space)

- IV. *ANNEX D*: Cleaning Manual
- V. *ANNEX E*: Merchandise Inventory Listing

and is considered as one Agreement.

NOW, and THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereto agree as follows:

1. Definitions

Except as otherwise indicated elsewhere in this Agreement, the capitalized terms used herein, shall have the meanings as described herein.

- 1.1 “*Exhibition License Term*” shall mean the period when the Exhibit is open to the public at LICENSEE.
- 1.2 “*Delivery Date*” shall mean the Date when the Exhibit will be delivered to LICENSEE, and which is minimum 7 days prior to the date of May 4, 2017 “*Opening Date*”.
- 1.3 “*Unload and Install*” to be concluded one day prior to the “*Opening Date*”.
- 1.4 “*Opening Date*” shall mean the Day when the Exhibit opens to the public at LICENSEE.
- 1.5 “*Closing Date*” shall mean the final Day of the Exhibit to the public, and is considered the termination of the Exhibition License Term.
- 1.6 “*Removal Date*” shall mean the Day when the Exhibit is fully removed from LICENSEE.
- 1.7 “*Exhibit*” shall be provided solely by LICENSOR, and includes the license of display cases, mountings, props, theatrical pieces, artwork, models, electronic, audiovisual and computer equipment and software programs, and a collection of whole plastinated animal bodies, body parts and organs as described in *ANNEX A* accommodated on an area of approx. 8,000 sq.ft. The detailed list of exhibit components (collectively, “*Artifacts*”), will be provided by LICENSOR as part of this Agreement. The actual number of Artifacts to be displayed depends on space availability at LICENSEE.
- 1.8 “*Support Material*” shall mean material relating to the display, preparation, and interpretation of the plastinates, including but not limited to labels, drawings, text panels, props, screens, photographs, and video footage, all of which shall be supplied by LICENSOR. All texts to be provided by LICENSOR are in English language.

- 1.9 “*Venue*” shall mean the assigned exhibition space consisting of an area of approx. 8,000 sq.ft. at LICENSEE premises, as shown in the Floor Plan (*ANNEX C*).
- 1.10 “*LICENSEE Representative*”: LICENSEE hereby designates Mr. Jourdain LaFrombois or whomever he designates as the LICENSEE representative (“LICENSEE Representative”), whom is authorized to give approvals and instructions on behalf of LICENSEE pursuant to this Agreement. LICENSOR shall be entitled to rely upon the approvals and instructions of the LICENSEE Representative, or such other person, as the LICENSEE Representative shall designate in writing, and provided to LICENSOR.
- 1.11 “*LICENSOR Representative*”: LICENSOR hereby designates Dr. Angelina Whalley, or whomever she designates as her representative as the LICENSOR representative (“LICENSOR Representative”), authorized to give approvals and instructions on behalf of the LICENSOR pursuant to this Agreement. LICENSEE shall be entitled to rely upon the approvals and instructions of the LICENSOR Representative, or such other person, as the LICENSOR shall designate in writing, and provided to LICENSEE.
- 1.12 “USD” and “US\$” or “\$” shall mean US American Dollar. And “EUR” or “€” shall mean European Euro.
- 1.13 “*Fixed Monthly License Fee*” and “*Overall Fixed License Fee*” shall have the meaning as assigned in Section 8.3.

2. Extent of Rights of Use

- 2.1 *Grant of Rights*: LICENSOR grants to LICENSEE during the Exhibition License Term
- the exclusive right and license to display the Exhibit, and other display items, that are customary for such exhibition, to the public, on the terms set forth herein; and
 - the non-exclusive right to use the name and approved likenesses of Dr. Gunther von Hagens, and the Exhibition Logos in connection with the display of the Exhibit at LICENSEE and the advertising and promotion thereof.
- 2.2 *Advertising and Promotion*: LICENSOR will provide key artworks and trademarks and service marks for advertising and promotional purposes, graphics, creative work, and written material including press releases in which the Body Worlds’ exhibit image, trademarks, service marks or logos are used during the course of the Exhibit at LICENSEE. The Exhibition title and logos will be displayed on all publicity, promotional, marketing, and educational materials, signage and websites, as well as on any other Exhibition-related printed or electronic materials not specifically mentioned here. LICENSEE is hereby

authorized to use the Exhibition logo, name, and LICENSOR- related names or logos (the “Marks”) provided by LICENSOR, and any graphics provided by LICENSOR, solely for the purpose of promoting and identifying the Exhibition. LICENSOR will provide raw TV and radio creative, B-roll footage, logo and education guide for use in promotion of exhibition.

3. Obligations of LICENSEE

In addition to such other responsibilities of LICENSEE as are set forth elsewhere in this Agreement, LICENSEE agrees to:

- 3.1 Provide clear black painted venue, perimeter walls, base lighting system (to include two 200A three phase lines) and offer common facilities such as restrooms, cloak rooms, elevators and escalators, as well as facilities for the daily operational business in a safe, secure, ecologically stable environment for the Exhibit, and to provide all fire precautions, as required by local law or ordinance. LICENSEE will assure accessibility to the Venue during all opening hours of the Exhibit.
- 3.2 Provide secure, locked and accessible storage for supplies and shipping crates. LICENSEE ensures appropriate handling of storage and verifies that delivered merchandise, if any, is properly accounted for and sales reports are set up to reflect delivery and sales numbers.
- 3.3 Commission and supervise all onsite work relating to the presentation of the Exhibit at the Venue, prior to the arrival, set-up and installation of the Exhibit by LICENSOR.
- 3.4 Represent and warrant that all adjustments to the Venue necessary to host the Exhibit will be completed sufficiently in advance of the Exhibition License Term, to permit the Exhibit to commence as scheduled. LICENSOR will provide sample layout of the Exhibition and requirements for the installation of the Exhibition to LICENSEE. Based on LICENSOR’S recommendations, LICENSEE will fit the Exhibit into the Venue and send the proposed layout to LICENSOR for final approval, minimum 6 weeks before Opening Date.
- 3.5 LICENSEE is a municipal body corporate that self-funds for general liability under Wis. Stat. §§ 893.80 and 895.46(1), and automobile liability under § 345.05. LICENSEE is also permissibly self-insured under Wis. Stat. § 102.28(2)(b) for Workers’ Compensation. The protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Retentions and other costs of risk, including our contractual obligations, are financed under appropriation and fund accounting principles applicable to government operations. Nothing in this Agreement shall be construed as a waiver by LICENSEE of any rights to immunity, limitation of liability or any other protection that the LICENSEE may have by law.

- 3.6 Bear the costs for transporting the Exhibit to LICENSEE within North America and any expenses related to the timely delivery of the Exhibit; including, but not limited to shipping charges of supporting materials to LICENSEE, including delivery insurance costs and travel expenses for technical staff, housing, airfare, etc. for setting up and dismantling the exhibition, not to exceed Fifty Thousand US Dollars (\$50,000). Travel expenses to be reimbursed are confined to those expenses essential to the transaction of official business. Personal expenses are not reimbursable. Individuals traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. All travel arrangements should be made at the lowest possible fare. Lodging allowable 1 day prior, during and departure day of or one day after business is complete. Maximum per diem is \$46.00 per day. Maximum lodging cost is \$119.00 per day.
- 3.7 Be responsible and bear the costs for installation and de-installation of the Exhibit, as well as for providing the necessary personnel for installing and dismantling of the Exhibit, as detailed per Technical Rider (*ANNEX B*) being part of this Agreement, and pursuant to Section 5.4 thereof.
- 3.8 Provide security consisting of a roving security guard during the public opening hours of the Exhibit, and restricted access to the building after hours. This security will be provided from the LICENSEE from the time the Exhibit is delivered by LICENSOR to LICENSEE premises, until the Exhibit is removed from LICENSEE premises by LICENSOR.
- 3.9 Be responsible for all LICENSEE staffing and the daily operations of the Exhibit such as ticket sales, guest service, etc. and any costs thereof in accordance with Section 5.
- 3.10 Bear the costs for properly marketing the Exhibit at the LICENSEE site and via the LICENSEE's channels such as but not limited to:
- Space for promotional banner(s) both outside and inside LICENSEE,
 - Inclusion of Exhibit brochures and/or rack cards wherever LICENSEE displays similar materials within and outside of LICENSEE,
 - Promotional and directional signage (where necessary and appropriate) on the grounds outside and inside LICENSEE building and in the parking lots on site,
 - Prominent incorporation and exposure on the LICENSEE website,
 - Promotion of the Exhibit in all appropriate LICENSEE publications and newsletters,

