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Description of document: Each Indemnity Agreement signed by the National Endowment for the Arts (NEA) Chair during Calendar Years 2019-2021

Requested date: 14-November-2020

Release date: 21-December-2020

Posted date: 04-April-2022

Source of document: National Endowment for the Humanities
Freedom of Information Act Officer
400 7th Street, SW, 4th Floor
Washington, DC 20506
[NEH Online FOIA Submission Form](#)
[FOIAonline](#)

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NATIONAL ENDOWMENT FOR THE HUMANITIES

OFFICE OF GENERAL COUNSEL

December 21, 2020

VIA ELECTRONIC MAIL

Re: Freedom of Information Act Request 21-06

On November 14, 2020, you submitted to the National Endowment for the Arts (NEA) a request for records concerning the Federal Council on the Arts and the Humanities (FCAH). On November 30, 2020, NEA forwarded your request to the National Endowment for the Humanities (NEH), which processes FOIA requests for FCAH records. As the NEH official responsible for such inquiries, I am responding to your request.

You requested a “copy of each Indemnity Agreement signed by the NEA Chair during Calendar Years 2019 and 2020 to date.” The information you requested or its equivalent¹, as maintained in FCAH records, is attached. There is no fee for this information.

Please note that we have redacted certain portions of the attached records in accordance with FOIA Exemption 4. 5 U.S.C. § 552(b)(4). Exemption 4 protects “commercial or financial information obtained from a person [that is] privileged or confidential.”

Also, please note that these records identify all objects that FCAH *agreed* to indemnify during the time period specified in your request; however, FCAH did not put in place indemnity coverage for the objects in strikethrough, because the applicants ultimately determined that they did not require indemnification for those objects.

For further assistance and to discuss any aspect of your FOIA request, you may contact the analyst who processed your request or our FOIA Public Liaison, at 202-606-8322 or gencounsel@neh.gov.

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services it offers. The contact information for OGIS is as follows: Office of Government Information

¹ Due to the COVID-19 pandemic, we were unable to retrieve the signed versions of certain requested indemnity agreements; however, we are providing the unsigned versions of those agreements.

Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, MD 20740-6001; email at ogis@nara.gov; telephone at 202-741-5770; toll-free at 1-877-684-6448; or facsimile at 202-741-5769.

If you wish to appeal this determination, please write to Carlos Díaz-Rosillo, Senior Deputy Chairman and FOIA Appeals Official, National Endowment for the Humanities, 400 Seventh Street, S.W., Fourth Floor, Washington, D.C. 20506; or send an email to cdiazrosillo@neh.gov. Your appeal must be in writing and postmarked or electronically transmitted within ninety (90) days of the date of this letter. Your appeal rights are set out in the Code of Federal Regulations, at 45 C.F.R. § 1171.10, and in the FOIA Improvement Act of 2016.

Sincerely,

/Caitlin Cater/
Caitlin Cater

Attorney-Advisor

Attachment

**AFA - Buddha and Shiva APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	sculpture	Made in Pakistan, Gandhara area, <i>Head of Buddha</i> , Kushan period, late 2nd–3rd century, schistose phyllite, 14 1/2 x 7 3/4 x 9 1/4 in., inv. no.1979.2			Lender	
11.2	sculpture	Made in India, probably Bihar, <i>The Buddha Shakyamuni in Abhaya-mudra</i> , Gupta period, 6th century, Bronze, 27 x 10 3/4 x 7 in., inv. no. 1979.8			Lender	
11.3	sculpture	Made in China, Hebei Province, <i>Pair of Bodhisattvas in the Pensive Pose</i> , Northern Qi period, dated 570, Marble, 24 1/2 x 14 1/2 x 5 1/2 in., inv. no. 1992.4			Lender	
11.4	sculpture	Made in Sri Lanka, <i>Bodhisattva (Four-armed Lokeshvara or Avalokiteshvara)</i> , 7th–8th century, Copper alloy, 8 3/4 x 4 x 2 in., inv. no. 1979.41			Lender	
11.5	sculpture	Made in Thailand, Mon style, <i>Buddha</i> , late 7-8th century, Limestone with traces of gilding, 36 1/2 x 12 x 5 1/2 in. (106 lbs), inv. no. 1979.75			Lender	
11.6	sculpture	Made in Japan, Nara Prefecture, found at Horyuji, <i>Kneeling Woman</i> , Nara period, early 8th century, Clay with traces of slip and pigment, 9 x 4 x 4 1/4 in., inv. no. 1979.200			Lender	
11.7	sculpture	Made in Kashmir or northern Pakistan, <i>Crowned Buddha Shakyamuni</i> , 8th century, Brass with inlays of copper, silver, and zinc, 12 1/4 x 9 x 3 1/2 in., inv. no. 1979.44			Lender	
11.8	sculpture	Made in Thailand, Buriram Province, found at Prasat Hin Khao Plai Bat II, <i>Bodhisattva Maitreya</i> , 8th century, Copper alloy with inlays of silver and black stone, 38 x 14 1/4 x 10 3/4 in. (128 lbs), inv. no. 1979.63			Lender	

AFA - Buddha and Shiva APPROVED

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.9	sculpture	Made in Sri Lanka, <i>Bodhisattva Avalokiteshvara</i> , 8th-9th century, Copper alloy, 4 5/8 x 1 5/8 x 1 in., inv. no. 1979.81	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.10	sculpture	Made in Indonesia, Central Java, <i>Head of Bodhisattva Avalokiteshvara</i> , 9th century, Volcanic stone, 21 1/4 x 12 1/2 x 13 1/4 in. (103 lbs), inv. no. 1979.86			Lender	
11.11	sculpture	Made in Western Tibet, <i>Bodhisattva</i> , Late 10th-early 11th century, Brass with inlays of copper and silver, 27 1/4 x 11 1/2 x 4 1/2 in., inv. no. 1979.45			Lender	
11.12	sculpture	Made in India, Bihar, (<i>Stele with</i>) <i>Crowned Buddha Shakyamuni (in Bhumisparisamudra)</i> , Pala period, 11th century, Schist (chlorite-sericite), 27 3/4 x 16 1/4 x 6 1/2 in. (150 lbs), inv. no. 1979.36			Lender	
11.13	sculpture	Made in India, Bihar or Bengal, <i>Bodhisattva Avalokiteshvara in the Form of Khasarpana Lokeshvara</i> , Pala period, late 11th-early 12th century, Schist, 37 1/2 x 18 1/2 x 6 3/4 in. (197 lbs), inv. no. 1979.40			Lender	
11.14a-c	sculpture	Made in Cambodia, Angkor Wat style, <i>Crowned Buddha Seated in Meditation and Sheltered by Muchilinda</i> , Angkor Period, possibly 12th century, Copper alloy with recent covering of black and gold lacquer and gold leaf, 28 3/4 x 16 1/2 x 10 in., inv. no. 1979.68a-c			Lender	
11.15	sculpture	Made in Nepal, <i>Bodhisattva Avalokiteshvara</i> , Early Malla period, late 13th-early 14th century, Gilt copper alloy, 17 x 7 x 4 in., inv. no. 1979.51			Lender	
11.16a-b	sculpture	Made in Japan, <i>Male Figure, possibly Prince Shotoku</i> , Kamakura period, early 14th century, Gilt bronze, 9 5/8 x 3 1/2 x 2 3/4 in., inv. no. 1979.203a-b			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.17	sculpture	Made in India, Tamil Nadu, <i>Shiva as Lord of the Dance (Shiva Nataraja)</i> , Chola period, ca. 970, Copper alloy, 26 3/4 x 21 1/2 x 10 in., inv. no. 1979.20			ender	
11.18	sculpture	Made in India, Bihar or Bengal, <i>Shiva and Parvati (Uma-Maheshvara)</i> , Pala period, late 10th–11th century, Copper alloy, 5 1/2 x 3 7/8 x 3 1/8 in., inv. no. 1994.2			ender	
11.19	sculpture	Made in Cambodia, Baphuon style, <i>Shiva</i> , Angkor period, 11th century, Sandstone, 41 x 20 1/4 x 6 3/4 in. (151 lbs), inv. no. 1979.64			ender	
11.20	sculpture	Made in Cambodia, Baphuon style, <i>Female Figure</i> , Angkor Period, early 11th century, Sandstone, 38 x 13 x 6 1/2 in. (153 lbs), inv. no. 1979.65			ender	
11.21	sculpture	Made in India, Tamil Nadu, <i>Parvati</i> , Chola period, 11th century, Copper alloy, 31 3/4 x 12 x 12 in. (125 lbs.), inv. no. 1979.21			ender	
11.22	sculpture	Made in India, Tamil Nadu, <i>Ganesha</i> , Chola period, 11th century, Copper alloy, 21 1/4 x 10 3/4 x 10 7/8 in., inv. no. 1979.26			ender	
11.23	sculpture	Made in India, Tamil Nadu, <i>Saint Sambandar (Dancing Shaivite Saint)</i> , Chola period, 12th century, Copper alloy, 18 7/8 x 11 1/4 x 6 1/4 in., inv. no. 1979.24			ender	
11.24	sculpture	Made in India, Tamil Nadu, <i>Saint Mannikkavachaka</i> , Chola period, 12th century, Copper alloy, 19 1/4 x 6 3/4 x 4 5/8 in., inv. no. 1979.27			ender	
11.25	sculpture	Made in Cambodia, Bayon style, <i>Male Figure (one of a pair)</i> , Angkor period, late 12th–early 13th century, Sandstone, 54 x 25 x 15 in. (300 lbs), inv. no. 1979.72.1			ender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.26	sculpture	Made in Cambodia, Bayon style, <i>Female Figure (one of a pair)</i> , Angkor Period, late 12th–early 13th century, Sandstone, 55 x 18 x 9 1/2 in. (250 lbs.), inv. no. 1979.72.2			Lender	
11.27a-b	metalwork	Made in China, reportedly found in Shandong Province, <i>Food Vessel (Gui)</i> , Eastern Zhou period, ca. 6th century BCE, Bronze, 12 3/4 x 15 1/2 in. (height including cover; width across handles), inv. no. 1979.103a-b			Lender	
11.28	metalwork	Made in North China, <i>Stem Cup</i> , Tang period, about late 7th–early 8th century, Silver with embossing, chasing, engraving, and microscopic traces of gilding, 1 7/8 x 2 1/2 in. (diameter), inv. no. 1979.118			Lender	
11.29	ceramic	Made in North China, <i>Court Lady</i> , Tang period, 8th century, Earthenware with multicolored lead glazes and traces of pigment (sancai ware), 14 1/8 x 5 3/4 x 5 1/8 in., inv. no. 1979.113			Lender	
11.30	ceramic	Made in North China, <i>Footed Dish</i> , Tang period, 8th century, Earthenware with stamped design under multicolored lead glazes (sancai ware), 2 1/8 x 9 1/2 in. (diameter), inv. no. 1979.128			Lender	
11.31	ceramic	Made in North China, <i>Jar</i> , Tang period, 8th–9th century, Stoneware with glaze, 9 3/8 x 11 in. (diameter), inv. no. 1979.130			Lender	
11.32	ceramic	Made in North China, <i>Bottle</i> , Northern Song period, late 11th–early 12th century, Stoneware with slip and trailed slip under glaze (Cizhou ware), 8 1/8 x 7 3/4 in. (diameter), inv. no. 1979.143			Lender	
11.33	ceramic	Made in North China, <i>Brush Washer</i> , Northern Song period, late 11th–early 12th century, Stoneware with glaze with iron "oil spots", 2 5/8 x 6 1/2 in. (diameter), inv. no. 1979.144			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.34	ceramic	Made in China, Shaanxi Province, <i>Cusped Bowl</i> , Northern Song period, ca. early 12th century, Stoneware with combed and incised design under glaze (Yaozhou ware), 2 3/4 x 6 in. (diameter), inv. no. 1979.131			Lender	
11.35	ceramic	Made in China, Henan Province, <i>Brush Washer</i> , Northern Song period, early 12th century, Stoneware with glaze (Jun ware), 2 3/4 x 6 3/4 in. (diameter), inv. no. 1979.138			Lender	
11.36	ceramic	Made in China, Hebei Province, <i>Dish</i> , Northern Song period, early 12th century, Porcelain with molded design under glaze (Ding ware), 2 x 9 in. (diameter), inv. no. 1979.140			Lender	
11.37	ceramic	Made in China, Henan Province, <i>Bowl</i> , Northern Song period, 12th century, Stoneware with glaze with suffusions from copper filings (Jun ware), 1 3/4 x 3 3/8 in. (diameter), inv. no. 1979.137			Lender	
11.38	ceramic	Made in North China, <i>Bottle</i> , Northern Song period, 12th century, Stoneware with graffito design in slip under glaze (Cizhou ware, probably from Xiuwu or Cizhou), 12 1/2 x 8 1/2 in. (diameter), inv. no. 1979.141			Lender	
11.39	ceramic	Made in China, Zhejiang Province, <i>Censer</i> , Southern Song period, late 12th–early 13th century, Stoneware with glaze (Ge ware), 3 1/4 x 4 5/8 in. (diameter at mouth), inv. no. 1979.146			Lender	
11.40	ceramic	Made in China, Jiangxi Province, <i>Platter</i> , Yuan period, mid-14th century, Porcelain painted with underglaze cobalt blue (Jingdezhen ware), 3 x 18 3/8 in. (diameter), inv. no. 1979.151			Lender	

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11.41	ceramic	Made in China, Jiangxi Province, <i>Jar</i> , Ming period, late 14th century, Porcelain with underglaze copper red (Jingdezhen ware), 20 x 16 3/4 in. (diameter), inv. no. 1979.153			Lender	
11.42	ceramic	Made in China, Jiangxi Province, <i>Bottle</i> , Ming period, early 15th century (probably Yongle era, 1403–24), Porcelain with incised design under glaze, 12 1/2 x 8 1/8 in. (diameter), inv. no. 1979.156			Lender	
11.43	ceramic	Made in China, Jiangxi Province, <i>Flask</i> , Ming period, early 15th century (probably Yongle era, 1403–24), Porcelain painted with underglaze cobalt blue (Jingdezhen ware), 18 1/2 x 14 in. (diameter), inv. no. 1979.160			Lender	
11.44	ceramic	Made in China, Jiangxi Province, <i>Bowl</i> , Ming period, Xuande era, 1426–35, Porcelain painted with underglaze cobalt blue (Jingdezhen ware), 3 1/8 x 8 3/4 in. (diameter), inv. no. 1979.162			Lender	
11.45	ceramic	Made in China, Jiangxi Province, <i>Carinated Bowl</i> , Ming period, Xuande era, 1426–35, Porcelain painted with underglaze cobalt blue and copper red (Jingdezhen ware), 3 x 6 7/8 in. (diameter), inv. no. 1979.167			Lender	
11.46	ceramic	Made in China, Jiangxi Province, <i>Bowl</i> , Ming period, early 15th century (probably Xuande era, 1426–35), Porcelain painted with underglaze cobalt blue (Jingdezhen ware), 5 3/8 x 13 3/8 in. (diameter), inv. no. 1979.169			Lender	
11.47	ceramic	Made in China, Jiangxi Province, <i>Bowl</i> , Ming period, Chenghua era, 1465–87, Porcelain painted with underglaze cobalt blue (Jingdezhen ware), 2 1/2 x 6 in. (diameter), inv. no. 1979.171			Lender	

**AFA - Buddha and Shiva APPROVED
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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.48	ceramic	Made in China, Jiangxi Province, <i>Bowl</i> , Ming period, Chenghua era, 1465–87, Porcelain painted with underglaze cobalt blue (Jingdezhen ware), 2 3/4 x 6 in. (diameter), inv. no. 1979.172			Lender	
11.49	ceramic	Made in China, Jiangxi Province, <i>Wine Cup</i> , Ming period, Chenghua era, 1465–87, Porcelain painted with underglaze cobalt blue and overglaze enamels (Jingdezhen ware), 1 7/8 x 2 7/8 in. (diameter), inv. no. 1979.175			Lender	
11.50	ceramic	Made in China, Jiangxi Province, <i>Stem Cup</i> , Ming period, mid- to late 15th century (probably Chenghua era, 1465–87), Porcelain painted with underglaze cobalt blue and overglaze red enamel (Jingdezhen ware), 4 x 6 1/8 in. (diameter), inv. no. 1979.176			Lender	
11.51	ceramic	Made in China, Jiangxi Province, <i>Dish</i> , Ming period, mid- to late 15th century (probably Chenghua era 1465–87), Porcelain with copper-red glaze (Jingdezhen ware), 1 3/8 x 6 1/2 in. (diameter), inv. no. 1979.177			Lender	
11.52a-b	ceramic	Made in China, Jiangxi Province, <i>Covered Jar</i> , Ming period, Jiajing era, 1522–66, Porcelain painted with underglaze cobalt blue and overglaze enamels (Jingdezhen ware), 18 1/2 x 15 3/4 in. (diameter), inv. no. 1979.182a,b			Lender	
11.53	ceramic	Made in China, Jiangxi Province, <i>Bowl</i> , Qing period, Yongzheng era, 1723–35, Porcelain painted with overglaze enamels (Jingdezhen ware), 1 3/4 x 3 7/8 in. (diameter), inv. no. 1979.186			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.54	ceramic	Made in China, Jiangxi Province, <i>Dish</i> , Qing period, Yongzheng era, 1723–35, Porcelain painted with overglaze enamels, (Jingdezhen ware), 1 1/2 x 8 1/8 in. (diameter), inv. no. 1979.188			Lender	
11.55	ceramic	Made in Japan, Gifu Prefecture, <i>Square Serving Dish with Bail Handle</i> , Momoyama period, late 16th century, Stoneware painted with iron brown on slip under glaze and a partial overlay of copper-green glaze (Mino ware, Oribe type), 5 1/2 x 8 1/8 x 8 1/8 in. (height including handle), inv. no. 1979.226			Lender	
11.56-1	ceramic	Made in Japan, Saga and Nagasaki Prefectures, <i>Mukozuke Dish</i> , Momoyama to Edo period, late 16th–early 17th century, Stoneware painted with underglaze iron brown (Karatsu ware), 4 1/4 x 2 1/4 x 2 1/4 in., inv. no. 1979.229.1			Lender	
11.56-2	ceramic	Made in Japan, Saga and Nagasaki Prefectures, <i>Mukozuke Dish</i> , Momoyama to Edo period, late 16th–early 17th century, Stoneware painted with underglaze iron brown (Karatsu ware), 4 1/4 x 2 1/4 x 2 1/4 in., inv. no. 1979.229.2			Lender	
11.57	ceramic	Made in Japan, Saga Prefecture, <i>Dish</i> , Edo period, 17th century, Porcelain painted with underglaze cobalt blue with iron-brown and green glazes (Arita ware, Nabeshima type), 1 5/8 x 7 3/4 in. (diameter), inv. no. 1979.248			Lender	
11.58	ceramic	Nonomura Ninsei (active ca. 1646–94); made in Japan, Kyoto Prefecture, <i>Tea Leaf Jar</i> , Edo period, mid-17th century, Stoneware painted with overglaze enamels and silver (Kyoto ware), 12 x 9 1/2 in. (diameter), inv. no. 1979.251			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.59	ceramic	Made in Japan, Saga Prefecture, <i>Bowl</i> , Edo period, ca. 1670–90, Porcelain painted with overglaze enamels, with traces of gold (Arita ware, Kakiemon style); with 18th-century gilt bronze mounts, 5 1/2 x 12 7/8 in. (diameter), inv. no. 1979.237			Lender	
11.60	ceramic	Made in Japan, Saga Prefecture, <i>Standing Female Figure (one of a pair)</i> , Edo period, ca. 1670–90, Porcelain painted with overglaze enamels, also with traces of gold (Arita ware, Kakiemon style), 15 1/2 x 6 x 5 in., inv. no. 1979.239			Lender	
11.61	ceramic	Made in Japan, Saga Prefecture, <i>Standing Female Figure (one of a pair)</i> , Edo period, ca. 1670–90, Porcelain painted with overglaze enamels (Arita ware, Kakiemon style), 15 1/2 x 6 x 4 3/4 in., inv. no. 1979.240			Lender	
11.62	ceramic	Ogata Kenzan (1663–1743); made in Japan, Kyoto Prefecture, <i>Bowl with Reticulated Rim</i> , Edo period, early 18th century, Stoneware with pierced design and painted with slips under glaze and overglaze enamels and gold (Kyoto ware), 4 7/8 x 7 1/2 in., inv. no. 1979.252			Lender	
11.63	ceramic	Made in Japan, Saga Prefecture, <i>Drum-Shaped Pillow</i> , Edo period, late 18th–early 19th century, Porcelain painted with overglaze enamels and gold (Arita ware, Imari style), 8 1/4 x 6 1/2 in., inv. no. 1979.233			Lender	
11.64-1	ceramic	Made in Korea, South Cholla Province, <i>Foliolate Bowl</i> , Koryo period, early 12th century, Stoneware with glaze, 3 5/8 x 5 3/4 in., inv. no. 1979.193.1			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.64-2	ceramic	Made in Korea, South Cholla Province, <i>Foliate Saucer</i> , Koryo period, early 12th century, Stoneware with glaze, 1 1/8 x 6 1/4 in., inv. no. 1979.193.2			Lender	
11.64-3	ceramic	Made in Korea, South Cholla Province, <i>Foliate Bowl</i> , Koryo period, early 12th century, Stoneware with glaze, 3 5/8 x 5 3/4 in., inv. no. 1979.193.3			Lender	
11.64-4	ceramic	Made in Korea, South Cholla Province, <i>Foliate Saucer</i> , Koryo period, early 12th century, Stoneware with glaze, 1 1/8 x 6 1/4 in., inv. no. 1979.193.4			Lender	
11.65	ceramic	Made in Korea, <i>Storage Jar</i> , Choson period, about mid-18th century, Porcelain painted with underglaze cobalt blue, 17 1/2 x 13 3/4 in. (diameter), inv. no. 1979.196			Lender	
11.66	ceramic	Made in Thailand, possibly north Thailand, <i>Jar</i> , 14th century, Stoneware with incised and applied design under glaze, 17 7/8 x 14 1/4 in., inv. no.1979.95			Lender	
11.67	ceramic	Made in Vietnam, possibly Champa, <i>Storage Jar</i> , 15th–16th century, Stoneware with incised design under glaze (Go-Sanh ware), 13 1/8 x 12 in., inv. no. 1979.96			Lender	
Updated 10-18-19	TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 11:					

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Buddha and Shiva, Lotus and Dragon: Masterworks
from the Mr. and Mrs. John D. Rockefeller 3rd Collection at Asia Society
FD-0149-19 (Domestic Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the American Federation of Arts, the participating institutions: New Orleans Museum of Art, Cummer Museum of Art & Gardens, Ackland Art Museum, Kimbell Art Museum, and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$156,720,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: February 10, 2020 to October 8, 2021, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$100,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$100,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$100,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$100,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$100,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$100,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

AIC - El Greco APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Adoration of the Shepherds</i> , c. 1567, Oil and tempera on unknown wood panel framed and backed in oak, 9 1/4 × 7 1/4 in., 34-011 Art Institute of Chicago only			Lender	
12.2	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>St. Francis and Brother Leo Meditating on Death</i> , c. 1600–05, Oil on canvas, 66 5/16 × 40 1/2 in., no. 4267			Lender	
12.3	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Portrait of a Man</i> , c. 1575–76, Oil on canvas, 45 11/16 × 38 9/16 in., KM55p146			Lender	
12.4	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Antonio de Covarrubias y Levia</i> , c. 1600, Oil on canvas, 26 3/4 × 22 13/16 in., RF 1941-32			Lender	
12.5	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Christ on the Cross Adored by Two Donors</i> , c. 1580–90, Oil on canvas, 97 5/8 × 70 7/8 in., RF 1713			Lender	
12.6	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Saint Louis, King of France, and a Page</i> , c. 1580–90, Oil on canvas, 47 1/4 × 37 13/16 in., RF 1507			Lender	

AIC - El Greco APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.7	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Annunciation</i> , c. 1596–1600, Oil on canvas, 44 13/16 × 25 3/4 in., 69/116 Art Institute of Chicago only	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.8	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>St. Dominic in Prayer</i> , c. 1590–95, Oil on canvas, 46 7/16 × 33 7/8 in.			Lender	
12.9	Painting	Jorge Manuel Theotocopuli, Spanish, 1578–1631, <i>Noli me tangere</i> , 1609–12, Oil on canvas, 54 5/16 x 36 5/8 in., 05232 Art Institute of Chicago only			Lender	
12.10	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Annunciation</i> , c. 1576, Oil on canvas, 46 1/6 × 38 9/16 in., INV. Nr. 172 (1975.35) Art Institute of Chicago only			Lender	
12.11	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Santiago the Great</i> , 1610–14, Oil on canvas, 39 1/2 × 31 5/8 in., CE00005 Art Institute of Chicago only			Lender	
12.12	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Véronique et le Saint Suaire</i> , c. 1580, Oil on canvas, 37 13/16 × 35 7/8 in., DO1174			Lender	

AIC - El Greco APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.13	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Portrait of a Sculptor (Pompeo Leoni?)</i> , c. 1577–80, Oil on canvas, 36 1/4 × 33 7/8 in.	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.14	Sculpture	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Christ on the Cross</i> , c. 1600, Polychrome pine sculpture, 20 × 18 × 4 3/4 in. Art Institute of Chicago only			Lender	
12.15	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Crucifixion</i> , c. 1576–78, Oil on canvas, 26 9/16 × 16 9/16 in. Art Institute of Chicago only			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 12			\$95,021,500
13.1	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Christ on the Cross</i> , 1600–10, Oil on canvas, 32 1/2 × 20 3/8 in., 2000.40 Art Institute of Chicago only	[REDACTED]	[REDACTED]	Lender	[REDACTED]

AIC - El Greco APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.2	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Penitent Saint Peter</i> , c. 1590–95, Oil on canvas, 49 1/4 × 42 3/8 in., 1940.76 Art Institute of Chicago only			Lender	
13.3	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>St. Francis Venerating the Crucifix</i> , c. 1595, Oil on canvas, 58 × 41 1/2 in., 61.44.24			Lender	
13.4	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Entombment of Christ</i> , c. 1572, Oil on wood panel, 11 × 7 5/8 in.			Lender	
13.5	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Visitation</i> , c. 1610–14, Oil on canvas, 38 × 28 1/8 in., HC.P.1936.18.(O) Art Institute of Chicago only			Lender	
13.6	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Saint Martin and the Beggar</i> , 1597/99, Oil on canvas, 76 3/16 × 40 9/16 in., 1942.9.25			Lender	
13.7	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Repentant St. Peter</i> , 1600–05 or later, Oil on canvas, 36 7/8 × 29 5/8 in., 0815			Lender	

AIC - El Greco APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.8	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Christ Taking Leave of his Mother</i> , 1585/90, Oil on canvas, 42 3/4 × 40 in., 4.9.1989 Art Institute of Chicago only	[REDACTED]	[REDACTED]	Lender	[REDACTED]
13.9	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>St. James the Less</i> , 1610/14, Oil on canvas, 28 × 21 in., 78.1972 Art Institute of Chicago only			Lender	
13.10	Painting	Workshop of El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Veronica's Veil</i> , about 1608–14, Oil on canvas, 30 × 36 in., 26.9.1989 Art Institute of Chicago only			Lender	
13.11	Painting	Workshop of El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>St. Simon</i> , about 1610–14, Oil on canvas, 28 1/4 × 21 5/8 in., 2008.274 Art Institute of Chicago only			Lender	
13.12	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>St. Francis</i> , 1585–90, Oil on canvas, 40 3/16 × 38 3/16 in., 37.424			Lender	
13.13	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Fray Hotensio Félix Paravicino</i> , 1609, Oil on canvas, 44 1/8 × 33 7/8 in., 04.234			Lender	

AIC - El Greco APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.14	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Repentant Magdalen</i> , c. 1577, Oil on canvas, 42 1/2 × 39 7/8 in., 1922.5			Lender	
13.15	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Christ Driving the Money Changers from the Temple</i> , c. 1570, Oil on canvas, 46 × 59 in., 24.1			Lender	
13.16	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Portrait of a Trinitarian Friar</i> , c. 1609, Oil on canvas, 36 3/8 × 33 5/8 in., 52-23			Lender	
13.17	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Penitent Magdalene</i> , c. 1580–85, Oil on canvas, 40 × 32 1/4 in., 30-35 Art Institute of Chicago only			Lender	
13.18	Painting	Jorge Manuel Theotocópuli, Spanish, 1578–1631, <i>Supper in the House of Simon</i> , c. 1615–25, Oil on canvas, 59 1/16 × 41 1/8 in., A75			Lender	
13.19	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Holy Family</i> , c. 1580–85, Oil on canvas, 41 3/4 × 34 7/16 in., A74			Lender	

AIC - El Greco APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.20	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Vision of Saint John</i> , c. 1609–14, Oil on canvas, 88 1/2 × 78 1/2 in., 56.48	[REDACTED]	[REDACTED]	Lender	[REDACTED]
13.21	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>View of Toledo</i> , c. 1598–99, Oil on canvas, 47 3/4 × 42 3/4 in., 29.100.6 Art Institute of Chicago only			Lender	
13.22	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Christ on the Cross</i> , c. 1600–10, Oil on canvas, 75 15/16 × 45 5/8 in., 1952.222			Lender	
13.23	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Holy Family with Mary Magdalen</i> , c. 1590–95, Oil on canvas, 51 1/8 × 39 5/16 in., 1926.247			Lender	
13.24	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>The Agony in the Garden</i> , c. 1590–95, Oil on canvas, 40 1/4 × 44 3/4 in., 1946.5			Lender	
13.25	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Lamentation</i> , early 1570s, Oil on wood panel, 11 3/8 × 7 7/8 in., 807			Lender	

AIC - El Greco APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.26	Painting	El Greco (Domenikos Theotokopoulos), Greek, active in Spain, 1541–1614, <i>Portrait of Dr. Francisco de Pisa</i> , c. 1610–14, Oil on canvas, 42 1/8 × 35 7/16 in., AP 1977.05 Art Institute of Chicago only	[REDACTED]	[REDACTED]	Lender	[REDACTED]
			TOTAL APPROVED INDEMNITY FOR QUESTION 13			\$505,525,000
TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13						\$600,546,500

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
El Greco: Ambition and Defiance
F-1421-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the The Art Institute of Chicago and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$600,546,500 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: February 5, 2020 to July 21, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Tony Chauveaux Deputy Chairman for Programs and Partnerships for Mary Anne Carter Chairman National Endowment for the Arts and Member, Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Édouard Manet, French, 1832–1883, <i>The House at Rueil</i> , 1882, Oil on canvas, 36 9/16 × 28 15/16 in., 2050-3			Lender	
12.2 Moved to List 14 4/15/19	Watercolor	Édouard Manet, French, 1832–1883, <i>Blumenstück mit Schwertlilie, Goldregen und Geranie</i> , 1880, Watercolor on paper, 14 7/16 × 10 in., 24129 AIC only			Lender	
12.3	Painting	Édouard Manet, French, 1832–1883, <i>Mr. Eugène Pertuiset, the Lion Hunter</i> , 1881, Oil on canvas, 59 1/4 × 67 1/2 in., MASP.00079			Lender	
12.4	Painting	Édouard Manet, French, 1832–1883, <i>Chanteuse de café-concert</i> , 1879, Oil on canvas, 22 × 14 1/4 in.			Lender	

12.5	Painting	Édouard Manet, French, 1832–1883, <i>Jeune femme à la pèlerine, Jeanne Demarsy</i> , 1881, Oil on canvas, 21 5/8 × 13 3/4 in., inv. 1997-40		Lender
12.6	Painting	Édouard Manet, French, 1832–1883, <i>Autumn (Portrait of Méry Laurent)</i> , 1882, Oil on canvas, 28 3/8 × 20 1/16 in., MPR5225		Lender
12.7	Letter	Édouard Manet, French, 1832–1883, <i>A Letter to Méry Laurent, illustrated with morning glories</i> , Sept. 28, 1880, Watercolor, pen and ink on paper, 7 1/2 × 4 3/4 in., inv. 132 Getty-only		Lender
12.8	Letter	Édouard Manet, French, 1832–1883, <i>Letter to Charles-Henri Guérard</i> , late August or September 1880, Watercolor, wash, pen and ink on paper, recto/verso, 7 15/16 × 5 in. (closed)/ 7 15/16 × 10 in. (open), 2002-A.831		Lender

12.9	Letter	Édouard Manet, French, 1832–1883, <i>Envelope addressed to Charles-Henri Guérard</i> , late August or September 1880, Brush and wash on paper, 4 1/16 × 5 1/4 in., 2003-A.246		Lender
12.10	Print	Édouard Manet, French, 1832–1883, <i>Jeanne</i> , c. 1882, Etching on paper, 6 7/8 × 4 1/2 in. (plate); 5 7/8 × 4 in. (image); 8 × 5 3/4 in. (sheet)		Lender
12.11	Painting	Édouard Manet, French, 1832–1883, <i>Girl Serving Beer</i> , between 1878 and 1879, Oil on canvas, 30 5/16 × 25 3/8 in., RF1959-4		Lender
12.12	Painting	Édouard Manet, French, 1832–1883, <i>Flowers in a Crystal Vase</i> , 1882, Oil on canvas, 21 1/2 × 13 7/8 in., RF2000-9		Lender
12.13	Painting	Édouard Manet, French, 1832–1883, <i>L'asperge</i> , 1880, Oil on canvas, 6 1/2 × 8 7/16 in., RF 1959-18		Lender

12.14	Watercolor	Édouard Manet, French, 1832–1883, <i>Arrosoir dans la verdure</i> , 1880, black pencil and gray wash on paper, 8 × 5 1/16 in., RF 30500, recto AIC-only		Lender	
12.15	Watercolor	Édouard Manet, French, 1832–1883, <i>Deux jambes avec bottines sous une jupe rouge, devant un guéridon</i> , c. 1878–80, watercolor, black wash, and graphite on gridded paper, 7 1/4 x 4 9/16 in., RF 30521 Getty-only		Lender	
12.16	Drawing	Édouard Manet, French, 1832–1883, <i>Sketches of Cats</i> , c. 1880, Graphite on graph paper, 3 1/8 × 4 1/2 in., RF 30393, Recto		Lender	
12.17	Drawing	Édouard Manet, French, 1832–1883, <i>Two sketches of cats</i> , c. 1880, Graphite on graph paper, 3 1/8 × 4 1/2 in., RF 30392, Recto		Lender	

12.18	Letter	Édouard Manet, French, 1832–1883, <i>Letter to Madame Jules Guillemet</i> , July 25, 1880, Watercolor over gray wash on semi-transparent paper, recto/verso, 7 7/8 × 9 13/16 in.		Lender
12.19	Painting	Édouard Manet, French, 1832–1883, <i>In the Conservatory</i> , 1878, Oil on canvas, 45 1/4 × 59 1/16 in., AI550 AIC-only		Lender
12.20 Moved to List 14 4/15/19	Painting	Édouard Manet, French, 1832–1883, <i>Bunch of Asparagus</i> , 1880, Oil on canvas, 18 1/8 × 21 5/8 in., 0318 AIC only		Lender
12.21 - moved to list 14	Watercolor	Édouard Manet, French, 1832–1883, <i>Heads of Eugénie and Suzanne Manet</i> , 1880, Ink and wash on paper, 7 11/16 × 4 3/4 in., 44471Z AIC only		Lender

12.22	Painting	Édouard Manet, French, 1832–1883, <i>Chrysanthemums</i> , 1881, Oil on paper, mounted on cardboard (fan-shaped format), 6 3/4 × 22 7/8 in., O-		Lender	
12.23	Painting	Édouard Manet, French, 1832–1883, <i>Boy in the Flowers (Jacques Hoschedé)</i> , 1876, Oil on canvas, 23 5/8 × 38 3/16 in., P.1982-0001 AIC-only		Lender	
12.24	Painting	Édouard Manet, French, 1832–1883, <i>The Promenade (Mme. Gamby)</i> , c. 1880, Oil on canvas, 36 5/16 × 27 3/4 in., INV. 1268-AB087		Lender	
12.25	Painting	Édouard Manet, French, 1832–1883, <i>Madame Manet in the Conservatory</i> , 1879, Oil on canvas, 34 × 39 3/8 in., NG.M.01286		Lender	
12.26	Painting	Édouard Manet, French, 1832–1883, <i>Horsewoman, Full-Face (L'Amazone)</i> , c. 1882, Oil on canvas, 28 3/4 × 20 1/2 in., 659 (1980.5)		Lender	

