

## TRANSFER PLAN

*July 1, 2022*

### 1. CURRENT STATUS

Envigo RMS, LLC (“Envigo”) owns and operates a facility in Cumberland, Virginia (“Cumberland Facility”) that currently houses approximately 4,000 beagles owned by Envigo (the “Beagles”). Envigo, the United States, and the Humane Society of the United States (“HSUS”) (collectively “the Parties to the Transfer Plan”) have jointly prepared the following plan (the “Transfer Plan”) to safely, efficiently, and humanely remove the Beagles from the Cumberland Facility and transfer ownership and physical custody of the Beagles so that they may be placed for adoption into permanent homes.

### 2. PHASED DISPOSITION OF BEAGLES

Due to the number of Beagles at the Cumberland Facility, the Parties to the Transfer Plan anticipate that it will take approximately 60 days from the date that the Transfer Plan is approved by the Court to transfer ownership of the Beagles to HSUS and physically remove all of the Beagles from the Cumberland Facility. The Parties to the Transfer Plan agree that, in the interest of the Beagles, best efforts should be used to remove all Beagles from the Cumberland Facility as efficiently and expeditiously as possible.

The Parties to the Transfer Plan agree that HSUS will be the sole party responsible for coordinating the transfer of all Beagles from the Cumberland Facility and the subsequent placement of the Beagles with animal shelters and rescue organizations (“Shelters”) for adoption. Envigo will transfer ownership and physical custody of the Beagles to HSUS, who will remove the Beagles from the Cumberland Facility and transport them to Shelters to be identified by HSUS in its sole discretion. HSUS will then transfer ownership and custody of the Beagles to such Shelters, who will care for the Beagles and arrange for the Beagles’ adoption into permanent homes. As needed, HSUS may temporarily house and care for some of the Beagles in its animal care center while arrangements are being made to transfer ownership and physical custody of such Beagles to a Shelter. HSUS agrees that (a) it will place as many Beagles as possible with Shelters on the East Coast and in the Midwest, (b) Beagles under 8 weeks will be transported with their mothers, and (c) no Beagles will be transferred to Shelters outside of the United States.

HSUS agrees:

- its representatives will not photograph or record the Cumberland Facility, or any of its employees or the Envigo or Inotiv representatives at the Cumberland Facility during the execution of the Transfer Plan; and
- with the exception of any Beagle in need of medical attention, who will be photographed at a predesignated medical triage location at the Cumberland Facility, its representatives

will not photograph or record any of the Beagles while the Beagles are at the Cumberland Facility.

### **3. TRANSFER OF BEAGLES**

HSUS will transport the Beagles from the Cumberland Facility at its own expense. HSUS will use its best efforts to provide 10 days of lead time to Envigo for all transfers of Beagles from the Cumberland Facility to ensure proper planning for physical examinations, vaccinations, paperwork, and carrier scheduling.

When HSUS identifies specific Beagles for transfer, before the end of the 10-day period, Envigo will do the following for each of the Beagles being transferred:

- Provide to HSUS the Beagle's vaccination records and ensure the Beagle's vaccinations and heartworm preventative medication are current;
- Provide to HSUS all available medical records for the Beagle, to the extent available to Envigo;
- Vaccinate the Beagle for rabies, if the Beagle is over the age of 12 weeks;
- Administer all other vaccines required by the state of destination;
- Administer preventative flea and tick treatment prior to transport;
- Provide treatment if the Beagle has been diagnosed with internal or external parasites prior to transport;
- Alert HSUS if the Beagle has bitten a person, to the best of Envigo's knowledge, and provide HSUS with the circumstances and date(s) of any such bite(s), to the extent such a record is available;
- Alert HSUS if the Beagle has a known illness, including a communicable disease, or injury, so that HSUS may determine whether the Beagle should nevertheless be transported; and
- Prepare and provide a health certificate for the Beagle if the Beagle will be moved outside of Virginia.

### **4. RELINQUISHMENT OF BEAGLES**

For the Beagles transferred from the Cumberland Facility, Envigo will:

- Pay, or cause to be paid, a \$100 fee per Beagle and a total of \$150 fee per nursing mother and litter (below 8 weeks of age) to the HSUS at the time of transfer. HSUS agrees to pass the entirety of these fees to the respective Shelters. The Parties to the Transfer Plan agree that these fees are paid, and will be used, solely to help defray the costs to the Shelters of preparing the Beagles for adoption.

- Provide a relinquishment form to the HSUS at the time of transfer that relinquishes all rights and ownership of the Beagles and any offspring the Beagles birth after the transfer. After relinquishment, Envigo will no longer make any medical or behavioral decisions regarding the transferred Beagles.

Envigo shall not have any responsibility for any behavioral trait of the Beagles or their consequences to other animals or humans, or their property, provided that Envigo has fully disclosed any history of biting humans to the HSUS as required by the Transfer Plan to the extent available to Envigo.

UNITED STATES

By *DRAFT*

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Name:

Title:

ENVIGO RMS, LLC

By *DRAFT*

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Name:

Title:

THE HUMANE SOCIETY OF THE UNITED STATES

By *DRAFT*

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