- Inclusion of the accurate Exhibit information in all publications, announcements, newsletters, which LICENSEE distributes or where LICENSEE is referred to, such as but not limited to event-, tourist- or conference calendars,
 - And other programming as may be created.
- 3.11 LICENSEE is responsible for the continuous cleaning of the exhibition space during set up and dismantling, as well as for a general cleaning before the opening of the Exhibit. LICENSEE shall also be responsible for the removal of garbage produced by the daily operations and from the Exhibit set-up and dismantling, according to LICENSOR Cleaning Manual (*ANNEX D*). LICENSEE is also responsible for the final cleaning after the Exhibit has been fully dismantled.
- 3.12 Be responsible at own costs, for the routine care of the Exhibit and Support Material during the Exhibition License Term. Exhibit routine maintenance shall be conducted in a timely manner and in accordance to LICENSOR instructions, to be provided in advance by LICENSOR. This includes but is not limited to cleaning, changing light bulbs, fixing banners, ensuring connections are working properly, and related tasks.
- 3.13 Use reasonable efforts to deter unauthorized photography, filming or videotaping of the Exhibit, or the handling by unauthorized personnel or members of the public.
- 3.14 Organize the cash management and control of all revenue collected from all sales, related to the Exhibit and file and organize payment of applicable sales taxes.
- 3.15 Be responsible for any payable local taxes, and related obligations and requirements.
- 3.16 If applicable and agreed upon in Section 8, LICENSEE will supply LICENSOR with sufficient and accurate information regarding revenues and total visitors to the Exhibit and other information as set forth in Section 8.

4. Obligations of LICENSOR

In addition to such other responsibilities of LICENSOR as are set forth elsewhere in this Agreement, LICENSOR agrees to:

- 4.1 Develop and provide the Exhibit including all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, trade secrets and other intellectual property rights necessary to consummate the transactions contemplated by this Exhibition License Agreement.

- 4.2 Commission and supervise the design and fabrication of the Exhibit. LICENSOR will insure that the design and fabrication of the Exhibit will be made in accordance with all measures required for keeping the safety and health of the public. LICENSOR will provide LICENSEE with information of the design and contents of the Exhibit for review by LICENSEE. LICENSEE has the right of final approval for security of the facility or health and safety of the visitors and compliance with the building and safety codes; this approval not to be unreasonably withheld.
- 4.3 Make available such Support Material as LICENSEE shall reasonably require from the date of signing of this Agreement and throughout the Exhibition License Term, at no costs to LICENSEE.
- 4.4 Be responsible for the timely delivery of the Exhibit to LICENSEE on the Delivery Date. The parties shall mutually agree in writing upon any exceptions to this Delivery Date.
- 4.5 Be responsible for the timely delivery of branded merchandise to LICENSEE.
- 4.6 Assist in the customs clearance of the Exhibit, if necessary.
- 4.7 Provide at all time and stages of this Agreement, full property insurance coverage for the Exhibit of Two Million Five Hundred Thousand Euro (EUR 1,000,000) in assessed valuation from the time the Exhibit is shipped and delivered to LICENSEE by LICENSOR, during the offloading, unpacking and installation of the Exhibit, during the Exhibition License Term at LICENSEE, and throughout the de-installation, packing, loading and removal of the Exhibit, and until the delivery of the Exhibit to the next location.
- 4.8 Provide and maintain comprehensive general public liability insurance in an amount of not less than One Million US Dollars (US\$ 1,000,000) per occurrence and Two Million US Dollars (US\$ 2,000,000) general aggregate that shall also name LICENSEE as additionally insured.
- 4.9 Provide, when and where LICENSOR regards it as necessary, adequate tamper-resistant security hardware on exhibit cases. Provide, install and operate security cameras and recording devices.
- 4.10 Give full instructions and guidance to LICENSEE for the maintenance and operation of the Exhibit.

5. Delivery & Installation & Operations/Maintenance & Security

- 5.1 The parties agree to the following dates, with regard to the Exhibit displayed at LICENSEE:

Delivery Date: No later than April 28, 2017

Unload and Install:

to be finished one day prior to Opening Date, on: May 3, 2017

Press Day/VIP Opening (if any): May 3, 2017

Opening Date to the public: May 4, 2017

Closing Date: September 4, 2017

Removal Date:

no later than 10 days after closing day

LICENSEE shall inform LICENSOR on the dates of public announcements or press conferences in the context of the Exhibit.

- 5.2 The Exhibit will be open seven days a week including all holidays, unless agreed upon in advance.

The general public opening hours of LICENSEE are

9:00 a.m. to 5:00 p.m. Daily

LICENSEE shall be open during these hours throughout the Exhibition License Term. These hours may be extended by LICENSEE, based on demand.

- 5.3 During Exhibition License Term, LICENSEE will use all due care and caution in handling Exhibits and all component parts based on the instructions, to be provided by LICENSOR to LICENSEE.
- 5.4 LICENSEE will assign and bear the cost for the supporting and trained staff, including trained technicians and electricians, to realize unloading, unpacking, installation, de-installation, packing, loading, routine maintenance, and any other handling that may become necessary, as per Technical Rider annexed (*ANNEX B*). The crew will be provided for the full period of unload and installation, as well as dismantle and loading.
- 5.5 LICENSOR will provide staffing costs for experienced technicians, for supervising offloading, unpacking, installation as well as dismantling, packing, loading and removal of the Exhibit according to the provisions of this Agreement.
- 5.6 *Loss or Damage:* In the event that any Artifact of the Exhibit is damaged or lost during delivery or during the Exhibition License Term, LICENSEE will immediately notify LICENSOR. High-resolution photographs clearly showing

the damage shall accompany the written notification. If any Artifact is deemed by LICENSEE to be hazardous to public safety or grossly damaged, LICENSEE will make any effort to contact LICENSOR immediately, and reserves the right to immediately remove the Artifact. The damaged Artifact should be kept in a safe and secure location, for pending purposes of repair. In such cases, LICENSEE shall contact LICENSOR as soon as possible and inform about the removal. In any other case, Artifacts can only be changed or removed with prior approval by LICENSOR. LICENSOR will make every effort to repair or replace any damaged Artifact as soon as possible, at no cost to the LICENSEE. However, in case an exhibition Artifact is damaged out of negligence by LICENSEE, the cost for repair or replacement of Artifact may be billed to LICENSEE.

- 5.7 *Unpacking and Repacking:* LICENSOR or its representative will provide all crates and packing material necessary to ship the Exhibit. LICENSEE agrees to follow specifically all unpacking and repacking instructions as provided by LICENSOR. LICENSEE will retain all packing materials for repacking the Exhibit after the Exhibition License Term, in a safe and dry environment to secure a safe shipping to the next location.
- 5.8 All LICENSEE staff coming into contact with visitors of the Exhibit, shall be briefed by LICENSEE supervisors on the contents of the Exhibit, as well as how to respond when being approached by press, visitors and other invitees.
- 5.9 LICENSEE ticketing, hosting, greeting and security staff will be provided to greet the public, monitor visitor behavior, and answer any basic visitor questions, regarding the Exhibit. Other LICENSEE staff will provide reservation, admission and ticketing services, access control to the Exhibit and security.
- 5.10 LICENSEE shall regularly conduct visitor surveys to verify marketing measures, public response, and psychological reactions. LICENSOR will provide survey models to LICENSEE and LICENSEE agrees to share the results with LICENSOR.
- 5.11 LICENSEE is responsible for setting up directional, promotional and informational signage inside and outside the LICENSEE, to properly conduct and manage visitor's flow.
- 5.12 Upon signing of this Agreement, LICENSEE and LICENSOR shall both provide an organizational sheet of the staff working on the project, including name, position and range of responsibility for this Exhibit.
- 5.13 Subject to advance coordination, LICENSEE grants LICENSOR staff access to the Exhibit for repair and maintenance works on the plastinates or other Artifacts, pursuant to the existing operating procedures of LICENSEE. LICENSEE grants proper lighting and if required proper technical assistance for the maintenance works.

- 5.14 Upon request of LICENSOR, LICENSEE will provide to LICENSOR copies of all available security footage and documentation pertaining to damage or other legal matters regarding the Exhibit.