12.27	Watercolor	Édouard Manet, French, 1832–1883, <i>Periwinkles</i> , c. 1880, Watercolor on paper, 7 15/16 × 4 7/8 in.	Lender
12.28	Watercolor	Édouard Manet, French, 1832–1883, <i>Briar Roses (Églantines)</i> , c. 1880, Watercolor on paper, 7 7/8 × 4 7/8 in.	Lender
12.29 - moved to list 14	Painting	Édouard Manet, French, 1832–1883, <i>Oysters and Champagne Bucket</i>, 1876–77, Oil on canvas, 21 1/2 × 13 1/4 in.	Lender
12.30	Watercolor	Édouard Manet, French, 1832–1883, <i>Iris</i> , c. 1876–80, Watercolor on paper, 14 × 10 1/16 in.	Lender
12.31 - Moved to List 13.44	Letter	Édouard Manet, French, 1832–1883, <i>Letter (The Snail)</i> , 1880, Watercolor and pen and ink on paper, 6 1/4 × 4 5/8 in.	Lender

12.32	Painting	Édouard Manet, French, 1832–1883, <i>Woman with a Cat (Portrait of Mme. Manet)</i> , c. 1880, Oil on canvas, 36 1/4 × 28 3/4 in., N03295	[REDACTED]	Lender	[REDACTED]
12.33	Painting	Édouard Manet, French, 1832–1883, <i>The Rabbit</i> , 1881, Oil on canvas, 38 3/8 × 24 in., NMW A 2466	[REDACTED]	Lender	[REDACTED]
				TOTAL APPROVED INDEMNITY FOR QUESTION 12	\$450,575,414

Number	Object Type	Object Description	Lender	Lender Insurance Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value

13.1	Drawing	Édouard Manet, French, 1832–1883, <i>Madame Jules Guillemet</i> , 1880, Pencil, brush and black wash on graph paper laid down on card, 6 1/4 × 4 5/8 in., 2001.39.32	Lender
13.2	Painting	Édouard Manet, French, 1832–1883, <i>Jeanne (Spring)</i> , 1881, Oil on canvas, 29 1/8 × 20 1/4 in., 2014.62	Lender
13.3	Letter	Édouard Manet, French, 1832–1883, <i>En-tête de lettre (Trois prunes)</i> , Oct. 8, 1880, Watercolor and pen and ink on paper, 7 1/4 × 5 in.	Lender
13.4	Painting	Édouard Manet, French, 1832–1883, <i>Lilacs and Roses</i> , c. 1882, Oil on canvas, 21 5/8 × 13 3/4 in.	Lender
13.5	Painting	Édouard Manet, French, 1832–1883 <i>At the Milliner's (La Modiste)</i> , 1881, Oil on canvas, 33 1/2 × 29 in., 1957.3	Lender

13.6	Letter	Édouard Manet, French, 1832–1883, <i>Illustrated Letter to Marthe Hoschedé (chestnut)</i> , Sept. 10, 1880, Watercolor and pen and ink on paper, 8 × 4 7/8 in.	Lender
13.7	Watercolor	Édouard Manet, French, 1832–1883, <i>Woman in a Traveling Costume</i> , c. 1880, Watercolor over gray wash on semi-transparent paper, 7 7/8 × 4 15/16 in., 1966.80.20	Lender - updated 10/30/18
13.8	Painting	Édouard Manet, French, 1832–1883, <i>Plum Brandy</i> , c. 1877, Oil on canvas, 29 × 19 3/4 in., 1971.85.1	Lender
13.9	Painting	Édouard Manet, French, 1832–1883, <i>Flowers in a Crystal Vase</i> , c. 1882, Oil on canvas, 12 7/8 × 9 5/8 in., 1970.17.37	Lender

13.10	Book	Ernest Hoschedé, French, 1837–1891, <i>Impressions de mon voyage au Salon de 1882</i> , Paris: Typographie Tolmer, 1882 (first edition), Bound Book with printed illustrations and author's autograph inscription to Dr. Gachet, 9 3/4 × 6 1/4 × 1/4 in. (book); 6 3/4 × 4 1/4 in. (cover illustration)., to display frontispiece, N5066 .H66 1882		Lender	
13.11	Painting	Édouard Manet, French, 1832–1883, <i>Woman Reading</i> , 1880/81, Oil on canvas, 24 1/16 × 19 7/8 in., 1933.435		Lender	
13.12	Painting	Édouard Manet, French, 1832–1883, <i>Portrait of a Woman with a Black Fichu</i> , c. 1878, Oil on canvas, 24 1/2 × 20 1/8 in., 1933.436		Lender	
13.13	Print	Édouard Manet, French, 1832–1883, <i>Jeanne (Spring)</i> , 1882, Etching & aquatint on ivory laid paper, 6 1/8 × 4 3/16 in. (image); 9 9/16 × 7 3/16 in. (plate); 11 × 8 in. (sheet), 1935.48		Lender	

13.14	Painting	Henri Fantin-Latour, French, 1836–1904, <i>Édouard Manet</i> , 1867, Oil on canvas, 46 1/4 × 35 7/16 in., 1905.207	Lender
13.15	Watercolor	Édouard Manet, French, 1832–1883, <i>Head of a Woman and Head of a Bearded Man</i> , 1880, Watercolor, and brush and gray wash, on cream wove paper, 7 15/16 × 4 13/16 in., 1950.1520	Lender
13.16	Painting	Édouard Manet, French, 1832–1883, <i>Four Mandarin Oranges</i> , 1882, Oil on canvas, 7 1/4 × 9 1/2 in.	Lender
13.17	Painting	Édouard Manet, French, 1832–1883, <i>The Café-Concert</i> , c. 1879, Oil on canvas, 18 5/8 × 15 3/8 in., 37.893	Lender
13.18	Painting	Édouard Manet, French, 1832–1883, <i>Skating</i> , 1877, Oil on canvas, 36 1/4 × 28 1/4 in., 1951.50 Getty-only	Lender

13.19	Painting	Édouard Manet, French, 1832–1883, <i>Moss Roses in a Vase</i> , 1882, Oil on canvas, 22 × 13 5/8 in., 1955.556		Lender	
13.20	Painting	Édouard Manet, French, 1832–1883, <i>White Lilacs in a Crystal Vase</i> , 1882–83, Oil on canvas, 22 1/8 × 13 3/4 in., 2015.13.12		Lender	
13.21	Painting	Édouard Manet, French, 1832–1883, <i>Young Woman in a Round Hat</i> , c. 1877–79, Oil on canvas, 21 1/2 × 17 3/4 in., L.1988.62.14		Lender	
13.22	Painting	Édouard Manet, French, 1832–1883, <i>Dahlias</i> , 1881, Oil on paper laid on canvas, 8 5/8 × 18 3/4 in.		Lender	
13.23	Drawing	Édouard Manet, French, 1832–1883, <i>Mademoiselle Marguerite</i> , c. 1880, Ink and pencil on paper, verso: pencil, 7 1/8 × 4 3/4 in.		Lender	

13.24	Painting	Édouard Manet, French, 1832–1883, <i>Femme nue se coiffant ('Nude Arranging Her Hair')</i> , 1879, Oil on canvas, 31 7/8 × 25 5/8 in.	[REDACTED]	Lender	[REDACTED]
13.25	Painting	Édouard Manet, French, 1832–1883, <i>Quatre Pommes</i> , 1882, Oil on canvas, 7 1/2 × 9 3/4 in.	[REDACTED]	Lender	[REDACTED]
13.26 - moved to list 14	Painting	Édouard Manet, French, 1832–1883, <i>Portrait de Monsieur Brun</i>, 1880, Oil on paper laid down on canvas, 21 1/2 × 14 in.	[REDACTED]	Lender	[REDACTED]
13.27	Painting	Édouard Manet, French, 1832–1883, <i>Boating</i> , 1874, Oil on canvas, 28 1/4 × 51 1/4 in., 29.100.115	[REDACTED]	Lender	[REDACTED]
13.28	Painting	Édouard Manet, French, 1832–1883, <i>Strawberries</i> , c. 1882, Oil on canvas, 8 3/8 × 10 1/2 in., 56.230.1	[REDACTED]	Lender	[REDACTED]

13.29	Drawing	Édouard Manet, French, 1832–1883, <i>Suzanne Manet at Bellevue</i> , 1880, Brush and black wash over graphite on wove paper, 6 3/16 × 4 5/8 in., 1998.106 Getty-only	Lender
13.30	Letter	Édouard Manet, French, 1832–1883, <i>A Letter to Eugène Henri Maus, Decorated with Two Plums</i> , Aug. 2, 1880, Watercolor, pen and ink on wove paper, 7 15/16 × 9 3/4 in., 2003.1	Lender
13.31	Letter	Édouard Manet, French, 1832–1883, <i>Autograph letter. [Bellevue], to Marguerite [Guillemet], [1880]</i> , 1880, Graphite and watercolor on wove paper, 7 13/16 × 4 13/16 in., MA 4716.2	Lender
13.32	Letter	Édouard Manet, French, 1832–1883, <i>Autograph letter signed: Bellevue, to [Marguerite Guillemet], [1880]</i> , 1880, Pen and brown ink, and watercolor on wove paper, 7 15/16 × 4 3/4 in., MA 4716.1	Lender

13.33	Album	Fernand Lochard, with annotations by Léon Koella Leenhoff and Adophle Tabarant, French 1824–1889, <i>Albums of photographs of the work of Edouard Manet</i> , c. 1883, Bound album with photographs, 183 pages, opening to page 10, Dimensions of closed volume: 11 5/8 × 9 3/4 × 2 3/8 inches, 88 total photographs in album, MA 3950 Lochard vol. 2	Lender
13.34	Painting	Édouard Manet, French, 1832–1883, <i>Two Roses on a Tablecloth</i> , 1882–83, Oil on canvas, 7 5/8 × 9 1/2 in., SPC17.1990	Lender
13.35	Painting	Édouard Manet, French, 1832–1883, <i>Antonin Proust</i> , 1880, Oil on canvas, 51 × 37 3/4 in., 1925.108	Lender
13.36	Painting	Édouard Manet, French, 1832–1883, <i>Portrait of Émilie Ambre as Carmen</i> , 1880, Oil on canvas, 36 3/8 × 28 15/16 in., 1964-114-1	Lender - updated 1/14/19

13.37	Painting	Édouard Manet, French, 1832–1883, <i>Still Life with Brioche</i> , 1880, Oil on canvas, 21 3/4 × 13 7/8 in., 84.8		Lender
13.38	Painting	Édouard Manet, French, 1832–1883, <i>Vase of White Lilacs and Roses</i> , 1883, Oil on canvas, 22 × 18 1/8 in., 1985.R.34		Lender
13.39	Painting	Édouard Manet, French, 1832–1883, <i>Portrait of Isabelle Lemonnier with a Muff</i> , c. 1879, Oil on canvas, 36 5/8 × 29 in., 1978.1		Lender
13.40	Painting	Édouard Manet, French, 1832–1883, <i>Plums</i> , c. 1880, Oil on canvas, 7 9/16 × 9 13/16 in, 79.182		Lender
13.41	Painting	Édouard Manet, French, 1832–1883, <i>Convolvulus and Nasturtiums</i> , 1881, Oil on canvas, 38 1/2 × 22 3/4 in., 1982.66		Lender

13.42	Painting	Édouard Manet, French, 1832–1883, <i>The Bench (Garden at Versailles)</i> , 1881, Oil on canvas, 25.6 × 32 in.		Lender	
				TOTAL APPROVED INDEMNITY FOR QUESTION 13	\$586,869,500

				TOTAL APPROVED INDEMNITY FOR QUESTIONS 12 AND 13	\$1,037,444,914
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**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Manet and Modern Beauty
F-1400-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the The Art Institute of Chicago, the participating institution, The J. Paul Getty Museum, and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$1,053,514,914 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: April 26, 2019 to February 12, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

AIC - Monet APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	Painting	Claude Monet, French, 1840–1926, Pommiers en fleurs (Apple Trees in Blossom; Le Printemps; Springtime), 1872, Oil on canvas, 22 1/2 × 27 1/8 in., W 201			Lender	
11.2	Painting	Claude Monet, French, 1840–1926, The Seine at Bougival, 1869, Oil on canvas, 20 × 25 in., W 143			Lender	
11.3	Painting	Claude Monet, French, 1840–1926, Apple Trees, 1878, Oil on canvas, 21 1/4 × 28 3/4 in., W 489			Lender	
11.4	Painting	Claude Monet, French, 1840–1926, Vétheuil, Blossoming Plum Trees, 1879, Oil on canvas, 29 1/8 × 36 3/4 in., W 521			Lender	
11.5	Painting	Claude Monet, French, 1840–1926, Pheasants, Woodcocks, and Partridges, 1879, Oil on canvas, 35 × 27 in., W 551			Lender	
11.6	Painting	Claude Monet, French, 1840–1926, The Garden Gate at Vétheuil, 1881, Oil on canvas, 23 5/8 × 28 3/4 in., W 690			Lender	
11.7	Painting	Claude Monet, French, 1840–1926, The Needle Rock at Low Tide, Etretat, 1883, Oil on canvas, 23 5/8 × 31 7/8 in., W 831			Lender	
11.8	Painting	Claude Monet, French, 1840–1926, The Towpath at Granval, 1883, Oil on canvas, 25 5/8 × 31 7/8 in., W 840			Lender	
11.9	Painting	Claude Monet, French, 1840–1926, Near Monte Carlo, 1883, Oil on canvas, 25 7/8 × 32 1/4 in., W 851			Lender	
11.10	Painting	Claude Monet, French, 1840–1926, Luncheon under the Tent, Giverny, c. 1883–86, Oil on canvas, 45 3/4 × 53 1/2 in., W 846			Lender	

AIC - Monet APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.11	Painting	Claude Monet, French, 1840–1926, The Mediterranean, Mistral Wind, 1888, Oil on canvas, 25 1/2 × 36 3/10 in., W 1181	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.12	Painting	Claude Monet, French, 1840–1926, On the Banks of the Fjord at Christiania, 1895, Oil on canvas, 25 5/8 × 36 1/4 in., W 1402			Lender	
11.13	Painting	Claude Monet, French, 1840–1926, On the Cliff at Le Petit Ailly, 1896, Oil on canvas, 28 × 36 in., W 1428			Lender	
11.14	Painting	Claude Monet, French, 1840–1926, The Water-Lily Pond, 1919, Oil on canvas, 39 3/4 × 40 7/8 in., W 1893/2			Lender	
11.15	Painting	Claude Monet, French, 1840–1926, The Water-Lily Pond, c. 1917–20, Oil on canvas, 38 1/4 × 51 1/8 in., W 1901/2			Lender	
11.16	Painting	Claude Monet, French, 1840–1926, Nymphéas, 1905, Oil on canvas, 34 3/4 × 38 3/4 in., W 1672			Lender	
11.17	Painting	Claude Monet, French, 1840–1926, The Hamlet of Falaise, Winter Landscape, 1885, Oil on canvas, 23 5/8 × 28 3/4 in., W 973			Lender	
11.18	Painting	Claude Monet, French, 1840–1926, The Parc Monceau, 1878, Oil on canvas, 21 1/4 × 25 9/16 in., W 468			Lender	
11.19	Painting	Claude Monet, French, 1840–1926, View of Vernon, 1886, Oil on canvas, 23 × 28 in., W 1060			Lender	
11.20	Painting	Claude Monet, French, 1840–1926, La Seine à Port Villez, Effet de Neige (The Seine at Port-Villez, Snow Effect), 1885, Oil on canvas, 28 3/4 × 36 5/8 in., W 962			Lender	

AIC - Monet APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.21	Painting	Claude Monet, French, 1840–1926, The Seine near Vétheuil, Stormy Weather, 1878, Oil on canvas, 21 1/4 × 31 7/8 in., W 478	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.22	Painting	Claude Monet, French, 1840–1926, A Cliff, 1882, Oil on canvas, 21 1/4 × 25 9/16 in., W 789			Lender	
11.23	Painting	Claude Monet, French, 1840–1926, Falaise à Varengeville, 1882, Oil on canvas, 25 9/16 × 31 7/8 in., W 806			Lender	
11.24	Painting	Claude Monet, French, 1840–1926, Pots of Tulips, 1885, Oil on canvas, 20 1/2 × 14 15/16 in., W 958			Lender	
11.25	Painting	Claude Monet, French, 1840–1926, Reflections on the Sea near Dieppe, 1897, Oil on canvas, 25 9/16 × 36 1/4 in., W 1469			Lender	
11.26	Painting	Claude Monet, French, 1840–1926, Boats Dry Docked at Fécamp, 1881, Oil on canvas, 31 5/8 × 26 in., W 645			Lender	
11.27	Painting	Claude Monet, French, 1840–1926, Apple Trees, Vétheuil, 1878, Oil on canvas, 21 5/8 × 26 in., W 490			Lender	
11.28	Painting	Claude Monet, French, 1840–1926, Vase of Dahlias, 1883, Oil on canvas, 50 1/2 × 14 5/8 in., W 931			Lender	
11.29	Painting	Claude Monet, French, 1840–1926, Tempête, Belle-Île, 1886, Oil on canvas, 23 3/4 × 29 in., W 1117			Lender	

AIC - Monet APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.30	Painting	Claude Monet, French, 1840–1926, Landscape with Figures, 1888, Oil on canvas, 31 1/2 × 31 1/2 in., W 1204	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.31	Painting	Claude Monet, French, 1840–1926, The Mill at Limetz, 1888 Oil on canvas, 35 3/8 × 28 3/8 in., W 1210a			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 11			\$314,650,000

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Monet and Chicago
FD-0153-20 (Domestic Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the The Art Institute of Chicago and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$314,650,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: June 18, 2020 to February 17, 2021, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$300,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$300,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

4/3/20

Name

Date

Mary Anne Carter

Chairman

National Endowment for the Arts

and

Member

Federal Council on the Arts and the Humanities

Attachment: List of Indemnified Objects

Chrysler - Americans in Spain APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	Paintings	John Singer Sargent (American, 1856-1925) Head of Aesop, after Velázquez, 1879 Oil on canvas; 18 5/16 x 14 5/8 in. (46.4 x 37.2 cm) 75.16.1	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.2	Paintings	William Merritt Chase (American, 1849-1916) Girl in White, 1898-1901 Oil on fabric 84 1/2 x 40 1/2 in (214.6 × 102.9 cm) 1955.16			Lender	
11.3	Paintings	Mary Cassatt (American, 1844-1926) After the Bullfight, 1873 Oil on canvas 32 1/8 x 25 3/16 in. (82.5 x 64 cm) 1969.332			Lender	
11.4	Paintings	John Singer Sargent (American, 1856-1925) Spanish Convalescent, ca. 1903 Watercolor and pencil on paper 18 x 12 in. (45.7 x 30.5 cm.)			Lender	
11.5	Paintings	William Merritt Chase (American, 1849-1916) The Moorish Warrior, ca. 1878 Oil on canvas 59 3/16 x 94 7/16 in. (150.4 x 239.9 cm) 69.43			Lender	
11.6	Paintings	William Merritt Chase (American, 1849-1916) The Antiquary Shop (The Antiquary's Shop), ca. 1879 Oil on canvas 27 x 34 1/2 in. (68.6 x 87 cm) 13.53			Lender	

Chrysler - Americans in Spain APPROVED
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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.7	Paintings	Claudio Coello (Spanish, 1642-1693) The Vision of Saint Anthony of Padua, 1663 Oil on canvas 67 x 50 1/2 in. (170.2 x 128.3 cm) 71.542			Lender	
11.8	Paintings	Diego Velázquez (Spanish, 1599-1660) Portrait of a Man, ca. 1651-52 Oil on canvas 25 1/4 x 17 1/2 in (64.1 x 44.5 cm) 83.587			Lender	
11.9	Paintings	Édouard Manet (French, 1832-1883) The Little Cavaliers, ca. 1860 Oil on canvas 18 x 29 3/4 in. (45.7 x 75.6 cm) 71.679			Lender	
11.10	Paintings	Mary Bradish Titcomb (American, 1858-1927) The Alhambra, ca. 1906 Oil on canvas 22 1/4 x 18 1/4 in. (56.52 x 46.36 cm) 2018.25.1			Lender	
11.11	Paintings	Robert Henri (American, 1865-1929) Gypsy with Guitar (Gitano), 1906 Oil on canvas 78 x 37 3/4 in. (198.1 x 95.9 cm) 71.501			Lender	
11.12	Paintings	Robert Frederick Blum (American, 1857-1903) Spanish Courtyard, 1883 Oil on canvas; 29 5/16 x 40 3/8 in. (74.5 x 102.6 cm) 2002.104			Lender	

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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.13	Paintings	Robert Frederick Blum (American, 1857-1903) Study of Christ after Ribera, 1882 Oil on canvas 19 3/8 x 27 3/4 in (49.2 x 70.5 cm) 1905.144			Lender	
11.14	Paintings	Mary Cassatt (American, 1844-1926) Offering the Panal to the Bullfighter, 1873 Oil on canvas 39 5/8 x 33 1/2 in. (100.6 x 85.1 cm) 1955.1			Lender	
11.15	Paintings	Walter Gay (American, 1856-1937) Cigarette Girls, Seville, 1895 Oil on canvas 50 1/8 x 67 3/4 in (127.3 x 171.1 cm) 1968.008			Lender	
11.16	Paintings	John Singer Sargent (American, 1856-1925) Spanish Window, 1908 Watercolor on paper 13 3/4 x 10 in. (35 x 25.4 cm) G.1980.50			Lender	
11.17	Paintings	John Singer Sargent (American, 1856-1925) Moorish Courtyard, 1913 Oil on canvas 28 x 36 in. (71.1 x 91.4 cm)			Lender	
11.18	Paintings	Joaquín Sorolla y Bastida (Spanish, 1863-1923) Hall of the Ambassadors, Alhambra, Granada, 1909 Oil on canvas 41 x 32 in (104.1 x 81.3 cm) 79.PA.154			Lender	

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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.19	Paintings	Joaquín Sorolla y Bastida (Spanish, 1863-1923) Court of the Dances, Alcázar, Sevilla, 1910 Oil on canvas 95.3 × 63.5 cm (37 1/2 × 25 in.) 79.PA.151			Lender	
11.20	Photographs	Charles Clifford (English, 1821-1863) [Cathedral, Torre del Oro and Guadalquivir River, Seville] Albumen silver print on paper, printed ca. 1862 by the artist's studio 11 5/8 × 15 1/2 in. (29.5 × 39.4 cm) 85.XM.367.2			Lender	
11.21	Photographs	Jean Laurent (French/Spanish, 1816-1886) Vista interior de la Mezquita o Catedral, Cordoba, 1875 Albumen silver print on paper, printed ca. 1875 by the artist's studio 9 7/8 × 13 7/16 in. (25.1 × 34.1 cm) 84.XA.761.26.2			Lender	
11.22	Paintings	James Abbott McNeill Whistler (American, 1834-1903) Nocturne, The Solent, 1866 Oil on canvas 19 1/4 × 35 1/2 in. (48.9 × 90.2 cm) 0176.1185			Lender	
11.23	Paintings	David Roberts (Scottish, 1796-1864) The Fortress of the Alhambra, Granada, 1836 Oil on canvas 17 3/4 x 43 5/8 in. (45.1 x 110.8 cm) 1967.72			Lender	

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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.24	Paintings	Robert Henri (American, 1865-1929) Queen Mariana, ca. 1898 Oil on canvas 91 1/2 x 48 in (190.82 x 128.59 cm)			Lender	
11.25	Paintings	Robert Henri (American, 1865-1929) Blind Singers, 1912 Oil on canvas 33 1/4 x 41 1/4 in (84.45 x 104.775 cm) 66.2434			Lender	
11.26	Paintings	Thomas Sully (American, 1783-1872) The Gypsy Girl, 1839 Oil on canvas 29 7/8 x 24 7/8 in. (75.88 x 63.8 cm) M.82.161			Lender	
11.27	Paintings	John Ferguson Weir (American, 1841-1926) The Alhambra, Granada, Spain, ca. 1901 Oil on Canvas 36 1/4 x 46 1/2 in. (92.1 x 118.1 cm) 64.119			Lender	
11.28	Paintings	William Merritt Chase (American, 1849-1916) La Carmencita, 1890 Oil on canvas 69 7/8 x 40 7/8 in. (177.5 x 103.8 cm) 06.969			Lender	

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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.29	Paintings	James McNeill Whistler (American, 1834-1903) Arrangement in Black, No. 3: Sir Henry Irving as Philip II of Spain, 1876, reworked 1885 Oil on canvas, 84 3/4 x 42 3/4 in. (215.3 x 108.6 cm) 10.86			Lender	
11.30	Paintings	William Merritt Chase (American, 1849-1916) Still Life with Ladle, 1917 Oil on canvas 18 x 32 in. (45.72 x 81.28 cm) M2004.115			Lender	
11.31	Paintings	Robert Henri (American, 1865-1929) Betalo Nude, 1916 Oil on canvas 41 x 33 in. (104.14 x 83.82 cm) M1972.24			Lender	
11.32	Paintings	Robert Henri (American, 1865-1929) El Matador, 1906 Oil on canvas 78 x 37 1/2 in. (198.12 x 95.25 cm) M2019.1			Lender	
11.33	Paintings	Ernest Lawson (American, 1873-1939) Segovia, ca. 1916 Oil on canvas 20 x 25 in. (50.8 x 63.5 cm) 39.54			Lender	

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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.34	Paintings	William Merritt Chase (American, 1849-1916) A Tambourine Player; Mrs. Chase as a Spanish Dancer, ca. 1886 Oil on canvas 65 x 30 in. (165.1 x 76.2 cm) 1962.16			Lender	
11.35	Paintings	Ignacio Zuloaga y Zabaleta (Spanish, 1870–1945) My Uncle Daniel and his Family, 1910 Oil on canvas 80 3/4 x 114 in. (205.1 x 289.5 cm) 17.1598			Lender	
11.36	Paintings	El Greco (Domenikos Theotokopoulos) (Greek (active in Spain), 1541–1614) Saint Catherine, 1610-14 Oil on canvas 39 9/16 x 25 1/8 in. (100.5 x 63.8 cm) 1993.38			Lender	
11.37	Paintings	Workshop of Francisco de Goya (Spanish, 1746-1828) The Duke of Wellington, ca. 1812 Oil on canvas 41 9/16 x 32 15/16 in. (46 1/2 x 38 1/8 in. framed) 1963.4.1			Lender	
11.38	Paintings	John Singer Sargent (American, 1856-1925) Study for 'The Spanish Dance', c. 1879-80 Oil on canvas 28 1/2 x 19 in. (72.3 x 48.2 cm) F83-49			Lender	

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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.39	Paintings	Juan Bautista Martinez del Mazo (Spanish, 1591-1652) Queen Mariana, ca. 1652-53 Oil on canvas 27 x 23 1/2 in., Frame: 37 1/8 x 33 5/8 in. (94.3 x 85.4 cm) 1867.209			Lender	
11.40	Paintings	David Wilkie (British, 1785-1841) Christopher Columbus in the Convent of La Rábida Explaining his Intended Voyage, 1834. Oil on canvas 58 1/2 x 74 1/4 in. (148.6 x 188.6 cm) Frame: 71 3/4 x 87 3/4 in. (182.2 x 222.9 cm). G.57.17.1			Lender	
11.41	Paintings	Circle of Francisco de Zurbarán (Spanish, 1598-1664) Still Life with Glass, Fruit, and Jar, ca. 1650. Oil on canvas 15 1/2 x 24 1/2 in. (39.4 x 62.2 cm) Frame: 26 x 34 3/4 in. (66 x 88.3 cm). G.52.9.171			Lender	
11.42	Paintings	Joaquín Sorolla y Bastida (Spanish, 1863-1923) Portrait of Ralph Clarkson, 1911 Oil on canvas 32 x 23 in. (81.3 x 58.5 cm)			Lender	
11.43	Paintings	Childe Hassam (American, 1859-1935) Church Procession, Spanish Steps, ca. 1883 Oil on canvas 12 1/2 x 17 in. (31.8 x 43.2 cm)			Lender	

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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.44	Paintings	George Henry Hall (American, 1825–1913) La Feria de Jueves (The Thursday Fair of Seville), 1867 Oil on canvas 40 1/8 x 32 1/2 in. (102.3 x 82.1 cm) RISD, 78.145			Lender	
11.45	Paintings	Robert Henri (American, 1865-1929) Betalo Rubino, Dramatic Dancer, 1916 Oil on canvas 77 1/4 x 37 1/4 in. (196.2 x 94.6 cm) 841:1920			Lender	
11.46	Paintings	Thomas Eakins (American, 1844-1916) James Carroll Beckwith, 1904 Oil on canvas 83 3/8 x 48 1/8 in. (211.77 x 122.24 cm) 1937.30			Lender	
11.47	Drawings	Marjorie Organ Henri (American, 1886–1931) Relaxation, 1911 Graphite, ink, wash, colored pencil on paper 18 15/16 x 24 11/16 in. (481 x 627 cm) U-3502.1984			Lender	
11.48	Paintings	Robert Henri (American, 1865-1929) María y Consuelo, 1906 Oil on canvas 78 x 38 in. (198.1 x 96.5 cm) U–3362.1982			Lender	

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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.49	Photographs	Rafael Señan (Señan y Gonzalez, Spanish, active ca. 1900) Granada, Alhambra, Door of Justice, ca. 1895 Albumen print on paper, printed ca. 1895 by the artist's studio Sheet: 10 3/8 x 8 in. (26.4 x 20.3 cm) H-2279.1978			Lender	
11.50	Paintings	Frederick MacMonnies (American, 1863-1937) Young Chevalier, ca. 1898 Oil on canvas 75 1/8 x 50 5/8 in. (190.82 x 128.59 cm) 2013.172			Lender	
11.51	Paintings	Samuel Colman (American, 1838-1920) Gibraltar from the Neutral Ground, ca. 1863-66 Oil on canvas 26 1/8 x 36 5/16 in. (66.4 x 92.2 cm) 1901.35			Lender	
11.52	Paintings	William Merritt Chase (American, 1849-1916) Spanish Girl in White, ca. 1886 Oil on mahogany panel 26 3/4 x 15 1/4 in. (68 x 38.7 cm)			Lender	
11.53	Paintings	José Jiménez Aranda (Spanish, 1837-1903) Figaro's Shop, 1875 Oil on canvas 17 5/16 22 5/8 in. (44 x 57.4 cm) 37.4			Lender	

**Chrysler - Americans in Spain APPROVED
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#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.54	Paintings	Mariá Fortuny (Spanish, 1838-1874) Arab Fantasia, 1867 Oil on canvas 20 1/2 x 26 3/8 in. (52 x 67 cm) 37.191	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.55	Paintings	Edwin Lord Weeks (American, 1838-1920) Interior of a Mosque at Cordova, ca. 1880 Oil on canvas 56 x 72 9/16 in (142.2 x 184.3 cm) 37.169			Lender	
11.56	Paintings	William Merritt Chase (American, 1849-1916) Outskirts of Madrid, 1882 Oil on canvas 32 x 45 3/4 in. (81.3 x 116.2 cm) 1939.265			Lender	
	updated 12/1/2020		TOTAL APPROVED INDEMNITY FOR QUESTION 11			\$80,328,720

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Americans in Spain: Painting and Travel, 1820-1920
FD-0154-20 (Domestic Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the The Chrysler Museum, Inc., the participating institutions: Milwaukee Art Museum, Reynolda House Museum of American Art, and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$80,478,720 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: January 12, 2021 to November 3, 2021, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$50,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$50,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

7/13/20

Name

Date

Mary Anne Carter

Chairman

National Endowment for the Arts

and

Member

Federal Council on the Arts and the Humanities

Attachment: List of Indemnified Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Le garçon au chat (The Boy with the Cat)</i> , 1868. Oil on canvas, 48 5/8 × 26 in. RF 1992 409	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.2	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Torse, effet de soleil (étude) (Study or Torso: Effect of Sun)</i> , 1875-1976. Oil on canvas, 31 7/8 × 25 9/16 in. RF 2740	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.3	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Baigneuse assise s'essuyant le bras (Seated Bather Drying Her Arm)</i> , 1885. Graphite and gouache on brown paper, 19 5/16 × 11 13/16 in. RF 29345, Recto	[REDACTED]	[REDACTED]	Lender - 11/6/18	[REDACTED]
12.4	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Grand nu ou Nu sur les coussins (Large Nude or Nude on Cushions)</i> , 1907. Oil on canvas, 27 9/16 × 61 in. RF 1975 18	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.5	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Les baigneuses (The Bathers)</i> , 1918-19. Oil on canvas, 43 5/16 × 63 in. RF 2795	[REDACTED]	[REDACTED]	Lender - 11/6/18	[REDACTED]
12.6	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>A Nymph by a Stream</i> , 1869-70. Oil on canvas, 26 1/4 × 48 3/8 in. NG5982	[REDACTED]	[REDACTED]	Lender [REDACTED] (for reference) (updated 4/10/19)	[REDACTED]
12.7	painting	François Boucher (French, 1703–1770), <i>Pan and Syrinx</i> , 1759. Oil on canvas, 12 3/4 × 16 1/2 in. NG1090	[REDACTED]	[REDACTED]	Lender [REDACTED] (for reference) (updated 4/10/19)	[REDACTED]

12.8	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Bather (The bather and the griffon – Lise on the banks of the Seine)</i> , 1870. Oil on canvas, 72 7/16 × 45 1/4 in. MASP.00095	Lender - updated 1/17/19
12.9	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>After the Bath</i>, 1876. Oil on canvas, 36 3/8 × 28 13/16 in. 4055	Esther Bell, Chief Curator, Clark Art Institute
12.10	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Bather with Blond Hair</i> , c. 1903. Oil on canvas, 36 1/2 × 28 7/8 in. 2414	Lender - updated 1/17/19
12.11	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Femme nue couchée (Reclining Female Nude)</i> , 1906. Oil on canvas, 26 3/8 × 63 in. RF 1960-22	Lender
12.12	drawing	Pierre-Auguste Renoir (French, 1841–1919), <i>Studies for the Great Bather</i>, 1884. Pen and ink, brush and watercolor on paper, 8 15/16 × 12 1/16 in.	Lender
12.13	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Bather Seated in a Landscape, called Eurydice (Baigneuse assise dans un paysage, dite Eurydice)</i> , 1895-1900. Oil on canvas, 45 11/16 × 35 1/16 in. RF1973-87	Lender
12.14	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Bust of a Model (Portrait de modèle en buste)</i> , 1916. Oil on canvas, 21 5/8 × 18 1/8 in. RF1973-84	Lender

12.15	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>La Source</i> , c. 1910. Oil on canvas, 36 × 28 15/16 in.		Lender	
12.16	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Etude pour la Pomone (Etude pour la Venus Victrix)</i> , 1914. Watercolor on paper, 12 3/16 × 9 1/16 in. PPD02034		Lender - updated 1/17/19	
12.17	painting	Paul Cézanne (French, 1839–1906), <i>Three Bathers</i> , 1879-1882. Oil on canvas, 21 5/8 × 20 1/2 in. PPP2099		Lender - updated 1/17/19	
12.18	sculpture	Pierre-Auguste Renoir (French, 1841–1919), <i>Pendule, Hymne à la vie</i> , 1914. Bronze, 27 15/16 × 20 3/16 × 10 13/16 in. NGI.8011		Lender	
12.19	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Bathing Women (Baigneuses)</i> , 1918. Oil on canvas, 15 15/16 × 20 1/16 in. NM 2103		Lender	
12.20	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>The Concert (Le concert)</i> , 1918-19. Oil on canvas, 29 3/4 × 36 1/2 in. 53/27		Lender	
12.21	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Copy after the Painting by Rubens "The Council of Gods,"</i> 1861. Oil on canvas, 18 1/16 × 32 7/8 in. P.1975-0003		Lender	
12.22	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Baigneuse assise sur un rocher</i> , c. 1882. Oil on canvas, 21 1/4 × 15 3/8 in.		Lender	

