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Dolphin Purchase Provisional Agreement

THIS AGREEMENT is made between **Taiji Whale Museum** having its principal office at 2934-2 Taiji, Higashimuro-Gun, Wakayama Pref., Japan (**"SELLER"**) and **Hammond Consultants Hong Kong Limited** having its office at 4/f., Kwong Ah Bldg, 114 Thompson Rd, Wan Chai, Hong Kong, China (**"PURCHASER"**) for the sale and purchase of live marine mammals on behalf of GUNOZ PARK TURIZM YATIRIMLARI A.S, Republic of Turkey("CONSIGNEE") on the following terms and conditions:

1. SELLER shall act as an exporter of the under-mentioned animals for PURCHASER :

1-1) Name of Animal : Bottlenose dolphin (*Tursiops truncatus*)
1-2) Quantity : 10 animals
1-3) Unit Price : @ US$28,000/animal FCA Kansai Airport, Japan
1-4) Total Amount : US$280,000.- FCA Kansai Airport, Japan
1-5) Spec.(Sex, Size etc.) : Three (3) males and Seven (7) females from 2.3~~5~~ meter to 2.75 meter
1-6) Name and Address of CONSIGNEE:
GUNOZ PARK TURIZM YATIRIMLARI A.S
ANTALYA YOLU KARGI CIFTLIGI TURKLER ALANYA
/ ANTALYA, Republic of Turkey

2. Shipment

As soon as an export permit is obtainable from the Japanese government and an import permit from The government of Republic of Turkey.

3.Payment Terms

3-1) US$120,000.- with in 10 days of signing the Purchase Provisional Agreement.

The down payment is non-refundable and is retained by the SELLER.

3-2) US$160,000.-the final payment will be made by the buyer to the

seller within 5 banking days of the dolphin leaving the Kansai International Airport.
The down payment is non-refundable and is retained by SELLER.

3-3) All payments from Purchaser to Seller shall be made by T/T:
The Kiyo Bank, Japan (Code:0163-717)
A/C No. : 61338 Taiji branch, Wakayama Pref.
Payee : Taiji Whale Museum
Kazutaka Sangen, Mayor of Taiji

4.The above FCA price is inclusive of the following items :

4-1) Labor cost for collecting animals and transporting to the holding sea pens.
4-2) Rental of holding facility and fish food for the holding period.
4-3) Husbandry and medication cost of the animals for the holding period.
4-4) Transport crate and equipment per each animal.
4-5) Obtaining the necessary export documents and health certificate for the animals.
4-6) Consultant for negotiating with any airline company about loading the animals.
4-7) Export customs clearance fee and obtaining a quarantine certificate for the animals at the airport in Japan.

5. The above FCA price does not include the following items :

5-1) Airfreight charge and cargo insurance for the animals from Japan to Republic of Turkey.
5-2) PURCHASER will not be charged for any maintenance fee of keeping the dolphins during the Japanese CITES application period.
PURCHASER shall pay SELLER for US$60 per day per animal for the extra holding and feeding charge from the following date after 60 days of Japanese CITES issued to the date of shipment.

6. Others :

6-1) In the event of a death or an illness not conductive to the safe transport of one or more of the animals, the SELLER shall notify PURCHASER and shall reduce the price by US$28,000.- for each animal not to be shipped.

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6-2) PURCHASER shall assure cargo insurance for the animals at transportation.

6-3) Any alternation of this Agreement should be made through mutual negotiation.

6-4) Each party shall pay its own expenses in connection with the negotiation and execution of this payment.

6-5) All information contained in and relating to this Agreement shall be confidential between SELLER and PURCHASER, except in Taiji Council and disclosure of official documents proceed accordingly.

7. Judgment

7-1) If there is a Japanese translation of this Agreement, the English version is only valid.

7-2) Any disputes on this Agreement or about carrying out this Agreement shall be dissolved in friendly consultation. If the dispute cannot be dissolved, it shall be submitted to the International Economic & Trade Arbitration Committee of Japan.

8. Special Stipulation

8-1) This Agreement shall be deemed to execute with the same terms and conditions as this Agreement when the Town Council adopt a resolution on the basis of Article 3 of "The Ordinance regarding agreement and acquisition/disposal of property which should be under resolution by the Town Council (1964 Taiji Town Ordinance No.2)".

8-2) The SELER can reclaim the animals if the SELLER cannot export the animals within the terms of validity described on the CITES export permit issued by the Japanese Government because of PURCHASER's reasons. If this occure, the SELLER does not refund the amount paid by PURCHASER.

IN WITNESS WHEREOF, THIS AGREEMENT shall issue to both the parties to be signed each other.

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Date : October 9, 2007

SELLER :
Taiji Whale Museum

Kazutaka Sangen
Kazutaka Sangen
Mayor of Taiji

PURCHASER :
Hammond Kennels (Hong Kong) Ltd.

Douglas Hammond
Managing Director