6. Ticket sales

- 6.1 Tickets shall be made available by LICENSEE, ensuring a sufficient number of existing box offices to cope with the crowd of visitors at any time.
- 6.2 General adult admission to LICENSEE and Exhibit shall not exceed US \$30.00 USD respectively. LICENSEE agrees to submit a pricing schedule to LICENSOR for approval at least 30 days prior to the opening of the Exhibit and at least 15 days prior to announcing prices to the public. Price list to be provided by LICENSEE.
- 6.3 LICENSEE will take all reasonable measures to let all interested visitors see the Exhibit during the Exhibition License Term, including extended opening hours.
- 6.4 LICENSOR shall be entitled to a copy of the data collected by LICENSEE in connection with the sale of tickets. After the first 14 days opening period LICENSEE will provide a sales report each week for documentation purposes. Report will show all types of ticket sales, revenues and complimentary tickets.
- 6.5 LICENSOR will be allowed to distribute up to 200 unlimited complimentary tickets for the Exhibit to elected officials, media providers, and marketing activities among others.
- 6.6 Body Donors of the Institute for Plastination shall be granted free admission to the exhibition upon presenting proper identification.

7. Merchandising

- 7.1 The parties acknowledge that Exhibit merchandising material will be offered for sale with the Exhibit.
- 7.2 LICENSOR will provide Exhibit branded merchandise, including but not limited to exhibition catalogue and DVD to LICENSEE on a consignment basis, and bear the costs for shipping. LICENSOR shall determine the sales prices for the Exhibit branded merchandise.
- 7.3 LICENSEE is allowed to offer (in addition to LICENSOR-supplied branded merchandise), other merchandise that is not *Body Worlds* branded. Revenue derived from such Exhibit related merchandise shall be LICENSEE revenue.

- 7.4 LICENSEE agrees to operate a shop with Exhibit branded and non-branded merchandise, related to the Exhibit in its LICENSEE store(s), and bear the cost for either options. In any case, LICENSEE will use its own furniture and its own cash registers and will staff the shops appropriate for the number of visitors reasonably expected. LICENSEE will provide prime display position for Exhibit branded materials to maximize its sales.
- 7.5 LICENSEE shall be responsible for providing locked and secure storage space for LICENSOR merchandise, and will manage receiving, storing and sales of the catalogs and DVDs. After the Exhibition License Term, any leftover merchandise will be returned to LICENSOR or shipped to the next location, as may be determined by LICENSOR, at LICENSOR's expense.
- 7.6 LICENSOR will supply branded merchandise of which LICENSOR will retain 70% of the revenue less applicable fees and sales tax. LICENSEE is entitled to 30% of the net revenue for LICENSOR branded Merchandise for keeping merchandise on inventory and for sale.
- 7.7 Upon delivery of Merchandise to LICENSEE, LICENSOR will provide an inventory report, to be reviewed and verified by both parties in writing.

8. Fixed License Fee & LICENSOR Participation & Payment & Sponsorship

- 8.1 LICENSOR agrees to license the Exhibit to LICENSEE for the defined Exhibition License Term.
- 8.2 Except as may be otherwise stated in this Agreement, LICENSEE shall be responsible for covering all costs associated to the license of the Exhibit, and agrees to pay to LICENSOR a Fixed License Fee as per Section 8.3.
- 8.3 *Fixed License Fee:* LICENSEE will pay LICENSOR a Fixed Installment License Fee of One Hundred Thousand US Dollars (US\$ 100,000) per installment (per month). For the Exhibition License Term, the Overall Fixed License Fee amounts to a total of Four Hundred Thousand Dollars (\$400,000.00)
- 8.4 LICENSEE shall make payments to LICENSOR of the Fixed License Fee on the following dates:
- 1) One Hundred Thousand US Dollars (US\$ 100,000) on or before January 31, 2017 to cover payment for deposit and through May 30th 2017.
 - 2) One Hundred Thousand US Dollars (US\$ 100,000) on or before May 10, 2017. To cover payment through June 30th, 2017.
 - 3) One Hundred Thousand US Dollars (US\$ 100,000) June 10, 2017. To cover payment through July 30, 2017.

- 4) One Hundred Thousand US Dollars (US\$ 100,000) July 10, 2017. To cover payment though September 4, 2017.
- 8.4 Revenues on merchandise are payable 30 days after the month end of each month following merchandise sales, as per Section 7.6. LICENSEE will provide LICENSOR with reasonable statements within the first 7 days of the week following such transfer. No deductions shall be admissible with the exception of deductions made for credit card fees and sales tax. Necessary adjustments will be done bi-monthly, and within 10 business days of month end. Any delay in payments of more than two weeks to LICENSOR' account shall bear interest at a rate of 10% per annum. Refunds on merchandise will be deductible.
- 8.5 *Sponsorship*: Both LICENSEE and LICENSOR are entitled to contract sponsors for the Exhibit that are not in conflict with the image of promoting science and education. LICENSEE acknowledges that no placement of any presenting, supporting and promotional sponsor logos or other forms of recognition inside the Exhibit will be permitted unless agreed upon with LICENSOR. For the avoidance of any doubt, placement of presenting, supporting and promotional sponsor logos or other forms of recognition outside the Exhibit, including but not limiting, promotions, advertisements and other media relation issues, shall be permitted. No sponsor shall be granted any rights, other than sponsorship rights, with respect to Exhibit, without the prior written approval of LICENSOR, which shall not be unreasonably withheld or delayed. Nothing in this Agreement shall be construed as authorizing the right to grant sponsorship arrangements for any activity or undertaking of LICENSOR other than the Exhibit. LICENSEE will provide LICENSOR with a copy of any Sponsorship agreement. Any and all payments received from sponsors of the Exhibit that LICENSEE is responsible for securing, shall belong in total to LICENSEE. Any and all payments received from sponsors of the Exhibit that LICENSOR is responsible for securing belong in total to LICENSOR.
- 8.6 LICENSEE shall furnish to LICENSOR accountings of tickets to the Exhibit, Exhibit attendance and LICENSEE attendance (capture rate), if applicable.

9. Marketing, Advertising and Publicity

- 9.1 LICENSEE shall develop the Exhibit public relations plan, marketing strategy and plan, and submit these documents to LICENSOR for documentation purposes. Upon developing the Marketing Plan, LICENSEE will take under consideration the LICENSOR'S Museum Kit containing recommendations and experience studies of LICENSOR compiled and provided to LICENSEE within the time of signing of this Agreement.
- 9.2 The "Marketing Plan" extracted or based on LICENSOR' Museum Kit, shall remain LICENSOR' rights. LICENSEE is allowed to use the Marketing Material

solely for purposes of the Exhibit, and during the Exhibition License Term. The Material is subject to LICENSOR' copyright.

- 9.3 LICENSOR shall provide any necessary key art for the Exhibit as part of the Museum Kit. LICENSEE will respect BODY WORLDS' branding and corporate identity, and will follow the guidelines provided with the key artwork.
- 9.4 LICENSEE acknowledges that the success of the exhibition requires strategic and select advance publicity after the announcement, and prior to the press conference, as well as comprehensive publicity during the opening, and on-going media activities throughout the run of the Exhibit.
- 9.5 LICENSEE shall provide an appropriate level of on-going substantial public relations staffing support throughout the Exhibition License Term.
- 9.6 LICENSOR will appoint a media spokespersons for the Exhibit, if need be.
- 9.7 It is understood by the parties that a media-trained LICENSEE designated person will serve as the LICENSEE media spokespersons for the Exhibit.
- 9.8 Neither LICENSEE, nor LICENSOR are entitled to disclose information on the activities of either party to the press, unless mutually agreed upon.
- 9.9 LICENSOR will provide to LICENSEE major media messages for the Exhibit at LICENSEE, and responses to the most frequently asked questions and concerns. Both parties agree to use these major media messages, as the core part of any media appearance.
- 9.10 LICENSEE agrees to spend a minimum amount of fifty-five thousand US (\$55,000 USD) in advertising of the Exhibit.
- 9.11 LICENSEE shall provide LICENSOR with copies of any artwork produced, publication, article, media clippings etc. and related to the Exhibit, which has been collected during the Exhibition License Term.

10. Audiovisual rights

- 10.1 No television, video, film, music, photography or other audio visual, reproduction or distribution rights, including but not limited to telecommunication mediums, such as the Internet, are granted by LICENSOR to LICENSEE, with the sole exception of press and media coverage of the Exhibit and all PR and Web-TV produced by LICENSEE, pursuant to this Agreement. LICENSEE agrees to adhere to the restrictions in LICENSOR's existing agreements that will be provided to LICENSEE in writing, for the usage of the recorded material, and thus help to avoid unauthorized usage of the recorded material.