12.23	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Baigneuse</i> , c. 1892–93. Oil on canvas, 21 1/4 × 15 3/8 in.		Lender	
12.24	painting	Peter Paul Rubens (Flemish, 1577–1640), <i>The Three Graces</i> , c. 1636. Oil on panel, 15 11/16 × 15 11/16 in. DPG264		Lender	
12.25	painting	François Boucher (French, 1703–1770), <i>Diana Leaving Her Bath</i>, 1742. Oil on canvas, 22 7/16 × 28 3/4 in. Inv. 2712		Esther Bell, Chief Curator, Clark Art Institute	
12.26	painting	Henri Matisse (French, 1869–1954), <i>Nu rose assis</i>, April 1935/1936. Oil on canvas, 36 1/4 × 28 3/4 in. AM-2001-245		Esther Bell, Chief Curator, Clark Art Institute	
12.27	painting	Suzanne Valadon (French, 1865–1938), <i>Deux figures (Après le bain, Ni blanc ni noir)</i> , 1909. Oil on cardboard, 39 3/4 × 32 5/16 in. AM 1974-122		Lender - updated 1/17/19	
				TOTAL APPROVED INDEMNITY FOR QUESTION 12	\$168,728,938

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.1	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Self-Portrait</i> , c.1875. Oil on canvas, 15 3/8 x 12 7/16 in. 1955.584			Lender	
13.2	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Bather Arranging Her Hair</i> , 1885. Oil on canvas, 36 3/16 x 28 3/4 in. 1955.589			Lender	
13.3	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Sleeping Girl</i> , 1880. Oil on canvas, 47 3/8 x 36 1/4 in., 1955.598			Lender	

13.4	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Woman Crocheting</i> , c. 1875. Oil on canvas, 28 15/16 x 23 3/4 in. 1955.603	Lender
13.5	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Standing Bather</i> , c. 1885. Oil on canvas, 17 1/16 x 10 3/4 in. 1955.605	Lender
13.6	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Study for "Scene from Tannhäuser, Third Act"</i> , 1879. Oil on canvas, 21 9/16 x 25 7/8 in. 1955.608	Lender
13.7	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Blonde Bather</i> , 1881. Oil on canvas, 32 1/8 x 25 3/4 in. 1955.609	Lender
13.8	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Woman Reading</i> , c.1895. Oil on canvas, 16 3/8 x 12 7/8 in. 1955.908	Lender
13.9	painting-sculpture	Pierre-Auguste Renoir (French, 1841–1919), <i>Venus Victorious</i> , 1914. Bronze, 71 7/8 x 32 x 43 3/4 in. 1970.11	Lender
13.10	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Young Woman Braiding Her Hair (La chevelure)</i> , 1876. Oil on canvas, 22 1/16 x 18 1/8 in. 1970.17.63	Lender
13.11	painting	Jean-Baptiste-Camille Corot (French, 1796–1875), <i>Repose</i> , 1860, reworked c. 1865/1870. Oil on canvas, 22 3/4 x 40 in. 2014.79.709	Lender
13.12	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>A Young Girl with Daisies (La jeune fille aux marguerites)</i> , 1889. Oil on canvas, 25 5/8 x 21 1/4 in. 59.21	Lender
13.13	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Young Girl Bathing (Baigneuse assise)</i> , 1892. Oil on canvas, 32 x 25 1/2 in. 1975.1.199	Lender

13.14	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Petit nu bleu (Little Blue Nude)</i> , 1878-79. Oil on canvas, 18 1/4 × 15 in. 1941:2	Lender
13.15	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Blonde Untangling Her Hair (Blonde se peignant)</i> , 1886. Oil on canvas, 25 9/16 × 21 1/4 in.	Lender - updated 1/17/19
13.16	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Seated Bather</i> , c. 1883-84. Oil on canvas, 47 1/8 × 36 5/8 in. 1951.59	Lender
13.17	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Seated Bather (Baigneuse assise)</i> , 1914. Oil on canvas, 31 7/8 × 26 7/8 in. 1945.27	Lender
13.18	painting	Pablo Picasso (Spanish, 1881–1973), <i>Nude under a Pine Tree</i>, January 20, 1959. Oil on canvas, 76 3/8 × 110 1/8 in. 1965.687	Esther Bell, Chief Curator, Clark Art Institute
13.19	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Bathers Playing with a Crab (Les trois baigneuses au crabe)</i> , c. 1897. Oil on fabric, 21 1/2 × 25 7/8 in. 1939.269	Lender
13.20	sculpture	Pierre-Auguste Renoir (French, 1841–1919), <i>Large Washerwoman (La Laveuse)</i> , 1917. Bronze, 48 × 50 1/2 × 30 in. 1952-84-1	Lender - updated 1/17/19
13.21	relief sculpture	Pierre-Auguste Renoir (French, 1841–1919), <i>Dancer with Tambourine</i> , c. 1918-19. Terracotta, 23 × 16 3/8 in. 1991-183-2	Esther Bell, Chief Curator, Clark Art Institute
13.22	relief sculpture	Pierre-Auguste Renoir (French, 1841–1919), <i>Pipe Player</i> , c. 1918-19. Terracotta, 23 1/8 × 16 5/8 in. 1991-183-1	Esther Bell, Chief Curator, Clark Art Institute

13.23	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Young Shepherd in Repose (Portrait of Alexander Thurneyssen)</i> , 1911. Oil on canvas, 28 3/4 × 35 7/8 in. 45.199		Lender	
13.24	sculpture	Pierre-Auguste Renoir (French, 1841–1919), <i>Small Victorious Venus</i> , 1913. Bronze, 33 1/2 × 9 × 9 in. 56.259		Lender	
13.25	painting	Pierre-Auguste Renoir (French, 1841–1919), <i>Seated Bather</i> , 1903/1906. Oil on canvas, 45 3/4 × 35 in. 70.177		Lender - updated 1/17/19	
13.26	painting	Gustave Courbet (French, 1819–1877), <i>Bather Sleeping by a Brook</i> , 1845. Oil on canvas, 32 × 25 1/2 in. 27.202		Lender - updated 1/17/19	
13.27	painting	Ferdinand-Victor-Eugène Delacroix (French, 1798–1863), <i>Andromeda</i> , 1852. Oil on canvas, 13 × 9 7/8 in. 85.1		Lender	
13.28	painting	Hilaire-Germain-Edgar Degas (French, 1834–1917), <i>Woman Brushing Her Hair</i> , c.1884. Oil on canvas, 29 1/4 × 23 7/8 in.		Lender	
13.29	painting	Pablo Picasso (Spanish, 1881–1973), <i>Nude Combing Her Hair</i> , 1906. Oil on canvas, 41 1/2 × 32 in. AP 1982.06		Lender	
13.30	painting	Jean-Auguste-Dominique Ingres (French, 1780–1867), <i>The Small Bather</i> , 1826. Oil on canvas, 12 7/8 × 9 7/8 in.		Lender	
13.31	sculpture	Aristide Maillol (French, 1861–1944), <i>The Three Nymphs</i> , 1930-38, cast 1939. Lead, 63 × 57 × 31 1/4 in. MM.69.05		Lender	
13.32	painting	Gustave Courbet (French, 1819–1877), <i>Woman Before a Mirror</i> , 1860. Oil on canvas, 25 3/8 × 21 1/4 in.		Lender - updated 1/17/19	
13.33	painting	Gustave Courbet (French, 1819–1877), <i>Bather</i> , c. 1866. Oil on canvas, 35 3/8 × 28 3/8 in.		Lender - updated 1/17/19	

				TOTAL APPROVED INDEMNITY FOR QUESTION 13	\$207,350,000
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				TOTAL APPROVED INDEMNITY FOR QUESTIONS 12 AND 13	\$376,078,938
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**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Renoir: The Body, The Senses
F-1410-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Sterling and Francine Clark Art Institute, the participating institution, Kimbell Art Museum, and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$376,078,938 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: May 6, 2019 to February 28, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$300,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$300,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Three draped figures with hands joined (recto); Two robed figures bending forward, in profile to the right (verso) 1496-1503 Pen and brown ink 10 9/16 x 7 5/8 in. Inv. # A022			Lender	
12.2	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Male nude, turning to the right (recto); Composition sketch with Judith and Holophernes (verso) 1504 or 1506 (recto); 1506-08 (verso) Black chalk 15 7/8 x 8 13/16 in. Inv. # A018			Lender	
12.3	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Study of a striding male nude, to the left; studies of anatomical details (recto); Study of torso and left leg of a male nude; separate studies of the left leg (verso) 1504 or 1506 (recto); 1525-30 (verso) Black chalk 15 7/8 x 10 1/8 in. Inv. # A019			Lender	
12.4	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Seated male nude; separate study of his right arm (recto); Studies of figures and limbs; figure sketches (verso) 1511 Red chalk, heightened with white 10 15/16 x 8 3/8 in. Inv. # A027			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value									
12.5	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Male head in profile, studies of limbs (recto); Study of male torso; various figure studies (verso) 1511 Red chalk 11 5/8 x 7 5/8 in. Inv. # A020</p>			Lender										
12.6	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Studies of arms and hands (recto); Study of male torso; various figure studies (verso) 1513-14 (recto); 1518 (verso) Pen and brown ink, red chalk 11 3/16 x 8 1/8 in. Inv. # A028</p>						Lender							
12.7	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Studies of the upper body of a man and separate studies of an arm, a hand and an ear; sketch of a tree (recto); Fragmentary cartoon of a male head; upper body of a man; study of a crouching figure (verso) 1511-12 Two shades of red chalk, some black chalk (recto); black chalk, red chalk (verso) 9 7/8 x 8 1/16 in. Inv. # A016</p>									Lender				
12.8	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Standing man, a woman hoeing 1517-23 Pen and brown ink, black chalk over extensive preparatory work with the stylus 8 1/4 x 9 1/8 in. Inv. # A017</p>												Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.9	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Study of a male nude; separate study of his head (recto); Male nude, seen on the back (verso) c. 1537-38 Black chalk 9 1/2 x 7 1/8 in. Inv. # A023</p>			Lender	
12.10	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) A man abducting a woman (recto); A man abducting a woman (tracing) (verso) 1530-34 Black chalk 4 9/16 x 3 13/16 x in. Inv. # A024</p>			Lender	
12.11	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Studies for a deposition from the cross (recto); Woman bending forward; five heads (after Giotto) (verso) 1530-34? Red chalk over stylus underdrawing (recto); Red chalk, traces of black chalk (verso) 10 11/16 x 7 1/2 in. Inv. # A025</p>			Lender	
12.12	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Section through the dome of Saint Peter's with alternative designs for the lantern; figure sketches (recto); Groundplan of the lantern's base with volutes; figure studies (verso) 1547-1554 or 1558-1561 (architecture); 1556-59 (figure sketches) Black chalk, some lines drawn with a stylus (recto); black chalk (verso) 15 11/16 x 9 1/4 in. Inv. # A029</p>			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.13	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Study for a portal 1560-64 Black chalk 2 15/16 x 1 7/8 in. Inv. # A029bis			Lender	
12.14	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Study of the back and left arm of a male nude (recto); Study of the right shoulder, seen on the back (verso) 1523-24 Black chalk (recto); red chalk (verso) 7 1/2 x 10 1/16 in. Inv. # A030			Lender	
12.15	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Six figures in attitudes of fear and terror (recto); Sketch of headless figure, striding to the right (verso) c. 1517-18 to c. 1535 (recto); c. 1517 to c. 1535 (verso) Red chalk 4 5/16 x 7 5/8 in. Inv. # A031			Lender	
12.16	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Aeneas summoned to leave Dido; architectural studies (recto); Studies of a prophet or evangelist; architectural studies; sketch of a male torso (verso) c. 1555 (recto); c. 1556-58 (verso) Black chalk (recto); black chalk, brush and light brown wash (verso) 7 1/16 x 5 5/16 in. Inv. # A032			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value						
12.17	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Studies of a left leg and four studies of a knee (recto); Architectural studies (verso) 1523-24 (recto); 1524 (verso) Black chalk (recto); pen and brown ink (verso) 8 1/16 x 9 3/4 in. Inv. # A033 bis</p>			Lender							
12.18	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Study of a left leg (recto); Architectural studies (verso) 1524 Black chalk; Verso: Pen and brown ink, black chalk 8 1/8 x 9 11/16 in. Inv. # A033</p>						Lender				
12.19	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Three studies of a left arm and shoulder, seen from the back 1523-24 Black chalk 10 1/2 x 6 1/4 in. Inv. # A036</p>									Lender	
12.20	Drawing	<p>Michelangelo Buonarroti (Italian, 1475-1564) Four studies, including two for a crucified figure (recto); Crucified figure (tracing); architectural profiles; figure sketches (verso) 1530-34 (recto); 1530-1545 (verso) Black chalk (recto); black and red chalk (verso) 13 x 9 in. Inv. # A034</p>										

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.21	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Studies of a male figure at half length, bending forward (recto); Pieta (fragmentary) (verso) c. 1535-40 (recto); c. 1550-55 (verso) Black chalk fragment a: 6 7/16 x 7 7/16 in.; fragment b: 5 3/16 x 4 9/16 in.; fragment c: 2 15/16 x 3 3/16 in. Inv. # A035			Lender	
12.22	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Studies of a bent left leg and a bent left arm (recto); Study of a kneeling male figure, from the left (verso) 1515-20 Red chalk 16 7/16 x 10 5/8 in. Inv. # A037			Lender	
12.23	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Studies of a left arm and a shoulder (recto); Four studies of a leg (verso) 1515-20 Red chalk, partly retraced with pen and brown ink (recto); red chalk, retraced with pen and brown ink (verso) 10 5/16 x 7 7/8 in. Inv. # A039			Lender	
12.24	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Studies of a neck and shoulder, from the back and side (recto); Study of a shoulder (verso) 1515-20 Red chalk 10 15/16 x 7 7/16 in. Inv. # A042			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.25	Drawing	Michelangelo Buonarroti (Italian, 1475-1564) Head of a child with a cloth around its head 1520-1564 Black chalk 9 5/16 x 6 1/4 in. Inv. # K I053	[REDACTED]		Lender	[REDACTED]
12.26	Drawing	Daniele Ricciarelli da Volterra (Italian, c. 1509-1566) Portrait of Michelangelo Buonarroti c. 1550 Black chalk 11 9/16 x 8 9/16 in. Inv. # A021				
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 12:						\$539,033,914

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Michelangelo: Mind of the Master
F-1412-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Cleveland Museum of Art, the participating institution(s) The J. Paul Getty Museum, and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$539,033,914 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: August 22, 2019 to July 7, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Cleveland - Picasso APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	painting	Pablo Picasso (Spanish, 1881-1973) Autoportrait (Self Portrait), 1901 Oil on canvas 31 7/8 x 23 5/8 in. MP4			Lender	
12.2	painting	Pablo Picasso (Spanish, 1881-1973) Nu assis (étude pour "Les Demoiselles d'Avignon"), Winter 1906 - 1907 Oil on canvas 47 5/8 x 36 13/16 in. MP10			Lender	
12.3	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Les Demoiselles d'Avignon": nu de dos aux braslevés, Spring 1907 Charcoal, gouache, and white chalk on wove paper stuck on canvas 52 3/8 x 32 1/2 in. MP12			Lender	
12.4	painting	Pablo Picasso (Spanish, 1881-1973) Homme à la guitare, Autumn 1911 Oil on canvas 60 5/8 x 30 1/2 in. MP34			Lender	
12.5	painting	Pablo Picasso (Spanish, 1881-1973) The Village Dance, 1922 Fixed pastel and oil on canvas 54 15/16 x 33 11/16 in. MP73			Lender	
12.6	drawing	Pablo Picasso (Spanish, 1881-1973) La Source, Summer 1921 Grease pencil on canvas 60 7/16 x 79 1/8 in. MP75			Lender	

Cleveland - Picasso APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.7	painting	Pablo Picasso (Spanish, 1881-1973) Le Peintre et son modèle, 1926 Oil on canvas 67 11/16 x 100 13/16 in. MP96			Lender	
12.8	drawing	Pablo Picasso (Spanish, 1881-1973) Femmes à leur toilette, Winter 1937-1938 Cut and glued wallpapers and gouache on paper mounted on canvas 117 11/16 x 176 3/8 in. MP176			Lender	
12.9	painting	Pablo Picasso (Spanish, 1881-1973) Le Déjeuner sur l'herbe d'après Manet, 3 March - 20 August 1960 Oil on canvas 51 3/16 x 76 3/4 in. MP215			Lender	
12.10	sculpture	Pablo Picasso (Spanish, 1881-1973) La Fou (The Fool), Paris, Spring 1905 Bronze 16 5/16 x 14 9/16 x 9 in. MP231			Lender	
12.11	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête de femme (Fernande), Autumn 1909 Bronze 15 15/16 x 9 1/16 x 10 1/4 in. MP243			Lender	
12.12	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête de femme, 1931-32 Bronze 50 9/16 x 21 7/16 x 24 5/8 in. MP302			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.13	sculpture	Pablo Picasso (Spanish, 1881-1973) L'Homme au mouton, March 1943 Bronze, lost wax casting by Fonderie Valsuani, Chevreuse, France 87 5/8 x 30 11/16 x 30 11/16 in. MP331			Lender	
12.14	drawing	Pablo Picasso (Spanish, 1881-1973) Bouteille sur une table, Autumn-winter 1912 Blank machine wove paper cut and pasted on newsprint with charcoal and India ink 24 7/16 x 17 5/16 in. MP369			Lender	
12.15	drawing	Pablo Picasso (Spanish, 1881-1973) Bouteille de vieux marc et journal, Spring - summer 1913 Floral wallpaper cut and pinned on watermarked "Ingres 1871" white laid paper, greasy and dry charcoal, blurring, heightened white chalk, traces of green chalk 18 11/16 x 24 7/16 in. MP373			Lender	
12.16	drawing	Pablo Picasso (Spanish, 1881-1973) Paysage de Céret, Spring-summer 1913 Colored laid paper and wallpaper, partly glued and pinned on purple laid paper, charcoal and white chalk 14 15/16 x 15 3/16 in. MP374			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.17	drawing	Pablo Picasso (Spanish, 1881-1973) Tête d'Arlequin, 1913 White laid paper, cut, glued and pinned on watermarked beige hand-laid "Ingres 1860" paper, Conté pencil and charcoal 24 11/16 x 18 1/2 in. MP377			Lender	
12.18	drawing	Pablo Picasso (Spanish, 1881-1973) Verre sur un guéridon, 1913 Floral wallpaper cut, glued, and pinned on canvas with oil paint 7 7/8 x 7 7/8 in. MP378			Lender	
12.19	drawing	Pablo Picasso (Spanish, 1881-1973) Trois verres, 1914 Graphite oil and pencil on brown wove kraft wrapping paper 11 13/16 x 6 1/8 in. MP387			Lender	
12.20	drawing	Pablo Picasso (Spanish, 1881-1973) Verre et biscuits, 1914 Oil, graphite pencil and white chalk on blue gray wove paper 7 1/2 x 8 9/16 in. MP388			Lender	
12.21	drawing	Pablo Picasso (Spanish, 1881-1973) Élément d'étude pour "Portrait de jeune fille": plume, 1914 Gouache on cut paper 8 7/8 x 5 7/8 in. MP396			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.22	drawing	Pablo Picasso (Spanish, 1881-1973) Étude académique d'un plâtre d'après l'antique, A Coruña, 1893 - 1894 Charcoal and black pencil on Canson wove drawing paper 19 5/16 x 12 3/8 in. MP405			Lender	
12.23	drawing	Pablo Picasso (Spanish, 1881-1973) L'Artiste dessinant et études de mains, 1897 - 1899 Conté pencil and eraser work on wove paper 13 1/16 x 9 3/16 in. MP410			Lender	
12.24	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Evocation" (Death of Casagemas), December 1902 Charcoal and black pencil on Canson wove drawing paper 16 7/16 x 11 7/16 in. MP442			Lender	
12.25	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Evocation" (Death of Casagemas), December 1902 Conté pencil on wove paper 9 15/16 x 12 13/16 in. MP454 R			Lender	
12.26	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "La Vie" , Spring 1903 Iron gall ink pen on textured wove paper 6 1/4 x 4 3/8 in. MP473			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.27	drawing	Pablo Picasso (Spanish, 1881-1973) Portrait de Manolo, Manuel Hugué, 1904 Lavis, watercolor, pen, and India ink on wove paper 14 11/16 x 10 1/2 in. MP482			Lender	
12.28	drawing	Pablo Picasso (Spanish, 1881-1973) Groupe de saltimbanques, 1905 Pen, black ink, and gouache wash on charcoal strokes on wove paper 7 15/16 x 12 5/16 in. MP503			Lender	
12.29	drawing	Pablo Picasso (Spanish, 1881-1973) Bouffon et acrobates, 1905 Pen, black ink and gouache on bluish gray mottled paper 9 1/4 x 6 1/8 in. MP504			Lender	
12.30	drawing	Pablo Picasso (Spanish, 1881-1973) Buste de femme, Spring 1907 Gouache, charcoal, heightened white chalk and spots of oil paint on laid drawing paper 25 x 18 7/8 in. MP542 R			Lender	
12.31	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Nu debout", Early 1908 Gouache on sketch with graphite pencil on laid drawing paper 24 5/8 x 18 13/16 in. MP568			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.32	drawing	Pablo Picasso (Spanish, 1881-1973) Maison et palmiers, Barcelona , April-May 1909 Pen and black ink on paper 6 3/4 x 5 3/16 in. MP637			Lender	
12.33	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Tête de femme" (Fernande), Summer 1909 Conté pencil, charcoal, and fading on wove paper 24 13/16 x 16 1/8 in. MP641			Lender	
12.34	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Tête de femme" (Fernande), Summer 1909 Unfixed Conté and charcoal pencil on wove paper 24 3/4 x 18 7/8 in. MP642			Lender	
12.35	drawing	Pablo Picasso (Spanish, 1881-1973) Tête d'homme, Winter 1910-1911 Charcoal and black pencil on wove paper 25 x 19 1/8 in. MP643			Lender	
12.36	drawing	Pablo Picasso (Spanish, 1881-1973), text by Max Jacob (French, 1876-1944) Figure assise (Max Jacob, Saint Matorel), Cadaques - Paris, 1910 Pen, brown ink, and lead pencil outlines with scraping on back of folded page of proof-copy of Max Jacob's Saint Matorel 12 5/16 x 17 5/16 in. MP647			Lender	

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12.37	drawing	Pablo Picasso (Spanish, 1881-1973) Guitariste, Summer - Autumn 1912 Pen, sepia-colored ink, and Conté pencil on wove drawing paper 25 5/16 x 19 5/16 in. MP680			Lender	
12.38	drawing	Pablo Picasso (Spanish, 1881-1973) Autoportrait, 1918 Graphite and charcoal pencil on wove paper 25 1/4 x 19 7/16 in. MP794			Lender	
12.39	drawing	Pablo Picasso (Spanish, 1881-1973) Portrait de Serge de Diaghilev et Alfred D. Seligsberg, Early 1919 Charcoal and stump and gummed and graphite pencil on drawing paper 25 3/4 x 19 3/4 in. MP839			Lender	
12.40	drawing	Pablo Picasso (Spanish, 1881-1973) Olga au chapeau à plume, 1920 Graphite pencil on charcoal sketch on wove drawing paper 24 x 19 5/16 in. MP902			Lender	
12.41	drawing	Pablo Picasso (Spanish, 1881-1973) Portrait d'Igor Stravinsky, 1920 Graphite and charcoal pencil on laid paper 24 9/16 x 19 1/8 in. MP911			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.42	drawing	Pablo Picasso (Spanish, 1881-1973) Portrait d'Auguste Renoir, d'après une photographie, 1919 - 1920 Graphite pencil on charcoal sketch on wove drawing paper 24 1/8 x 19 3/8 in. MP913			Lender	
12.43	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour Famille au bord de la mer , Summer 1922 Graphite on paper 19 3/16 x 25 1/4 in. MP963			Lender	
12.44	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Trois femmes à la fontaine": buste de la femme du centre, Summer 1921 charcoal, red chalk, and erasing on wove paper 25 3/16 x 19 5/16 in. MP964			Lender	
12.45	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Trois femmes à la fontaine": main gauche de la femme de droite, Summer 1921 charcoal, red chalk, and erasing on wove paper 9 5/8 x 12 5/8 in. MP967			Lender	
12.46	drawing	Pablo Picasso (Spanish, 1881-1973) Le Sculpteur et son modèle, 04 August 1931 Pen and India ink on thick laid paper 12 3/4 x 10 1/16 in. MP1052			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.47	drawing	Pablo Picasso (Spanish, 1881-1973) Tête de femme, 11 August 1931 Pen, India ink, and wash on laid drawing paper 13 x 10 1/8 in. MP1056			Lender	
12.48	drawing	Pablo Picasso (Spanish, 1881-1973) Tête de femme, 13 August 1931 Pen, India ink, and wash on thick laid paper 12 13/16 x 9 7/8 in. MP1057			Lender	
12.49	drawing	Pablo Picasso (Spanish, 1881-1973) L'Atelier du sculpteur, 4 December 1931 Pen and India ink on thick wove paper 13 x 10 1/4 in. MP1064			Lender	
12.50	drawing	Pablo Picasso (Spanish, 1881-1973) Tête de femme de profil, 5 December 1931 Pen and India ink on fine wove paper 13 x 10 3/16 in. MP1065			Lender	
12.51	drawing	Pablo Picasso (Spanish, 1881-1973) Tête de femme de profil, 5 December 1931 Pen and India ink on fine wove paper 12 7/8 x 10 1/16 in. MP1067			Lender	
12.52	drawing	Pablo Picasso (Spanish, 1881-1973) Minotaure, 1933 Charcoal and stump on wove paper 20 3/16 x 13 9/16 in. MP1117			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.53	drawing	Pablo Picasso (Spanish, 1881-1973) Minotaure et jument morte devant une grotte face à une jeune fille au voile, 6 May 1936 Gouache, pen, ink and incisions on wove paper 19 13/16 x 25 13/16 in. MP1163			Lender	
12.54	drawing	Pablo Picasso (Spanish, 1881-1973) La Dépouille du Minotaure en costume d'Arlequin, 28 May 1936 Gouache, pen and ink on thick watercolor paper 17 5/8 x 21 7/16 in. MP1166			Lender	
12.55	drawing	Pablo Picasso (Spanish, 1881-1973) Personnage tenant une faucille et un marteau, 1937 Graphite pencil, pen, and black ink on a newspaper sheet "Paris-Evening" of April 19th, 1937 23 5/8 x 16 15/16 in. MP1177			Lender	
12.56	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "L'Atelier: le peintre et son modèle": bras tenant une faucille et un marteau, 19 April 1937 Pen and India ink on blue wove paper 7 1/16 x 11 in. MP1190			Lender	
12.57	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "L'Homme au mouton": femme nue, 19 September 1942 Chinese ink and wash on wove paper 26 3/4 x 17 9/16 in. MP1306			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.58	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "L'Homme au mouton", 13 February 1943 Pen, India ink, wash and white gouache on laid Japanese cream paper 25 5/16 x 19 5/8 in. MP1314 (r)			Lender	
12.59	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "L'Homme au mouton", 19 February 1943 Chinese ink and wash on wove paper 26 x 19 3/4 in. MP1315			Lender	
12.60	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "L'Homme au mouton", 27-29 April 1943 Graphite pencil, India ink, scratching on wove drawing paper 26 x 19 11/16 in. MP1318			Lender	
12.61	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "L'Homme au mouton", 30 March 1943 Pen and India ink and wash on two sheets of wove drawing paper 51 3/8 x 19 15/16 in. MP1319			Lender	
12.62	drawing	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 21 December 1954 Pen and India ink on laid paper 13 3/4 x 12 5/16 in. MP1431			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.63	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour Les Femmes d'Alger d'après Delacroix, 25 December 1954 Pen and India ink on paper 8 1/4 x 10 5/8 in. MP1436			Lender	
12.64	drawing	Pablo Picasso (Spanish, 1881-1973) Mousquetaire à la guitare et tête de profil, 4 November 1972 Crayon on cardboard 12 13/16 x 19 11/16 in. MP1545			Lender	
12.65	drawing	Pablo Picasso (Spanish, 1881-1973) Études pour le rideau de scène du ballet Parade: personnage féminin de droite, chapeau et bras du marin, 1916-17 Gouache and pencil graphite on wove paper 10 13/16 x 8 1/8 in. MP1558			Lender	
12.66	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour le décor du ballet Parade, 1916-17 Graphite pencil on fine wove paper 8 14/16 x 10 15/16 in. MP1560			Lender	
12.67	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour le décor du ballet Parade, 1916-17 Gouache and pencil graphite on wove paper 4 13/16 x 5 1/2 in. MP1561			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.68	drawing	Pablo Picasso (Spanish, 1881-1973) Projet pour un costume d'acrobate du ballet Parade, 1916-17 Watercolor and pencil graphite on white wove paper 11 x 8 1/4 in. MP1573			Lender	
12.69	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour le ballet Parade: maquillage du prestidigitateur chinois, 1916-17 Graphite pencil and watercolor on white wove paper 11 1/8 x 8 1/8 in. MP1576			Lender	
12.70	drawing	Pablo Picasso (Spanish, 1881-1973) Études pour le ballet Parade: décor et costumes de manager, 1916-17 Graphite pencil on fine wove paper 10 15/16 x 8 13/16 in. MP1602			Lender	
12.71	sculpture	Pablo Picasso (Spanish, 1881-1973) Le Déjeuner sur l'herbe: Femme assise, 26 August 1962 Graphite pencil on cut and folded cardboard 13 1/2 x 9 13/16 in. MP1831			Lender	

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12.72	sculpture	Pablo Picasso (Spanish, 1881-1973) Le Déjeuner sur l'herbe: Homme assis accoudé, 26 August 1962 Assembly of two gray and brown cardboard elements, cut and folded, with graphite pencil and red pencil 8 7/16 x 10 5/8 x 3 9/16 in. MP1832 (1et2)			Lender	
12.73	sculpture	Pablo Picasso (Spanish, 1881-1973) Le Déjeuner sur l'herbe: Femme au bain, 26 August 1962 Graphite pencil on cut and folded cardboard 9 1/16 x 8 7/16 in. MP1834			Lender	
12.74	sculpture	Pablo Picasso (Spanish, 1881-1973) Le Déjeuner sur l'herbe: Femme assise, 27 August 1962 Graphite pencil on cut and folded cardboard 10.3125 x 7 7/8 in. MP1838			Lender	
12.75	sketchbook	Pablo Picasso (Spanish, 1881-1973) Études pour Les Demoiselles d'Avignon, March-July 1907 Black pencil on beige Ingres paper Sketchbook consisting of 50 sheets with 100 full-page drawings; page 2 recto to be displayed 7 11/16 x 9 9/16 x 9/16 in. MP1861			Lender	

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12.76	sketchbook	Pablo Picasso (Spanish, 1881-1973) Bustes des quatre personnages pour Le déjeuner sur l'herbe (d'après Manet, June 26, 1954) Graphite pencil, pencil wax, and pencil felt on beige paper Paper-covered notebook with 5 pages of pencil drawings; page 5 recto to be displayed 8 1/4 x 10 5/8 in. MP1882			Lender							
12.77	sketchbook	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 15 November - 5 December 1954 Graphite pencil on beige Ingres paper Spiral-bound cardboard-covered notebook with 31 pages of ink and pencil drawings; page 21 recto to be displayed 10 5/8 x 8 1/4 in. MP1883						Lender				
12.78	print	Pablo Picasso (Spanish, 1881-1973) Tête de femme, de profil, February 1905 Drypoint on laid paper; edition of 12 Printed by Eugène Delâtre (French, 1864-1938) 24 3/16 x 17 9/16 in. MP1894									Lender	
12.79	print	Pablo Picasso (Spanish, 1881-1973) Les Saltimbanques, Spring-summer 1905 Drypoint, 2nd state. Proof on laid paper Printed by Eugène Delâtre (French, 1864-1938) 17 5/16 x 27 1/8 in. MP1896										

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.80	print	Pablo Picasso (Spanish, 1881-1973) Minotaure caressant du mufle la main d'une dormeuse (Suite Vollard), 18 June 1933 - end of 1934 Drypoint proof on Montval laid paper; 2nd state 15 3/16 x 19 7/8 in. MP1982-152			Lender	
12.81	print	Pablo Picasso (Spanish, 1881-1973) Minotaure aveugle guidé par Marie-Thérèse au pigeon dans une nuit étoilée (Suite Vollard), 3 December 1934 - 1 January 1935 Aquatint and drypoint proof on laid paper; 4th state; annotated bon à tirer 15 1/4 x 19 11/16 in. MP1982-156			Lender	
12.82	sculpture	Pablo Picasso (Spanish, 1881-1973) Empreinte de papier froissé, 1934 Plaster 4 5/16 x 12 3/8 x 9 1/2 in. MP1983-2			Lender	
12.83	drawing	Pablo Picasso (Spanish, 1881-1973) Femme nue allongée, Summer 1955 Wallpapers and yellowed wove paper cut and pinned on prepared canvas, oil, charcoal, smudging and peeling 31 1/2 x 74 13/16 in. MP1990-27			Lender	
12.84	painting	Pablo Picasso (Spanish, 1881-1973) Piero à la presse, 16 January 1969 Oil on canvas 63 3/4 x 38 in. MP1990-34			Lender	

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12.85	drawing	Pablo Picasso (Spanish, 1881-1973) Tête de femme, November 4, 1941 Oil on a page of the newspaper "Paris-soir" 23 5/8 x 16 15/16 in. MP1990-72			Lender	
12.86	drawing	Pablo Picasso (Spanish, 1881-1973) Verre, bouteille de vin, paquet de tabac, journal, March 1914 Gouache white laid paper, greenish-brown wove paper, imitation green watercolor laid paper, fake marble, newsprint, pack of tobacco with printed white stripe, cut and stuck on white laid paper watermarked "Ingres 1871", charcoal, pencil, graphite, blue pencil and heightened white watercolor 19 5/16 x 25 3/16 in. MP1997-1			Lender	
12.87	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête de chien, 1943 Torn, burned, and creased paper 4 1/8 x 7 5/8 in. MP1998-2			Lender	
12.88	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête, 1943 Torn and burned paper 1 1/8 x 1 11/16 in. MP1998-5			Lender	
12.89	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête de chien (le bichon blanc), 1943 Wadded, torn and burned paper from a napkin 3 15/16 x 10 5/8 in. MP1998-7			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.90	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête de mort, 1943 Torn and scratched paper 6 7/16 x 5 15/16 in. MP1998-12			Lender	
12.91	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête de mort, 1943 Torn and scratched paper 6 5/8 x 5 7/16 in. MP1998-13			Lender	
12.92	sculpture	Pablo Picasso (Spanish, 1881-1973) Chèvre, 1943 Ripped paper 14 15/16 x 6 5/16 in. MP1998-14			Lender	
12.93	sculpture	Pablo Picasso (Spanish, 1881-1973) Gant, 1943 Torn and scratched paper 9 1/16 x 2 13/16 in. MP1998-15			Lender	
12.94	sculpture	Pablo Picasso (Spanish, 1881-1973) Farandole, 1943 Folded and torn paper 2 11/16 x 8 3/8 in. MP1998-16			Lender	
12.95	sculpture	Pablo Picasso (Spanish, 1881-1973) Masque, 1943 Torn and burned paper 1 x 2 6/8 in. MP1998-17			Lender	

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12.96	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête d'oiseau, 1943 Ripped paper 2 1/16 x 2 5/8 in. MP1998-18			Lender	
12.97	sculpture	Pablo Picasso (Spanish, 1881-1973) Couteau et fourchette, 1943 cut and torn paper 12 5/16 x 6 15/16 in. MP1998-19			Lender	
12.98	sculpture	Pablo Picasso (Spanish, 1881-1973) Masque, 1943 Fragment of printed and ripped paper tablecloth 12 11/16 x 9 15/16 in. MP1998-24			Lender	
12.99	print	Pablo Picasso (Spanish, 1881-1973) Sculpture. Tête de Marie-Thérèse, 18 February 1933 Dry point and scraper proof on Arches laid paper; 19th state 13 5/8 x 10 1/8 in. MP2358			Lender	
12.100	print	Pablo Picasso (Spanish, 1881-1973) Sueño y mentira de Franco (Planche I), 08 January 1937 Etching, sugar-lift aquatint on copper; 2nd state; proof on Montval laid paper 15 3/16 x 22 9/16 in. MP2751			Lender	

