

DATED

18 July June 2018

(1) Gemini Art Limited

(2) National Gallery

ART LOAN AGREEMENT

in respect of

1990.3, Frantisek Kupka, Série C V III

LOAN AGREEMENT	
Summary of Key Terms	
Lender: Name and address Contact person	Gemini Art Limited c/o Stonehage Fleming S.A. Rue Du Puit-Godet 12 PO Box 763 CH-2000 Neuchâtel <u>Address for correspondence:</u> Gemini Art Limited c/o Stonehage Fleming (Switzerland) S. A. Tödistrasse 38, PO Box CH-8002 Zurich [REDACTED] [REDACTED] [REDACTED]
Borrower: Name and address Contact person	National Gallery Staroměstské nám. 1/12 CZ-110 15 Prague 1 Director: Dr. Jiri Fajt [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]

██████████ ██████████	██████████ ██████████
Title of exhibition:	Retrospective Frantisek Kupka (1871-1957)
Location(s) of exhibition:	National Gallery in Prague The Wallenstein Riding School Valdštejnská 3 CZ-110 15 Prague 1
Duration of exhibition:	From: 7 th September 2018 To: 20 th January 2019 Opening: 6 th September 2018
██████████	██████████ ██████████
██████████ ██████████	██████████ ██
Credit line:	Thyssen-Bornemisza Collections
██████████	██████████
Special Conditions	Please see the schedule of any special conditions that apply to the loan of the Artwork

ART LOAN AGREEMENT

THIS AGREEMENT IS MADE ON ~~June 2018~~ 18 July 2018

BETWEEN

(1) Gemini Art Limited a company incorporated in accordance with the laws of the British Virgin Islands with its registered address at GTS Chambers, P.O. Box 3471, Road Town, Tortola, British Virgin Islands and its principal place of business c/o Stonehage Fleming S.A., rue du Puits-Godet 12, CH-2000 Neuchâtel, Switzerland ("the Lender"); and

(2) National Gallery, is a state-owned Museum/Gallery incorporated in accordance with the laws of Czech Republic, with its registered address at Staroměstské nám. 1/12, CZ-110 15 Prague 1("the Borrower").

RECITALS

(A) The Lender owns the artwork [REDACTED], known as "the Artwork". The Artwork is free from any liens and encumbrances.

(B) The Lender wishes to lend, and the Borrower wishes to borrow the Artwork upon the terms and conditions of this Agreement (the "Loan").

(C) A summary of the key terms of the Loan is set out at the start of this Agreement.

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires the following words and expressions shall have the following meanings:

"Agreement" means the terms and conditions set out in this document;

"Artwork" means the Artwork details of which we set out in the Summary of Key Terms;

- “Borrower’s Agent”** means the agent appointed by the Borrower by notice in writing to the Lender to fulfil its role set out in this Agreement. In the event that a Borrower’s Agent is not appointed by the Borrower, the Borrower’s Agent shall be deemed to be the Borrower;
- “Collection Address”** means the address given in the Summary of Key Terms from where the Borrower collects the Artwork in accordance with clause 4;
- “Confidential Information”** means all confidential information made available by the Lender to the Borrower relating to this Agreement including (but not limited to) all confidential or proprietary information relating to the business, affairs of the Lender;
- “Lender’s Agent”** means the agent appointed by the Lender by notice in writing to the Borrower to fulfil its role set out in this Agreement. In the event that a Lender’s Agent is not appointed by the Lender to fulfil this role, the Lender’s Agent shall be deemed to be the Lender;
- “Loan Period”** means the period during which the Artwork is made available by the Lender to the Borrower under the terms of this Agreement as set out in clause 2.2 of this Agreement;
- “Location”** means National Gallery in Prague, The Wallenstein Riding School, Valdštejnská 3, CZ-110 15 Prague 1;
- “Return Address”** means the address given in the Summary of Key Terms where the Borrower must return the Artwork in accordance with the terms set out in this Agreement as more particularly described in clause 14 of this Agreement;

“Schedule” means the schedule to this Agreement;

“Summary of Key Terms” means the summary of key terms as set out at the start of this document.

1.2 Headings are for convenience only and shall not affect the interpretation of this Agreement.

1.3 Where the context so admits:

1.3.1 words importing the singular include the plural and vice versa;

1.3.2 words denoting the masculine gender include the feminine.

1.4 Reference to a clause is to a clause of this Agreement unless otherwise specified.

1.5 Reference to any enactment shall be construed as a reference to the enactment as amended or re-enacted by any subsequent enactment, order, regulation or instrument.