- 10.2 LICENSEE shall create at its own expense, an Internet site for the Exhibit, which shall be integrated into the LICENSEE Website. The information provided on any Internet site established by LICENSEE to promote or advertise the Exhibit, shall be in substantial conformance with LICENSOR' website information (a copy of requirements shall be provided to LICENSEE within the LICENSEE Kit).
- 10.3 Except as set forth in Section 10.1 hereof, LICENSEE will prohibit photography, videotaping, filming or other recording of the Exhibit, and will take reasonable measures to inform visitors to the Exhibit of this prohibition. LICENSEE shall use its best efforts to eject any visitor to the Exhibit who refuses to comply with such prohibition, and shall use its best efforts to confiscate any photographic film or other recording of the Exhibit taken by any visitor.

11. Representations and Warranties of LICENSEE

LICENSEE hereby represents and warrants that:

- 11.1 It has the right and the complete authority to enter into this Agreement and to undertake the obligations set forth herein.
- 11.2 This Agreement has been duly executed by LICENSEE and is enforceable against LICENSEE in accordance with its terms.

12. Representations and warranties of LICENSOR

LICENSOR hereby represents and warrants that:

- 12.1 It has the right and the complete authority to enter into this Agreement and to undertake the obligations set forth herein.
- 12.2 LICENSOR owns or possesses adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, trade secrets and other intellectual property rights necessary to consummate the transactions contemplated by this Exhibition License Agreement.
- 12.3 This Agreement has been duly executed by LICENSOR and is enforceable against LICENSOR in accordance with its terms.
- 12.4 It has obtained appropriate, adequate, proper and legal releases and permissions required for the use of the plastinates and further Artifacts in the Exhibit, and for all purposes under this Agreement; that all Artifacts were legally obtained; that all whole body specimens were donated pursuant to written documentation to the Institut für Plastination (IfP) in Heidelberg, Germany, an organization engaged in medical education and research; that all of these donors declared in writing at the age of at least 18 years (or a minor with the written consent of a parent or legal

guardian) that their bodies should be made available after death for the qualification of physicians and the instruction of laypersons; that it has in its possession or control appropriate and legal death certificates for these Artifacts; that all other organs, body parts and fetuses that may not originate from IFP's Body Donation Program were legally obtained from established medical institutions and old anatomical collections; that it has put in place and followed procedures and systems whereby LICENSOR is certain that each Artifact used in the Exhibit was legally obtained or donated; and that all Artifacts may be used by LICENSOR for display in the Exhibit in accordance with this Agreement.

12.5 LICENSOR is the legal owner of all items included in the Exhibit and that none of the items has:

12.5.1 been stolen or looted from its rightful owner or country of origin,

12.5.2 been obtained by violent means including during an armed conflict in the country of origin,

12.5.3 been exported illegally or illicitly from its country of origin,

12.5.4 been imported illegally or illicitly into the country of residence of the item, or

12.5.5 been obtained in violation of the legislation of its country of origin,

12.5.6 no items on display at the Exhibit has been killed for the purposes of Plastination,

12.5.7 the items were left to Exhibitor with the express consent of their respective owners for the purposes of Plastination for public exhibitions, and

12.5.8 it has obtained appropriate, adequate, proper and legal releases and permissions required for the use of the items comprising the Exhibit for all purposes under this Agreement; that all such items were legally obtained; and that all items may lawfully be used by MUSEUM for display in the Exhibit in accordance with this Agreement.

13. Liability and Indemnity

13.1 The LICENSOR agrees to indemnify, defend and hold harmless LICENSEE and its agents and assigns and their respective agents, officers, LICENSEE Staff, LICENSEE Volunteers, and directors, from and against any and all losses, damages, liabilities, claims, demands, suits and expenses including reasonable attorneys' fees that LICENSEE may incur or be liable for as a result of any claim, suit or proceeding made or brought against LICENSEE based upon, arising out of, or in connection with LICENSOR's (or that of its agents, employees, or

representatives) (i) breach of any of its duties or obligations hereunder, or (ii) negligence or willful misconduct in connection with the Exhibit.

13.2 LICENSEE agrees to indemnify, defend and hold harmless LICENSOR, its subsidiaries, parent companies, affiliates, agents, and assigns and their respective agents, officers, employees, and directors, from and against any and all losses, damages, liabilities, claims, demands, suits and expenses including reasonable attorneys' fees that LICENSOR may incur or be liable for as a result of any claim, suit or proceeding made or brought against LICENSOR based upon, arising out of, or in connection with LICENSEE's (or that of its employees while working within the scope of their employment) (i) breach of any of its duties or obligations hereunder or (ii) negligence or willful misconduct in connection with the Exhibit.

13.3 Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. Upon the written request of any indemnitee for indemnification pursuant to this Agreement, the indemnitor shall assume the defense of any claim, demand or action against such indemnitee, and shall upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled.

13.4 LICENSEE agrees to indemnify, defend and hold harmless LICENSOR, its subsidiaries, parent companies, affiliates, agents and assigns and their respective agents, officers, employees, and directors, from and against any sales taxes (including any interest and penalties thereon) imposed on the LICENSOR as a result of LICENSEE's failure to collect and or remit the applicable sales taxes on LICENSOR's behalf as contemplated by this Agreement.

14. Trademark rights

Neither party, by virtue of this Agreement, shall obtain or claim any right, title or interest in or to the other's name, trademark or logo, except the right to use as specified herein, and hereby acknowledges and agrees that all such use shall inure to the benefit of the respective owner. It is expressly agreed that LICENSOR has the sole and exclusive right to use all trademarks utilized for the Exhibit and of all Exhibit logos. LICENSEE may only employ LICENSOR trademarks with the prior written approval of LICENSOR and solely in connection with the Exhibit.

15. Termination

This Agreement shall terminate in the event that:

15.1 LICENSOR or LICENSEE fail to perform any material term, covenant or agreement to be observed or performed by them under this Agreement, and such

failure shall continue for ten (10) days following written notice from the other party;

- 15.2 LICENSOR or LICENSEE shall become insolvent or admit their inability to pay their debts as they mature or shall make an assignment for the benefit of their creditors;
- 15.3 a proceeding in bankruptcy or for the reorganization of LICENSOR or LICENSEE or the readjustment of any of their debts under the Bankruptcy Code or any other laws, whether state or federal, for the relief of debtors shall be commenced by LICENSOR or LICENSEE, or shall be commenced against LICENSOR or LICENSEE, and not discharged within sixty (60) days after the commencement thereof; or
- 15.4 a receiver or trustee shall be appointed for LICENSOR or LICENSEE for any substantial part of their assets, or any proceeding shall be instituted for dissolution or the full or partial liquidation of LICENSOR or LICENSEE. The non-defaulting party shall be entitled to actual damages for any such default. Notification of termination shall be in writing.

16. Obligations upon Termination

- 16.1 If LICENSOR terminates this Agreement before Opening Date, LICENSOR is to refund any down payment of the Fixed Monthly License Fee to LICENSEE.
- 16.2 If LICENSEE terminates this Agreement before Opening Date, LICENSEE shall be liable for any compensation, reimbursements, or damages on account of any loss of prospective profits on anticipated payments, or on account of expenditures, investments, leases, or other commitments relating to the business or goodwill of LICENSOR and shall pay a compensation to LICENSOR in relation to the date of termination.
 - If LICENSEE terminates the Agreement up to 6 months and longer before Opening Date the LICENSEE will pay a compensation fee to the LICENSOR of One Monthly Fixed License Fee as per section 8.3.
 - If terminated 3 months before Opening Date, LICENSEE will pay to LICENSOR Two Fixed Monthly License Fees.
 - If LICENSEE terminates this Agreement after Opening Date, LICENSEE will pay to LICENSOR Three Fixed Monthly License Fees.
- 16.3 In the event that LICENSEE decides or has to reduce the Exhibition License Term after Opening Date for any reason unrelated to LICENSOR, the total Fixed License Fee as per Section 8.3. is due to LICENSOR.