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12.101	print	Pablo Picasso (Spanish, 1881-1973) Sueño y mentira de Franco (Planche II), 8 January - 7 June 1937 Etching, sugar-lift aquatint and scraper on copper; 5th state; proof on Montval laid paper 15 3/16 x 22 1/2 in. MP2754			Lender	
12.102	print	Pablo Picasso (Spanish, 1881-1973) Femmes d'Alger, d'après Delacroix (3rd state: IX), 31 January 1955 Sugar-lift aquatint, dry point, scraper, and chisel on copper; 3rd state; on Arches wove paper Printed by Atelier Lacourière et Frélaut, Paris, France 12 13/16 x 17 1/8 in. MP3025			Lender	
12.103	print	Pablo Picasso (Spanish, 1881-1973) La Célestine, 11 April - 18 August 1968 Etching, aquatint, scraper and dry point proof on Rives wove paper 29 3/16 x 40 15/16 in. MP3053			Lender	
12.104	print	Pablo Picasso (Spanish, 1881-1973) Les Coulisses du tableau. Odalisque et peintre (Suite 156), 15 January - 6 February 1970 Etching, scraper and dry point proof on Rives wove paper; 8th state Printed by Atelier Piero Crommelynck, Paris, France 16 5/8 x 19 11/16 in. MP3075			Lender	

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12.105	print	Pablo Picasso (Spanish, 1881-1973) Spectacle. L'Amour s'aventurant chez les femmes (Suite 156), 11 February - 30 March 1970 Etching, scraper and dry point on Rives wove paper; 8th state Printed by Atelier Piero Crommelynck, Paris, France 22 1/4 x 26 7/8 in. MP3107			Lender	
12.106	print	Pablo Picasso (Spanish, 1881-1973) La Patronne faiseuse d'anges, avec trois filles. Degas aux mains dans le dos (Suite 156), 1-4 May 1971 Dry point and scraper on copper, 2nd state Printed by Atelier Piero Crommelynck, Paris, France 19 11/16 x 25 11/16 in. MP3134			Lender	
12.107	print	Pablo Picasso (Spanish, 1881-1973) Visage (Marie-Thérèse), 1928 Lithographic pencil on stone. Artist proof on japan paper 20 9/16 x 13 in. MP3277			Lender	

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12.108	print	Pablo Picasso (Spanish, 1881-1973) Variation sur "Le Déjeuner sur l'herbe" de Manet (3rd state), 4 July - 6 December 1961 Linoleum engraved with gouge; proof on Arches wove paper, drawn in two passages, in blue-gray, then black; 3rd state Printed by Imprimerie Arnera, Vallauris, France 24 5/16 x 29 5/8 in. MP3486			Lender	
12.109	print	Pablo Picasso (Spanish, 1881-1973) Variation sur "Le Déjeuner sur l'herbe" de Manet (1st state), 4 July 1961 Linoleum engraved with gouge. Tray Main 1st state. Artist proof on Arches wove paper with watermark "ARCHES", shot in black by Arnera, signed, Louise Leiris gallery edition 1963 Printed by Imprimerie Arnera, Vallauris, France 24 7/16 x 29 5/8 in. MP3487			Lender	
12.110	print	Pablo Picasso (Spanish, 1881-1973) "Le Déjeuner sur l'herbe" d'après Manet. I, 26 January - 13 March 1962 Linoleum engraved with gouge; 5th state; artist proof on Arches wove paper Printed by Imprimerie Arnera, Vallauris, France 24 7/16 x 29 5/8 in. MP3488			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.111	print	Pablo Picasso (Spanish, 1881-1973) "Le Déjeuner sur l'herbe" d'après Manet. I, 26-30 January 1962 Linoleum engraved with gouge; 1st state; proof on Arches wove paper drawn in two passages, in dark purple then in white cream Printed by Imprimerie Arnera, Vallauris, France 24 7/16 x 29 5/8 in. MP3489			Lender	
12.112	print	Pablo Picasso (Spanish, 1881-1973) Variation sur "Le Déjeuner sur l'herbe" de Manet, 4 July-24 November 1961 Linoleum engraved with gouge and glued on a blockboard 21 1/16 x 25 3/16 x 7/8 in. MP3550			Lender	
12.113	drawing	Pablo Picasso (Spanish, 1881-1973) Guitare, Spring 1926 Ropes, newspaper, mop, and nails on painted canvas 37 13/16 x 51 3/16 in. MP87			Lender	
12.114	drawing	Pablo Picasso (Spanish, 1881-1973) Guitare, 30 April 1926 Tulle, cardboard painted with ink, string, and braid on cardboard 5 9/16 x 3 3/4 in. MP89			Lender	
12.115	drawing	Pablo Picasso (Spanish, 1881-1973) Guitare, May 1926 Tulle, string, button, and pencil on cardboard 5 1/2 x 3 15/16 in. MP93			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.116	sculpture	Pablo Picasso (Spanish, 1881-1973) Guitare, December 1912 cardboard, glued paper, canvas, string, oil and pencil lines 13 x 6 11/16 x 2 1/8 in. MP244			Lender	
12.117	drawing	Pablo Picasso (Spanish, 1881-1973) Violon, Autumn-winter 1912 Paper cut and pasted in the inside of a sheet of old white antique paper watermarked "The Schoolboy, C.F." folded in half, with pencil highlights 12 3/8 x 9 7/16 MP370			Lender	
12.118	drawing	Pablo Picasso (Spanish, 1881-1973) Guitare, Spring 1913 colored laid paper, black paper, white Ingres paper, wallpaper, and newsprint cut and pasted on cardboard with Ingres blue laid paper, charcoal and graphite pencil 16 15/16 x 13 in. MP372			Lender	
12.119	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "Les Demoiselles d'Avignon": femme nue écartant un rideau, May-June 1907 Charcoal and stump on laid paper 24 13/16 x 18 7/8 in. MP541			Lender	
12.120	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "L'Amitié", Winter 1907-1908 Gouache on charcoal sketch on laid paper 24 5/8 x 19 in. MP559			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12.121	drawing	Pablo Picasso (Spanish, 1881-1973) Projet pour le rideau de scène du ballet Parade, Feb-March 1917 Graphite and watercolor pencil on wove paper with canvas texture 10 7/8 x 15 3/4 in. MP1557	[REDACTED]	[REDACTED]	Lender	[REDACTED]			
12.122	drawing	Pablo Picasso (Spanish, 1881-1973) Guitar, 1912 Cardboard, charcoal, graphite, colored paper, kraft paper, newsprint, wallpaper, glued paper, wove, yard 25 9/16 x 19 11/16 in. MP367						Lender	
12.123	drawing	Pablo Picasso (Spanish, 1881-1973) Le Salon de l'artiste rue La Boétie: Jean Cocteau, Olga, Erik Satie, Clive Bell, 21 November 1919 Graphite pencil on wove paper 19 5/16 x 24 1/8 in. MP869						Lender	
12.124	drawing	Pablo Picasso (Spanish, 1881-1973) The Artist's Father, 1896 Wash and watercolor on paper 6 1/2 x 5 7/8 in. MPB110.307 CMA only						Lender	
12.125	drawing	Pablo Picasso (Spanish, 1881-1973) Portrait de Josefa Sabastia Membrado, November 1898 Conté pencil on Canson wove paper 12 5/8 x 9 5/8 in. MP415 (r)						Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.126	drawing	Pablo Picasso (Spanish, 1881-1973) Head of a Boy, 1902 Conté crayon and charcoal on paper 12 5/16 x 9 1/4 in. MPB110.529 CMA only			Lender	
12.127	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour L'étreinte, 1903 Graphite pencil, fading, and scraping on textured wove paper 13 7/16 x 6 13/16 in. MP474			Lender	
12.128	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour "La Vie", Spring 1903 Conté crayon on paper 5 11/16 x 3 3/4 in. MPB110.507 CMA only			Lender	
12.129	drawing	Pablo Picasso (Spanish, 1881-1973) Les Amants, August 1904 Watercolor, pen, brown ink and heightened charcoal on wove paper 14 5/8 x 10 1/2 in. MP483			Lender	
12.130	sketchbook	Pablo Picasso (Spanish, 1881-1973) The Harem, la toilette (Étude), Paris - Gosol, Spring - Summer 1906 Graphite pencil and gouache on paper Sketchbook consisting of 70 sheets with 67 full-page drawings; page 52 recto be displayed 6 7/8 x 4 3/4 in. MP1857			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.131	drawing	Pablo Picasso (Spanish, 1881-1973) Paysage, 1906 Gouache and black pencil on laid drawing paper 18 11/16 x 24 3/16 in. MP489			Lender	
12.132	drawing	Pablo Picasso (Spanish, 1881-1973) Les Deux Frères, Summer 1906 Gouache on cardboard 31 1/2 x 23 1/4 in. MP7			Lender	
12.133	drawing	Pablo Picasso (Spanish, 1881-1973) Composition: Peasants, 1906 Gouache on paper 27 9/16 x 19 11/16 in. RF 1963-76 CMA only			Lender	
12.134	sketchbook	Pablo Picasso (Spanish, 1881-1973) Études pour Les Demoiselles d'Avignon, May-early July 1907 Watercolor, graphite pencil, pen and purple ink on white laid paper Sketchbook consisting of 15 sheets with 21 full-page drawings; page 6 recto to be displayed 6 7/8 x 8 13/16 in. MP1990-95			Lender	
12.135	painting	Pablo Picasso (Spanish, 1881-1973) Buste de femme ou de marin, Spring 1907 Oil on cardboard 23 1/16 x 14 1/4 in. MP15			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.136	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour Carnaval au bistrot, 1909 Gouache on sketch with graphite pencil on laid paper 9 7/16 x 10 13/16 in. MP623			Lender	
12.137	drawing	Pablo Picasso (Spanish, 1881-1973) Études, flacon, boîte et pomme, 1908 Black pencil and India ink on laid drawing paper 12 3/8 x 9 5/16 in. MP640 CMA only			Lender	
12.138	drawing	Pablo Picasso (Spanish, 1881-1973) Trois natures mortes , 1914 Pen and brown ink on wove paper 14 15/16 x 19 1/2 in. MP743			Lender	
12.139	drawing	Pablo Picasso (Spanish, 1881-1973) Homme attablé, 1914 pencil on laid paper 12 3/16 x 9 3/8 in. MP745 CMA only			Lender	
12.140	drawing	Pablo Picasso (Spanish, 1881-1973) Études: les managers à cheval du ballet Parade et nature morte sur un guéridon devant une fenêtre ouverte, 1917-19 Graphite pencil on wove drawing paper 12 3/16 x 6 1/8 in. MP1583			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.141	sketchbook	Pablo Picasso (Spanish, 1881-1973) Head of a Woman, 1922 Charcoal on Ingres paper Sketchbook consisting of 37 pages with 37 charcoal drawings; page 9 recto to be displayed 11 5/8 x 9 3/16 in. MP1868			ender	
12.142	sketchbook	Pablo Picasso (Spanish, 1881-1973) Bather and Beach Cabin, 11-24 September 1927 Graphite pencil on Ingres paper Sketchbook consisting of 53 sheets with 14 full page drawings; page 2 recto to be displayed 12 3/16 x 9 1/4 in. MP1990-107			ender	
12.143	sketchbook	Pablo Picasso (Spanish, 1881-1973) Study for "Figure", 20 March 1928 Pen and India ink on paper Sketchbook consisting of 50 sheets with 50 full-page drawings; page 28 recto to be displayed 10 7/16 x 14 in. MP1990-108			ender	
12.144	print	Pablo Picasso (Spanish, 1881-1973) Sculpture. Tête de Marie-Thérèse, 18 February 1933 Dry point and scraper proof on laid paper; 5th state 13 9/16 x 10 3/16 in. MP2339			ender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.145	print	Pablo Picasso (Spanish, 1881-1973) Sculpture. Tête de Marie-Thérèse, 18 February 1933 Dry point and scraper proof on laid paper; 6th state 13 9/16 x 10 3/8 in. MP2340			Lender	
12.146	drawing	Pablo Picasso (Spanish, 1881-1973) L'Atelier, 1933 Graphite pencil on laid paper 10 7/16 x 13 9/16 in. MP1088			Lender	
12.147	drawing	Pablo Picasso (Spanish, 1881-1973) Tête de cheval: poems en française, 7 and 15 June 1936 Ink and gouache on paper 13 1/8 x 6 3/4 in. MP1168			Lender	
12.148	print	Pablo Picasso (Spanish, 1881-1973) La Minotaure, 1935 Etching and scraper proof on Arches wove paper; 4th state Printed by Atelier Lacourière et Frélaut, Paris, France 25 1/16 x 35 1/2 in. MP2730			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.149	print	Pablo Picasso (Spanish, 1881-1973) La Minotaure (state VII, colored), 1935 Etching, scraper, and chisel proof on Montval laid paper with colors added à la poupée; 7th state Printed by Atelier Lacourière et Frélaud, Paris, France 22 1/2 x 30 3/8 in. MP2733			Lender	
12.150	drawing	Pablo Picasso (Spanish, 1881-1973) Étude pour L'Atelier, 18 April 1937 Graphite pencil on blue wove paper 7 1/16 x 11 in. MP1178			Lender	
12.151	drawing	Pablo Picasso (Spanish, 1881-1973) D'Étude pour L'Atelier, le peintre et son modèle, 18 April 1937 Graphite pencil on blue wove paper 7 1/16 x 11 in. MP1183			Lender	
12.152	drawing	Pablo Picasso (Spanish, 1881-1973) Estudio de composición para Guernica (VII), 9 May-1937 Pencil on paper 9 7/16 x 17 13/16 in. DE00120 CMA only			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.153	drawing	Pablo Picasso (Spanish, 1881-1973) Study for the Horse. Sketch for "Guernica", 10 May 1937 Graphite and color stick on paper 9 1/2 x 18 in. DE00073 CMA only			Lender	
12.154	drawing	Pablo Picasso (Spanish, 1881-1973) Weeping Head with Handkerchief [I]. Postscript of "Guernica", 4 July 1937 ink on paper 9 1/4 x 6 3/4 in. DE00099 CMA only			Lender	
12.155	drawing	Pablo Picasso (Spanish, 1881-1973) Madre con niño muerto (1). Dibujo preparatorio para Guernica, 9 May 1937 Pencil and ink on paper 9 7/16 x 13 7/8 in. DE00065 CMA only			Lender	
12.156	print	Pablo Picasso (Spanish, 1881-1973) Weeping Woman before a Wall, October 22 1937 Drypoint, aquatint, and scraper on copper. Trial proof on Montval laid paper Printed by Atelier Lacourière et Frélaud, Paris, France 9 5/8 x 13 9/16 in. MP2762			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.157	drawing	Pablo Picasso (Spanish, 1881-1973) Dora Maar assise (Dora Maar seated), 1938 Pen and ink, watercolor, gouache and oil on paper mounted on canvas 27 1/8 x 17 1/2 in. T00341			Lender	
12.158	sketchbook	Pablo Picasso (Spanish, 1881-1973) Studies of a Skull and Teeth, Royan, September - October 1939 ink wash on paper Sketchbook consisting of 97 sheets with 109 drawings; page 4 verso to be displayed 8 9/16 x 6 11/16 in. MP1990-111			Lender	
12.159	drawing	Pablo Picasso (Spanish, 1881-1973) Crâne de mouton, 1 October 1939 Oil, wash with india ink on paper 18 1/8 x 25 1/2 in. MP1223			Lender	
12.160	sketchbook	Pablo Picasso (Spanish, 1881-1973) Seated Woman, Royan, June 7, 1940 Pen, black ink and wash on paper Sketchbook consisting of 70 sheets with 57 full-page drawings; pages 28 verso - 29 recto to be displayed 6 7/16 x 8 3/4 in. MP1877			Lender	

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12.161	sketchbook	Pablo Picasso (Spanish, 1881-1973) Femme assise dans un fauteil, Royan, May 31, 1940 Pen and India ink on Ingres paper Sketchbook consisting of 34 sheets with 40 full-page drawings; page 3 recto to be displayed 16 1/4 x 12 in. MP1880			Lender	
12.162	drawing	Pablo Picasso (Spanish, 1881-1973) Femme assise la main gauche sur la joue, December 1939 India ink and gouache on wove drawing paper 18 3/16 x 15 1/16 in. MP1224			Lender	
12.163	drawing	Pablo Picasso (Spanish, 1881-1973) Femme assise aux bras levés, February 1940 Twine and pieces of painted cardboard sewn on oil-painted cardboard 5 7/8 x 4 3/4 in. MP186			Lender	
12.164	drawing	Pablo Picasso (Spanish, 1881-1973) Étude L'Aubade, 5-6 January 1942 Gouache on thick wove paper 11 15/16 x 15 15/16 in. MP1283			Lender	
12.165	print	Pablo Picasso (Spanish, 1881-1973) Le Pichet noir et la tête de mort, 1946 Lithograph on paper 12 11/16 x 17 5/16 in. P11365			Lender	

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12.166	drawing	Pablo Picasso (Spanish, 1881-1973) Seated Nude with Crossed Arms, 1902 Pen, brown ink, wash and scratches on ovoid wove paper mounted on open edges on rectangular wove paper 8 7/16 x 6 11/16 in. MP460			Lender	
12.167	drawing	Pablo Picasso (Spanish, 1881-1973) Auto-Portrait, 30 December 1906 Black pencil on piece of newspaper Le Matin, 30 December 1906 9 5/16 x 5 5/16 in. MP527			Lender	
12.168	drawing	Pablo Picasso (Spanish, 1881-1973) Sept mousquetaires, 14 May 1972 Ink and wash on paper 9 1/16 x 14 in. MP1539			Lender	
12.169	drawing	Pablo Picasso (Spanish, 1881-1973) Oiseau en cage, Winter 1918-1919 cardboard, charcoal, tarred paper, glued paper 17 11/16 x 23 7/16 in. MP381			Lender	
12.170	drawing	Pablo Picasso (Spanish, 1881-1973) Portrait de Françoise, 20 May 1946 Graphite pencil, three-color pencil and charcoal blurred on wove drawing paper 26 x 20 in. MP1351			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.171	sketchbook	Pablo Picasso (Spanish, 1881-1973) Scene de Corrida, April 3, 1959 ink and wash on paper Sketchbook consisting of 30 sheets with 30 drawings; page 10 recto to be displayed 14 9/16 x 10 5/8 in. MP1990-113			Lender	
12.172	drawing	Pablo Picasso (Spanish, 1881-1973) Humorous composition - Jaume Sabartes and Neile Adams, 4 December 1957 Brush and India ink on cut magazine printed paper 14 x 10 1/4 in., 28 3/4 x 22 13/16 in. MPB 70.674 CMA only			Lender	
12.173	print	Pablo Picasso (Spanish, 1881-1973) Torero de dos, 1900 Woodcut; proof on wove drawing paper, drawn in red-pink gouache 8 1/8 x 5 3/8 in. MP3174			Lender	
12.174	drawing	Pablo Picasso (Spanish, 1881-1973) À l'Atelier, Summer 1955 Felt ink on wove newspaper 21 9/16 x 28 15/16 in. MP1983-12			Lender	
12.175	drawing	Pablo Picasso (Spanish, 1881-1973) Visage, 1955 Wallpapers and yellowed wove paper cut and pinned on prepared canvas, oil, charcoal, smudging and peeling 21 5/8 x 28 3/4 in. MP1983-42			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.176	drawing	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 25 December 1954 Pen and India ink on writing paper 8 1/4 x 10 5/8 in. MP1443			Lender	
12.177	drawing	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 26 December 1954 Pen and India ink on paper 8 1/4 x 10 5/8 in. MP1439			Lender	
12.178	drawing	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 28 December 1964 Pen, India ink and wash on writing paper 10 5/8 x 8 1/4 in. MP1446			Lender	
12.179	drawing	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 2 January 1955 Pen and India ink on paper 10 5/8 x 8 1/4 in. MP1472			Lender	
12.180	drawing	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 3 January 1955 Pen and India ink on paper 10 5/8 x 8 1/4 in. MP1478			Lender	

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12.181	drawing	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 7 January 1955 Graphite pencil on fine wove paper 10 5/8 x 8 1/4 in. MP1490			Lender	
12.182	print	Pablo Picasso (Spanish, 1881-1973) Etude pour Les Femmes d'Alger d'après Delacroix, 9 January 1955 Chisel on copper; on Arches wove paper Printed by José Vilate Ruiz Fin or Atelier Lacourrière et Frélaud, Paris, France 13 1/8 x 14 7/16 in. MP3015			Lender	
12.183	print	Pablo Picasso (Spanish, 1881-1973) Femmes d'Alger, d'après Delacroix. Première variation, 20 January 1955 Point on lithographic stone; artist proof on Arches wove paper 15 1/16 x 22 5/16 in. MP3452			Lender	
12.184	painting	Pablo Picasso (Spanish, 1881-1973) Les Femmes d'Alger (version H), 25 January 1955 oil on canvas 51 1/4 x 63 7/8 in. Z.XVI:356			Lender	

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12.185	print	Pablo Picasso (Spanish, 1881-1973) Femmes d'Alger, d'après Delacroix (2nd state: VIII), 31 January 1955 sugar-lift aquatint; 2nd state; on Rives wove paper Printed by Atelier Lacourière et Frélaud, Paris, France 12 5/16 x 14 15/16 in. MP3019			ender	
12.186	print	Pablo Picasso (Spanish, 1881-1973) Femmes d'Alger, d'après Delacroix (2nd state: IX), 31 January 1955 Sugar-lift aquatint, dry point, scraper, and chisel on copper; 2nd state; on Arches wove paper Printed by Atelier Lacourière et Frélaud, Paris, France 13 3/8 x 16 15/16 in. MP3024			ender	
12.187	print	Pablo Picasso (Spanish, 1881-1973) Femmes d'Alger, d'après Delacroix. Deuxième variation, 5 February 1955 Tip and pencil smear lithograph on black stone; 2nd state; proof on wove paper 13 x 17 5/8 in. MP3454			ender	
12.188	print	Pablo Picasso (Spanish, 1881-1973) Femmes d'Alger, d'après Delacroix. Deuxième variation, 5 February 1955 Tip and pencil smear lithograph on black stone; 3rd state; proof on Arches wove paper 13 x 17 5/8 in. MP3455			ender	

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12.189	print	Pablo Picasso (Spanish, 1881-1973) Femmes d'Alger, d'après Delacroix. Deuxième variation, 5 February 1955 Tip and pencil smear lithograph on black stone; 4th state; proof on wove paper 13 1/16 x 17 5/8 in. MP3456			Lender	
12.190	sculpture	Pablo Picasso (Spanish, 1881-1973) Femme aux bras écartés, 1961 Paper cut and folded from an album sheet 15 3/4 x 10 7/16 in. MP1830			Lender	
12.191	sketchbook	Pablo Picasso (Spanish, 1881-1973) Tete d'homme barbu, July 24, 1966 Felt pencil, colored pencil, and wax crayons on Ingres paper Sketchbook consisting of 23 sheets with 28 full-page drawings; page 1 recto to be displayed 14 1/2 x 10 5/8 in. MP1990-116			Lender	
12.192	tool	Pablo Picasso (Spanish, 1881-1973) Picasso's Printing Press, date unknown Hand press used by Picasso in California Cast iron 76 3/4 x 69 11/16 x 37 3/4 in. MP1982-4			Lender	

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12.193	print	Pablo Picasso (Spanish, 1881-1973) David, Bethsabée et le prophète Nathan, (Suite 156) Ille état, 31 March 1970 Aquatint, scraper, and dry point on Rives wove paper; 3rd state Printed by Atelier Piero Crommelynck, Paris, France 1915/16 x 21 in. MP3115			Lender	
12.194	print	Edgar Degas (French, 1834-1917) Le Client, 1879 Monotype in black ink on white paper 8 11/16 x 6 7/16 in. MP2017-49			Lender	
12.195	print	Pablo Picasso (Spanish, 1881-1973) Peintre au sabot et au chausson, avec sa toile, aquatint (Suite 156), Chausson, Avec Sa Toile, Aquatint , 1971 Aquatint proof on Rives wove paper from Rives; first state Printed by Atelier Piero Crommelynck, Paris, France 14 7/16 x 16 3/4 in. MP3147			Lender	
12.196	print	Pablo Picasso (Spanish, 1881-1973) Couple, femme et homme-chien, avec femme à la fleur VII (Suite 156), 1971 Etching, scraper and dry point proof on Rives wove paper of Rives; 6th state Printed by Atelier Piero Crommelynck, Paris, France 19 3/4 x 25 13/16 in. MP3153			Lender	

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12.197	painting	Pablo Picasso (Spanish, 1881-1973) Reclining Nude with Necklace, 1968 oil on canvas 46 1/2 x 65 1/2 in. T03670			Lender	
12.198	drawing	Pablo Picasso (Spanish, 1881-1973) Étude académique , 1893 - 1894 Charcoal and conté crayon on paper 23 1/2 x 18 1/2 in. MPB110.874 CMA only			Lender	
12.199	drawing	Pablo Picasso (Spanish, 1881-1973) poesie du 7 decembre 1935, "L'aile ronde ... ", 07 December 1935 - 1939 Ink on paper 10 1/4 x 6 7/8 in. MP3663-94			Lender	
12.200	drawing	Pablo Picasso (Spanish, 1881-1973) Poesie du 22 mars 1936 "Miette de pain ... ", 22 March 1936 Ink on paper 10 1/4 x 6 7/8 in. MP3663-148			Lender	
12.201	sculpture	Pablo Picasso (Spanish, 1881-1973) Tête de femme, 2 Décembre 1962 Lead pencil on cut-out paper 16 9/16 x 10 7/16 in. MP1850			Lender	
12.202	drawing	Pablo Picasso (Spanish, 1881-1973) The Kiss, 7 October 1967 Graphite on paper 19 7/8 x 25 13/16 in. T12203			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.203	drawing	Pablo Picasso (Spanish, 1881-1973) Dora Maar and the Minotaur, 05 September 1936 pencil, pen and ink, colored pencils and scraper on paper 15 15/16 x 28 15/16 in. MP1998-308			Lender	
12.204	print	Pablo Picasso (Spanish, 1881-1973) La Femme qui pleure. IV, 1 July 1937 Dry point, aquatint, etching and scraper on copper; 4th state; on paper 30 1/2 x 22 3/8 in. MP2747			Lender	
12.205	print	Pablo Picasso (Spanish, 1881-1973) David et Bethsabée, d'après Lucas Cranach, March 30, 1947 - April 10, 1949 Inked lithographic stone 25 13/16 x 19 5/8 in. MP3546			Lender	
12.206	drawing	Pablo Picasso (Spanish, 1881-1973) Jacqueline in the Studio, 3 November 1957 Gouache, India ink on a reproduction Spitzer stenciled from the painting "The woman in the workshop" 25 x 31 1/2 in. MP1517			Lender	
12.207	drawing	Pablo Picasso (Spanish, 1881-1973) Lettre à Gaby Lespinasse avec intérieur provençal: la salle à manger, 1916 Watercolor on paper 6 7/8 x 4 5/16 in. MP1996-4 CMA only			Lender	

Cleveland - Picasso APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.208	drawing	Pablo Picasso (Spanish, 1881-1973) Mère assise tenant un enfant sur les genoux, Golfe-Juan, Décembre 1947 pencil and graphite on wove paper 26 x 20 in. n°11684			William H. Robinson, CMA- curator	
12.209	drawing	Pablo Picasso (Spanish, 1881-1973) Femme en buste, 23 May 1903 ink on paper 9 1/8 x 6 3/4 in. D&RM 187			Lender	
12.210	drawing	Pablo Picasso (Spanish, 1881-1973) Tête de femme, 1941 Oil on a page of the newspaper "Paris soir" 23 5/8 x 16 15/16 in. 04306 CMA only			William H. Robinson, CMA- curator	
12.211	drawing	Pablo Picasso (Spanish, 1881-1973) Portrait d'homme, 1899-1900 Watercolor on paper 20 x 13 in. n°00146 CMA only			William H. Robinson, CMA- curator	
12.212	drawing	Pablo Picasso (Spanish, 1881-1973) Fillette, December 1947 pencil and graphite on wove paper 1 3/4 x 1 1/2 in. n°11687			William H. Robinson, CMA- curator	

Cleveland - Picasso APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.213	print	Pablo Picasso (Spanish, 1881-1973) Menu for Els 4 Gats, 1899-1900 Chromolithograph on paper 8 9/16 x 12 15/16 in.- MPB110.995 CMA only			Lender	
12.214	drawing	Pablo Picasso (Spanish, 1881-1973) Tete de femme, Spring 1908 - Summer 1908 Gouache, ink and charcoal on wove paper 12 1/2 x 9 3/4 in. MP2014-1-1 (r)			Lender	
12.215	sketchbook	Pablo Picasso (Spanish, 1881-1973) Étude d'après Les Femmes d'Alger de Delacroix , 10 January - 26 May 1940 Graphite pencil on paper Paper-covered graph paper notebook with 93 pages of pencil, watercolor, and ink drawings; page 3 recto to be displayed 6 1/2 x 4 1/8 in. MP1879			Lender	
12.216	printing plate	Pablo Picasso (Spanish, 1881-1973) Femme se coiffant, 11 April 1968 One of 66 copper printing plates for La Célestine 4 3/4 x 2 3/8 in. MP1985-6			Lender	
12.217	printing plate	Pablo Picasso (Spanish, 1881-1973) Vieux Clown avec une ravissante personne, 24 April 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-7			Lender	

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(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.218	printing plate	Pablo Picasso (Spanish, 1881-1973) Polichinelle avec une bicyclette d'acrobate, et odalisque au hibou, 30 April 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-8			Lender	
12.219	printing plate	Pablo Picasso (Spanish, 1881-1973) Cirque: char romain et clown, 1 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-9			Lender	
12.220	printing plate	Pablo Picasso (Spanish, 1881-1973) Vieux Faune avec une poupée vivante, 12 May 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-10			Lender	
12.221	printing plate	Pablo Picasso (Spanish, 1881-1973) Couple, hibou et odalisque à cheval (le départ de la Shunamite?), 12 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-11			Lender	
12.222	printing plate	Pablo Picasso (Spanish, 1881-1973) La Célestine en action: racolage, 14 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-12			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.223	printing plate	Pablo Picasso (Spanish, 1881-1973) La Célestine en action: le pigeon, 14 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-13			Lender	
12.224	printing plate	Pablo Picasso (Spanish, 1881-1973) La Célestine. Fuite à l'aube, 16 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-14			Lender	
12.225	printing plate	Pablo Picasso (Spanish, 1881-1973) Mille et une nuits et Célestine: la jeune esclave, 16 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-15			Lender	
12.226	printing plate	Pablo Picasso (Spanish, 1881-1973) Jeune fille, Célestine et petit maître, 16 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-16			Lender	
12.227	printing plate	Pablo Picasso (Spanish, 1881-1973) Cavalier et son valet, et jeune fille vêtue d'une mante, 16 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-17			Lender	

Cleveland - Picasso APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.228	printing plate	Pablo Picasso (Spanish, 1881-1973) La Célestine présentant ses deux pensionnaires à deux clients, 21 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-18			Lender	
12.229	printing plate	Pablo Picasso (Spanish, 1881-1973) La Célestine. Fuite, 21 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-19			Lender	
12.230	printing plate	Pablo Picasso (Spanish, 1881-1973) Couple en carrosse et pauvre piéton, 21 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-20			Lender	
12.231	printing plate	Pablo Picasso (Spanish, 1881-1973) Célestine et fille, avec un chat et un jeune client, 24 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-21			Lender	
12.232	printing plate	Pablo Picasso (Spanish, 1881-1973) Célestine, fille et vieux client, 24 May 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-22			Lender	

Cleveland - Picasso APPROVED
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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.233	printing plate	Pablo Picasso (Spanish, 1881-1973) Gentilhomme en visite chez la Célestine, 26 May 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 4 3/4 in. MP1985-23			Lender	
12.234	printing plate	Pablo Picasso (Spanish, 1881-1973) Vieux beau saluant très bas une pupille de la Célestine, 26 May 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 4 3/4 in. MP1985-24			Lender	
12.235	printing plate	Pablo Picasso (Spanish, 1881-1973) Peintre, modèle et visiteur, 27 May 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 4 3/4 in. MP1985-25			Lender	
12.236	printing plate	Pablo Picasso (Spanish, 1881-1973) Duel, avec un spectateur nu, 27 May 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 4 3/4 in. MP1985-26			Lender	
12.237	printing plate	Pablo Picasso (Spanish, 1881-1973) Une maja posant sur un piédestal, 27 June 1968 One of 66 copper printing plates for La Célestine 4 3/4 x 2 3/8 in. MP1985-27			Lender	
12.238	printing plate	Pablo Picasso (Spanish, 1881-1973) La Sérénade, 27 May 1968 One of 66 copper printing plates for La Célestine 4 3/4 x 2 3/8 in. MP1985-28			Lender	

Cleveland - Picasso APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.239	printing plate	Pablo Picasso (Spanish, 1881-1973) Homme nu assis en tailleur, et deux femmes, 27 May 1968 One of 66 copper printing plates for La Célestine 3 3/8 x 2 3/8 in. MP1985-29			Lender	
12.240	printing plate	Pablo Picasso (Spanish, 1881-1973) Odalisque, 29 May 1968 One of 66 copper printing plates for La Célestine 3 3/8 x 2 3/8 in. MP1985-30			Lender	
12.241	printing plate	Pablo Picasso (Spanish, 1881-1973) Maja et Célestine One of 66 copper printing plates for La Célestine 4 3/4 x 2 3/8 in. MP1985-31			Lender	
12.242	printing plate	Pablo Picasso (Spanish, 1881-1973) Célestine, maja et complice masculin, 27 May 1968 One of 66 copper printing plates for La Célestine 4 3/4 x 2 3/8 in. MP1985-32			Lender	
12.243	printing plate	Pablo Picasso (Spanish, 1881-1973) Maja à la robe longue, 29 May 1968 One of 66 copper printing plates for La Célestine 4 3/4 x 2 3/8 in. MP1985-33			Lender	
12.244	printing plate	Pablo Picasso (Spanish, 1881-1973) Maja à la robe courte, 29 May 1968 One of 66 copper printing plates for La Célestine 4 3/4 x 2 3/8 in. MP1985-34			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.245	printing plate	Pablo Picasso (Spanish, 1881-1973) Maja à la robe déchirée, 29 May 1968 One of 66 copper printing plates for La Célestine 4 3/4 x 2 3/8 in. MP1985-35			Lender	
12.246	printing plate	Pablo Picasso (Spanish, 1881-1973) Gentilhomme et maja, 2 June 1968 One of 66 copper printing plates for La Célestine 3 3/8 x 2 3/8 in. MP1985-36			Lender	
12.247	printing plate	Pablo Picasso (Spanish, 1881-1973) Petite infante accroupie et courtisan, 2 June 1968 One of 66 copper printing plates for La Célestine 3 3/8 x 2 3/8 in. MP1985-37			Lender	
12.248	printing plate	Pablo Picasso (Spanish, 1881-1973) Cavalier et son valet, Célestine et maja, 7 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-38			Lender	
12.249	printing plate	Pablo Picasso (Spanish, 1881-1973) Reître en levant une femme pour le compte d'un cavalier, 9 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-39			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.250	printing plate	Pablo Picasso (Spanish, 1881-1973) Enlèvement, à pied, avec la Célestine, 9 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-40			Lender	
12.251	printing plate	Pablo Picasso (Spanish, 1881-1973) Enlèvement, à cheval, 9 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-41			Lender	
12.252	printing plate	Pablo Picasso (Spanish, 1881-1973) "Mon dieu, quel homme, qu'il est petit.", 9 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-42			Lender	
12.253	printing plate	Pablo Picasso (Spanish, 1881-1973) Petit Vieux flatté par la Célestine, 9 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-43			Lender	
12.254	printing plate	Pablo Picasso (Spanish, 1881-1973) Visiteur au nez bourbonien chez la Célestine, 9 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-44			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.255	printing plate	Pablo Picasso (Spanish, 1881-1973) Jeune femme et vieux mari. Au loin l'amant cavalcade dans un jardin, 13 June 1968 One of 66 copper printing plates for La Célestine 3 3/8 x 2 3/8 in. MP1985-45			Lender	
12.256	printing plate	Pablo Picasso (Spanish, 1881-1973) Maja et cavalier, 13 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-46			Lender	
12.257	printing plate	Pablo Picasso (Spanish, 1881-1973) Peintre, ou écrivain, avec deux femmes, 13 June 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 4 3/4 in. MP1985-47			Lender	
12.258	printing plate	Pablo Picasso (Spanish, 1881-1973) Grosse prostituée sur les genoux d'un barbu, 19 June 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-48			Lender	
12.259	printing plate	Pablo Picasso (Spanish, 1881-1973) Flûtiste grec et danseuse, 20 June 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-49			Lender	

