

# EXHIBIT F

## AGREEMENT FOR LOAN OF ARTWORK FROM THE POSTAL FINE ARTS COLLECTION BETWEEN THE UNITED STATES POSTAL SERVICE AND

\_\_\_\_\_

**THIS AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date") by and between the United States Postal Service ("USPS") and \_\_\_\_\_ ("Borrower").

### RECITALS

**WHEREAS:** In May 1938, the U.S. Treasury Department's Section of Fine Arts and Sculpture commissioned Ben Shahn and Bernarda Bryson Shahn to paint 13 large egg tempura murals entitled *Resources of America* (Mural), at the Bronx General Post Office, located at 558 Grand Concourse, Bronx, New York (the "Building") and is part of the Postal Fine Arts Collection owned by the USPS.

**WHEREAS:** The Borrower purchased the Bronx General Post Office from the USPS on \_\_\_\_\_, 2014, and the Mural will remain at the Building for display.

**NOW, THEREFORE,** in consideration of the mutual promises and agreements contained in this Agreement, the parties agree as follows:

1. USPS agrees to loan the Mural to the Borrower, and the Borrower agrees to borrow the Mural from the USPS, for the purpose of exhibiting the Mural for a term of 25 years from the date hereof, with subsequent five year extensions of that term that may be exercised in writing by either party and accepted in writing by the non-exercising party not less than ninety 90 days prior to the expiration of the term then in effect. The Mural will at all times remain the property of the USPS, and this Agreement will be subject to the terms and conditions set forth below. Borrower agrees to provide the USPS and its duly authorized representatives with unlimited access during normal business hours for the purposes of inspection; appraisal; high-resolution, flash or professional grade reproduction; inventory, removal, as hereinafter provided, and other purposes consistent with the foregoing.
2. Borrower will furnish an engraved metal plaque, stating that the Mural is on loan from the USPS and providing the title of the Mural, artist's name, and date of commissioning. Borrower agrees to make no reproductions of the Mural without the written consent of the USPS. Borrower may, at his discretion, allow the visiting public to take impromptu, low resolution photographs of the Mural for personal usage, but shall not allow high-resolution, flash or professional grade photography. Borrower agrees to post a sign near the Mural stating that such photography is prohibited.
3. Should Borrower obtain high-resolution, flash or professional grade reproductions of the Mural (following the receipt of written consent from the USPS), all such reproductions become the property of the USPS. Borrower agrees to provide the USPS with the reproductions, whereupon, USPS will establish ownership of the reproductions under the federal Copyright Act.
4. Borrower shall insure the Mural at Borrower's expense, and the Postal Service shall be named as an additional insured and loss payee. The Mural shall be insured initially for \$3,625,000 under an "all risk", wall-to-wall policy subject to only the following standard exclusions: wear and tear, gradual deterioration, terrorism, and war. The Borrower shall obtain a written appraisal of the Mural from an accredited art appraiser at least every five (5) years; and in the event such appraiser determines that the value of the Mural exceeds \$3,625,000 Borrower shall within 30 days following receipt of such written appraisal, secure additional coverage in an amount not less than the appraised value and provide evidence of

insurance, in the form required herein, at such higher value to the USPS. If Borrower fails to secure and maintain the insurance required by this paragraph 3, Borrower will, nevertheless, be required to respond financially in case of loss or damage as if said insurance were in effect. Any inaction by the Postal Service regarding evidence of coverage shall not be deemed a waiver.

5. Borrower will provide normal maintenance and precautions to protect the Mural from fire, theft, mishandling, extremes of light, temperature, and humidity, dirt, insects, and vermin and other environmental hazards, while it is in Borrower's care and custody. The Mural must be handled only by experienced personnel and be secured from damage and theft by appropriate brackets, railings, display cases, or other responsible means. Borrower shall inspect the Mural annually and document in writing the current condition. Borrower agrees to provide the USPS Federal Preservation Officer (FPO) with a condition report summarizing the current condition, any change in condition as noted in the inspections, as well as any treatment recommendations. The Borrower shall be responsible for restoration of the Mural at its sole cost and expense while the Mural is in the Borrower's care and custody. The Mural will be restored in the manner provided in Section 6 below.
6. If the Mural is damaged or deteriorates while in Borrower's care and custody, Borrower shall notify the Postal Service immediately, and shall have any repair or restoration performed at its expense. All repair and restoration work shall be performed by a Fellow of the American Institute for Conservation of Historic and Artistic Works who has been approved in advance by the USPS FPO, such approval not to be unreasonably withheld. Borrower shall send the notice of proposal to restore to the FPO for review and approval and after completion of any such restoration the Borrower shall forward the completion report to the FPO. Whenever there is a need for maintenance, repair or restoration which is the Borrower's obligation under this Agreement, the Postal Service will require the Borrower to maintain, repair or restore the Mural as provided herein and will provide written notice to Borrower stating a reasonable time period for completion of all necessary maintenance, repair or restoration. If Borrower fails to complete the maintenance, repair or restoration work within the time specified in the notice, the USPS shall have the right to perform the work at Borrower's sole expense and seek reimbursement from Borrower. Borrower will pay USPS the costs of the work performed within thirty days' of receipt of USPS' invoice.
7. The USPS reserves any rights that it may hold to the Mural and images of the Mural (Mural Images) and grants permission to Borrower's to use the Mural Images for non-profit uses only, or more specifically, any use that does not generate income or promote the generation of income. Non-profit uses do not include uses on annual reports, company brochures, company newsletters, company websites, business cards or other such items. On any non-profit use, Borrower must acknowledge the USPS as the owner of all rights to the Mural and Mural Images.
8. Items bearing the Mural Images cannot be resold for any reason without a license agreement between the USPS and Borrower. Borrower must obtain a license agreement from the USPS and pay royalties to the USPS to use a Mural Image on any item for resale. These uses include, but are not limited to, images on or in postcards, posters, fine art prints, books, periodicals, greeting cards, stationary, clothing or merchandising items such as mugs and magnets. The USPS has a standard license agreement for such purposes. Borrower must notify the following USPS representative by U.S. Mail, certified and postage prepaid, to apply for a license:

Manager Channel Marketing & Licensing  
475 L'Enfant Plaza, SW  
Room 6912  
Washington, DD 20260-50134

This notification requirement is in addition to the notifications requirement in paragraph 14.

9. Failure to obtain a license agreement from the USPS prior to any resale of items bearing a Mural Image constitutes a breach of this Agreement. Upon such breach, a reasonable royalty based on Borrower's resale of such unauthorized items bearing a Mural Image shall become immediately due and payable. USPS and its duly authorized representatives shall have the right at all reasonable business hours to examine the books and records of Borrower pertaining to the resale of unauthorized items bearing a Mural Image.
10. The Mural must be exhibited throughout the term of this Agreement, except for periods required for protection or maintenance of the Mural; provided, however, that if the Mural is taken off exhibit for maintenance or restoration, Borrower shall immediately notify the USPS FPO in writing via Express Mail® Service. Borrower agrees to provide public access to the Mural one day per month during every calendar month of the term of this Agreement, such access to be available during the hours of 9 a.m. to 5 p.m. Eastern Standard Time. In the event a security or safety risk exists at the Property, Borrower may temporarily suspend such public access.
11. In the event the Borrower enters into a contract for the sale of the Building, the Borrower shall provide written notice to USPS at least sixty (60) days prior to transfer of title and shall include the name and address and of the buyer. This Agreement shall terminate on the date title transfers to the new owner.
12. This Agreement shall be construed in accordance with federal law; and, if there is no relevant federal law, in accordance with the law of the State of New York.
13. (a) This Agreement shall terminate on the later of (i) 25 years after its Effective Date, or (ii) the end of any five-year extension term exercised in accordance with paragraph 1 unless earlier terminated as provided in this paragraph 11.  
  
(b) Notwithstanding anything to the contrary provided herein, the USPS may immediately terminate this Agreement, in the USPS sole and absolute discretion, if 30 days have passed after the USPS has provided written notice to the Borrower written notice that the Borrower has failed to meet any of its obligations hereunder and has failed to initiate and complete corrective action as required under the terms of the Agreement. In the event of such termination, USPS reserves the right to seek all rights and remedies available in law and equity.  
  
(c) Upon termination, the Borrower will be responsible for packing and transporting the Mural by qualified and insured handlers to USPS. The Borrower shall ship the Mural within 30 days of the effective date of termination. If termination occurs by expiration of the specified term of this Agreement, or any extensions thereof, the costs of such packing and transportation shall be borne equally by the USPS and by the Borrower. If termination occurs due to Borrower's breach of any of its obligations under the Agreement, or upon sale of the Building, the costs of such packing and transportation shall be borne by the Borrower. In all events, the Borrower shall reimburse the USPS for the cost of any repair or restoration work required upon delivery of the Mural to the location determined by the USPS; provided that the Borrower will not be responsible for the cost of repair or restoration work unless the USPS notifies the Borrower of the need for such work within 30 days of delivery.  
  
(d) If this Agreement is terminated or not renewed the New York State Historic Preservation Office (SHPO) must be notified as the murals are a Historic Character Defining Feature of this property and removal of the murals would constitute an adverse effect, requiring a Memorandum of Agreement (MOA) between the SHPO and USPS.

14. All notices must be in writing and are effective only when deposited in the U.S. Mail certified and postage prepaid, or when sent via overnight delivery as follows:

If to USPS: Federal Preservation Officer – USPS  
475 L’Enfant Plaza SW, Room 6631  
Washington, D.C. 20260-1862

If to the Borrower: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 15 This Agreement shall constitute the final, complete, and exclusive written expression of the intentions of the parties hereto. This Agreement shall supersede all previous communications, representations, agreements, promises, or statements either oral or written by or between either parties. This Agreement may be amended only in writing signed by each party. In the event of any conflict between this Agreement and any forms of Borrower, the terms of this Agreement shall be controlling.

16. Each party declares that it has the authority to enter into this Agreement and that the signatory hereto has been given the requisite authority to sign. This Agreement may be signed in counterparts, each of which shall be deemed to be an original.

This Agreement takes effect upon the date that representatives of all parties have signed, which date shall be inserted in the introductory paragraph of this Agreement as the “Effective Date.”

**(BORROWER)**

By: \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE UNITED STATES POSTAL SERVICE, FACILITIES**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Dallan C. Wordekemper  
USPS Federal Preservation Officer