- 16.4 Within thirty (30) days of termination of the Exhibition License Term, LICENSOR at the request of LICENSEE, shall forthwith return to LICENSEE or otherwise dispose of as LICENSEE may direct, substantial and/or confidential materials, documents and papers whatsoever belonging to LICENSEE and sent to LICENSOR relating to the Exhibit (other than correspondence between LICENSEE and LICENSOR) which LICENSOR may have in its possession or under its control, except that LICENSOR and its professional advisors each shall have the right to retain one (1) copy of each of the foregoing, strictly for archival purposes only. Any other uses would require the consent of LICENSEE.
- 16.5 Within thirty (30) days of termination of the Exhibition Term, LICENSEE, at the request of LICENSOR, shall forthwith return to LICENSOR or otherwise dispose of as LICENSOR may direct, the LICENSEE Kit, marketing plans in the manner and extent set forth in section 9.2 hereof, and all other substantial and/or confidential materials, documents and papers whatsoever, and belonging to LICENSOR and sent to LICENSEE relating to the Exhibit (other than correspondence between LICENSEE and LICENSOR) which LICENSEE may have in its possession or under its control, except that LICENSEE and its professional advisors each shall have the right to retain one (1) copy of each of the foregoing strictly for archival purposes only. Any other uses would require the consent of LICENSOR.

17. Applicable Law / Dispute Resolution

If there is a dispute or a disagreement (“Dispute”) between LICENSEE and LICENSOR in connection with or relating to this Agreement or the Exhibit, a senior officer of both LICENSEE and LICENSOR shall, within five (5) business days of written request by either party for a meeting to attempt to resolve the Dispute, meet in good faith to resolve such Dispute. If such Dispute cannot be resolved by such senior officers within ten (10) business days of that written request, then upon written notice by either party to the other, the parties shall submit such Dispute to arbitration. In such a case each party shall select an arbitrator who shall between them choose a third. The arbitration shall be conducted in the State of Wisconsin and in accordance with the Federal Arbitration Act. The substantive law of Wisconsin shall apply. The arbitrators shall be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 30 days of the submission of the Dispute to arbitration. The decision of a majority of the arbitrators shall be final and binding upon the Parties hereto not subject to any appeal, and the expense of arbitration shall be paid as the arbitrators may determine.

18. Miscellaneous

- 18.1 *Other Documents:* Each of the parties hereto shall execute and deliver such other and further documents and instruments, and take such other and further actions, as may be reasonably requested of them for the implementation and consummation of this Agreement and the transactions herein contemplated.

- 18.2 *Successor and Assigns:* This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns. Neither party shall be entitled to assign its rights and duties under this Agreement without the consent of the other party.
- 18.3 *Notices:* All notices required to be given under the terms of this Agreement shall be in writing (including e-mail with return receipt acknowledged by email from receiving party, telegraphic, telex, and facsimile transmissions, provided that a copy thereof is also sent by certified or registered air mail on the same day as such telegraphic, telex or facsimile transmission) and shall be deemed to have been duly given, if delivered to the addressee in person (and receipted on a copy of such notice), or transmitted, or mailed by certified or registered air mail, return receipt requested, or sent by a nationally recognized overnight delivery service, as follows (or such other address as the recipient may have designated in writing):

LICENSOR:

Plastination Company Inc.
c/o Bash, Gesas & Co, Michael A. Gesas
9401 Wilshire Blvd. Suite 700
Beverly Hills, CA 90212,
USA
Facsimile: 310 278 2031

LICENSEE

The Milwaukee Zoo
10001 W Bluemound Rd
Milwaukee, WI 53226
Email: Jourdain.Lafrombois@milwaukeecountywi.gov
Facsimile:

With copies to:

Dr. med. Gunther von Hagens
Address of correspondence:
Im Bosseldorn 17
D-69126 Heidelberg, Germany
E-mail: whalley@plastination.com
Facsimile: +49 (0) 6221 3311-24

All such notices shall be effective upon the delivery thereof to LICENSEE or LICENSOR in person or via telegraph, telex, or facsimile, a nationally recognized overnight delivery service, or if mailed. Any party may change their respective addresses and fax number by giving notice as herein provided.

- 18.4 *Entire Agreement:* This Agreement contains the entire agreement between the

parties and supersedes all prior agreements, understandings and writings between the parties with respect to the subject matter of this Agreement. Each party hereto acknowledges, that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, which are not embodied herein or in an exhibit hereto, and that no other agreement, statement or promise may be relied upon or shall be valid or binding. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally. This Agreement may be amended or supplemented or any term hereof may be changed, waived, discharged or terminated by an agreement in writing, and signed by all parties hereto.

- 18.5 *Severability*: If any provision of the Agreement shall be held invalid or unenforceable, the remainder of this Agreement which can be given effect without such invalid or unenforceable provision, shall remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall remain in full force and effect in all other circumstances.
- 18.6 *No Waiver*: The waiver by any party hereto of any breach or violation of any provision of this Agreement, shall not operate or be construed as a waiver of any subsequent breach.
- 18.7 *Force Majeure*: If due to acts of God, insurrection, fire, elements, national emergency, or any other cause outside of the reasonable control of either party to this Agreement (“Force Majeure”) the Exhibit is canceled, delayed or the performance of either party under the terms of this Agreement is delayed or made impossible, the parties agree that such cancellation, postponement or failure to perform shall not be considered a breach of this Agreement. In such event, however, the parties agree to use their reasonably best efforts to reschedule the Exhibit. In case of such event, the deposit paid by LICENSEE will be applied to a future presentation of the Exhibit, or if the parties are unable to reschedule the deposit will be refunded.
- 18.8 *Confidentiality*: LICENSOR and LICENSEE agree, as may be permitted by law, not to divulge or permit or cause their officers, directors, stockholders, employees or agents to divulge the substance and the terms and conditions and original ideas of this Agreement. Additionally, during and after the term of this Agreement, also as permitted by law, neither LICENSOR nor LICENSEE, shall disclose to anyone for any reason, without the prior written consent of the other, any marketing plans, strategies, financial or other confidential information, divulged to or learned by either party about the other from any source whatsoever, unless and until such information has generally become available to the public, from sources other than the other party.
- 18.9 *Independent Parties*: Nothing in this Agreement is intended to create, nor shall anything herein be construed or interpreted as creating an agency, a partnership, a joint venture or any other relationship between LICENSOR and LICENSEE,

except as expressly set forth herein, and both parties understand that, except as expressly agreed to herein, each shall be responsible for its own separate debts, obligations and other liabilities.

- 18.10 *Survival of Representations:* The representations, warranties, indemnification, and confidentiality provisions set forth in this Agreement, shall be continuing and shall survive the expiration of the Exhibition License Term.
- 18.11 *Headings:* The captions and headings used herein, are for convenience only and shall not be construed as a part of this Agreement.
- 18.12 *Counterparts:* This Agreement may be executed in any number of counterparts with the same effect, as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument. Signed copies of this Agreement delivered by facsimile, shall serve as originally executed counterparts for all purposes hereof. Following any such facsimile delivered by either party hereto, such party covenants and agrees to deliver an originally signed counterpart to the other party hereto by regular mail delivery.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

Zoo Director, Milwaukee County Zoo _____

Plastination Company Inc., LICENSOR _____

Community Business Development Partners _____

Risk Management _____

Comptroller _____

Corporation Counsel (approve for execution) _____






Milwaukee County Executive _____

Corporation Counsel (approved as to Wis Stats 59.42) _____






- ANNEX A:* List of Artifacts / Exhibit Components
- ANNEX B:* Technical Rider
- ANNEX C:* LICENSEE Floor Plan (of assigned exhibition space)
- ANNEX D:* Cleaning Manual

ANNEX E: Merchandise Inventory Listing






Body Worlds Animal Inside Out
Specimen List April 2013

Whole Body Plastinates and Body Slices		
0		
1		Nature's crash helmet A horse's skull (<i>Equus ferus caballus</i>)
2		Highly modified skeletons Skeleton of an Oryx
3		Walking tall Human Skeleton
4		Too heavy to fly Skeleton of an Ostrich (<i>Struthio camelus var. domesticus</i>)
5		Ready for take off Skeleton of a Pigeon





**Body Worlds Animal Inside Out
Specimen List April 2013**

6		<p>Separating the sheep from the goats? Sheep (<i>Ovis aries</i>)</p>	
7		<p>Sheep – the inside story Sheep (<i>Ovis aries</i>)</p>	
8		<p>The first domestic animals Billy Goat (<i>Capra aegagrus hircus</i>)</p>	
9		<p>Bone growth Cross-section of a Lamb</p>	
10		<p>Cross-section of a hare</p>	







Body Worlds Animal Inside Out
Specimen List April 2013

11		<p>The horse's command centre A horse's head (Equus ferus caballus)</p>	
12		<p>Walking on tiptoe Filly (Equus ferus caballus)</p>	
13		<p>Teeth Cross-section of a horse's head</p>	
14		<p>Long muzzle Cross-section of a horse's head</p>	
15		<p>Horse's hoof</p>	