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(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.260	printing plate	Pablo Picasso (Spanish, 1881-1973) Faune flûtiste et bacchantes, 20 June 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-50			Lender	
12.261	printing plate	Pablo Picasso (Spanish, 1881-1973) Couple nu posant, 21 June 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-51			Lender	
12.262	printing plate	Pablo Picasso (Spanish, 1881-1973) Grosse prostituée et "mousquetaire", 21 June 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-52			Lender	
12.263	printing plate	Pablo Picasso (Spanish, 1881-1973) Couple et petit valet encadrés par une portière, 21 June 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-53			Lender	
12.264	printing plate	Pablo Picasso (Spanish, 1881-1973) Gros couple et petit chien, poilus, 22 June 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-54			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.265	printing plate	Pablo Picasso (Spanish, 1881-1973) Grosse prostituée et homme au béret rembranesque et au bouledogue français, 23 June 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-55			Lender	
12.266	printing plate	Pablo Picasso (Spanish, 1881-1973) Jeune femme montrant son sexe à deux courtisans grotesques prosternés, 25 June 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-56			Lender	
12.267	printing plate	Pablo Picasso (Spanish, 1881-1973) Jeune courtisane avec un gentilhomme, un sculpteur, et un vieillard alléché, 25 June 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-57			Lender	
12.268	printing plate	Pablo Picasso (Spanish, 1881-1973) Peintre peignant la nuque de son jeune modèle, 26 June 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-58			Lender	
12.269	printing plate	Pablo Picasso (Spanish, 1881-1973) Trois "mousquetaires" saluant une femme au lit, 26 June 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-59			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.270	printing plate	Pablo Picasso (Spanish, 1881-1973) La Célestine, sa protégée, et un jeune gentilhomme, 26 June 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-60			Lender	
12.271	printing plate	Pablo Picasso (Spanish, 1881-1973) Homme à la pipe assis, maja et Célestine, 20 July 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-61			Lender	
12.272	printing plate	Pablo Picasso (Spanish, 1881-1973) Conversation, 20 July 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-62			Lender	
12.273	printing plate	Pablo Picasso (Spanish, 1881-1973) Couple (royal?) posant pour un peintre en habit de cour One of 66 copper printing plates for La Célestine 3 9/16 x 4 15/16 in. MP1985-63			Lender	
12.274	printing plate	Pablo Picasso (Spanish, 1881-1973) Jeune dame espagnole, 5 August 1968 One of 66 copper printing plates for La Célestine 3 3/8 x 2 3/8 in. MP1985-64			Lender	

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(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
12.275	printing plate	Pablo Picasso (Spanish, 1881-1973) La Célestine présentant un gentilhomme à une jeune femme, 5 August 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-65			Lender	
12.276	printing plate	Pablo Picasso (Spanish, 1881-1973) Femme blonde à la fleur, Célestine et "mousquetaire", 5 August 1968 One of 66 copper printing plates for La Célestine 2 3/8 x 3 3/8 in. MP1985-66			Lender	
12.277	printing plate	Pablo Picasso (Spanish, 1881-1973) Clin d'oeil à Vélazquez: infante de trois-quarts, 6 August 1968 One of 66 copper printing plates for La Célestine 5 1/2 x 4 3/8 in. MP1985-67			Lender	
12.278	printing plate	Pablo Picasso (Spanish, 1881-1973) Jeune Prostituée et vieillard aux yeux exorbités, 10 August 1968 One of 66 copper printing plates for La Célestine 3 3/8 x 2 3/8 in. MP1985-68			Lender	
12.279	printing plate	Pablo Picasso (Spanish, 1881-1973) Gentilhomme à la pipe et maja nue, 12 August 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 3/4 in. MP1985-69			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.280	printing plate	Pablo Picasso (Spanish, 1881-1973) Homme à la pipe et à la canne et jeune femme nue, 13-15 August 1968 One of 66 copper printing plates for La Célestine 3 9/16 x 4 3/4 in. MP1985-70	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.281	printing plate	Pablo Picasso (Spanish, 1881-1973) Pourvu qu'on ait l'ivresse..., 18 August 1968 One of 66 copper printing plates for La Célestine 4 15/16 x 3 9/16 in. MP1985-71			Lender	
TOTAL APPROVED INDEMNITY FOR QUESTION 12:						\$506,810,275
13.1	drawing	Pablo Picasso (Spanish, 1881-1973) Les Demoiselles d'Avignon (Etude), June 1907 Watercolor on cream wove paper 6 7/8 x 8 7/8 in. Inv. 1952.61.103	[REDACTED]	[REDACTED]	Lender	[REDACTED]
13.2	print	Pablo Picasso (Spanish, 1881-1973) Jacqueline lisant, 1962 Linoleum cut printed in colors 25 1/2 x 21 in.			Lender	
13.3	print	Pablo Picasso (Spanish, 1881-1973) Jacqueline Dressed as a Bride Full Face I, 1961 Aquatint and drypoint; eleventh state Printed by Jacques Frélaut 20 1/4 x 16 in. 1997.9			Lender	
TOTAL APPROVED INDEMNITY FOR QUESTION 13:						\$4,210,000

**Cleveland - Picasso APPROVED
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
	updated after 6-29-20; 12.184 reinstated	TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13:				\$511,020,275

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Picasso and Paper
F-1422-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Cleveland Museum of Art and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$548,373,330 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: April 24, 2020 to September 23, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Tony Chauveaux	
Deputy Chairman for Programs and Partnerships	
for	
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	James Tissot French, 1836-1902 La Femme à Paris: The Shop Girl 1883-1885 Oil on canvas 57 1/2 x 40 in.			Lender 5-21-19	
12.2	Painting	James Tissot French, 1836-1902 The Convalescent (Girl in an Armchair) 1872 Oil on panel 14 3/4 x 18 in.			Lender	
12.3	Painting	James Tissot French, 1836-1902 October 1877 Oil on canvas 85 x 42 13/16 in. 1927.410			Lender	
12.4	Painting	James Tissot French, 1836-1902 La Partie Carrée 1870 Oil on canvas 47 x 56 7/8 in. 48499			Lender 5-21-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.5	Painting	James Tissot French, 1836-1902 The Letter ca. 1876-1878 Oil on canvas 28 1/4 x 42 1/4 in. 15191	[REDACTED]	[REDACTED]	Lender 5-21-19	[REDACTED]
12.6	Painting	James Tissot French, 1836-1902 The Japanese Scroll Oil on panel 15 1/4 x 22 1/2 in.			Lender 5-21-19	
12.7	Painting	James Tissot French, 1836-1902 Croquet ca. 1878 Oil on canvas 35 3/8 x 20 in. 65.112.V			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.8	Painting	James Tissot French, 1836-1902 The Crack Shot (At the Rifle Range) 1869 Oil on canvas 26 1/2 x 18 3/4 in. Inv. 207841			Lender	
12.9	Painting	James Tissot French, 1836-1902 L'apparition médiunimique 1885 Oil on canvas; 29-1/16 x 21-1/4 in.			Lender 5-21-19	
12.10	Decorative arts	James Tissot French, 1836-1902 Plaque with the names of his friends 1886 cloisonne on copper 6 1/8 x 6 13/16 in.			Melissa Buron, Curator	
12.11	Painting	James Tissot French, 1836-1902 La Convalescence, Mlle Newton ca. 1881-1882 oil on canvas; 36 x 27 in. GR-93-724			Lender 6-18-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.12	Painting	James Tissot French, 1836-1902 La Dame à l'ombrelle (Mrs. Newton with a Parasol) c.1878 Oil on canvas 56 x 21 1/4 in. GR-93-723			Lender 6-18-19	
12.13	Painting	James Tissot French, 1836-1902 Evening 1878 Oil on canvas 35 13/16 x 19 11/16 in. RF 2253			Lender	
12.14	Decorative arts	James Tissot French, 1836-1902 Jardinière "Cave and body of water" ca. 1882 cloisonné enamels and rock crystal, planter in gilded bronze 11 x 29 1/8 in.; RF MO OAO 2017 3			Lender 6-5-19	
12.15	Painting	James Tissot French, 1836-1902 Portrait of Mademoiselle L.L. 1864 Oil on canvas 48 7/8 x 39 1/8 in. RF 2698			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.16	Painting	James Tissot French, 1836-1902 Portrait of The Marquis and Marquise of Miramon and their children 1865 Oil on canvas 69 11/16 x 85 7/16 in. RF 2006 22			Lender	
12.17	Painting	James Tissot French, 1836-1902 The Circle of the rue Royale 1868 Oil on canvas 68 7/8 x 110 5/8 in. RF 2011 53			Lender	
12.18	Painting	James Tissot French, 1836-1902 The Dreamer ca. 1876 Oil on panel 13 3/4 x 23 3/4 in. RF 2254			Lender	
12.19	Painting	James Tissot French, 1836-1902 The Meeting of Faust and Marguerite 1860 Oil on panel 30 3/4 x 46 1/8 in. RF 1983 93, LUX 248			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.20	Painting	James Tissot French, 1836-1902 The Two Sisters (Portraits in a Park) 1863 Oil on canvas 82 1/2 x 53 9/16 in. RF 2788	[REDACTED]		Lender	[REDACTED]
12.21	Painting	James Tissot French, 1836-1902 Portrait of Père Bichet 1885 Oil on canvas 34 5/8 x 46 1/2 in. Inv. : 1978			Lender	
12.22	Painting	James Tissot French, 1836-1902 The Parable of the Prodigal Son: In Foreign Countries 1880 Oil on canvas 39 3/8 x 51 3/16 in. Inv. : 1946			Lender	
12.23	Painting	James Tissot French, 1836-1902 The Parable of the Prodigal Son: The Departure 1880 Oil on canvas 39 3/8 x 51 3/16 in. Inv. : 1945			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.24	Painting	James Tissot French, 1836-1902 The Parable of the Prodigal Son: The Fatted Calf 1880 Oil on canvas 39 3/8 x 51 3/16 in. Inv. : 1948	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.25	Painting	James Tissot French, 1836-1902 The Parable of the Prodigal Son: The Return 1880 Oil on canvas 39 3/8 x 51 3/16 in. Inv. : 1947			Lender	
12.26	Painting	James Tissot French, 1836-1902 The Little Nimrod 1882 ca. Oil on canvas 43 1/2 x 55 1/8 in. 906.7.1			Lender	
12.27	Decorative arts	Unknown Récipient dit [Jardinière Tissot] Chine époque Ming Cloisonné enamels on copper alloy. 8 7/16 x 21 1/8 in. 26721			Lender 5-29-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.28	Decorative arts	James Tissot French, 1836-1902 Vase émail cloisonné opaque sur cuivre 9 13/16 x 4 3/16 in. 10645.B			Melissa Buron, Curator	
12.29	Decorative arts	James Tissot French, 1836-1902 Vase 'en gaine' (Children in a garden) ca. 1882 Cloisonné enamel on copper 9 13/16 x 4 in. 10645.A			Melissa Buron, Curator	
12.30	Painting	James Tissot French, 1836-1902 Departure of the Prodigal Son (Le départ du fils prodigue) 1863 Oil on canvas 42 1/8 x 89 in. PDUT1453			Lender	
12.31	Painting	James Tissot French, 1836-1902 Return of the Prodigal son (Le retour de l'enfant prodigue) 1862 Oil on canvas 45 1/4 x 81 1/8 in. PPP4856			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.32	Painting	James Tissot French, 1836-1902 Portrait of a man 1866 Oil on canvas 50 3/8 x 28 in.	[REDACTED]	[REDACTED]	Lender 5-21-19	[REDACTED]
12.33	Painting	James Tissot French, 1836-1902 Marguerite in Church 1861 ca. Oil on canvas 20 x 30 in. NGI.4280			Lender 5-21-19	
12.34	Painting	James Tissot French, 1836-1902 L'Escalier 1869 Oil on canvas 22 x 15 in.			Lender 6-3-19	
12.35	Painting	James Tissot French, 1836-1902 L'esthetique (au Louvre) ca.1884-1885 Oil on canvas 25 1/2 x 17 1/2 in.			Lender 6-3-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.36	Painting	James Tissot French, 1836-1902 Spring 1865 Oil on canvas 36 x 50 in.	[REDACTED]	[REDACTED]	Lender 6-3-19	[REDACTED]
12.37	Painting	James Tissot French, 1836-1902 Marguerite au Rempart 1864 Oil on canvas 43 1/4 x 34 in.			Melissa Buron, Curator	
12.38	Painting	James Tissot French, 1836-1902 Martin Luther's Doubts 1860 Oil on panel 34 3/4 x 26 3/4 in.			Melissa Buron, Curator	
12.39	Painting	James Tissot French, 1836-1902 La femme à Paris : La plus jolie femme de Paris 1883-1885 Oil on canvas 57 5/8 x 40 in. BA 1998-239			Melissa Buron, Curator	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.40	Painting	James Tissot- French, 1836-1902- Algernon Moses Marsden (Algernon with the Tiger Skin)- 1877- Oil on canvas- 19 1/2 x 29 in.	[REDACTED]		Melissa Buron, Curator	[REDACTED]
12.41	Painting	James Tissot French, 1836-1902 The Last Evening 1873 Oil on canvas 28 1/2 x 40 1/2 in. 737			Lender 5-21-19	
12.42	Painting	James Tissot French, 1836-1902 Too Early 1873 Oil on canvas 28 x 40 in. 738			Lender 5-21-19	
12.43	Painting	James Tissot French, 1836-1902 La Femme à Paris: The Bridesmaid 1883-1885 ca. Oil on canvas 50 x 40 in. LEEAG.PA.1897.0015			Lender 5-21-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.44	Painting	James Tissot French, 1836-1902 The Convalescent ca. 1875-1876 Oil on canvas 30 1/4 x 39 1/4 in. VIS.2213	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.45	Watercolor	James Tissot French, 1836-1902 Abdul Aziz 1869 Watercolor on paper 11 3/4 x 7 1/8 in. NPG 4707(1)			Lender 7-29-19	
12.46	Watercolor	James Tissot French, 1836-1902 Alexander II, Emperor of Russia 1869 Watercolor on paper 11 7/8 x 7 1/8 in. NPG 4707(2)			Lender 7-30-19	
12.47	Painting	James Tissot French, 1836-1902 Frederick Gustavus Burnaby 1870 Oil on panel 19 1/2 x 23 1/2 in. NPG 2642			Lender 7-30-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.48	Print	James Tissot French, 1836-1902 Napoléon III, Emperor of France (<i>'Sovereigns, No. 1. "Le regime parlementaire."</i>) chromolithograph 13 1/2 x 8 3/8 in. NPG D43395			Lender 7-29-19	
12.49	Painting	James Tissot French, 1836-1902 The Captain's Daughter (The Last Evening) 1873 Oil on canvas 28 1/2 x 41 1/4 in. SOTAG : 580			Lender	
12.50	Painting	James Tissot French, 1836-1902 Holyday (The Picnic) 1876 ca. Oil on canvas 30 x 39 in. N04413			Lender 5-21-19	
12.51	Painting	James Tissot French, 1836-1902 The Ball on Shipboard ca. 1874 Oil on canvas 33 x 51 in. N04892			Lender 5-21-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.52	Painting	James Tissot French, 1836-1902 The Gallery of HMS Calcutta (Portsmouth) ca. 1876 Oil on canvas 25 7/8 x 36 1/4 in. N04847	[REDACTED]	[REDACTED]	Lender 5-21-19	[REDACTED]
12.53	Watercolor	James Tissot French, 1836-1902 The Wounded Soldier 1870 Watercolor on paper 14 x 9 15/16 in. T14636			Lender 5-21-19	
12.54	Painting	James Tissot French, 1836-1902 L'Orpheline (Orphans) 1879 ca. Oil on canvas 85 x 43 in.			Melissa Buron, Curator	
12.55	Painting	James Tissot French, 1836-1902 On the Thames ca. 1876 Oil on canvas 28 1/2 x 46 1/2 in. A1.323			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.56	Painting	James Tissot French, 1836-1902 The Parting (Bad News) 1872 Oil on canvas 27 x 36 in. NMW A 184			Melissa Buron, Curator	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 12						\$83,587,720
Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.1	Painting	James Tissot French, 1836-1902 Young ladies admiring Japanese objects 1869 Oil on canvas 22 x 15 1/2 in.			Lender 5-21-19	
13.2	Painting	James Tissot French, 1836-1902 La Femme à Paris: The Artists' Wives 1885 Oil on canvas 57 1/2 x 40 in. 81.153			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.3	Painting	James Tissot French, 1836-1902 Young Women Looking At Japanese Articles 1869 Oil on canvas 28 x 20 in. 1984.217	[REDACTED]	[REDACTED]	Melissa Buron, Curator	[REDACTED]
13.4	Painting	James Tissot French, 1836-1902 Hampton Court [A Visit to the Park] 1881 Oil on panel 9 1/4 x 13 in. 1996-316			Lender	
13.5	Painting	James Tissot French, 1836-1902 Kathleen Newton at the piano 1881 Oil on canvas 44 x 30 1/2 in. FA 1996-773			Lender	
13.6	Painting	James Tissot French, 1836-1902 Mélancolie ca. 1868 Oil on panel 19 1/2 x 14 3/4 in. 1995-309			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.7	Painting	James Tissot French, 1836-1902 In the Conservatory (The Rivals) ca. 1875-1878 Oil on canvas 15 1/8 x 20 1/8 in.			Lender	
13.8	Painting	James Tissot French, 1836-1902 Les Demoiselles de Province ca. 1885 Oil on canvas 58 x 40 1/4 in.			Lender	
13.9	Painting	James Tissot French, 1836-1902 Spring 1878 Oil on canvas 55 3/4 x 21 in.			Lender	
13.10	Painting	James Tissot French, 1836-1902 Waiting (In the Shallows) 1874 Oil on canvas 22 x 31 in.			Lender	
13.11	Painting	James Tissot French, 1836-1902 Self Portrait ca. 1865 Oil on mahogany panel 19 5/8 x 11 7/8 in. 1961.16			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.12	Photograph	Robert Jefferson Bingham- British, active France, 1825-70- [James Tissot]- 1861-1870- Albumen silver print- 4 x 2 1/2 in.—— 1970.659.773			Lender 5-21-19	
13.13	Painting	Edgar Degas- French, 1834-1917- James Jacques Joseph Tissot- ca. 1867-68- Oil on canvas- 59 5/8 x 44 in.—— 39.161			Melissa Buron, Curator	
13.14	Photograph	Robert Jefferson Bingham- British, active France, 1825-70- James Tissot- 1861-70- Albumen Silver Print- 4 x 2 1/2 in.—— 1970.659.774			Lender 5-21-19	
13.15	Drawing	James Tissot- French, 1836-1902- Study of a young man bending- forward to kiss a hand, for the- painting "The Departure of the- Prodigal Son"- 1862-63- Graphite, heightened with white, on- pink paper- 9 1/2 x 12 1/16 in.- 1970.114.1			Lender 5-21-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.16	Drawing	James Tissot French, 1836-1902 The Departure of the Prodigal Son 1862-63 Point of brush and brown ink, brush and brown wash, over graphite (recto); graphite (verso) on wove paper 6 x 12 5/16 in. 1970.114.2			Lender 5-21-19	
13.17	Painting	James Tissot French, 1836-1902 On the Thames, A Heron 1871-1872 ca. Oil on canvas 36 1/4 x 23 3/4 in. 75.7			Melissa Buron, Curator	
13.18	Painting	James Tissot French, 1836-1902 La Femme à Paris: Study for Le Sphinx (Woman in an interior) ca. 1885 Oil on panel 43 3/4 x 27 in.			Lender	
13.19	Painting	James Tissot French, 1836-1902 The Older Sister ca. 1879-82 Oil on panel 17 1/2 x 7 7/8 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.20	Painting	James Tissot French, 1836-1902 La Femme à Paris: Ladies of the Chariots ca. 1883-1885 Oil on canvas 57 1/2 x 39 5/8 in. 58.186			Lender 5-29-19	
13.21	Painting	James Tissot French, 1836-1902 The Dance of Death (Way of Flowers, Way of Tears) 1860 Oil on canvas 14 5/8 x 48 3/16 in. 54.172			Lender 5-21-19	
13.22	Painting	James Tissot French, 1836-1902 La Femme à Paris: The Circus Lover 1885 Oil on canvas 58 x 40 in. 58.45			Melissa Buron, Curator	
13.23	Painting	James Tissot French, 1836-1902 Hide and Seek 1877 ca. Oil on panel 30 x 23 3/4 in. 1978.47.1			Lender 5-21-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.24	Painting	James Tissot French, 1836-1902 Mavourneen, Portrait of Kathleen Newton 1877 Oil on canvas 34 3/4 x 20 in.			Lender 5-21-19	
13.25	Painting	James Tissot French, 1836-1902 Tourists at the Louvre ca. 1883-1885 Oil on panel 14 x 10 in. 2015.32.1			Lender 5-21-19	
13.26	Painting	James Tissot French, 1836-1902 Rivals 1878-79 Oil on canvas 36 x 26 3/4 in.			Melissa Buron, Curator	
13.27	Painting	James Tissot French, 1836-1902 Chrysanthemums 1874-1876 ca. Oil on canvas 46 5/8 x 30 in. 1994.2			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.28	Painting	James Tissot French, 1836-1902 Portrait of the Marquise de Miramon, née, Thérèse Feuillant 1866 Oil on canvas 50 9/16 x 29 15/16 in. 2007.7			Lender 5-21-19	
13.29	Watercolor	James Tissot French, 1836-1902 Young Woman in a Rocking Chair, study for the painting "The Last Evening" ca. 1873 Brush with gouache and watercolor, over graphite on brown paper 11 5/16 x 17 in. 2002.30			Melissa Buron, Curator	
13.30	Painting	James Tissot French, 1836-1902 London Visitors ca. 1874 Oil on canvas 63 x 45 in. 1951.409			Lender 5-21-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.31	Painting	James Tissot French, 1836-1902 The Fan ca. 1875 Oil on canvas 15 1/4 x 20 1/2 in. 1982.158			Lender 5-21-19	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 13						\$39,290,000
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTIONS 12 AND 13						\$122,877,720
updated 8-12-19						

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
James Tissot: Fashion & Faith
F-1413-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Corporation of the Fine Arts Museums and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$123,677,720 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: September 1, 2019 to March 20, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$50,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$50,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under

such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Tony Chauveaux
Deputy Chairman for Programming and Partnerships

Date

for

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Attachment: List of Indemnified Items

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	Painting	Vincent van Gogh, Dutch, 1853-1890, Weaver, 1884, oil on canvas, 24.625 x 33.25 in. 58.356	[REDACTED]	24.625	Lender	[REDACTED]
11.2	Painting	Vincent van Gogh, Dutch, 1853-1890, Flower Beds in Holland, c.1883, oil on canvas on wood, 19.25 x 26 in., 1983.1.21		19.25	Lender	
11.3	Drawing	Vincent van Gogh, Dutch, 1853-1890, A Trunk of a Tree, 1888, pen and sepia ink on buff paper 10.125 x 13.625 in., 95.33		10.125	Lender	

11.4 Painting Vincent van Gogh,
Dutch, 1853-1890, Self
Portrait, 1887,
oil on canvas, 15.625 x
13.25 in., 1954.189

Lender

11.5 Painting Vincent van Gogh,
Dutch, 1853-1890,
Head of a Peasant
Woman, c.1884, oil on
canvas, 14.75 x 9.5 in.,
1962.15

Lender

11.6 Painting Vincent van Gogh,
Dutch, 1853-1890,
Charrette de Boeuf
(The Ox Cart), 1884, oil
on canvas, 23.625 x
31.5 in., 2007.68

Lender

11.7 Drawing Vincent van Gogh,
Dutch, 1853-1890,
Orchard with Arles in
Background, 1888,
Reed pen, pen, ink, and
graphite on laid
paper, 12 x 15 in.,
1971.81

Lender

11.8 Painting Jean-François Millet,
French, 1814–1875,
Two Figures in a
Landscape (Les
Errants), mid-19th
century, oil on canvas,
19.25 x 15 in, 1934.14

Lender

11.9 Painting Vincent van Gogh,
Dutch, 1853-1890,
Edge of the Wheat
Field with Poppies,
1887, oil on canvas,
15.75 x 12.75 in,
35.2017

Lender

11.10 ~~Painting Berthe Morisot,
French, 1841–1895,
Lesson in the Garden
(La Leçon au Jardin)
1886, oil on canvas,
23.625 x 28.75 in,
34.2017~~

Lender

**TOTAL APPROVED INDEMNITY FOR
QUESTION 11**

\$117,700,000

updated 3/14/19

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Van Gogh and His Inspirations
FD-0147-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Columbia Museum of Art and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$117,700,000 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: September 1, 2019 to February 15, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$50,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$50,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	drawing	Anonymous (artist) Claes Janszoon Visscher (publisher) Dutch, 1587-1652 Map of Holland 1648 engraving on paper 20 1/4 x 24 1/2", framed 23 1/2 x 31 1/2 x 1" VG859	[REDACTED]	[REDACTED]	[REDACTED]	Lender
12.2	drawing	Adriaen van Salm Dutch, c. 1660-1720 Seascape n.d. pen and ink on panel 14 3/4 x 19 1/4", framed 18 x 22 1/3 x 1 1/3" DM/?/111	[REDACTED]	[REDACTED]	[REDACTED]	Lender
12.3	drawing	Adriaen van Salm Dutch, c. 1660-1720 Seascape n.d. pen and ink on panel 14 3/4 x 19 1/2", framed 18 x 22 1/2 x 1 1/3" DM/?/110	[REDACTED]	[REDACTED]	[REDACTED]	Lender
12.4	drawing	Rembrandt van Rijn Dutch, 1606-1669 Self-Portrait 1648 etching (dry needle) on paper 6 1/2 x 5 1/2", framed 19 5/8 x 13 3/4 x 1" PC/P136	[REDACTED]	[REDACTED]	[REDACTED]	Lender

12.5	drawing	Rembrandt van Rijn Dutch, 1606-1669 The Triumph of Mordechai 1600 etching (dry needle) on paper 6 1/2 x 8", framed 13 3/4 x 19 5/8 x 1" DM/016/P1493		Lender	
12.6	drawing	Rembrandt van Rijn Dutch, 1606-1669 Adoration of the Shepherds 1654 etching on paper 4 1/4 x 5 1/4", framed 13 3/4 x 19 5/8 x 1" PC/P130		Lender	
12.7	object	Anonymous Pair of Ice skates n.d. iron and wood 2 1/3 x 17 1/3" 8843		Lender	
12.8	painting	Samuel van Hoogstraten Dutch 1627-1678 Mint-Masters of the 'Mint of Holland' in Dordrecht n.d. oil on canvas 55 x 65", framed 65 7/8 x 76 2/3 x 4" DM/903/464		Lender	
12.9	object	Anonymous Mint stamp 1825 Iron 2 7/8 x 1 5/8" (stamp) 1 1/8" (thorn) 8941		Lender	

12.10	object	<p>Johan Sebastian Lösch Mintweights and a Balance 1746 iron, copper, wood 1 x 5 1/4 x 2 1/2" 11349</p>		Lender	
12.11	object	<p>Anonymous Coin 'Halve nobel, Philips de Schone 1488 gold Ø 1 1/8" 4453</p>		Lender	
12.12	painting	<p>Caspar Netscher Dutch, 1639-1684 Portrait of Johan de Witt 1685 oil on panel 26 x 19 3/4" 18060 a,b</p>		Lender	
12.13	drawing	<p>Johanna Koerten Blok Dutch, 1650-1715 Portrait of Johan de Witt 1680 papercutting on mirror in wooden frame 10 x 8", framed 16 1/2 x 14 3/4 x 1 5/8" 18062 a,b</p>		Lender	
12.14	object	<p>Pierre Aury Romeyn de Hooghe Memorial coin on the murder of Cornelis and Johan de Witt (1672) 1677 silver Ø 2 7/8" 16419 b</p>		Lender	

12.15	painting	<p>Jacob Gerritsz. Cuyt Dutch, 1588-c.1647 Bed of Tulips 1638 Oil on panel 14 3/4 x 30", framed 21 7/8 x 36 5/8 x 2 3/4" DM/977/523</p>		Lender	
12.16	painting	<p>Abraham Susenier Dutch, 1620-1668 Still Life with Shells 1659 oil on canvas 23 x 33 1/2", framed 30 1/2 x 41 1/8 x 1 3/8" DM/992/697</p>		Lender	
12.17	painting	<p>Nicolaes Maes Dutch, 1634-1693 The Hurdy-Gurdy player n.d. Oil on canvas 47 1/4 x 54 1/2 x 3 3/4" DM/948/119</p>		Lender	
12.18	book	<p>A. Walpot Dutch ABC-book or 'Hornbook' 1770 paper on wood and horn 4 x 2 1/8" 997</p>		Lender	
12.19	painting	<p>Aert de Gelder Dutch, 1645-1727 Portrait of the sculptor Hendrik Noteman 1698 Oil on canvas 33 1/2 x 27", framed 39 5/8 x 33 1/4 x 4 1/4" DM/886/133</p>		Lender	

12.20	furniture	Attributed to Hendrik Noteman Dutch, 1657-1734 Model of a Table 1650 marble and terracotta 7 1/8 x 7 5/8 x 5 1/8" 1962		Lender	
12.21	painting	Jacob Gerritsz. Cuyp Dutch, 1588-c.1647 The Fish Market 1627 oil on canvas 43 1/2 x 48", framed 51 5/8 x 56 1/2 x 3 3/8" DM/937/95		Lender	
12.22	object	Anthony de Vos Two Silver Salt Cellars 1685 silver 4 7/8 x Ø 3 3/8" 11141 a-b		Lender	
12.23	painting	Anonymous Dutch Portrait Rochus Rees, as a three- year-old boy 1622 oil on panel 30 5/8 x 22 1/4" 1401		Lender	
12.24	object	Jan Hermanszn van Ossevoort Dutch, ca. 1600-1656 Silver 'Hansje in the Cellar' 1623 Silver h 5 7/8 x Ø 6" 2042		Lender	

12.25	painting	<p>Samuel van Hoogstraten Dutch, 1627-1678 Trompe-l'oeil Still Life 1664 oil on canvas 18 x 22 1/2", framed 25 3/8 x 30 7/8 x 2" DM/992/691</p>		Lender	
12.26	object	<p>Georg Pfründt German, 1603-1663 Silver Medal: Emperor Ferdinand III 1637 gilded silver Ø 1 1/2 - 1 5/8" 15831</p>		Lender	
12.27	painting	<p>Hendrick van Heemskerck Dutch, 1629-1656 Trompe-l'oeil 1682 oil on panel 5 3/4 x 16 x 1/4" DM/010/940</p>		Lender	
12.28	painting	<p>Johannes Mijtens Dutch, c. 1614-1670 Portrait of Christina Pompe 1655 oil on panel 21 x 16 7/8 x 1 5/8" DM/017/1235</p>		Lender	
12.29	painting	<p>Aelbert Cuyp Dutch, 1620-1691 Horsemen Resting in a Landscape n.d. oil on canvas 46 1/4 x 67", framed 55 1/8 x 75 3/4 x 3" DM/978/526</p>		Lender	

12.30	drawing	<p>Jan van de Velde Dutch, 1593-1641 Claes Janszoon Visscher (II) Dutch, 1587-1652 Aestas n.d. etching on paper 7 5/8 x 9 7/8" VG10449a</p>		Lender	
12.31	object	<p>Anonymous 'Molenbeker' Windmill cup 1637 silver h 10 x Ø 3/8" 2043</p>		Lender	
12.32	ceramic	<p>Anonymous Chinese Porcelain dish ca. 1600 porcelain 1 3/4 x Ø 10 1/2" 847</p>		Lender	
12.33	painting	<p>Isaac van Duynen Dutch, c. 1625-1688 Fish Still Life n.d. oil on canvas 41 1/2 x 55", framed 53 1/4 x 66 7/8 x 3 1/8" DM/909/128</p>		Lender	
12.34	painting	<p>Jan Olis Dutch, 1610-1676 Soldiers in an Inn n.d. oil on panel 14 1/2 x 11 3/4", framed 23 1/2 x 20 7/8 x 2 1/2" DM/953/118</p>		Lender	

12.35	book	<p>Johan van Beverwijck Dutch, 1594-1647 Book 'Schat der Gesontheyt' 1669 Paper, cardboard cover with leather cover material, gilding 6 1/4 x 4 1/8 x 2 1/8" (closed) 6 1/4 x 8 5/8 x 2 3/4" (open) GAD 489/39.503 To be displayed open to page 177</p>		Lender	
12.36	ceramic	<p>Anonymous Pipe 1715-1736 ceramics 11 1/4 x 3/4 x Ø 3/4" 8503001068</p>		Lender	
12.37	painting	<p>Aelbert Cuyp Dutch, 1620-1691 Portrait of the 20-year-old Duck Sijctghen 1647 oil on panel 13 3/4 x 16 1/3", framed 20 1/8 x 22 7/8 x 2 1/2" DM/004/849</p>		Lender	
12.38	object	<p>Anonymous Helmet 'Morion' n.d. riveted iron 11 1/4 x 9 3/8 x 15" 2235</p>		Lender	
12.39	painting	<p>Bartholomeus Assteyn Dutch, 1607-c. 1667 Still Life with Flowers, Shells and a Toad 1631 oil on panel 18 1/4 x 13 1/3", framed 23 1/2 x 18 7/8 x 2 1/8" DM/953/79</p>		Lender	

12.40	ceramic	Anonymous Tulip vase n.d. Delft polychrome earthenware 7 x 7 3/8 x 3 1/2" 1672		Lender	
12.41	painting	Samuel van Hoogstraten Dutch, 1627-1678 Bird Still Life with Cat 1669 oil on canvas 30 x 25 1/3", framed 37 x 32 1/2 x 2 3/8" DM/994/733		Lender	
12.42	painting	Cornelis Bisschop Dutch, 1630-1674 Self-Portrait 1668 oil on canvas 46 x 38 3/4", framed 54 3/4 x 46 3/4 x 4 1/2" DM/887/308		Lender	
12.43	painting	Maes, Nicolaes Dutch, 1634-1693 The Eavesdropper 1657 oil on canvas 44 1/4 x 55 7/8 x 3 3/8" DM/953/135		Lender	
12.44	furniture	Anonymous Chair ca. 1700 wood (walnut) 51 1/8 x 20 1/2 x 18 1/8" 11527 a-b		Lender	

12.45	painting	Abraham van Strij Dutch, 1753-1826 The Drawing Lesson n.d. oil on panel 27 1/4 x 23 3/4" DM/896/57		Lender	
12.46	painting	Andreas Schelfhout Dutch, 1787-1870 Dutch Winter Landscape n.d. oil on canvas 26 x 33 2/3", framed 37 3/8 x 45 1/8 x 3" DM/871/49		Lender	
12.47	painting	Jacob van Strij Dutch, 1756-1815 Painted Wall Hangings with landscapes ca. 1795 Oil on canvas 90 1/2 x 73 1/4", framed 94 1/2 x 77 1/8 x 2 1/2" DM/976/511a		Lender	
12.48	painting	Jacob van Strij Dutch, 1756-1815 Painted Wall Hangings with landscapes ca. 1795 Oil on canvas 90 1/2 x 47 1/4", framed 94 1/2 x 51 1/8 x 2 1/2" DM/976/511b		Lender	
12.49	painting	Jacob van Strij Dutch, 1756-1815 Painted Wall Hangings with landscapes ca. 1795 Oil on canvas 90 1/2 x 70 3/4", framed 94 1/2 x 51 1/8 x 2 1/2" DM/976/511c		Lender	