1.6 The Schedule and the Summary of Key Terms shall form part of this Agreement.

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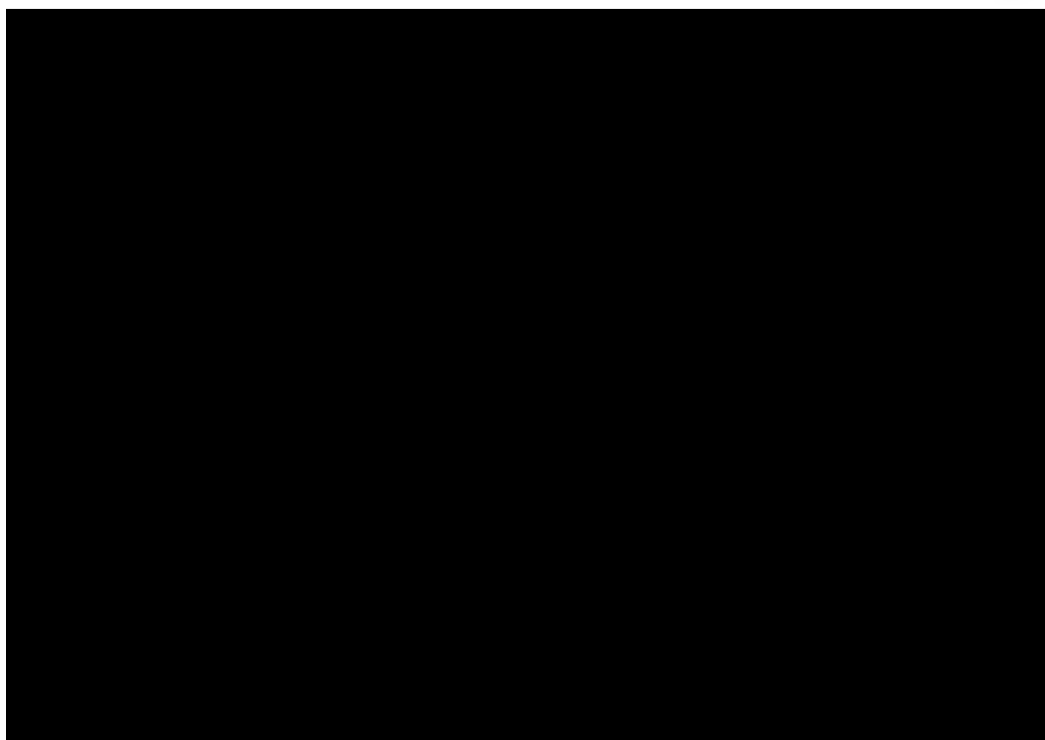
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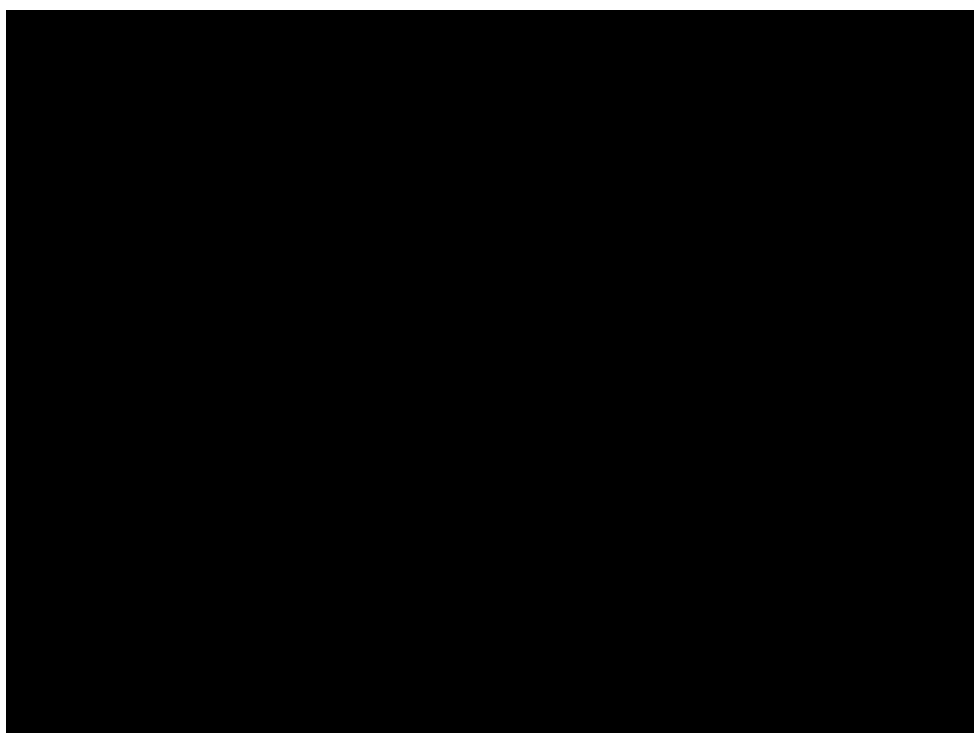
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Other special remarks :



This Agreement has been entered into on the date given at the start of the document.

Executed by Gemini Art Limited

acting by:)

Director:)

Director:)



18 July 2018

Executed by National Gallery

acting by:)

Director:)

Director:)



16.07.2018