Body Worlds Animal Inside Out
Specimen List April 2013

16 17		<p>Built for speed, adapted for the cold Reindeer (<i>Rangifer tarandus tarandus</i>)</p>	
18		<p>Beef-cake Bull (<i>Bos primigenius Taurus</i>)</p>	
19 20		<p>One hump or two? Bactrian Camel (<i>Camelus bactrianus</i>)</p>	
21		<p>Headline ??? The Caller</p>	

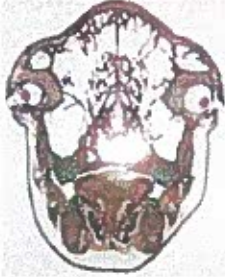






Body Worlds Animal Inside Out
Specimen List April 2013

22		<p>Human Upper Limb</p>	
23		<p>Human Lower Limb</p>	
24		<p>Air-headed elephant Cross section of an Asian elephant (<i>Elephas maximus</i>)</p>	
25		<p>Longitudinal Section of an Elephant's food</p>	
26		<p>Horizontal Section of an Elephant's food</p>	
27		<p>Tallest bird Ostrich (<i>Struthio camelus</i> var. <i>domesticus</i>)</p>	


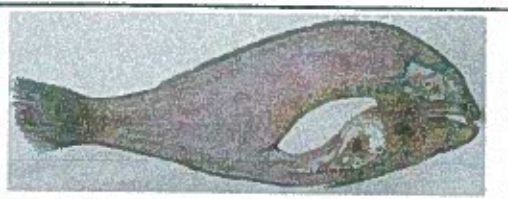

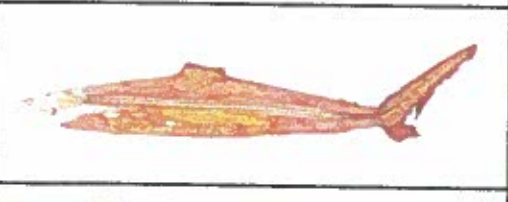
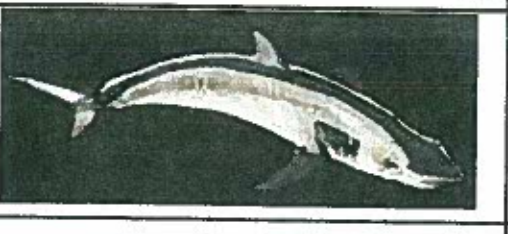


Body Worlds Animal Inside Out
Specimen List April 2013

28		<p>Grinding up food Cross-section of an Ostrich (<i>Struthio camelus</i> var. <i>domesticus</i>)</p>	
29		<p>Arterial highways Blood vessel configuration of an ostrich</p>	
30		<p>The world's tallest mammal Giraffe (<i>Giraffa camelopardalis</i>)</p>	
31		<p>Giraffe in Slices</p>	


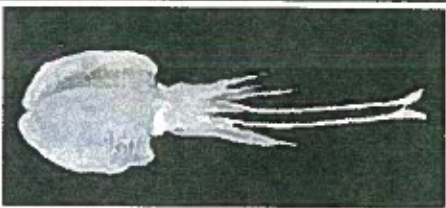





Body Worlds Animal Inside Out
Specimen List April 2013

32		<p>Cross-section of a Giraffe's head</p>	
33		<p>Cross-section of a giraffe</p>	
34		<p>Swamp monster Cross section of a young crocodile (Caiman crocodilus)</p>	
35		<p>Cold blooded hunter Cross section of a crocodile (Caiman crocodilus)</p>	
36		<p>A large-scale tabby? Cross-Section of a Lion (Panthera leo)</p>	
37		<p>Deep-sea monster Giant Squid (Architheuthis dux)</p>	
38		<p>Opah (Lampris gutatus)</p>	







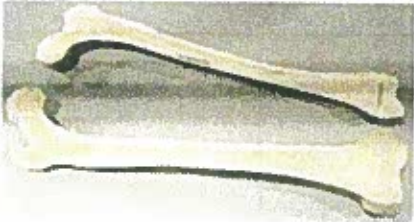
Body Worlds Animal Inside Out
Specimen List April 2013

39		Grass carp	
40		Sea bream	
41		Needlefish	
42		Feeling the buzz Cross-section of a shark	
43		Powerful predator Blue shark (<i>Prionace glauca</i>)	
44		Flying Goose	
45		Duck slices	




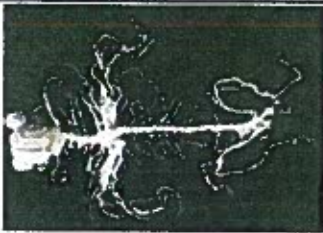



Body Worlds Animal Inside Out
Specimen List April 2013

46		Jet-propelled squid Squid (Theuthida)	
47		Cuttlefish (Sepia)	
48		Scallop (Pectinidae)	
49		Sea snail (Gastropoda)	
50		Sea snail (Gastropoda)	
51		The boneless octopus (Octopus vulgaris)	
52	 <i>(Octopus vulgaris)</i>	The making of an egg Cross-section of a duck	







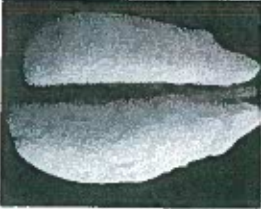
Body Worlds Animal Inside Out
Specimen List April 2013

Locomotive System			
53		Run rabbit run Skeleton of a rabbit (<i>Oryctolagus cuniculus forma domestica</i>)	
54		Weight-saving chicken (<i>Gallus gallus domesticus</i>)	
55 56			
57		Bony fish (<i>Scomber scombrus</i>)	
58		Green jumper Skeleton of a frog (<i>Hoplobatrachus rugulosus</i>)	
59		Frog	
60		Strong yet lightweight Human Thighbone	








Body Worlds Animal Inside Out
Specimen List April 2013

61		Snail's pace (Helix pomatia)	
62		Suit of armor Crab	
63		Scallop (Pectinidae)	
Nervous System			
64		Cat's cradle Nervous system of a cat (Felis silvestris catus)	
65		The body's data processor Brain of a cat (Felis silvestris catus)	
66		Control centre Brain of a cat (Felis silvestris catus)	
67		Hare-brained Brain of a hare (Oryctolagus cuniculus forma domestica)	







Body Worlds Animal Inside Out
Specimen List April 2013

68		Half head of a goat	
69		Brain of a giraffe	
70		Human Brain	
71		Octopus intelligence (Octopus vulgaris)	
Respiratory Organs			
72		Reindeer lungs (Rangifer tarandus tarandus)	
73		Human lungs	
74		Lungs of a pig	



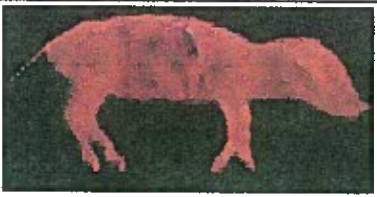


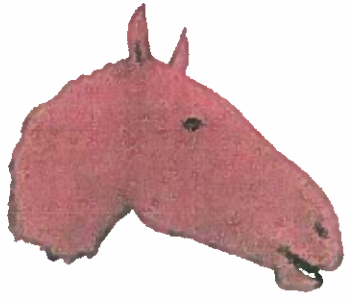
Body Worlds Animal Inside Out
Specimen List April 2013

75		A cat's heart and lungs (Felis silvestris catus)	
76		Chest protector Dissected cat (Felis silvestris catus)	
77		Breathing underwater Fish with dissected gills (Scomber scombrus)	
78		Buoyancy aids Fish with air bladder (Scomber scombrus)	
Cardiovascular Organs			
79		The largest artery Skink with heart and aorta (Scincidae sp.)	
80		A hollow muscle Heart of a reindeer (Rangifer tarandus tarandus)	
		Big hearted creatures	<p>We have ordered a similar set that is block embedded from Carolina Biological.</p>

Body Worlds Animal Inside Out
Specimen List April 2013




81		<p>Two chambers, one-way valves</p>	
82		<p>The restless worker Human heart</p>	
83		<p>High blood pressure Giraffe's heart</p>	
84		<p>Heart of a hunter A shark's heart (Prionace glauca)</p>	
85		<p>A pig's heart (Sus scrofa domestica) Blood vessel configuration of the coronary arteries</p>	
86		<p>A powerful heart Bull's heart (Bos primigenius taurus)</p>	