12.50	painting	<p>Jacob van Strij Dutch, 1756-1815 Painted Wall Hangings with landscapes ca. 1795 Oil on canvas 90 1/2 x 47 1/4", framed 94 1/2 x 51 1/8 x 2 1/2" DM/976/511d</p>		Lender	
12.51	painting	<p>Jacob van Strij Dutch, 1756-1815 Painted Wall Hangings with landscapes ca. 1795 Oil on canvas 90 1/2 x 70 3/4", framed 94 1/2 x 51 1/8 x 2 1/2" DM/976/511e</p>		Lender	
12.52	painting	<p>Jacob van Strij Dutch, 1756-1815 Painted Wall Hangings with landscapes ca. 1795 Oil on canvas 90 1/2 x 35 1/2", framed 94 1/2 x 39 3/8 x 2 1/2" DM/976/511f</p>		Lender	
12.53	painting	<p>Jacob van Strij Dutch, 1756-1815 Painted Wall Hangings with landscapes ca. 1795 Oil on canvas 90 1/2 x 30 1/3", framed 94 1/2 x 34 1/4 x 2 1/2" DM/976/511g</p>		Lender	

12.54	painting	<p>Johannes Christiaan Schotel Dutch, 1787-1838 The Shipwreck of the Iphigenia near Zandvoort in 1816 n.d. oil on canvas 30 3/4 x 41 1/3", framed 39 1/2 x 49 3/4 x 4 1/2" DM/989/670</p>		Lender	
12.55	object	<p>Anonymous Dutch Model of Clipper 'Kosmopoliet' 1948 wood, textile, rope 29 1/8 x 44 1/8" 17209</p>		Lender	
12.56	painting	<p>Ary Johannes Lamme Dutch, 1812-1900 Ary Scheffer in the Large Studio 1851 Oil on canvas 23 2/3 x 29", framed 36 3/8 x 41 3/4 x 4 3/4" DM/S/137</p>		Lender	
12.57	painting	<p>Ary Scheffer Dutch, 1795-1858 Self-Portrait at the Age of 31 1826 oil on canvas 10 1/2 x 9", framed 16 1/2 x 14 1/4 x 3" DM/S/31</p>		Lender	
12.58	painting	<p>Jacob Henricus Maris Dutch 1837-1899 The Annoying Guest 1875 oil on canvas 23 2/3 x 15", framed 36 7/8 x 28 3/4 x 5 3/4" DM/891/364</p>		Lender	

12.59	furniture	Anonymous Dutch High Chair n.d. wood 35 1/4 x 17 3/8 x 23 1/4" 15694 a,b		Lender	
12.60	painting	Bernardus Johannes Blommers Dutch, 1845-1914 Playing School n.d. oil on canvas 36 1/2 x 44 1/4", framed 47 5/8 x 55 1/2 x 4 3/4" VBL/13		Lender	
12.61	object	Anonymous Dutch Wooden School Bag n.d. wood 13 3/4 x 7 5/8 x 2 3/4" 15782		Lender	
12.62	painting	George Hendrik Breitner Dutch, 1857-1923 The Amsterdam Lauriergracht in Wintertime 1891 oil on canvas 39 1/2 x 78 3/4", framed 57 1/4 x 96 1/2 x 5 1/4" VBL/23		Lender	
12.63	book	George Hendrik Breitner Dutch, 1857-1923 The Amsterdam Sketchbook n.d. pencil on paper 5 1/8 x 7 1/2" DM/016/T1611 63 pages		Lender	

12.64	painting	<p>George Hendrik Breitner Dutch, 1857-1923 Field Artillery n.d. oil on panel 20 3/4 x 24 1/4 x 1/8" DM/004/829</p>		Lender	
12.65	drawing	<p>George Hendrik Breitner Dutch, 1857-1923 Botman, Harm Dutch, 1952-2012 Artillery n.d. barite print on paper 19 3/4 x 27 1/2 x 1" DM/014/P1423</p>		Lender	
12.66	drawing	<p>George Hendrik Breitner Dutch, 1857-1923 Cavalry at rest 1891-1893 etching on paper 13 3/4 x 19 3/4 x 1" DM/995/P1068</p>		Lender	
12.67	painting	<p>Philip Lodewijk Jacob Frederik Sadée Dutch, 1837-1904 The Fishermen have left 1873 oil on canvas 26 x 40", framed 41 1/8 x 54 7/8 x 5 7/8" DM/883/179</p>		Lender	
12.68	sculpture	<p>Charles van Wijk Dutch, 1875-1917 Krijntje, old woman n.d. bronze 13 x 4 3/4 x 5 1/8" DM/923/S7</p>		Lender	

12.69	painting	<p>Jacob Henricus Maris Dutch 1837-1899 City on the waterside n.d. oil on canvas 16 x 19 1/2", framed 28 3/8 x 31 1/4 x 4 3/8" DM/894/32</p>		Lender	
12.70	painting	<p>Johan Barthold Jongkind Dutch, 1819-1891 The Port of Dordrecht 1869 oil on canvas 16 x 25 2/3", framed 25 x 34 1/2 x 3 1/8" DM/017/1187</p>		Lender	
12.71	painting	<p>Myers Frank Boggs Dutch, 1855-1926 Groothoofdspoort 1887 oil on canvas 23 x 16 1/4", framed 32 5/8 x 25 5/8 x 2 1/2" DM/013/1040</p>		Lender	
12.72	drawing	<p>J. Vurtheim & Zn. Timetable of Steamboat Company Fop Smit & Co. 1892 lithography on paper 27 1/2 x 19 3/4" 551_15471</p>		Lender	
12.73	painting	<p>Anton Mauve Dutch, 1838-1888 Fishing Boat on the Beach 1876 oil on canvas 31 x 44 1/2", framed 46 x 59 7/8 x 5 7/8" DM/949/411</p>		Lender	

12.74	painting	Anton Mauve Dutch, 1838-1888 A Shady Bank n.d. oil on canvas 25 x 16 1/2", framed 37 5/8 x 33 3/4 x 4 7/8" DM/018/1288		ender	
12.75	drawing	Rembrandt van Rijn Dutch, 1606-1669 The Beheading of John the Baptist 1640 etching on paper 19 3/4 x 25 1/2" PC/P155		ender	
12.76	drawing	Rembrandt van Rijn Dutch, 1606-1669 Self-Portrait with Saskia 1636 etching on paper 19 3/4 x 25 1/2" PC/P131		ender	
12.77	painting	Leon Benouville French, 1821-1859 Portrait of Ary Scheffer ca. 1858 oil on canvas 23 2/3 x 29", framed 48 x 43 x 5" DM/S/132		ender	
12.78	drawing	Leon Benouville French, 1821-1859 Portrait of Ary Scheffer ca. 1858 paper, graphite on paper 12 x 9 1/3" DM/S/T504		ender	

12.79	drawing	Leon Benouville French, 1821-1859 Portrait of Mrs. Cornelia Marjolin, b. Scheffer 1858 paper, graphite on paper 16 x 12" DM/S/T505		Lender	
12.80	painting	Antoine Waldorp Dutch, 1803-1866 Mill with a view of Delft 1836 oil on canvas 32 1/2 x 26 1/4", framed 45 x 38 x 4 1/2" DM/906/365		Lender	
12.81	drawing	Rembrandt van Rijn Dutch, 1606-1669 Old Man with fur hat 1640 etching on paper 19 3/4 x 13 3/4" PC/P147		Lender	
				TOTAL APPROVED INDEMNITY FOR QUESTION 12	\$10,220,803

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
*Life in the Age of Rembrandt:
Dutch Masterpieces from the Dordrecht Museum*
F-1401-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Columbus Museum of Art and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$10,220,803 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: January 29, 2019 to July 31, 2019, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$50,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$50,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

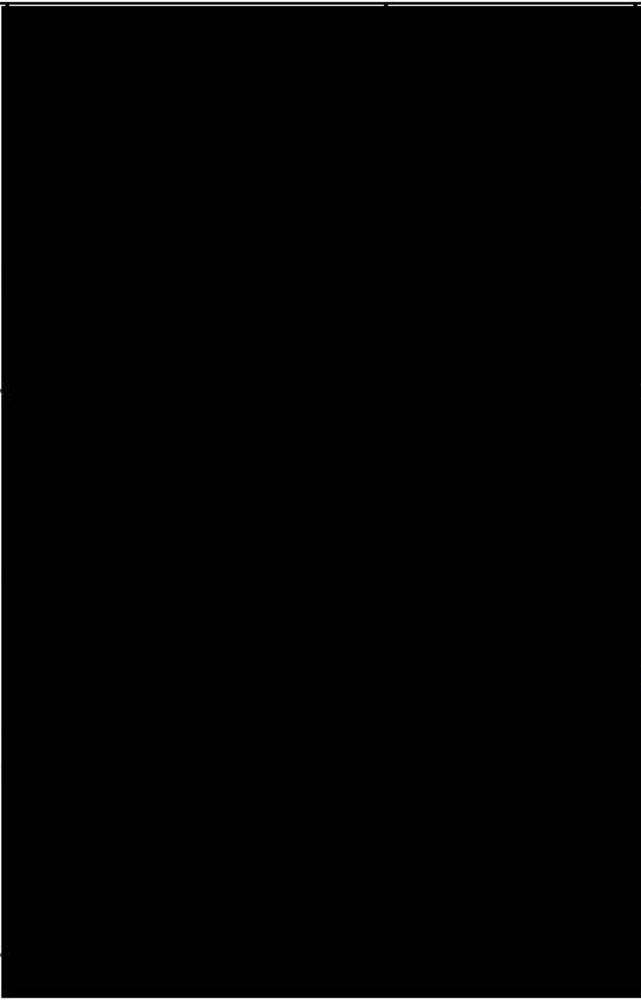
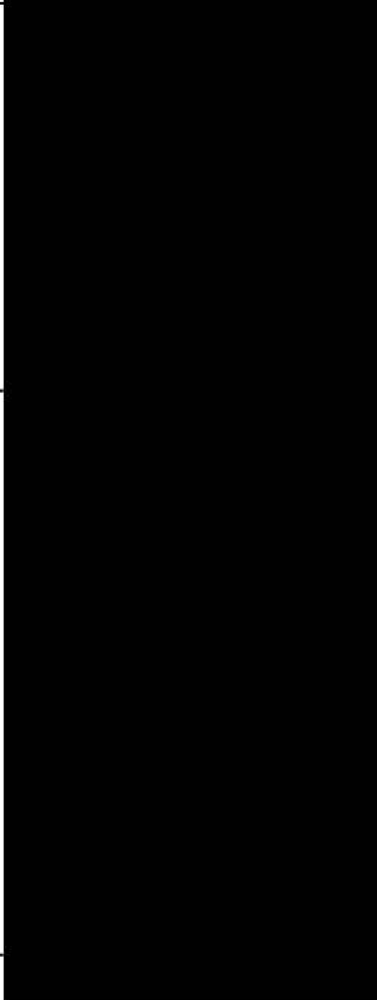
Date

Attachment: List of Indemnified Items

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Peter Paul Rubens Flemish, 1577-1640 The Dreaming Silenus ca. 1610-1612 Oil on canvas 62 3/16 x 85 6/16 in. Inv. 756			Lender - 2/8/19	
12.2	Painting	Peter Paul Rubens Flemish, 1577-1640 Annunciation ca. 1610 Oil on canvas 88 5/8 x 79 1/2 in. Gemäldegalerie, Inv. No. 685			Lender	
12.3	Painting	Peter Paul Rubens Flemish, 1577-1640 The Raising of the Cross 1638 Oil on paper, mounted on canvas 28 3/8 x 52 1/4 in. Inv. no. 906			Lender	

12.4	Painting	<p>Peter Paul Rubens Flemish, 1577-1640 Boar Hunt c. 1615-17 Oil on canvas 98 3/8 x 126 in. inv. 103</p>		Lender	
12.5	Painting	<p>Peter Paul Rubens Flemish, 1577-1640 Self-Portrait in a Circle of Friends from Mantua 1602-04 Oil on canvas 30 1/2 x 39 3/4 in. Dep. 0248</p>		Lender	
12.6	Painting	<p>Peter Paul Rubens Flemish, 1577-1640 Saint Gregory with Saints Maurus, Papianus, and Domitilla 1606 Oil on canvas 58 x 47 3/8 in. Ident.Nr. Mü.4586</p>		Lender	
12.7	Painting	<p>Peter Paul Rubens Flemish, 1577-1640 Lamentation of Christ ca. 1602-06 Oil on canvas 70 7/8 x 53 7/8 in. Inv. 411</p>		Lender	

12.8	Print	<p>Lucas Vorsterman Flemish, 1595-1675 <i>Battle of the Amazons, after Rubens</i> 1623 Engraving on paper 33 3/4 x 47 3/8 in. RP-P-OB-33.047-52</p>		Lender	
12.9	Print	<p>Hans Witdoeck Flemish, 1615-1642 <i>The Raising of the Cross, after Rubens</i> 1638 Engraving on paper 24 1/2 x 49 5/16 in. RP-P-OB-70.360-362</p>		Lender	
12.10	Print	<p>Lucas Vorsterman Flemish, 1595-1675 <i>The Tribute Money, after Rubens</i> 1621 Engraving on paper 10 4/5 x 14 1/3 in. RP-P-OB-33.010</p>		Lender	
12.11	Painting	<p>Peter Paul Rubens Flemish, 1577-1640 Portrait of Michael Ophovius ca. 1615-1617 Oil on canvas 44 x 32 in. Inv. Nr. 252</p>		Lender	

12.12	Drawing	<p>Peter Paul Rubens Flemish, 1577-1640 Hero and Leander (recto); The Battle of the Amazons (verso) 1600-1603 Pen and brown ink with wash 8 x 12 in. D4936</p>		Lender	
12.13	Drawing	<p>Peter Paul Rubens Flemish, 1577-1640 Title Page for the Breviarium Romanum 1614 Pen and brown ink with brown wash, heightened with white, over graphite on paper 13 5/8 x 8 3/4 in. 1881,0611.30</p>		Lender	

12.14	Print	Peter Paul Rubens Flemish, 1577-1640 The Resurrection ca. 1613-14 Pen and brown ink, touched with pen and gray ink, with brown wash, heightened with white, indented for transfer; drawings are inlaid, with inlay paper adhered to backboard of solid Royal mounts (559 x 406 mm); strip (approx 8 mm) added by artist at left edge 11 2/3 x 7 2/5 in. 1895,0915.1049		Lender	
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TOTAL APPROVED INDEMNITY FOR QUESTION 12

\$123,517,301

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.1	Painting	Peter Paul Rubens Flemish, 1577-1640 The Entombment ca. 1612 Oil on canvas 51 5/8 x 51 1/4 in. 93.PA.9			Lender— 2/8/19	

13.2	Painting	Peter Paul Rubens Flemish, 1577-1641 Lot and His Daughters ca. 1613-14 Oil on canvas 74 3/4 x 88 5/8 in.		Lender	
13.3	Painting	Peter Paul Rubens Flemish, 1577-1642 Hero and Leander c. 1604 Oil on canvas 37 13/16 x 50 3/8 1962.25		Lender	
13.4	Painting	Peter Paul Rubens Flemish, 1577-1643 The Flight of Lot and his Family from Sodom ca. 1613-1615 Oil on canvas 86 3/4 x 96 in. SN218		Lender	
13.5	Painting	Peter Paul Rubens Flemish, 1577-1644 The Capture of Samson 1609-1610 Oil on oak panel 19 11/16 x 26 1/8 in. 1923.551		Lender	

13.6	Drawing	<p>Peter Paul Rubens Flemish, 1577-1645 Last Supper late 1613 or early 1614 Pen and brown ink, with brush and brown wash, heightened with touches of white gouache, over traces of black chalk, on cream laid paper incised for transfer, laid down on cream laid paper 11 7/8 x 26 3/4 in.</p>		Lender	
13.7	Painting	<p>Peter Paul Rubens Flemish, 1577-1646 Daniel in the Lions' Den ca. 1614/1616 Oil on canvas 88 1/4 x 130 1/8 in. 1965.13.1</p>		Lender	
13.8	Painting	<p>Peter Paul Rubens Flemish, 1577-1647 An Angel 1610-11 Oil on modern support (aluminum honey-combed core panel, between 2 sheets 1/16" aluminum, wrapped in thin wood panel to hide aluminum), transferred from panel 80 1/20 x 57 in. 2005.158</p>		Lender	

13.9	Print	<p>Jacob Matham Dutch, 1571-1631 <i>Samson and Delilah after Rubens</i> ca. 1611 Engraving on matboard; floated work on paper attached by small folded piece of mulberry paper, adhered to verso of print using wheat starch paste and other side to matboard 14 13/16 x 17 5/16 in. 186.1</p>		Lender	
13.10	Drawing	<p>Peter Paul Rubens Flemish, 1577-1647 <i>Samson and Delilah</i> ca. 1609-1610 Pen and brush and brown ink laid on paper (hinged on top, bottom and side) laid on blue mat 6 1/2 x 6 3/8 in.</p>		Lender	
13.11	Print	<p>Jacobus Harrewijn Dutch, 1660-1727 <i>View of the Rubenshuis in Antwerp</i> ca. 1675–1732 Engraving, hinged down on 4 ply archival board (previously mounted on Liechtenstein paper) 11 15/16 x 14 1/16 in. 51.501.7502</p>		Lender	

13.12	Book	Artist unknown Breviarium Romanum after Rubens 1614 Printed book with leather bound binding with gold leaf tooling; paper pages 15 5/8 x 10 1/4 in. Spencer Collection, Neth. 1614		Lender	
13.13	Painting	Peter Paul Rubens Flemish, 1577-1647 Samson and Delilah ca. 1609 Oil on oak panel 20 1/2 x 19 7/8 in. 1972.459		Lender	
13.14	Painting	Peter Paul Rubens Flemish, 1577-1647 Portrait of Isabella Brant ca. 1620-1625 Oil on oak panel 20 7/8 x 18 1/8 in. 1947.207		Lender	

TOTAL APPROVED INDEMNITY FOR QUESTION 13

\$168,401,347

<p>TOTAL APPROVED INDEMNITY FOR QUESTIONS 12 AND 13</p>	<p>\$291,918,648</p>
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updated 2/8/19

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Early Rubens
F-1402-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Corporation of the Fine Arts Museums and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$291,918,648 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: February 22, 2019 to October 16, 2019, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$200,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$300,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	Painting	Winslow Homer, American, 1836-1910, The West Wind, 1891, oil on canvas, 30 x 44" canvas, 41 1/2 x 55 3/8 x 3 1/2" framed, 1928.24	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.2	Painting	Frederic Remington, American, 1861-1909, Moonlight Wolf, c. 1904, oil on canvas, 20 1/16 x 26" canvas, 32 1/4 x 38 1/8 x 3" framed, 1956.2			Lender	
11.3	Painting	Frederic Remington, American, 1861-1909, The Fall of the Cowboy, 1895, oil on canvas, 25 x 35 1/8" canvas, 36 1/2 x 46 1/2 x 2 3/4" framed, 1961.230			Lender	
11.4	Sculpture	Frederic Remington, American, 1861-1909, The Wounded Bunkie, 1896, bronze, 11 of 12 lifetime casts, 20 1/4 x 32 1/4 x 13 1/2", 1961.7			Lender	
11.5	Painting	Frederic Remington, American, 1861-1909, The Old Stagecoach of the Plains, 1901, oil on canvas, 40 1/4 x 27 1/4" canvas, 51 1/8 x 38 1/8 x 2 5/8" framed, 1961.232			Lender	
11.6	Painting	Frederic Remington, American, 1861-1909, Dash for Timber, 1889, oil on canvas, 48 1/4 x 84 1/8" canvas, 61 3/4 x 97 1/2 x 4 1/4" framed, 1961.381			Lender	
11.7	Sculpture	Frederic Remington, American, 1861-1909, The Cheyenne, 1901, bronze, 6 of an estimated 21 lifetime casts, 20 1/2 x 23 1/4 x 8" overall, 1997.140 for Portland Museum of Art and Amon Carter Museum of American Art only			Lender	
11.8	Print	Frederic Remington, American, 1861-1909, The Old Stage-Coach of the Plains, 1902, halftone photolithograph, edition unknown, ink on paper, 20 1/2 x 14" sheet, 28 x 20" framed, 1961.275			Lender	
11.9	Painting	Frederic Remington, American, 1861-1909, Ridden Down, 1905-1906, oil on canvas, 30 1/4 x 51 1/4" canvas, 42 x 63 x 2 3/8" framed, 1961.224			Lender	
11.10	Print	Frederic Remington, American, 1861-1909, Remington in Cuba for Collier's Weekly, 1899, toned lithograph, edition unknown, ink on paper, 23 5/16" x 17 7/16" sheet, 30 x 24" framed, 1986.25			Lender	

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

11.11	Print	Winslow Homer, American, 1836-1910, Perils of the Sea, 1888, edition unknown, etching, ink on paper, 25 1/2 x 34 7/8" sheet, 34 1/2 x 38 3/4" framed, 1983.58		Lender
11.12	Book	Frederic Remington, American, 1861-1909, Done in the Open, c. 1902, book, edition unknown, 90 pages, 16 x 11 1/4" overall, (R) N6537.R4 D6; for Portland Museum of Art and Amon Carter Museum of American Art only		Lender
11.13	Print	Winslow Homer, American, 1836-1910, Eight Bells, 1887, edition unknown, etching, ink on paper, 22 3/16 x 28 1/4" sheet, 30 x 36" framed, 1983.51 for Denver Art Museum and Amon Carter Museum of American Art only		Lender
11.14	Journal	Frederic Remington, American, 1861-1909, The Apache War, Harper's Weekly cover, Volume XXX, January 9, 1886, print from a wood engraving, ink on paper, 16 x 10 7/8" overall, AP2.H29, AP2.H29, v.30:no.1515(1886:Jan.2) - v.30:no.1562(1886:Dec.25) [page 17 of 820]; for Portland Museum of Art and Amon Carter Museum of American Art only		Lender
11.15	Painting	Winslow Homer, American, 1836-1910, Bass, 1900, watercolor on paper, 13 3/4 x 21" sheet, approximately 29 1/2 x 35 3/4" framed, 1953.138.000 for Denver Art Museum only		Lender
11.16	Painting	Winslow Homer, American, 1836-1910, Watching the Breakers: A High Sea, 1896, oil on canvas, 38 x 41" canvas, estimated 44 x 47" framed		Lender 5-22-19
11.17	Painting	Winslow Homer, American, 1836-1910, The Herring Net, 1885, oil on canvas, 30 1/8 x 48 3/8" canvas, estimated 36 1/8 x 54 3/8" framed, 1937.1039		Diana Greenwold, Curator of American Art, Portland Museum of Art
11.18	Painting	Frederic Remington, American, 1861-1909, Chippewa Bay, 1908, oil on academy board, 12 x 18" paperboard panel, 25 3/8 x 31 1/8 x 2 1/2" framed, 2.67		Lender
11.19	Painting	Frederic Remington, American, 1861-1909, Chippewa Bay, c. 1908, oil on academy board, 12 x 16" paperboard panel, 25 1/4 x 29 1/4 x 2 1/4" framed, 92.67		Lender

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

11.20	Painting	Frederic Remington, American, 1861-1909, Untitled (Impressionistic Winter Scene), date unknown, oil on academy board, 12 x 18" paperboard panel, 18 x 24 x 1 5/8" framed, 75.67		Lender
11.21	Painting	Frederic Remington, American, 1861-1909, Untitled (Impressionistic Fall Landscape), c. 1907-1908, oil on canvas, 26 1/8 x 18 1/8" canvas, 39 3/8 x 31 5/8 x 1 3/4" framed, 74.67		Lender
11.22	Painting	Frederic Remington, American, 1861-1909, Untitled (Impressionistic Rocky Cliff), date unknown, oil on canvas, 16 x 12" canvas, 18 3/8 x 14 1/2 x 1 3/4" framed, 91.67		Lender
11.23	Painting	Winslow Homer, American, 1836-1910, Snap the Whip, 1872, oil on canvas, 26 x 36" canvas, 28 x 42 x 3" framed, 919-O-108		Lender
11.24	Painting	Winslow Homer, American, 1836-1910, Fish and Butterflies, 1900, watercolor and graphite on paper, 14 7/16 x 20 11/16" sheet, 22 1/16 x 29 5/16" framed, 1955.775 for Amon Carter Museum of American Art only		Lender
11.25	Painting	Winslow Homer, American, 1836-1910, Undertow, 1886, oil on canvas, 29 13/16 x 47 5/8" canvas, 40 3/16 x 58 7/8 x 4" framed, 1955.4		Lender
11.26	Painting	Winslow Homer, American, 1836-1910, West Point, Prout's Neck, 1900, oil on canvas, 30 1/16 x 48 1/8" canvas, 39 5/8 x 57 11/16 x 2 5/8" framed, 1955.7		Lender
11.27	Painting	Winslow Homer, American, 1836-1910, Evening on the Beach, c. 1875, oil on canvas, 12 x 19" canvas, 22 1/4 x 29 3/8 x 4 5/8" framed, 027.2011		Lender
11.28	Painting	Winslow Homer, American, 1836-1910, Man with a Knapsack, 1873, oil on canvas, 22 1/2 x 29 1/4" canvas, 22 1/2 x 29 1/2 x 4" framed, 1918-20-1		Lender 5-7-19
11.29	Painting	Winslow Homer, American, 1836-1910, Cape Trinity, Saguenay River, Moonlight, 1904, oil on canvas, 28 1/2 x 48" canvas, 41 x 61 x 2 5/8" framed, 1986.05.19.1		Lender

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

11.30	Print	Winslow Homer, American, 1836-1910, Fly Fishing, c. 1889, etching, ink on paper, 21 5/8 x 27 7/8" sheet, estimated 31 1/8 x 31 1/8" framed, 1966.33 for Denver Art Museum and Portland Museum of Art only			Lender
11.31	Print	Winslow Homer, American, 1836-1910, Life Line, 1884, etching, ink on paper, 12 1/8 x 17 1/4" sheet, estimated 21 1/8 x 25 1/8" framed, 1966.50 for Denver Art Museum and Portland Museum of Art only			Lender
11.32	Painting	Winslow Homer, American, 1836-1910, Indian Boy with Canoe, c. 1895, watercolor on paper, 16 1/2 x 24" sheet, 28 1/2 x 20" framed, 1974.417 for Denver Art Museum and Portland Museum of Art only			Lender
11.33	Sculpture	Frederic Remington, American, 1861-1909, The Broncho Buster, 1895, cast before 1906, bronze, 23 x 15 x 25", 2013.92 for Denver Art Museum and Portland Museum of Art only			Lender
11.34	Painting	Winslow Homer, American, 1836-1910, The Woodcutter, 1891, watercolor on paper, 13 3/4 x 19 7/8" sheet, estimated 19 3/4 x 25 7/8" framed for Amon Carter Museum of American Art only			Diana Greenwold, Curator of American Art, Portland Museum of Art
11.35	Painting	Winslow Homer, American, 1836-1910, The Bright Side, 1865, oil on canvas, 12 3/4 x 17" canvas, 17 x 21 x 2 1/2" framed, 1979.7.56			Lender
11.36	Painting	Frederic Remington, American, 1861-1909, Hauling the Gill Net, 1905, oil on canvas, 20 1/4 x 26" canvas, 26 1/2 x 32 1/2" framed, 66.56			Lender
11.37	Painting	Frederic Remington, American, 1861-1909, Remington's Studio at Ingleneuk, 1907, oil on academy board, 12 x 18" board, 17 1/2 x 23 1/2" framed, 66.91			Lender
11.38	Painting	Frederic Remington, American, 1861-1909, The Moose Country, 1909, oil on academy board, 18 7/8 x 15" board, 22 1/2 x 26 1/4" framed, 66.48			Lender

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

11.39	Painting	Frederic Remington, American, 1861-1909, Captain Grimes's [sic] Battery Going Up El Poso Hill, 1898, oil on canvas, 26 1/2 x 39 3/4" canvas, 32 1/2 x 45 1/2" framed, 92.2		Lender
11.40	Letter	Frederic Remington, American, 1861-1909, Letter of introduction for Remington in Cuba, 1899, ink on paper, 10 1/2 x 8" sheet, estimated 21 1/8 x 17 1/8" framed, 2018.001		Lender
11.41	Painting	Winslow Homer, American, 1836-1910, An Adirondack Lake, 1870, oil on canvas, 24 1/4 x 38 1/4" canvas, 34 5/8 x 48 1/2 x 4 1/8" framed, FA 26.71		Lender
11.42	Painting	Frederic Remington, American, 1861-1909, Shotgun Hospitality, 1908, oil on canvas, 27 x 40" canvas, 40 1/2 x 53 1/2 x 3 1/2" framed, P.909.2		Lender
11.43	Painting	Winslow Homer, American, 1836-1910, Trooper Meditating beside a Grave, 1865, oil on canvas, 16 1/8 x 8" canvas, 19 1/4" x 11 1/4" x 2" framed, 1960.298		Lender
11.44	Painting	Winslow Homer, American, 1836-1910, A Mountain Climber Resting, 1869, oil on canvas, 10 3/4 x 14 3/4" canvas, estimated 16 3/4 x 20 3/4" framed		Lender - updated 2-11/19
11.45	Painting	Winslow Homer, American, 1836-1910, The Fisher Girl, 1894, oil on canvas, 28 1/4 x 28 1/4" canvas, 40 x 40 x 3 7/8" framed, AC P.1933.7; for Denver Art Museum and Portland Museum of Art only		Lender
11.46	Painting	Winslow Homer, American, 1836-1910, Camp Fire, 1880, oil on canvas, 23 3/4 x 38 1/8" canvas, estimated 29 3/4 x 44 1/8" framed, 1927, 27.181		Lender
11.47	Painting	Winslow Homer, American, 1836-1910, Adirondack Woods, Guide and Dog, 1889, watercolor on paper, 13 7/8 x 19 15/16" sheet, 25 1/8 x 31 1/2 x 2 1/2" framed, 1989.0002.0021 for Denver Museum of Art only		Lender
11.48	Painting	Frederic Remington, American, 1861-1909, Fight for the Waterhole, 1903, oil on canvas, 27 1/4 x 40 1/8" canvas, 38 1/2 x 51 3/8 x 1 3/4" framed, 43.25		Lender
11.49	Painting	Frederic Remington, American, 1861-1909, U.S. Soldier, Spanish American War, c. 1899, oil on canvas, 36 x 24" canvas, 37 1/4 x 25 1/4 x 2 1/8" framed, 43.41		Lender

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

11.50	Painting	Frederic Remington, American, 1861-1909, Aiding a Comrade, 1889-1890, oil on canvas, 34 5/16 x 48 1/8" canvas, 43 5/8 x 57 9/16 x 3 3/4" framed, 43.23		Lender
11.51	Painting	Frederic Remington, American, 1861-1909, In From the Night Herd, 1907, oil on canvas, 27 x 40" canvas, 38 3/8 x 51 1/4 x 3" framed, 1975.19.2		Lender
11.52	Painting	Winslow Homer, American, 1836-1910, Hound and the Hunter, 1892, oil on canvas, 28 1/4 x 48 1/8" canvas, 40 1/4 x 59 3/4 x 4" framed, 1947.11.1		Diana Greenwold, Curator of American Art, Portland Museum of Art
11.53	Painting	Winslow Homer, American, 1836-1910, Beaver Mountain, Adirondacks; Minerva, New York, c. 1874-1877, oil on canvas, 12 1/8 x 17 1/8" canvas, 19 1/8 x 24 1/8" framed, 55.118		Lender
11.54	Painting	Winslow Homer, American, 1836-1910, The Ship's Boat, 1883, watercolor on paper, 15 x 28 1/4" sheet, 26 1/2 x 39 x 1" framed, 1940.2 for Portland Museum of Art and Amon Carter Museum of American Art only		Lender
11.55	Painting	Winslow Homer, American, 1836-1910, Fox Hunt, 1893, oil on canvas, 38 x 68 1/2" canvas, 53 x 83 1/4 x 5" framed, 1894.4		Lender
11.56	Painting	Winslow Homer, American, 1836-1910, Sharpshooter, 1863, oil on canvas, 12 1/4 x 16 1/2" canvas, 18 1/2 x 22 1/2 x 4 1/8" framed, 1992.41		Lender
11.57	Painting	Winslow Homer, American, 1836-1910, Artists Sketching in the White Mountains, 1868, oil on mahogany panel, 9 7/16 x 15 13/16" canvas, 16 1/8 x 22 1/2 x 4" framed, 1988.55.4		Lender
11.58	Painting	Winslow Homer, American, 1836-1910, Two Men in a Canoe, 1895, watercolor on paper, 14 x 20" sheet, 24 x 30 1/2 x 2 1/4" framed, 1988.55.12 for Denver Art Museum only		Lender
11.59	Painting	Winslow Homer, American, 1836-1910, Wild Geese in Flight, 1897, oil on canvas, 33 7/8 x 49 3/4" canvas, 42 1/2 x 58 3/4 x 3" framed, 1988.55.2		Lender
11.60	Painting	Winslow Homer, American, 1836-1910, The Guide, 1889, watercolor on paper, 13 3/4 x 19 1/2" sheet, 18 x 26 x 3" framed, 1988.55.8 for Portland Museum of Art and Amon Carter Museum of American Art only		Lender

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

11.61	Painting	Winslow Homer, American, 1836-1910, Weatherbeaten, 1894, oil on canvas, 28 1/2 x 48 3/8" canvas, 37 3/8 x 57 x 4" framed, 1988.55.1		Lender
11.62	Painting	Winslow Homer, American, 1836-1910, Young Ducks, 1897, watercolor on paper, 14 x 21" sheet, 24 x 30 1/2 x 2 1/4" framed, 1988.55.13 for Amon Carter Museum of American Art only		Lender
11.63	Painting	Winslow Homer, American, 1836-1910, An Unexpected Catch, 1890, watercolor on paper, 11 1/2 x 19 3/4" sheet, 16 x 28 x 3" framed, 1988.55.9 for Denver Art Museum and Portland Museum of Art only		Lender
11.64	Painting	Winslow Homer, American, 1836-1910, Pickerel Fishing, 1892, watercolor on paper, 11 1/4 x 20" sheet, 16 x 28 x 3" framed, 1988.55.11 for Denver Art Museum only		Lender
11.65	Print	Winslow Homer, American, 1836-1910, Snap the Whip Drawn by Winslow Homer, Harper's Weekly illustration, Volume XVII, September 20, 1873, wood engraving on paper in a bound volume, ink on paper, 13 5/8 x 20 1/4" sheet, object will be unframed and displayed on a mount, 1991.27.18.6 for Denver Art Museum and Portland Museum of Art only		Lender
11.66	Print	Winslow Homer, American, 1836-1910, The Artist in the Country, Appleton's Journal of Literature, Science and Art, Vol. 1, June 19, 1869, wood engraving on paper, ink on paper, 11 1/16 x 7 5/8" sheet, 20 x 16 x 2" framed, 1991.25.96		Lender
11.67	Print	Winslow Homer, American, 1836-1910, The Bright Side, July 1866, wood engraving on paper, ink on paper, 5 x 8 5/16" sheet, 16 x 20 x 2" framed, 1991.25.103		Lender

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

11.68	Magazine	Winslow Homer, American, 1836-1910, The Army of the Potomac - A Sharpshooter on Picket Duty, Harper's Weekly illustration, Volume VII, November 15, 1862, wood engraving on paper, ink on paper, 9 1/8 x 13 7/8" sheet, 12 x 21 x 3" framed, 1991.25.95 for Denver Art Museum and Portland Museum of Art only		ender
11.69	Painting	Frederic Remington, American, 1861-1909, The Trail of the Shod Horse, 1907, oil on canvas, 27 x 40" canvas, estimated 33 x 46" framed, L.1992.34		Thomas Smith, Curator of Western American Art, Denver Art Museum
11.70	Painting	Winslow Homer, American, 1836-1910, Eastern Point Light, 1890, watercolor and graphite on paper, 9 11/16 x 13 7/16" sheet, estimated 15 11/16 x 19 7/16" framed, x1957.116 for Portland Museum of Art and Amon Carter Museum of American Art		Liana Greenwold, Curator of American Art, Portland Museum of Art
11.71	Drawing	Frederic Remington, American, 1861-1909, Moose Hunting -- An Unexpected Shot, c. 1896, ink wash on paper, 21.875 x 29.875" sheet, 28 x 35 5/8 x 1 3/16" framed, 1960-376.89 (27.9-61)		ender
11.72	Painting	Frederic Remington, American, 1861-1909, The Buffalo Runners-Big Horn Basin, 1909, oil on canvas, 30 1/8 x 51 1/8" canvas, 41 7/8 x 62 7/8" framed, 1950.3.1.30		ender
11.73	Painting	Frederic Remington, American, 1861-1909, The Stampede, 1908, oil on canvas, 27 1/4 x 40" canvas, 38 1/4 x 51 1/4 x 3" framed, 0127.2329		ender
11.74	Painting	Frederic Remington, American, 1861-1909, Indian Warfare, 1908, oil on canvas, 30 1/4 x 51 3/16" canvas, 37 x 57 7/8 x 2 1/2" framed, 0127.2307		ender
11.75	Painting	Winslow Homer, American, 1836-1910, Watching the Breakers, 1891, oil on canvas, 30 x 40 1/2" canvas, 37 x 47 x 3 5/8" framed, 0126.2264		ender
11.76	Painting	Frederic Remington, American, 1861-1909, Moonlight Scouting Party, c. late 19th century - early 20th century, oil on canvas, 27 1/4 x 40 1/4" canvas, 32 1/4 x 45 7/16 x 2 5/8" framed, 0127.2330		ender

Item 2: Identification and U.S. Dollar Value of Objects Requested for Indemnity

11.77	Painting	Winslow Homer, American, 1836-1910, Sunlight on the Coast, 1890, oil on canvas, 30 1/4 x 48 1/2" canvas, 46 x 64 x 5" framed, 1912.507		Diana Greenwold, Curator of American Art, Portland Museum of Art
11.78	Painting	Winslow Homer, American, 1836-1910, A Summer Night, c. 1899, watercolor on paper, 14 1/2 x 21 1/2" sheet, estimated 20 1/2 x 27 1/2" framed, 1923.82 for Portland Museum of Art and Amon Carter Museum of American Art only		Lender 5-7-19
11.79	Painting	Frederic Remington, American, 1861-1909, Sunset on the Plains, c. 1905, oil on canvas, 26 x 26" canvas, estimated 32 x 32" framed, 18766		Lender
11.80	Painting	Winslow Homer, American, 1836-1910, Coast in Winter, 1892, oil on canvas, 28 1/2 x 48 1/4" canvas, 44 1/2 x 64 x 6 1/2" framed, 1940.6		Lender
11.81	Painting	Winslow Homer, American, 1836-1910, Below Zero, 1894, oil on canvas, 23 13/16 x 27 15/16" canvas, 38 5/8 x 42 1/2 x 5 3/8" framed, 1968.87		Lender

TOTAL APPROVED INDEMNITY FOR QUESTION 11
updated 1-30-20

\$570,251,800

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
American Titans: Winslow Homer and Frederic Remington
FD-0148-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Denver Art Museum, the participating institutions, Portland Museum of Art and Amon Carter Museum of American Art, and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$574,834,300 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: February 15, 2020 to February 28, 2021, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Claude Monet, French, 1840-1926, Path in the Forest (Chemin sous bois), 1865, oil on canvas, 31 1/8 x 22 7/8" canvas, 37 1/8 x 28 7/8 x 3 1/2" framed			Lender 6-27-19	
12.2	Painting	Claude Monet, French, 1840-1926, Vétheuil in Summer (Vétheuil en été), 1879, oil on canvas, 26 5/8 x 35 5/8" canvas, 37 x 46 x 5 1/2" framed			Lender	
12.3	Painting	Claude Monet, French, 1840-1926, Water-Lilies (Nymphéas), 1904, oil on canvas, 35 3/8 x 36 5/8" canvas, 43 x 44 5/8 x 1 3/4" framed, Inv. A 486 Denver Only			Lender	
12.4	Painting	Claude Monet, French, 1840-1926, Farmyard in Normandy (Cour de ferme en Normandie), 1862-1863, oil on canvas, 25 5/8 x 31 1/2" canvas, est. 31 5/8 x 37 1/2" x 3 1/2" framed; RF3703			Lender	
12.5	Painting	Claude Monet, French, 1840-1926, Le Givre (Frost), 1880, oil on canvas, 23 3/4 x 39 1/8" canvas, est. 29 3/4 x 45 1/8" x 3 1/2" framed			Lender	
12.6	Painting	Claude Monet, French, 1840-1926, Boating on the River Epte (En Canot sur l'Epte), 1890, oil on canvas, 52 3/8 x 57 1/8" canvas, 56 1/2 x 61 1/4 x 2" framed, MASP.00092 Denver only			Lender	
12.7	Painting	Claude Monet, French, 1840-1926, Argenteuil, Late Afternoon (Argenteuil, fin d'après-midi), 1872, oil on canvas, 23 5/8 x 31 7/8" canvas, 34 3/4 x 43 x 5 3/8" framed			Lender	
12.8	Painting	Claude Monet, French, 1840-1926, Bateaux à Zaandam, 1871, oil on canvas, 17 1/2 x 28 1/2" canvas, 27 1/2 x 38 1/2 x 3 3/4" framed			Lender	
12.9	Painting	Claude Monet, French, 1840-1926, Coming into Giverny in Winter (L'entrée de Giverny en hiver), 1885, oil on canvas, 25 5/8 x 31 7/8" canvas, 34 1/2 x 40 1/2 x 3 1/2" framed			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.10	Painting	Claude Monet, French, 1840-1926, Edge of the Cliff at Pourville (Bord de la falaise à Pourville), 1882, oil on canvas, 23 3/4 x 32" canvas, 30 5/8 x 39 x 2 1/2" framed			Lender	
12.11	Painting	Claude Monet, French, 1840-1926, Étretat, The Cliff and the Porte d'Aval (Étretat, falaise et Porte d'Aval), 1885, oil on canvas, 25 5/8 x 31 7/8" canvas, 34 1/2 x 39 7/8 x 3 1/4" framed; Wildenstein W1018			Lender	
12.12	Painting	Claude Monet, French, 1840-1926, Field of Corn (Champ de blé), 1881, oil on canvas, 25 7/8 x 32 1/4" canvas, 35 3/8 x 42 1/8 x 4 1/8" framed			Lender	
12.13	Painting	Claude Monet, French, 1840-1926, Floating Ice, White Effect (Glaçons, effet blanc), 1893, oil on canvas, 25 5/8 x 39 3/8" canvas, est. 31 5/8 x 45 3/8" x 3 1/2" framed			Lender	
12.14	Painting	Claude Monet, French, 1840-1926, Frost (Le Givre), 1875, oil on canvas, 19 5/8 x 24 3/4" canvas, 28 x 32 3/8 x 2 1/8" framed; Wildenstein W363			Lender	
12.15	Painting	Claude Monet, French, 1840-1926, Frost at Giverny (Le Givre à Giverny), 1885, oil on canvas, 21 1/4 x 28" canvas, 31 1/8 x 37 5/8 x 3 3/4" framed			Lender	
12.16	Painting	Claude Monet, French, 1840-1926, Grainstack in the Sunlight, Snow Effect (Meule, effet de neige, soleil), 1891, oil on canvas, 25 5/8 x 39 3/8" canvas, 36 7/8 x 50 3/4 x 4 1/4" framed			Lender	
12.17	Painting	Claude Monet, French, 1840-1926, Landscape in Ile Saint-Martin (Paysage dans l'île Saint-Martin), 1881, 28 3/4 x 23 5/8" oil on canvas, est. 34 3/4 x 29 5/8" x 3 1/2" framed			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.18	Painting	Claude Monet, French, 1840-1926, Le port du Havre, effet de nuit, 1873, oil on canvas, 23 5/8 x 31 7/8" canvas, 32 3/4 x 41 x 3" framed			Lender	
12.19	Painting	Claude Monet, French, 1840-1926, Low Tide at Les Petites-Dalles (Marée basse aux Petite-Dalles), 1884, oil on canvas, 23 5/8 x 28 3/4" canvas, 41 x 36 5/8 x 5 1/2" framed			Lender	
12.20	Painting	Claude Monet, French, 1840-1926, Poplars at Giverny (Les Peupliers à Giverny), 1887, oil on canvas, 29 1/8 x 36 1/4" canvas, 38 1/2 x 46 1/8 x 3 3/4" framed			Lender	
12.21	Painting	Claude Monet, French, 1840-1926, Skaters at Giverny (Les Patineurs à Giverny), 1899, oil on canvas, 23 5/8 x 31 1/2" canvas, 32 1/2 x 40 3/4 x 3 5/8" framed			Lender	
12.22	Painting	Claude Monet, French, 1840-1926, Snow Effect at Limetz (Effet de neige à Limetz), 1886, oil on canvas, 25 5/8 x 31 7/8" canvas, 39 3/8 x 42 1/4 x 4" framed			Lender	
12.23	Painting	Claude Monet, French, 1840-1926, Strada Romana at Bordighera (Strada Romana à Bordighera), 1884, oil on canvas, 26 x 32 1/8" canvas, 34 x 40 1/8 x 2 3/4" framed			Lender	
12.24	Painting	Claude Monet, French, 1840-1926, The Fort of Antibes (Antibes, le fort), 1888, oil on canvas, 23 5/8 x 31 7/8" canvas, 37 7/8 x 44 x 4" framed			Lender	
12.25	Painting	Claude Monet, French, 1840-1926, The Garden at Vétheuil (Le Jardin de Vétheuil), 1881, oil on canvas, 23 5/8 x 31 7/8" canvas, 34 3/8 x 39 7/8 x 4 5/8" framed			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.26	Painting	Claude Monet, French, 1840-1926, The Palazzo Contarini (Le Palais Contarini), 1908, oil on canvas, 28 3/4 x 36 3/4" canvas, 39 7/8 x 47 1/4 x 4 3/8" framed			Lender	
12.27	Painting	Claude Monet, French, 1840-1926, The Palazzo Ducale (Le Palais ducal), 1908, oil on canvas, 22 1/2 x 36 1/4" canvas, 33 3/8 x 45 3/4 x 3 3/4" framed			Lender	
12.28	Painting	Claude Monet, French, 1840-1926, The Port of Zaandam (Le Port de Zaandam), 1871, oil on canvas, 18 3/4 x 29 1/8" canvas, 28 1/2 x 38 3/4 x 3 1/8" framed			Lender	
12.29	Painting	Claude Monet, French, 1840-1926, The Rio della Salute (Le Rio de la Salute), 1908, oil on canvas, 31 7/8 x 25 5/8" canvas, 42 x 35 1/2 x 4" framed			Lender	
12.30	Painting	Claude Monet, French, 1840-1926, The Rose Bushes in the Garden at Montgeron (Les Rosiers dans le jardin de Montgeron), 1876, oil on canvas, 24 x 32 1/4" canvas, 36 1/8 x 44 3/8 x 4 5/8" framed			Lender	
12.31	Painting	Claude Monet, French, 1840-1926, The Water-Lily Pond (Le Bassin aux Nymphéas), c. 1918, oil on canvas, 51 5/8 x 77 1/2" canvas, 60 1/2 x 87 1/8 x 4 3/4" framed			Lender	
12.32	Painting	Claude Monet, French, 1840-1926, Under the Poplars (Sous les Peupliers), 1887, oil on canvas, 28 3/4 x 36 1/4" canvas, 46 1/2 x 39 1/8 x 4 1/4" framed			Lender	
12.33	Painting	Claude Monet, French, 1840-1926, Villas at Bordighera (Les Villas à Bordighera), 1884, oil on canvas, 24 x 29 1/8" canvas, 34 7/8 x 39 7/8 x 4" framed			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.34	Painting	Claude Monet, French, 1840-1926, Water-Lilies (Nymphéas), 1914-1917, oil on canvas, 78 3/4 x 78 3/4" canvas, 89 x 89 x 4 5/8" framed			Lender	
12.35	Painting	Claude Monet, French, 1840-1926, Autumn at Jeufosse (Automne à Jeufosse), 1884, oil on canvas, 23 5/8 x 28 3/4" canvas, 33 1/2 x 38 3/8 x 3 1/2" framed			Lender	
12.36	Painting	Claude Monet, French, 1840-1926, The River (La Rivière), 1881, oil on canvas, 21 1/4 x 28 3/4" canvas, 31 7/8 x 41 x 4" framed			Lender	
12.37	Painting	Claude Monet, French, 1840-1926, Grainstacks in the Sunlight, Midday (Meules au soleil, milieu du jour), 1890-1891, oil on canvas, 25 5/8 x 39 3/8" canvas, 37 3/8 x 51 1/8 x 5 1/8" framed Denver only			Lender; increased from \$ [REDACTED] 6-27-19	
12.38	Painting	Claude Monet, French, 1840-1926, Peony Garden (Les Pivoines), 1887, oil on canvas, 25 5/8" x 39 3/8" canvas, est. 31 5/8" x 45 3/8" c 3 1/2" framed, P.1959-153			Lender	
12.39	Painting	Claude Monet, French, 1840-1926, Boat Lying at Low Tide (Bateau échoué), 1881, oil on canvas, 31 1/2 x 23 5/8" canvas, est. 37 1/2 x 29 5/8 x 3 1/2" framed			Lender	
12.40	Painting	Claude Monet, French, 1840-1926, Coastal Landscape, 1864, oil on canvas, 20 7/8 x 31 1/2" canvas, 30 3/8 x 41 1/8" framed, s461S1996			Lender 6-27-19	
12.41	Painting	Claude Monet, French, 1840-1926, Windmills near Zaandam (Moulins près de Zaandam), 1871, oil on canvas, 18 1/2 x 28 3/4" canvas, est. 24 1/2 x 34 3/4 x 3 1/2" framed, s503S2001			Lender 6-27-19	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 12						\$846,306,061

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.1	Painting	Claude Monet, French, 1840-1926, The Artist's House at Argenteuil (La Maison de l'artiste à Argenteuil), 1873, oil on canvas, 23 7/8 x 29 1/8" canvas, est. 29 7/8 x 35 1/8 x 3 1/2" framed Denver only			ender 6-27-19	
13.2	Painting	Claude Monet, French, 1840-1926, Charing Cross Bridge (Charing Cross Bridge), 1899-1901, oil on canvas, 25 5/8 x 39 3/8" canvas, 34.5 x 48 x 5" framed			ender	
13.3	Painting	Claude Monet, French, 1840-1926, The Doge's Palace (Le Palais ducal), 1908, oil on canvas, 32 x 39" canvas, 41 1/4 x 49 x 3 5/8" framed			ender	
13.4	Painting	Claude Monet, French, 1840-1926, Rock Points at Port-Goulphar (Pointes de rochers à Port-Goulphar), 1886, oil on canvas, 31 7/8 x 25 5/8" canvas, 42 x 37 3/4 x 4" framed, 198.282			ender	
13.5	Painting	Claude Monet, French, 1840-1926, Tulip Fields at Sassenheim (À Sassenheim près de Haarlem, champ de tulipes), 1886, oil on canvas, 23 1/2 x 28 3/4" canvas, 31 x 36 1/8 x 4 1/2" framed Denver only			ender	
13.6	Painting	Claude Monet, French, 1840-1926, The Geese (Les Oies dans le Ruisseau), 1874-1875, oil on canvas, 29 x 23 5/8" canvas, 36 3/4 x 31 5/8 x 2 3/8" framed			ender	
13.7	Painting	Claude Monet, French, 1840-1926, The Seine at Giverny (L'Île aux Orties, Giverny), 1897, oil on canvas, 27 7/8 x 35" canvas, est. 33 7/8 x 41 x 3 1/2" framed			ender	
13.8	Painting	Claude Monet, French, 1840-1926, Trees in Winter, View of Bennecourt (Arbres en hiver, vue sur Bennecourt), 1887, oil on canvas, 32 1/8 x 32 1/8" canvas, 43 7/8 x 43 7/8 x 3 7/8" framed			ender	
13.9	Painting	Claude Monet, French, 1840-1926, Le Pont-Neuf in Paris (Le Pont-Neuf à Paris), 1871-1872, oil on canvas, 21 x 28 7/8" canvas, 34 7/8 x 41 1/8 x 4 1/4" framed, 1985.R.38			ender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.10	Painting	Claude Monet, French, 1840-1926, Water-Lilies (Nymphéas), 1908, oil on canvas, 31 1/2" canvas diameter, 39 1/4 x 39 1/4 x 4" framed, 1981.128			Lender	
13.11	Painting	Claude Monet, French, 1840-1926, Water-Lilies (Nymphéas), 1903, oil on canvas, 31 7/8 x 39 3/8" canvas, 43 1/8 x 51 x 6" framed, 1953.11			Lender	
13.12	Painting	Claude Monet, French, 1840-1926, View of Bordighera (Vue de Bordighera), 1884, oil on canvas, 26 x 32 3/16" canvas, 37 5/16 x 43 11/16 x 4" framed			Lender	
13.13	Painting	Claude Monet, French, 1840-1926, Oat Field (Champ d'avoine), 1890, oil on canvas, 26 x 36 7/16" canvas, 36 3/8 x 46 7/8 x 4 5/8" framed			Lender	
13.14	Painting	Claude Monet, French, 1840-1926, House of the Customs Officer, Varengeville (La Cabane du douanier), 1882, oil on canvas, 24 x 31 7/8" canvas, 32 1/2 x 37 5/8 x 3 1/2" framed, 1934.27			Lender	
13.15	Painting	Claude Monet, French, 1840-1926, Autumn on the Seine, Argenteuil (Automne sur la Seine, Argenteuil), 1873, oil on canvas, 21 3/8 x 28 7/8" canvas, 27 3/8 x 34 7/8 x 3 1/2" Denver only			Lender	
13.16	Painting	Claude Monet, French, 1840-1926, The Church of San Giorgio Maggiore, Venice (Saint-Georges Majeur), 1908, oil on canvas, 25 5/8 x 36 1/4" canvas, est. 31 5/8 x 42 1/4 x 3 1/2" framed, 70.76			Lender	
13.17	Painting	Claude Monet, French, 1840-1926, The Meadow at Vétheuil (La Prairie à Vétheuil), 1879, oil on canvas, 31 1/8 x 38 5/8" canvas, 39 x 46 1/2 x 2 1/2" framed, 1944.79			Lender	
13.18	Painting	Claude Monet, French, 1840-1926, La Pointe de La Hève at Low Tide (La Pointe de La Hève à maré basse), 1865, oil on canvas, 35 3/8 x 59" canvas, est. 41 3/8 x 65 x 3 1/2" framed, AP 1968.07 Denver only			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.19	Painting	Claude Monet, French, 1840-1926, Boats on the Beach at Pourville, Low Tide (Barques sur la plage de Pourville, marée basse), 1882, oil on canvas, 23 7/8 x 31 3/8" canvas, est. 29 7/8 x 37 3/8 x 3 1/2" framed Denver only			Lender	
13.20	Painting	Claude Monet, French, 1840-1926, The Pointe du Petit Ailly in Gray Weather (La Pointe du Petit Ailly, temps gris), 1897, oil on canvas, 29 x 36" canvas, est. 35 x 42 x 3 1/2" framed Denver only			Lender	
13.21	Painting	Claude Monet, French, 1840-1926, Waterloo Bridge (Waterloo Bridge), 1903, oil on canvas, 25 1/8 x 31 1/4" canvas, 35 1/8 x 41 3/4 x 3 3/8" framed, 60.057.000			Lender	
13.22	Painting	Claude Monet, French, 1840-1926, Morning on the Seine, Giverny (Matinée sur la Seine), 1897, oil on canvas, 32 1/4 x 36 3/4" canvas, 39 3/4 x 44 1/4 x 3 11/16" framed			Lender	
13.23	Painting	Claude Monet, French, 1840-1926, The Rocks at Pourville, Low Tide (Les Rochers à marée basse, Pourville), 1882, oil on canvas, 25 5/16 x 31" canvas, 33 5/8 x 39 5/16 x 4" framed, 39.22			Lender	
13.24	Painting	Claude Monet, French, 1840-1926, The Parc Monceau (Le Parc Monceau), 1878, oil on canvas, 28 5/8 x 21 3/8" canvas, 38 3/4 x 31 3/8 x 4 1/4" framed, 59.142			Lender	
13.25	Painting	Claude Monet, French, 1840-1926, Arm of the Seine near Giverny (Bras de Seine près de Giverny), 1897, oil on canvas, 31 7/8 x 36 1/4" canvas, est. 37 7/8 x 42 1/4 x 3 1/2" framed			Lender	
13.26	Painting	Claude Monet, French, 1840-1926, Water-Lilies (Nymphéas), 1907, oil on canvas, 36 1/4 x 31 7/8" canvas, est. 42 1/4 x 37 7/8 x 3 1/2" framed Denver only			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.27	Painting	Claude Monet, French, 1840-1926, Seashore at Sainte-Adresse (Bord de la mer à Sainte-Adresse), 1864, oil on canvas, 15 3/4 x 28 3/4" canvas, 22 1/2 x 35 3/4 x 3 1/4" framed, 53.13 Denver only			Lender	
13.28	Painting	Claude Monet, French, 1840-1926, The Promenade at Argenteuil (La Promenade d'Argenteuil), 1872, oil on canvas, 19 7/8 x 25 1/2" canvas, 27 7/8 x 33 3/4 x 3 1/4" framed, 1970.17.42			Lender	
13.29	Painting	Claude Monet, French, 1840-1926, The Boulevard des Capucines (Le Boulevard des Capucines), 1873-1874, oil on canvas, 31 5/8 x 23 3/4" canvas, 43 3/8 x 36 1/4 x 4" framed, F72-35 Denver only			Lender	
13.30	Painting	Claude Monet, French, 1840-1926, Houses on the Old Bridge at Vernon (Maisons sur le vieux pont de Vernon), 1883, oil on canvas, 23 5/8 x 36 1/4" canvas, 35 x 43 x 3" framed, 95.387			Lender	
13.31	Painting	Claude Monet, French, 1840-1926, The Cliff, Étretat, Sunset (Étretat, soleil couchant), 1882-1883, oil on canvas, 23 3/4 x 32 3/4" canvas, 33 5/8 x 41 5/8 x 4" framed, 67.24.1			Lender	
13.32	Painting	Claude Monet, French, 1840-1926, The Road to Vétheuil (La Route de Vétheuil), 1880, oil on canvas, 23 x 28 1/2" canvas, 31 3/8 x 37 x 2 3/4" framed			Lender	
13.33	Painting	Claude Monet, French, 1840-1926, The Seine at Vétheuil (La Seine à Vétheuil), 1880, oil on canvas, 23 x 28 3/4" canvas, 30 7/8 x 36 x 3 3/8" framed, 1998.95			Lender	
13.34	Painting	Claude Monet, French, 1840-1926, Waterlilies and Japanese Bridge (Le Bassin aux nymphéas), 1899, oil on canvas, 35 5/8 x 35 5/8" canvas, 49 5/8 x 52 x 6" framed, y1972-15 Denver only			Lender 6-27-19	
13.35	Painting	Claude Monet, French, 1840-1926, Hyde Park, London (Hyde Park), c. 1871, oil on canvas, 16 x 29 1/8" canvas, est. 22 x 36 1/8 x 3 1/2" framed			Lender 6-27-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.36	Painting	Claude Monet, French, 1840-1926, <i>Haystacks at Chailly (Meules près de Chailly, soleil levant)</i> , 1865, oil on canvas, 11 7/8 x 22 3/4" canvas, 20 1/2 x 32 1/2 x 3 1/2" framed, 1982.20			Lender	
13.37	Painting	Claude Monet, French, 1840-1926, <i>Fishing Boats at Étretat (Bateaux de pêche)</i> , 1885, oil on canvas, 28 3/4 x 36 1/4" canvas, 40 1/2 x 48 3/4" framed, 92.88			Lender	
13.38	Painting	Claude Monet, French, 1840-1926, <i>Grainstacks, Snow Effect (Meules, effet de neige)</i> , 1890-1891, oil on canvas, 23 5/8 x 39 3/8" canvas, 45 11/16 x 29 3/4 x 3 1/8" framed, 1972-69.1 <i>Denver only</i>			Lender	
13.39	Painting	Claude Monet, French, 1840-1926, <i>The Bridge, Amsterdam (Le Pont, Amsterdam)</i> , 1874, oil on canvas, 21 x 25" canvas, 31 5/16 x 27 3/16 x 3 1/4" framed, 1972-69.5 <i>Denver only</i>			Lender	
13.40	Painting	Claude Monet, French, 1840-1926, <i>Apple Trees in Blossom (Pommiers en fleurs)</i> , 1872, oil on canvas, 22 5/8 x 27 3/8" canvas, 36 9/16 x 41 5/16 x 4 3/4" framed			Lender	
13.41	Painting	Claude Monet, French, 1840-1926, <i>The Break-up of the Ice (La Débâcle)</i> , 1880, oil on canvas, 23 3/4 x 39 3/8" canvas, 32 1/2 x 48 x 2 3/4" framed, 1976/2.134			Lender	
13.42	Painting	Claude Monet, French, 1840-1926, <i>The Beach at Trouville (La Plage à Trouville)</i> , 1870, oil on canvas, 21 1/4 x 25 1/2" canvas, est. 27 1/4 x 31 1/2 x 3 1/2" framed			Lender	
13.43	Painting	Claude Monet, French, 1840-1926, <i>Windmills near Zaandam (Moulins près de Zaandam)</i> , 1871, oil on canvas, 15 3/4 x 28 3/8" canvas, 29 1/8 x 42 1/16 x 5 3/4" framed, 37.894 <i>Denver only</i>			Lender	
13.44	Painting	Claude Monet, French, 1840-1926, <i>Waterloo Bridge (Waterloo Bridge)</i> , 1903, oil on canvas, 25 3/4 x 36 5/8" canvas, 31 3/16 x 42 1/4 x 2 1/2" framed <i>Denver only</i>			Lender	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 13						\$862,750,000

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTIONS 12 AND 13						\$1,709,056,061

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Claude Monet: The Truth of Nature
F-1414-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the Denver Art Museum and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$1,709,056,061 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: September 21, 2019 to March 2, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

**Denver - Rockwell APPROVED
(Q11) Approved for Indemnity**

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	painting	Norman Rockwell, American, 1894-1978, Deadline (Artist Facing Blank Canvas), Cover illustration for The Saturday Evening Post, October 8, 1938, oil on canvas, 38 1/2" x 30 1/2" canvas, 45 3/4" x 37 5/8" x 3 1/4" framed, NRACT.1973.4	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.2	painting	Norman Rockwell, American, 1894-1978, Family Home from Vacation, Cover illustration for The Saturday Evening Post, September 13, 1930, oil on canvas, 40" x 32" canvas, 48 1/2" x 40 1/2" x 1 3/4" framed			Lender	
11.3	painting	Norman Rockwell, American, 1894-1978, 'OK' the Pause that Refreshes (Coke and a Sandwich), Advertising illustration for Coca-Cola, oil on canvas, 32 3/4" x 22" x 1 3/4" framed			Lender	
11.4	painting	Norman Rockwell, American, 1894-1978, Brass Merchant (Bargaining with the Antiques Dealer), Cover illustration for The Saturday Evening Post, May 19, 1934, oil on canvas, 34" x 28" canvas, 38 1/2" x 32 1/2" x 2 1/4" framed, NRM.1978.02			Lender	
11.5	painting	Norman Rockwell, American, 1894-1978, Barbershop Quartet, Cover illustration for The Saturday Evening Post, September 26, 1936, oil on canvas, 36" x 27 1/4" canvas, 41 3/4" x 32 7/8" x 2" framed			Lender	
11.6	painting	Norman Rockwell, American, 1894-1978, Ticket Seller, Cover illustration for The Saturday Evening Post, February 19, 1938, oil on canvas, 28" x 24" canvas, 41 3/4" x 32 7/8" x 2" framed			Lender	

Denver - Rockwell APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.7	painting	Norman Rockwell, American, 1894-1978, Marble Champion, Cover illustration for The Saturday Evening Post, September 2, 1939, oil on canvas, 28" x 22" canvas, 37 1/8" x 31 1/8" x 3 5/8" framed			Lender	
11.8	painting	Norman Rockwell, American, 1894-1978, Willie Gillis Food Package, Cover illustration for The Saturday Evening Post, October 4, 1941, oil on canvas, 50" x 38" canvas, 55 1/2" x 44 1/2" x 2" framed			Lender	
11.9	painting	Norman Rockwell, American, 1894-1978, Willie Gillis in Convoy, Intended cover for The Saturday Evening Post, unpublished, c. 1941, oil on canvas, 43 x 34 1/2 canvas, 48 3/8" x 39 1/2" x 3" framed			Lender	
11.10	painting	Norman Rockwell, American, 1894-1978, Willie Gillis in Church, Cover illustration for The Saturday Evening Post, July 25, 1942, oil on canvas, 29" x 25" canvas, 35 7/8" x 31 5/8" x 1 3/4" framed			Lender	
11.11	painting	Norman Rockwell, American, 1894-1978, Tattoo Artist, Cover illustration for The Saturday Evening Post, March 4, 1944, oil on canvas, 43" x 33" canvas, 49 x 39 x 3 in est. framed, 69.8			Lender	
11.12	painting	Norman Rockwell, American, 1894-1978, The Armchair General, Cover illustration for The Saturday Evening Post, April 29, 1944, oil on canvas, 35" x 33" canvas, 46 1/2" x 41 x 4" est. framed			Lender	

Denver - Rockwell APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.13	painting	Norman Rockwell, American, 1894-1978, War News, Intended cover for The Saturday Evening Post, unpublished, 1944, oil on canvas, 41 1/4" x 40 1/2" canvas, 46 5/8" x 45 3/4" 2 5/8" framed, NRM.1976.02			Lender	
11.14	painting	Norman Rockwell, American, 1894-1978, Thanksgiving: Mother and Son Peeling Potatoes, Cover illustration for SEP, November 24, 1945, oil on canvas, 35" x 33 1/2" canvas, 39" x 37" x 2 1/8" framed			Lender	
11.15	painting	Norman Rockwell, American, 1894-1978, Back to Civvies, Cover illustration for The Saturday Evening Post, December 15, 1945, oil on canvas, 38 1/2" x 29 1/2" canvas, 50" x 41" x 3" framed			Lender	
11.16	painting	Mead Schaeffer, American, 1898-1980, Paratrooper, Cover illustration for The Saturday Evening Post, September 12, 1942, oil on canvas, 43" x 34 1/4" canvas, 50 1/2" x 41 1/2" x 3" framed			Lender	
11.17	painting	Mead Schaeffer, American, 1898-1980, Medic Corps, Cover Illustration for The Saturday Evening Post, November 6, 1944, oil on canvas, 43" x 34 1/4" canvas, 50 1/2" x 41 1/2" x 3 1/8" framed			Lender	
11.18	painting	Mead Schaeffer, American, 1898-1980, Naval Lookout, Cover Illustration for The Saturday Evening Post, November 7, 1942, oil on canvas, 43 1/4" x 34 1/4" canvas, 50 1/2" x 41 1/2" x 3" framed			Lender	

Denver - Rockwell APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.19	painting	Mead Schaeffer, American, 1898-1980, Flight Controller on Aircraft Carrier, Cover illustration for The Saturday Evening Post, June 12, 1943, oil on canvas, 43" x 34 1/4" canvas, 50 1/2" x 41 1/2" x 2 1/2" framed			Lender	
11.20	painting	Norman Rockwell, American, 1894-1978, Freedom of Speech, Illustration for The Saturday Evening Post, February 20, 1943, oil on canvas, 45 3/4" x 35 1/2" canvas, 51" x 41" x 3 3/8" framed, NRACT.1973.021			Lender	
11.21	painting	Norman Rockwell, American, 1894-1978, Freedom of Worship, Illustration for The Saturday Evening Post, February 27, 1943, oil on canvas, 45 3/4" x 35 1/2" canvas, 51" x 41" x 3 3/8" framed, NRACT.1973.023			Lender	
11.22	painting	Norman Rockwell, American, 1894-1978, Freedom from Want, Illustration for The Saturday Evening Post, March 6, 1943, oil on canvas, 45 3/4" x 35 1/2" canvas, 51" x 41 1/4" x 3 1/2" framed, NRACT.1973.022			Lender	
11.23	painting	Norman Rockwell, American, 1894-1978, Freedom from Fear, Illustration for The Saturday Evening Post, March 13, 1943, oil on canvas, 45 3/4" x 35 1/2" canvas, 51 1/2" x 41 1/4" x 3 3/4" framed, NRACT.1973.020			Lender	
11.24	painting	Norman Rockwell, American, 1894-1978, Golden Rule, Cover illustration for The Saturday Evening Post, April 1, 1961, oil on canvas, 44 1/2" x 39 1/2" canvas, 48 3/4" x 39 1/2" x 3" framed, NRACT.1973.010			Lender	

Denver - Rockwell APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.25	painting	Norman Rockwell, American, 1894-1978, Lincoln for the Defense, Illustration for Mr. Lincoln for the Defense by Elisa Bialk, The Saturday Evening Post, February 10, 1962, p. 25. oil on canvas, 49 3/4" x 17 1/2" canvas, 57" x 25" x 2 1/4" framed, NRACT.1973.077			Lender	
11.26	painting	Norman Rockwell, American, 1894-1978, The Problem We All Live With, Illustration for Look, January 14, 1964, pp. 22-23, oil on canvas, 36" x 58" canvas, NRM.1975.01			Lender	
11.27	painting	Norman Rockwell, American, 1894-1978, Portrait of Lynda Gunn, Study for The Problem We All Live With, Look, January 14, 1964, pp. 22-23, oil on board, 11 x 10 1/2" board, 20 1/8" x 19 1/4" x 1 1/4" framed, NRACT.1976.29			Lender	
11.28	painting	Norman Rockwell, American, 1894-1978, Murder in Mississippi, Unpublished illustration for Southern Justice, Look, June 29, 1965. oil on canvas, 42" x 35" canvas, 57 1/4" x 46 1/4" x 2 1/2" framed, NRM.1978.07			Lender	
11.29	painting	Norman Rockwell, American, 1894-1978, Murder in Mississippi, Illustration for Southern Justice, Look, June 29, 1965, oil on canvas, 16 3/16" x 12 13/16" canvas, 26 1/4" x 22 1/2" x 1 1/8" framed, NRACT.1973.079			Lender	
11.30	painting	Norman Rockwell, American, 1894-1978, JFK's Legacy. The Peace Corps, Cover illustration for Look, June 14, 1988, oil on canvas, 45 1/2 x 36 1/2 inches canvas, 51 3/8" x 43 3/8" x 3" framed, NRACT.1973.083			Lender	

Denver - Rockwell APPROVED
(Q11) Approved for Indemnity

#	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.31	painting	Norman Rockwell, American, 1894-1978, The Right to Know, Illustration for Look, August 20, 1968, oil on canvas, 29" x 54" canvas, 32" x 57" x 3 5/8" framed	[REDACTED]	[REDACTED]	Lender	[REDACTED]
11.32	painting	Norman Rockwell, American, 1894-1978, An Uneasy Christmas in the Birthplace of Peace, Illustration for Look, December 28, 1970, pp. 18-19, oil on canvas, 33" x 51" canvas, 40 1/2" x 58 5/8" x 2 1/4" framed, NRACT.1976.16			Lender	
TOTAL APPROVED INDEMNITY FOR QUESTION 11						\$373,758,000

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Norman Rockwell: Imagining Freedom
FD-0155-20 (Domestic Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Denver Art Museum and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$373,758,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: May 14, 2020 to October 6, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$300,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$300,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.