Body Worlds Animal Inside Out
Specimen List April 2013







87		The heart's own blood supply Blood vessel configuration of a bull's heart	
88		Blood vessel configuration of a frog	
89		Blood vessel configuration of a pig	
90		Blood vessel configuration of a rabbit	
91		Blood vessel configuration of a duck	
92		Covered in capillaries Blood Vessel Configuration of a Horse's Head	

Body Worlds Animal Inside Out





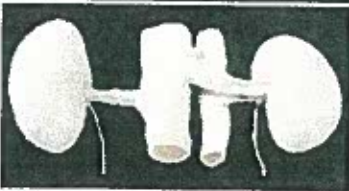

Specimen List April 2013

93		Elixir of life Bone and Blood Vessel Configuration of a Horse's Head	
94		Blood vessel configuration of a lamb	
95		Blood vessel configuration of a dog	








Body Worlds Animal Inside Out
Specimen List April 2013

Digestive Organs		
96		Food processor Digestive system from a guinea pig (Caviidae)
97		Rat pack Internal organs of a rat
98		A diet of grit Chicken with inner organs (Gallus gallus domesticus)
99		Inside a snake (Enhydris chinensis)
100		Ruminating reindeer Stomach (Rangifer tarandus tarandus)
101		Four-part digester Part of a cows' reticulum and omasus (Bos primigenius taurus)

Body Worlds Animal Inside Out
Specimen List April 2013

102		The small intestine Intestinal Organs of a Reindeer (Rangifer tarandus tarandus)	
103		Multi tasking organ Liver of a reindeer (Rangifer tarandus tarandus)	
104		Human liver	
105		Human inner organs	
Excretory Organs			
106		The body's filter Kidneys of a reindeer (Rangifer tarandus tarandus)	
Reproductive Organs			
107		Male reindeer's reproductive organs (Rangifer tarandus tarandus)	

Body Worlds Animal Inside Out
Specimen List April 2013

108		<p>The erection mechanism Blood Vessel Configuration of a Horse's Penis</p>	
109		<p>A bull's testicle Blood vessel configuration</p>	
110		<p>Human Placenta</p>	
111		<p>Uterus of a Reindeer (Rangifer tarandus tarandus)</p>	
112		<p>Rearing a reindeer Fetus inside the Uterus (Rangifer tarandus tarandus)</p>	
113 114		<p>Bird embryos</p>	
115 116		<p>Human Fetuses in the 4th and 5th month</p>	

ANIMAL: INSIDE OUT

Technical Information sheet

General information

1 **Exhibit space**

height at least 20ft (In a portion of the space) - coinciding with the up to date local fire and health and safety regulations

2 **Electrical power requirement**

General exhibition lighting

100- 120V System
2x 150A three phase
6-8 x 10A single phase

220-240V System
2x CEE 125A three phase
6-8 x 10A single phase

3 **Freight handling**

Minimum width

min 7 ft

min. 2.10m

Minimum height

min. 9ft

min. 2.60m

Minimum length - if freight elevator in use

min 15 ft

min. 4.50m

Minimum weight - if freight elevator in use

7700 lb

3.5t

4 **Freight volume**

8-9 x 53ft Trailer

10 Jumbo 14m Trailer

Loading / loading and crates/pallets arriving during install and dismantling

The LICENSEE is responsible on his own costs that the routing from the actual unloading / loading zone of the trailers and the exhibit space is even and accessible with fork lifts or at least electrical pallet jacks

- The LICENSEE provides 24/7 general free access to the venue during loading and unloading of the exhibit for all LICENSOR staff as well as subcontractors.
- Per contract clause 5.6 the LICENSEE provides at his own expense 24/7 - max. 10h / day - at least 6 movers and 2 forkliftdrivers, as well as 4 pallet jacks, 30 dollies and general handling equipment / tools
- The LICENSEE provides at his own expense 24/7 at least 2 forklifts 3.5t with pneumatic side shift, fork prong adjustment device and extended fork which can be used by LICENSOR staff as well as general tools
- The LICENSEE provides on his own costs one house technician for the general unloading and loading process ensuring that any building related questions and requests can be addressed

Installation / Dismantling staff and equipment

The LICENSEE is responsible on his own costs that prior to the arrival of the exhibit the exhibit space is painted black, clean, air climate controlled and meets above mentioned electrical requirements

- The LICENSEE provides 24/7 general free access to the venue during install and dismantling of the exhibit for the LICENSOR staff as well as subcontractors
- The LICENSEE provides at his own expense one house technician for the general installation and dismantling process ensuring that any building related questions and requests can be addressed
- Per contract clause 5.6 the LICENSEE provides at his own expense 24/7 - max 10h/ day - at least 8 stage hands, one engineer, one carpenter and one technical supervisor.
- Per contract clause 3.1 the LICENSEE is responsible at his own expense for preparing the gallery ready for installation and cleaning the gallery prior to opening to events nights & public.
- The LICENSEE provides at his own expense 24/7 at least 4 scissor lifts - type Genie 1932 or similar -, which can be used by LICENSOR staff as well as general tools
- The LICENSEE provides at his own expense a 100% waste recycling and disposal of all accumulated garbage during install, dismantling and run of the exhibit.
- The LICENSEE is responsible for the cleaning of the exhibition including showcases after installation and dismantling is finished.

Maintenance

The LICENSEE is responsible at his own expense for any maintenance that needs to be accomplished during the run of the exhibit

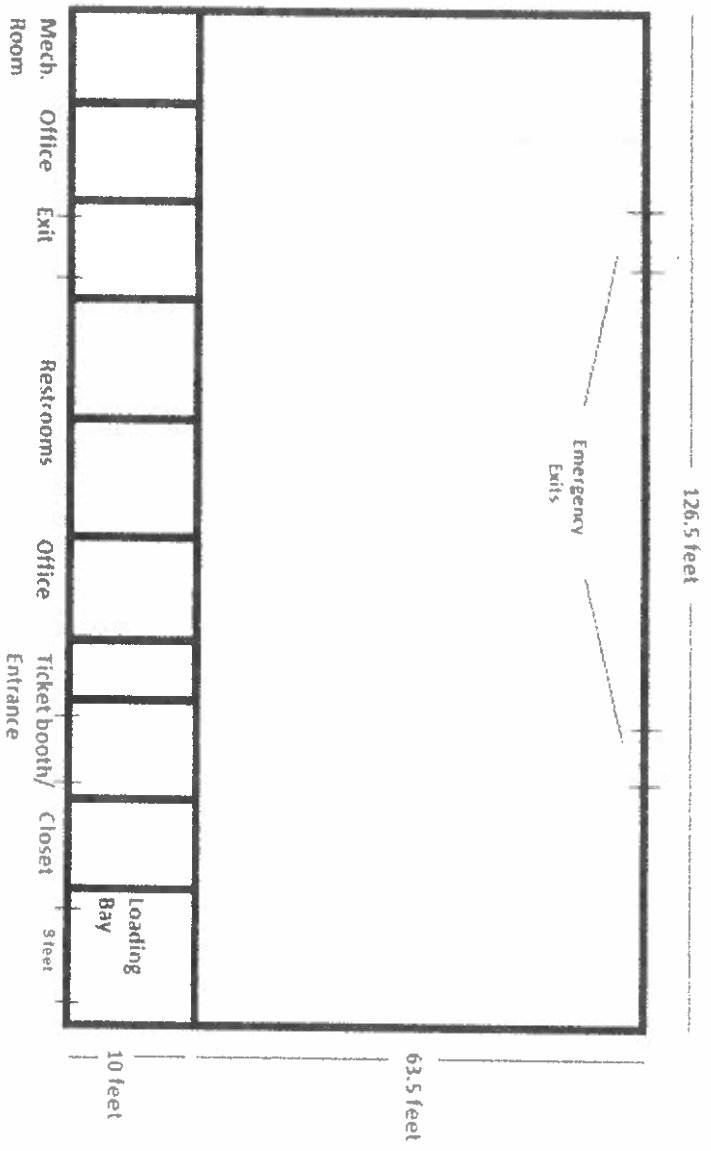
- The LICENSEE provides at his own expense staffing for the run of the exhibit, to take care of the daily maintenance as agreed in the contract section 3
This includes changing light bulbs, ensuring that the video and sound system is working properly, that banners and curtains are in the right position and that the overall look of the exhibit is the same as during hand over.

Storage space

The LICENSEE provides at his own expense lockable and secure storage as listed below

- | | | | |
|---|--|--------------------|---------------|
| 1 | retail store | 20 m ² | min 250 sqft |
| | The LICENSEE provides on his own costs a climate controlled and lockable storage space for at least 3 euro pallets of merchandising (approx. 6sqm) | | |
| 2 | exhibit equipment | 200 m ² | min 2000 sqft |
| | The LICENSEE provides at his own expense a climate controlled and lockable storage space of max. 100 m ² (1000 sqft) for some general shipping crates. | | |
| | The LICENSEE ensures at his own expense that all remaining shipping crates that will not be stored onsite will be picked up from the museum without any additional costs to LICENSOR | | |

ANNEX C



BODY WORLDS Cleaning and Maintenance Instructions

The BODY WORLDS exhibition is theatrically staged using high-production value, components consisting of specialized lighting, protective glass cases and accompanying media. Because the contents of the exhibition are one-of-a-kind, real specimens special care is required. The majority of specimens are protected by glass, designed for maximum optical clarity and routine daily cleaning is required.

Some venues require more dusting than other than others, which may vary depending on the age of the building, location of vents and surrounding atmosphere. Please take into account your individual venue considerations when scheduling cleaning. In addition, the standard BODY WORLDS gallery policies should always be enforced.

GALLERY POLICIES

The BODY WORLDS gallery policies should be enforced at all times and are intended to keep exhibition maintenance to a minimum, prevent accidents, maximize guest experience and have been established out of respect for the body donors.

-No food or drinks allowed

-No photography, except for accredited media and for special social media campaigns, when pre-approved.

-Sketching and drawing are only permitted when visitors complete a sketch form. No paints, clays or other art media aside from chalk, charcoal and pencil are allowed.

-No use of cell phones

ALL GLASS CASES:

All glass cases must be cleaned daily, prior to opening, with a simple, streak free glass cleaner and a lint-free towel. Newspaper can also be used to remove smudges. Evening cleaning is not recommended since dust may fall and accumulate overnight, and morning cleaning will still be required. All glass should be free of dust, fingerprints and smudges prior to opening. Maintenance throughout the day may be required, particularly when crowds are present. Staff in the gallery should clean cases as needed during the course of the day during their shifts.

FLOORS/CARPET:

Floors and carpets should be mopped or vacuumed daily, before the exhibit opens. In case of floors become wet, noticeably dirty or messy in the course of the day, they should be cleaned as soon as possible. Cases should not be moved when cleaning the floors. If bases of text panels shift, please be sure they are repositioned so that the lighting remains focused and on the panels.

CURTAINS AND CLOTH:

Curtains or cloth may be part of the exhibition set up. These tend to collect dust at the bottom, especially if they drape on the floor or are folded under. Cloth and curtains should be checked daily, and when needed should be cleaned with a vacuum using a brush extension, a lint brush or tape roller.

SCREENS AND MONITORS

Interactive screens and monitors need to be cleaned daily with a proper glass cleaner. Frames and surroundings should also be wiped down regularly.

FULL BODY PLASTINATE CASES:

The top of each full body plastinate case should be checked daily for dust accumulation. While they may or may not need to be dusted every day, they should be cleaned at least twice a week. Only light pressure should be applied to the top of these cases and they are best cleaned using a long-armed duster with the aid of a lift or a ladder.

BASES FOR FULL BODY PLASTINATES (NOT BEHIND GLASS):

If a plastinate is not behind glass, then the base should be dusted daily with a simple feather duster. Smudges and fingerprints on the bases can be cleaned off with damp cloth/towel, or a cleaner that is specific for the material of the base (normally plastic, metal or glass). Light pressure should be used when cleaning the bases.

INSIDE OF GLASS CASES WITH SMALLER SPECIMENS:

Please note that this step should only be performed by an individual trained and authorized to do so specifically. Prior to cleaning the inside of the cases, please take a photo in order to document the set-up of the specimens, in case something shifts. Please be aware smaller specimens or signage may fall out of cases if cases are opened too quickly as pressure is released. When the insides of the smaller cases build up a film a non-streaking glass cleaner can be used to wipe down the insides of the case. Prior to closing the cases, the glass should be completely dry.

CHIPPED GLASS CASES:

If a chip develops in a glass case, a high-quality, completely transparent piece of tape should be placed flush against the case. This will protect the chip from further damage. The tape should be monitored and replaced if necessary. Please inform a member of the BODY WORLDS team if a case is chipped so that damage can be assessed and scheduled for repair.

BURNT-OUT LIGHT BULBS

Prior to opening, when all lights are on, the inside of the cases and the spot-lights should be checked for burnt-out light bulbs. A trained member of staff should replace any burnt-out light bulbs before opening to the public. If a light bulb burns out during the day and visitor flow allows, the bulb should be replaced by a trained member of staff. Bulbs should always be replaced with bulb of equal luminance and proper size.

ACRYLIC CASES

In some instances, acrylic cases are used to contain small blood vessel specimens and acrylic tents may be used to hold text descriptions. Acrylic should only be lightly dusted or cleaned with a micro-fiber, scratch-free cloth and a specialized plastic cleaner that will not damage the surface. Please note that ordinary glass cleaner should not be used on acrylic.

DAILY OPENING CLEANING AND MAINTINACE CHECK LIST

- _____ Clean all glass cases with proper glass cleaner, make sure that smudges, marks and dust are removed.
- _____ Check for burnt-out light bulbs in cases and throughout the gallery and replace as specified
- _____ Vacuum or clean floors
- _____ Dust tops of whole body plastinate cases, if needed
- _____ Assure all monitors, projectors, etc are switched on
- _____ Remove trash
- _____ Dust or clean bases of plastinate cases
- _____ Check and clean curtains, cloth or banners that may have accumulated dust
- _____ Remove any mess, dust or trash in the exhibition

OPERATING HOURS CLEANING AND MAINTINANCE CHECK LIST

- _____ Check all glass cases and remove smudges, marks and dust, if visitor flow allows
- _____ Check for burnt-out light bulbs throughout the gallery and replace, if possible, or leave a note for the morning maintenance crew
- _____ Pick-up trash or any mess on floors.
- _____ Assure all monitors, projectors, etc remain switched on
- _____ Clean audio guides after each use

DAILY CLOSING CLEANING AND MAINTINANCE CHECK LIST

- _____ Assure all monitors, projectors, etc are switched off
- _____ Remove trash
- _____ Remove any mess, take out trash

For any questions please consult a member of venue management team or a member of the BODY WORLDS installation team. Follow up questions can be directed to g.gomez@plastination.com (North America) or m.starke@plastination.com (Europe and International)

ANNEX E

**Retail Merchandise/Audio Guide Inventory
Year - Venue, City**

	Closing Inventory	Opening Inventory	Total Sales	Closing Inventory	Variance
POSTCARDS					
Diecut - Football Gladiators (blue)					0
Diecut - Football Gladiators (gray)					0
Diecut - Giraffe					0
Diecut - Gorilla					0
Diecut - On-point Dancer (blue)					0
Diecut - On-point Dancer (gray)					0
Diecut - Ponderer (blue)					0
Diecut - Ponderer (gray)					0
Diecut - Reindeer					0
6-pack BW postcards (in pouch)					0
Philosopher - Descartes					0
Philosopher - Goethe					0
Philosopher - Hippo					0
Philosopher - Kant					0
Philosopher - Nietzsche					0
Archer					0
Ballet Dancer					0
Foot Slices					0
Hand Slices					0
Hand Vessels					0
Head Slice					0
Head Vessels					0
Human Heart, opened					0
Kneeling Lady					0
Rabbit					0
DVD/CD					
DVD Anatomy for Beginners (NTSC)					0
DVD Autopsy Life & Death (NTSC)					0
DVD BodyWorlds Exhibition English (NTSC)					0
Promo DVD					0
BODY WORLDS CATALOGS & BOOKS					
Body Worlds English Catalog 5th Ed. Runner					0
Body Worlds Dutch Catalog					0
Body Worlds French Catalog					0
Body Worlds Spanish Catalog					0
Body Worlds of Animals Catalog					0
Combo Pack BW English 5th ed. Cat + Exh DVD					0
Body Worlds & The Cycle of Life					0
GvH Pushing the Limits (paperback)					0

Date

Date

Authorized MUSEUM representative

Authorized MUSEUM representative

LICENSOR will provide Exhibit branded merchandise to MUSEUM on a consignment basis. Upon receipt, MUSEUM shall record the opening inventory above and become responsible for the merchandise. After the Exhibition License Term, MUSEUM shall record closing inventory and final sales data above. MUSEUM shall be responsible for any shortage in merchandise at the close of the exhibit and shall reimburse LICENSOR for the merchandise at cost. This document is an addendum to the Exhibition License Agreement.