5/4/20

Name

Date

Mary Anne Carter

Chairman

National Endowment for the Arts

and

Member

Federal Council on the Arts and the Humanities

Attachment: List of Indemnified Objects

Detroit - Van Gogh APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>The Novel Reader</i> , 1888 Oil on canvas 28 3/4 x 36 1/4 in. (73 x 92.1 cm)			Lender	
12.2	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>The Dance Hall at Arles</i> , 1888 Oil on canvas 25 5/8 x 33 5/8 in. (65 x 85.5 cm) RF 1950 9			Lender	
12.3	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Le Moulin de la Galette</i> , 1886 Oil on canvas 14 15/16 x 18 3/16 in. (38 x 46.2 cm) A II 687			Lender	
12.4	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>The Drawbridge</i> , 1888 Oil on canvas 19 1/2 x 25 3/8 in. (49.5 x 64.5 cm) WRM 1197			Lender	
12.5	Lithograph	Vincent van Gogh, Dutch, 1853–1890 <i>The Potato Eaters</i> , 1885 Lithograph on paper 10 7/16 x 12 13/16 in. (26.5 x 32.5 cm) 558 (1975.9)			Lender	
12.6	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>The Stevedores in Arles</i> , 1888 Oil on canvas 21 1/4 x 25 9/16 in. (54 x 65 cm) 557 (1965.7)			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.7	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Wheat Stacks</i> , 1890 Oil on canvas 19 5/8 x 39 3/8 in. (50 x 100 cm) 98.1			Lender	
12.8	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Wheatfield with Cornflowers</i> , 1890 Oil on canvas 23 3/8 x 31 7/8 in. (60 x 81 cm) 97.1			Lender	
12.9	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Kitchen Gardens on Montmartre</i> , 1887 Oil on canvas 37 13/16 x 47 1/4 in. (96 x 120 cm) A 2234			Lender	
12.10	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Two Peasants Digging</i> , 1889 Oil on canvas 29 1/8 x 36 5/8 in. (74 x 93 cm) A 411			Lender	
12.11	Lithograph	Vincent van Gogh, Dutch, 1853–1890 <i>Sorrow</i> , 1882 Lithograph on paper; first proof 5 5/16 x 11 1/2 in. (38.9 cm x 29.2 cm) p0014V1962			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.12	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Beer Tankards</i> , 1885 Oil on canvas 12 3/8 x 16 3/4 in. (31.5 x 42.5 cm) s0096V1962			Lender	
12.13	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Birds' Nests</i> , 1885 Oil on canvas 15 1/2 x 18 5/16 in. (39.3 x 46.5 cm) s0001V1962			Lender	
12.14	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Fishing Boats on the Beach at Les Saintes-Maries-de-la-Mer</i> , 1888 Oil on canvas 25 9/16 x 32 1/16 in. (65 x 81.5 cm) s0028V1962			Lender	
12.15	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Poppy Field</i> , 1890 Oil on canvas 28 3/4 x 36 1/8 in. (73 x 91.5 cm) SCH-1948x0003			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.16	Drawing	Vincent van Gogh, Dutch, 1853–1890 <i>Ditch along Schenkweg</i> , 1882 Pencil, pen, and brush in black ink, gray wash, white opaque watercolor, and traces of squaring on laid paper 7 1/4 x 13 1/4 in. (18.4 x 33.7 cm) KM 113.904			Lender	
12.17	Drawing	Vincent van Gogh, Dutch, 1853–1890 <i>Mother with Child</i> , 1882 Pencil and oils on watercolor paper 16 1/8 x 9 11/16 in. (41 x 24.6 cm) KM 112.180			Lender	
12.18	Drawing	Vincent van Gogh, Dutch, 1853–1890 <i>Two Women Praying</i> , 1882 Pencil and black lithographic crayon on laid paper 16 13/16 x 11 5/16 in. (42.7 x 28.7 cm) KM 125.556			Lender	
12.19	Drawing	Vincent van Gogh, Dutch, 1853–1890 <i>Saying Grace</i> , 1882–83 Pencil, black lithographic crayon, gray wash, brush and printer’s ink, white oils, and gray opaque watercolor on watercolor paper 24 9/16 x 15 11/16 in. (62.4 x 39.8 cm) KM 113.046			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.20	Drawing	Vincent van Gogh, Dutch, 1853–1890 <i>Girl with a Shawl</i> , 1882–83 Pencil, black lithographic crayon and white opaque watercolor on watercolor paper 17 1/16 x 9 7/8 in. (43.4 x 25.1 cm) KM 121.748			Lender	
12.21	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Head of a Peasant Woman</i> , 1885 Oil on canvas laid on millboard 18 1/4 x 13 7/8 in. (46.4 x 35.3 cm) NG 2216			Lender	
12.22	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Olive Trees</i> , 1889 Oil on canvas 20 1/16 x 25 11/16 in. (51 x 65.2 cm) NG1803			Lender	
12.23	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Peach Trees in Blossom</i> , 1889 Oil on canvas 25 9/16 x 31 7/8 in. (65 x 81 cm) P.1932.SC.176			Lender	
12.24	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Van Gogh's Chair</i> , 1888 Oil on canvas 36 1/8 x 28 3/4 in. (91.8 x 73 cm) NG3862			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.25	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Restaurant de la Sirène, Asnières, 1887</i> Oil on canvas 20 9/16 x 25 3/8 in. (52.2 x 64.4 cm) WA1972.18	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.26	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>L'Arlésienne, Madame Ginoux, 1890</i> Oil on canvas 25 x 21 1/4 in. (66 x 54 cm)			Lender	
TOTAL APPROVED FOR INDEMNITY FOR QUESTION 12						\$891,457,170
13.1	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>The Sower, 1888</i> Oil on canvas 13 x 15 3/4 in. (33 x 40 cm)	[REDACTED]	[REDACTED]	Lender	[REDACTED]
13.2	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>The Man Is at Sea, 1889</i> Oil on canvas 26 x 20 in. (66 x 51 cm)			Lender	
13.3	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Vase with Poppies, c. 1886</i> Oil on canvas 21 1/2 x 17 3/4 in. (54.6 x 45.1 cm) 1957.617			Lender	
13.4	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Self-Portrait, 1887</i> Oil on canvas 15 15/16 x 13 3/8 in. (40.3 x 34 cm) 1954.189			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.5	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Square Saint-Pierre, Paris, 1887</i> Oil on canvas 23 3/8 x 32 in. (59.4 x 81.3 cm) 1958.59			Lender	
13.6	Painting	Joseph Stella, American, 1877–1946 <i>Battle of Lights, Coney Island, Mardi Gras, 1913–14</i> Oil on canvas 77 x 84 3/4 in. (195.6 x 215.3 cm) 1941.689			Lender	
13.7	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>The Bedroom, 1889</i> Oil on canvas 29 x 36 5/8 in. (73.6 x 92.3 cm) 1926.317			Lender	
13.8	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Landscape with Figures, 1889</i> Oil on canvas 19 15/16 x 26 in. (50.6 x 66 cm) BMA 1950.303			Lender	
13.9	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Lullaby: Madame Augustine Roulin Rocking a Cradle (La Berceuse), 1889</i> Oil on canvas 36 1/2 x 28 5/8 in. (92.7 x 72.7 cm) 48.548			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.10	Drawing	Vincent van Gogh, Dutch, 1853–1890 <i>The Wounded Veteran</i> , c. 1882–83 Graphite, brown ink, black ink and wash, and white gouache on heavily textured white wove paper 18 1/8 x 10 13/16 in. (46 x 27.5 cm) 1965.289			Lender	
13.11	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Terrace in the Luxembourg Gardens</i> , 1886 Oil on canvas 10 5/8 x 18 1/8 in. (27 x 46 cm) 1955.889			Lender	
13.12	Painting	Paul Gauguin, French, 1848–1903 <i>The Brooding Woman (Te Faaturuma)</i> , 1891 Oil on canvas 35 7/8 x 27 1/16 in. (91.1 x 68.7 cm) 1921.186			Lender	
13.13	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Olive Trees</i> , 1889 Oil on canvas 28 3/4 x 36 1/4 in. (73.03 x 92.08 cm) 32-2			Lender	
13.14	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Stairway at Auvers</i> , 1890 Oil on canvas 19 11/16 x 27 3/4 in. (50 x 70.5 cm) 1:1935			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.15	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>House on the Crau (The Old Mill)</i> , 1888 Oil on canvas 25 1/2 x 21 1/4 in. (64.77 x 53.97 cm) 1966:9.22	[REDACTED]	[REDACTED]	Lender	[REDACTED]
13.16	Drawing	Vincent van Gogh, Dutch, 1853–1890 <i>The Zouave</i> , 1888 Reed pen and brown ink, wax crayon, and watercolor over graphite on wove paper 12 3/8 x 9 5/16 in. (31.5 x 23.6 cm) 62.151			Lender	
13.17	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>L'Arlésienne: Madame Joseph-Michel Ginoux (Marie Julien, 1848–1911)</i> , 1888–89 Oil on canvas 36 x 29 in. (91.4 x 73.7 cm) 51.112.3			Lender	
13.18	Drawing	Vincent van Gogh, Dutch, 1853–1890 <i>Wheatfield, Saint-Rémy de Provence</i> , 1889 Steel and reed pens and brown ink on paper 18 3/8 x 24 3/8 in. (46.7 x 61.7 cm) 1973.13			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.19	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Olive Trees</i> , 1889 Oil on canvas 28 5/8 x 36 in. (72.6 x 91.4 cm) 581.1998			Lender	
13.20	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Mountains at Saint-Rémy</i> , 1889 Oil on canvas 28 11/16 x 36 1/4 in. (72.8 x 92 cm) 78.2514.24			Lender	
13.21	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Undergrowth with Two Figures</i> , 1890 Oil on canvas 19 1/2 x 39 1/4 in. (49.5 x 99.7 cm) 1967.1430			Lender	
13.22	Watercolor	Vincent van Gogh, Dutch, 1853–1890 <i>Landscape with Wheelbarrow</i> , 1883 Watercolor and opaque watercolor with black chalk on cream wove paper 9 13/16 x 14 1/16 in. (24.9 x 35.7 cm) 1958.30			Lender	
13.23	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Adeline Ravoux</i> , 1890 Oil on fabric 19 3/4 x 19 7/8 in. (50.2 x 50.5 cm) 1958.31			Lender	
13.24	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Houses at Auvers</i> , 1890 Oil on canvas 23 5/8 x 28 3/4 in. (60 x 73 cm) 1935.5			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.25	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Wheat Fields with Reaper, Auvers, 1890</i> Oil on canvas 29 x 36 5/8 in. (73.6 x 93 cm) 1935.4			Lender	
13.26	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Portrait of Camille Roulin, 1888</i> Oil on canvas 17 x 13 3/4 in. (43.2 x 34.9 cm) 1973-129-1			Lender	
13.27	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Le Moulin de la Galette, 1886–87</i> Oil on canvas 18 5/8 x 15 1/2 in. (47.31 x 39.37 cm) 67.16			Lender	
13.28	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Wheat Fields after the Rain (The Plain of Auvers), 1890</i> Oil on canvas 28 7/8 x 36 3/8 in. (73.34 x 92.39 cm) 68.18			Lender	
13.29	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>View of Auvers-sur-Oise, 1890</i> Oil on canvas 13 3/8 x 16 9/16 in. (34 x 42.1 cm) 35.770			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.30	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Sheaves of Wheat</i> , 1890 Oil on canvas 19 7/8 x 39 3/4 (50.483 x 100.965 cm) 1985.R.80			Lender	
13.31	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Women Crossing the Fields</i> , 1890 Oil on paper 11 15/16 x 23 1/2 in. (30.3 x 59.7 cm) 1950.49			Lender	
13.32	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Roses</i> , 1890 Oil on canvas 27 15/16 x 35 7/16 in. (71 x 90 cm) 1991.67.1			Lender	
13.33	Painting	Paul Cézanne, French, 1839–1906 <i>Still Life with Milk Jug and Fruit</i> , c. 1900 Oil on canvas 18 1/16 x 21 5/8 in. (45.8 x 54.9 cm) 1972.9.5			Lender	
13.34	Painting	Vincent van Gogh, Dutch, 1853–1890 <i>Entrance to the Public Gardens in Arles</i> , 1888 Oil on canvas 28 1/2 x 35 3/4 in. (72.39 x 90.80 cm)			Lender	
TOTAL APPROVED FOR INDEMNITY FOR QUESTION 13						\$1,657,951,473
TOTAL APPROVED FOR INDEMNITY FOR QUESTION 12 & 13 with a maximum of \$1,800,000,000:						\$2,549,408,643

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Van Gogh in America
F-1423-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Detroit Institute of Arts, The and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$1,800,000,000 (United States dollars), the maximum allowed by statute, with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: May 21, 2020 to October 27, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Tony Chauveaux	
Deputy Chairman for Programs and Partnerships	
for	
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Frist - Turner APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	painting	Joseph Mallord William Turner, British, 1775-1881, <i>Landscape Composition with a Ruined Castle on a Cliff</i> , 1792-3, Graphite and watercolour on paper, 8 3/8 x 10 5/8 in., D00391			Lender	
12.2	painting	Joseph Mallord William Turner, British, 1775-1882, <i>Small Boats beside a Man-o'-War</i> , 1796-7, Gouache and watercolour on paper, 13 7/8 x 24 1/4 in., D00902			Lender	
12.3	painting	Joseph Mallord William Turner, British, 1775-1883, <i>Traeth Mawr, looking East towards Y Cnicht and Moelwyn Mawr</i> , c.1799-1800, Graphite and watercolour on paper, 21 3/8 x 30 in., D03647			Lender	
12.4	painting	Joseph Mallord William Turner, British, 1775-1884, <i>The Schöllenen Gorge from the Devil's Bridge, Pass of St Gotthard</i> , 1802, Graphite, watercolour and gouache on paper, 18 1/2 x 12 1/4 in., D04625			Lender	
12.5	painting	Joseph Mallord William Turner, British, 1775-1885, <i>A Ravine in the Pass of St Gotthard</i> , 1802, Gouache, graphite and watercolour on paper, 12 1/2 x 18 5/8 in., D04627			Lender	
12.6	painting	Joseph Mallord William Turner, British, 1775-1886, <i>The Pic de l'Oeillette, Gorges du Guiers Mort, Chartreuse; Looking back to St Laurent du Pont</i> , 1802, Gouache, graphite and watercolour on paper, 22 1/8 x 28 5/8 in., D04882			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.7	painting	Joseph Mallord William Turner, British, 1775-1887, <i>The St Gotthard Road between Amsteg and Wassen, Looking up the Reuss Valley</i> , c.1814-15, Gouache, graphite and watercolour on paper, 26 1/2 x 39 3/4 in., D04897			Lender	
12.8	painting	Joseph Mallord William Turner, British, 1775-1888, <i>The Battle of Fort Rock, Val d'Aouste, Piedmont</i> , 1796, exhibited 1815, Gouache and watercolour on paper, 27 3/8 x 39 7/8 in., D04900			Lender	
12.9	painting	Joseph Mallord William Turner, British, 1775-1889, <i>Lake Como from Menaggio, Looking towards Bellagio</i> , 1819, Watercolour on paper, 8 3/4 x 11 3/8 in., D15251			Lender	
12.10	painting	Joseph Mallord William Turner, British, 1775-1890, <i>Burg Treis</i> , c.1839, Gouache and watercolour on paper, 5 1/2 x 7 3/8 in., D24735			Lender	
12.11	painting	Joseph Mallord William Turner, British, 1775-1891, <i>Küssnacht, Lake of Lucerne: Sample Study</i> , c.1842-3, Graphite, watercolour and pen on paper, 8 7/8 x 11 3/8 in., D36053			Lender	
12.12	painting	Joseph Mallord William Turner, British, 1775-1892, <i>Goldau, with the Lake of Zug in the Distance: Sample Study</i> , c.1842-3, Graphite, watercolour and pen on paper, 8 7/8 x 11 3/8 in., D36131			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.13	painting	Joseph Mallord William Turner, British, 1775-1893, <i>The Blue Rigi: Sample Study</i> , c.1841-2, Watercolour on paper, 9 x 12 3/4 in., D36188	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.14	painting	Joseph Mallord William Turner, British, 1775-1894, <i>Fishermen on the Lagoon, Moonlight</i> , 1840, Watercolour on paper, 7 1/2 x 11 in., D36192			Lender	
12.15	painting	Joseph Mallord William Turner, British, 1775-1895, <i>Lausanne: Sunset</i> , 1841-2, Gouache, graphite and watercolour on paper, 9 7/8 x 14 3/8 in., D36211			Lender	
12.16	painting	Joseph Mallord William Turner, British, 1775-1896, <i>The Entrance to the Via Mala</i> , ?1843, Watercolour and gouache on paper, 9 1/2 x 12 1/8 in., D36223			Lender	
12.17	painting	Joseph Mallord William Turner, British, 1775-1897, <i>Brunnen, from the Lake of Lucerne: Sample Study</i> , 1843-5, Graphite, watercolour and gouache on paper, 9 1/2 x 11 5/8 in., D36237			Lender	
12.18	painting	Joseph Mallord William Turner, British, 1775-1898, <i>Morning amongst the Coniston Fells, Cumberland</i> , exhibited 1798, Oil paint on canvas, 48 3/8 x 35 3/8 in., N00461			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.19	painting	Joseph Mallord William Turner, British, 1775-1899, <i>Mountain Scene with Castle, Probably Martigny</i> , c.1802-3, Oil paint on canvas, 17 1/8 x 21 1/4 in., N00465			Lender	
12.20	painting	Joseph Mallord William Turner, British, 1775-1900, <i>The Fall of an Avalanche in the Grisons</i> , exhibited 1810, Oil paint on canvas, 35 1/2 x 47 1/8 in., N00489			Lender	
12.21	painting	Joseph Mallord William Turner, British, 1775-1901, <i>Peace - Burial at Sea</i> , exhibited 1842, Oil paint on canvas, 34 1/4 x 34 1/8 in., N00528			Lender	
12.22	painting	Joseph Mallord William Turner, British, 1775-1902, <i>Snow Storm - Steam-Boat off a Harbour's Mouth</i> , exhibited 1842, Oil paint on canvas, 35 7/8 x 47 7/8 in., N00530			Lender	
12.23	painting	Joseph Mallord William Turner, British, 1775-1903, <i>Shade and Darkness - the Evening of the Deluge</i> , exhibited 1843, Oil paint on canvas, 30 7/8 x 30 5/8 in., N00531			Lender	
12.24	painting	Joseph Mallord William Turner, British, 1775-1904, <i>Light and Colour (Goethe's Theory) - the Morning after the Deluge - Moses Writing the Book of Genesis</i> , exhibited 1843, Oil paint on canvas, 30 7/8 x 30 7/8 in., N00532			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.25	painting	Joseph Mallord William Turner, British, 1775-1905, <i>The Hero of a Hundred Fights</i> , c.1800-10, reworked and exhibited 1847, Oil paint on canvas, 35 5/8 x 47 3/4 in., N00551			Lender	
12.26	painting	Joseph Mallord William Turner, British, 1775-1906, <i>Sunrise with Sea Monsters</i> , c.1845, Oil paint on canvas, 35 7/8 x 47 7/8 in., N01990			Lender	
12.27	painting	Joseph Mallord William Turner, British, 1775-1907, <i>Waves Breaking against the Wind</i> , c.1840, Oil paint on canvas, 23 3/4 x 37 3/8 in., N02881			Lender	
12.28	painting	Joseph Mallord William Turner, British, 1775-1908, <i>Grenoble Seen from the River Drac with Mont Blanc in the Distance</i> , c.1802, Oil paint on canvas, 14 1/4 x 25 1/8 in., N02988			Lender	
12.29	painting	Joseph Mallord William Turner, British, 1775-1909, <i>Landscape with Lake and Fallen Tree</i> , ?c.1800, Oil paint on canvas, 15 3/8 x 23 3/4 in., N03557			Lender	
12.30	painting	Joseph Mallord William Turner, British, 1775-1910, <i>Seascape with Storm Coming On</i> , c.1840, Oil paint on canvas, 35 7/8 x 47 3/4 in., N04445			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.31	painting	Joseph Mallord William Turner, British, 1775-1911, <i>Rough Sea</i> , c.1840-5, Oil paint on canvas, 35 7/8 x 47 7/8 in., N05479			Lender	
12.32	painting	Joseph Mallord William Turner, British, 1775-1912, <i>Three Seascapes</i> , c.1827, Oil paint on canvas, 35 5/8 x 23 5/8 in., N05491			Lender	
12.33	painting	Joseph Mallord William Turner, British, 1775-1913, <i>Seascape with Distant Coast</i> , c.1840, Oil paint on canvas, 35 7/8 x 47 7/8 in., N05516			Lender	
12.34	painting	Joseph Mallord William Turner, British, 1775-1914, <i>Fishermen at Sea</i> , exhibited 1796, Oil paint on canvas, 35 7/8 x 48 in., T01585			Lender	
12.35	painting	Joseph Mallord William Turner, British, 1775-1915, <i>The Blue Rigi, Sunrise</i> , 1842, Watercolour on paper, 11 5/8 x 17 5/8 in., T12336			Lender	
12.36	painting	Joseph Mallord William Turner, British, 1775-1916, <i>Steamer and Lightship; a study for 'The Fighting Temeraire'</i> , c.1838-9, Oil paint on canvas, 35 7/8 x 47 1/8 in., N05478			Lender	

Frist - Turner APPROVED
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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.37	painting	Joseph Mallord William Turner, British, 1775-1917, <i>The Death of Actaeon, with a Distant View of Montjovet, Val d'Aosta</i> , c.1837, Oil paint on canvas, 58 5/8 x 43 5/8 in., A00909	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.38	painting	Joseph Mallord William Turner, British, 1775-1918, <i>Chamonix: Mont Blanc and the Arve Valley from the Path to the Montenvers</i> , 1802, Graphite, watercolour and gouache on paper, 12 1/2 x 18 1/2 in., D04610			Lender	
12.39	painting	Joseph Mallord William Turner, British, 1775-1919, <i>Blair's Hut on the Montenvers</i> , 1802, Graphite, watercolour and gouache on paper, 12 1/4 x 18 3/8 in., D04614			Lender	
12.40	painting	Joseph Mallord William Turner, British, 1775-1920, <i>The Mer de Glace, Looking up to the Aiguille de Tacul</i> , 1802, Graphite, chalk, watercolour, and gouache on paper, 12 1/4 x 18 1/4 in., D04615			Lender	
12.41	painting	Joseph Mallord William Turner, British, 1775-1921, <i>The Mewstone</i> , c.1823-6, Watercolour on paper, 9 1/2 x 15 in., D17170			Lender	
12.42	painting	Joseph Mallord William Turner, British, 1775-1922, <i>Geneva, the Jura Mountains and Isle Rousseau, Sunset</i> , 1841, Watercolour and graphite on paper, 8 7/8 x 11 1/2 in., D33479			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.43	painting	Joseph Mallord William Turner, British, 1775-1923, <i>Funeral at Lausanne</i> , 1841, Graphite and watercolour on paper, 9 1/4 x 13 1/4 in., D33526			Lender	
12.44	painting	Joseph Mallord William Turner, British, 1775-1924, <i>Fribourg</i> , c.1841, Graphite and watercolour on paper, 9 1/8 x 13 1/8 in., D33559			Lender	
12.45	painting	Joseph Mallord William Turner, British, 1775-1925, <i>Sea Monsters and Vessels at Sunset</i> , c.1845, Watercolour and chalk on paper, 8 5/8 x 12 3/4 in., D35260			Lender	
12.46	painting	Joseph Mallord William Turner, British, 1775-1926, <i>Beach</i> , c.1845, Watercolour and crayon on paper, 8 1/2 x 11 3/8 in., D35855			Lender	
12.47	painting	Joseph Mallord William Turner, British, 1775-1927, <i>The Red Rigi: Sample Study</i> , c.1841-2, Watercolour on paper, 8 7/8 x 11 7/8 in., D36123			Lender	
12.48	painting	Joseph Mallord William Turner, British, 1775-1928, <i>Storm in the St Gotthard Pass. The First Bridge above Altdorf: Sample Study</i> , c.1844-5, Graphite, watercolour and pen on paper, 9 3/8 x 11 5/8 in., D36135			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.49	painting	Joseph Mallord William Turner, British, 1775-1929, <i>Lucerne by Moonlight: Sample Study</i> , c.1842-3, Watercolour on paper, 9 1/4 x 12 3/4 in., D36182			Lender	
12.50	painting	Joseph Mallord William Turner, British, 1775-1930, <i>Lake Lucerne: Sample Study</i> , 1844, Graphite and watercolour on paper, 9 1/2 x 11 7/8 in., D36197			Lender	
12.51	painting	Joseph Mallord William Turner, British, 1775-1931, <i>Sea and Sky</i> , c.1845, Watercolour on paper, 11 3/8 x 17 1/4 in., D36309			Lender	
12.52	painting	Joseph Mallord William Turner, British, 1775-1932, <i>Sea and Sky</i> , c.1843-5, Watercolour on paper, 11 3/8 x 17 1/4 in., D36310			Lender	
12.53	painting	Joseph Mallord William Turner, British, 1775-1933, <i>Beach and Sailboat</i> , c.1843-5, Watercolour on paper, 11 x 17 3/8 in., D36311			Lender	
12.54	painting	Joseph Mallord William Turner, British, 1775-1934, <i>Venice, the Bridge of Sighs</i> , exhibited 1840, Oil paint on canvas, 27 x 35 7/8 in., N00527			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
12.55	painting	Joseph Mallord William Turner, British, 1775-1935, <i>Rough Sea with Wreckage</i> , c.1840-5, Oil paint on canvas, 36 1/4 x 48 1/4 in., N01980			Lender	
12.56	painting	Joseph Mallord William Turner, British, 1775-1936, <i>Brighton Beach, with the Chain Pier in the Distance, from the West</i> , c.1827, 1843, Oil paint on canvas, 35 7/8 x 47 7/8 in., N01986			Lender	
12.57	painting	Joseph Mallord William Turner, British, 1775-1937, <i>Tivoli: Tobias and the Angel</i> , c.1835, Oil paint on canvas, 35 5/8 x 47 5/8 in., N02067			Lender	
12.58	painting	Joseph Mallord William Turner, British, 1775-1938, <i>Sun Setting over a Lake</i> , c.1840, Oil paint on canvas, 35 3/4 x 48 1/4 in., N04665			Lender	
12.59	painting	Joseph Mallord William Turner, British, 1775-1939, <i>A River Seen from a Hill</i> , c.1840-5, Oil paint on canvas, 30 7/8 x 31 1/4 in., N05475			Lender	
12.60	painting	Joseph Mallord William Turner, British, 1775-1940, <i>Southern Landscape with an Aqueduct and Waterfall</i> , ?1828, Oil paint on canvas, 59 1/8 x 98 in., N05506			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.61	painting	Joseph Mallord William Turner, British, 1775-1941, <i>The Deluge, ?exhibited 1805</i> , Oil paint on canvas, 56 1/4 x 92 3/4 in., N00493			Lender	
12.62	painting	Joseph Mallord William Turner, British, 1775-1942, <i>The Arch of Constantine, Rome</i> , c.1835, Oil paint on canvas, 35 7/8 x 47 7/8 in., N02066			Lender	
12.63	painting	Joseph Mallord William Turner, British, 1775-1943, <i>Venice: Looking North from the Hotel Europa, with the Campaniles of San Marco, San Moise and Santo Stefano</i> , 1840, Graphite, watercolour and bodycolour on paper, 7 3/4 x 11 in., D32140			Lender	
12.64	painting	Joseph Mallord William Turner, British, 1775-1944, <i>Venice: The Doge's Palace and the Riva degli Schiavoni, from the Bacino</i> , 1840, Graphite, watercolour, gouache and pen on paper, 9 1/2 x 11 7/8 in., D32154			Lender	
12.65	painting	Joseph Mallord William Turner, British, 1775-1945, <i>Venice: San Giorgio Maggiore at Sunset, from the Hotel Europa</i> , 1840, Watercolour, bodycolour and graphite on paper, 7 1/2 x 11 in., D32165			Lender	
12.66	painting	Joseph Mallord William Turner, British, 1775-1946, <i>Venice: The Zitelle, Santa Maria della Salute, the Campanile and San Giorgio Maggiore from the Canale della Grazia</i> , 1840, Graphite, watercolour and pen on paper, 9 1/2 x 12 in., D32156			Lender	

Frist - Turner APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.67	painting	Joseph Mallord William Turner, British, 1775-1947, <i>Venice: The Steps of Santa Maria della Salute, looking up the Grand Canal</i> , 1840, Graphite, watercolour and pen on paper, 8 5/8 x 12 5/8 in., D32121			Lender	
12.68	painting	Joseph Mallord William Turner, British, 1775-1948, <i>The Punta della Dogana, with San Giorgio Maggiore Beyond</i> , c.1833 or 1840, Gouache, graphite and watercolour on paper, 7 5/8 x 11 in., D32207			Lender	
12.69	painting	Joseph Mallord William Turner, British, 1775-1949, <i>Venice: The Dogana and the Salute, with the Entrance to the Grand Canal, at Twilight</i> , 1840, Graphite, watercolour and bodycolour on paper, 7 3/8 x 10 7/8 in., D32201			Lender	
12.70	painting	Joseph Mallord William Turner, British, 1775-1950, <i>Venice, the Campanile of San Marco from the Roof of the Hotel Europa: Moonlight</i> , 1840, Watercolour and gouache on paper, 9 1/2 x 12 in., D32224			Lender	
12.71	painting	Joseph Mallord William Turner, British, 1775-1951, <i>Venice: San Marco and the Piazzetta, with San Giorgio Maggiore, Night</i> , c.1840, Watercolour and bodycolour on paper, 5 3/4 x 8 7/8 in., D32250			Lender	
12.72	painting	Joseph Mallord William Turner, British, 1775-1952, <i>Venice - Maria della Salute</i> , exh. 1844, Oil paint on canvas, 24 1/8 x 36 1/4 in., N00539			Lender	

Frist - Turner APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.73	painting	Joseph Mallord William Turner, British, 1775-1953, <i>Sea and Sky, ?English Coast</i> , c.1832, Gouache and watercolour on paper, 7 1/2 x 10 7/8 in., D36285	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.74	painting	Joseph Mallord William Turner, British, 1775-1954, <i>Sea and Sky</i> , c.1830–45, Gouache and watercolour on paper, 7 1/2 x 11 in., D36163			Lender	
12.75	painting	Joseph Mallord William Turner, British, 1775-1955, <i>Storm Clouds, Perhaps above a Beach</i> , c.1840–5, Watercolour on paper, 9 5/8 x 11 7/8 in., D35875			Lender	
TOTAL APPROVED INDEMNITY FOR QUESTION 12						\$678,841,722

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
J.M.W. Turner: Quest for the Sublime
F-1424-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Frist Art Museum and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$678,841,722 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: January 26, 2020 to June 8, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Tony Chauveaux	
Deputy Chairman for Programs and Partnerships	
for	
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	painting	Edward Hicks (attributed to) American, 1780-1849 The Peaceable Kingdom c. 1846 Oil on canvas, 25 x 28 ½ in. (63.5 x 72.4 cm) Frame: 32 3/8 x 36 x 2 1/2 in. 1993.35.14			Lender	
11.2	painting	Charles Sheeler American, 1883–1965 Kitchen, Williamsburg 1937 Oil on hardboard 10 x 14 in. (25.4 x 35.6 cm) Frame: 11 1/2 x 15 1/2 x 2 in. 1993.35.24			Lender	
11.3	painting	Georgia O'Keeffe American, 1887–1986 Bare Tree Trunks with Snow 1946 Oil on canvas 29 1/2 x 39 1/2 in. 1953.1			Lender	
11.4	sculpture	John Storrs American, 1885-1956 Study in Architectural Forms (Forms in Space) 1927 Bronze 31 3/16 x 7 5/8 x 4 5/8 in. NC.1973.A.01			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.5	painting	Georgia O'Keeffe American, 1887-1986 From the Plains I 1953 Oil on canvas 47 11/16 x 83 5/8 in. 1973.22			Lender	
11.6	painting	Arthur Dove American, 1880-1946 Dawn III 1932 Oil on canvas 22 x 22 in 1975.27			Lender	
11.7	painting	Yasuo Kuniyoshi American, 1889 – 1953 Little Joe with Cow 1923 Oil on canvas 28 x 42 in. Framed: 37 x 50 3/4 x 3 7/8 in. 2010.108			Lender	
11.8	painting	Stuart Davis American, 1892 – 1964 Composition with Winch ca. 1932 Oil on canvas 22 x 27 inches			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.9	painting	Max Weber American, 1881-1964 Burlesque #1- 1909 Oil on canvas 15 1/4 x 18 1/4 in. (38.7 x 46.4 cm) Framed: 21 1/4 x 23 3/4 x 2 1/4 in. 2012.501			Lender	
11.10	painting	Horace Pippin American, 1888-1946 West Chester, Pennsylvania- 1942 Oil on canvas 29 1/2 x 36 in. M51.44			Lender	
11.11	painting	Arthur Dove American, 1880-1946 High Noon 1944 Oil and wax on canvas 27 x 36 in. Framed: 34 1/4 x 43 x 1 1/2 in. M105.52			Lender	
11.12	painting	John Marin American, 1870-1953 The Fog Lifts -1949 Oil on canvas 22 1/8 x 28 1/8 in. Framed: 30 3/4 x 36 1/2 x 2 1/4 in. M143.57			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.13	painting	Raphaelle Peale American, 1774-1825 Venus Rising From the Sea - A Deception ca. 1822 Oil on canvas 29 1/8 (H) x 24 1/8 in. 34-147			Lender	
11.14	painting	Horace Pippin American, 1888-1946 Sunday Morning Breakfast 1943 Oil on fabric unframed: 16 x 20 in. Framed: 21 9/16 x 25 9/16 x 2 1/4 in. 164:2015			Lender	
11.15	painting	Stuart Davis American, 1892-1964 Percolator 1927 Gouache on board 17 3/4 x 14 3/8 in.			Lender	
11.16	painting	Niles Spencer American, 1893-1952 Studio Table 1925 Oil on canvas 36 1/2 x 28 1/2 inches 2006.04.28.5			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.17	painting	O. Louis Guglielmi American, 1906-1956 A Muted Street 1940-42 Oil on canvas 24 x 20 in 1991.01.22.1			Lender	
11.18	painting	Marsden Hartley American, 1877-1943 Beaver Lake, Lost River Region 1930 Oil on canvas 34 7/8 x 30 3/16 in. Framed: 39 1/16 x 34 1/4 x 3 1/4 in. 1971.43			Lender	
11.19	painting	Georgia O'Keeffe American, 1887-1986 Poppies 1950 Oil on canvas 36 x 30 in. M1977.133			Lender	
11.20	painting	Yasuo Kuniyoshi American, 1889 – 1953 The Swimmer c. 1924 Oil on canvas 20 1/2 x 30 1/2 in. 1931.196			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.21	painting	Yasuo Kuniyoshi American, 1889 – 1953 Circus Girl Resting 1925 Oil on canvas 38 x 28 ½ in. (97.5 x 72.5 cm) 1948.1.22			Lender	
11.22	painting	Ben Shahn American, b. Lithuania, 1898-1969 Hunger 1946 Gouache on composition board 39 x 25 in. 1948.1.31			Lender	
11.23	painting	O. Louis Guglielmi American, b. Egypt, American, 1906-1956 Subway Exit 1946 Oil on canvas 29 7/8 x 28 in. 1948.1.17			Lender	
11.24	painting	Arthur Dove American, 1880-1946 Tree Forms 1932 Oil on canvas 28 1/16 x 20 1/16 Framed: 31 1/4 x 23 3/16 x 1 1/4 in. 65.25.1			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.25	painting	John Brewster, Jr. (attributed to) American, 1766-1854 Boy with Finch c. 1800 Oil on canvas 39 x 24 in. 1939.100.5			Lender	
11.26	painting	E.S. FIELD American, 1805-1900 Possibly Mr. Pearce ca. 1835 Oil on canvas 30 x 26 in 1939.100.7			Lender	
11.27	painting	E.S. FIELD American, 1805-1900 Possibly Mrs. Pearce ca. 1835 Oil on canvas 30 x 26 in 1939.100.8			Lender	
11.28	painting	Georgia O'Keeffe American, 1887-1986 White Flower 1932 Oil on panel (type of wood unknown) Panel: 16 x 20 in. Frame: 23 1/2 x 27 1/4 in. 1934.007			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.29	painting	Stuart Davis American, 1892 – 1964 Little Giant Still Life 1950 Oil on canvas 33 × 43 in. (83.8 × 109.1 cm) 50.8			Lender	
11.30	painting	Jacob Lawrence American, 1917-2000 This Is Harlem 1943 Gouache and pencil on paper image: 14 5/8 x 21 3/4 in. sheet: 15 5/16 x 22 5/8 in. 66.2921			Lender	
11.31	painting	Jacob Lawrence American, 1917-2000 When It Is Warm the Parks Are Filled with People 1943 Gouache and pencil on paper 22 7/16 x 15 9/16 in. 66.2922			Lender	
11.32	painting	Joseph Stella American (b. Italy), 1877-1946 Study for "New York Interpreted: The Bridge" 1917 or 1917-1922 Watercolor and pencil on paper 24 x 18 in. 85.22			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	
11.33	painting	Arthur Dove American, 1880-1946 Snowstorm 1935 Oil on canvas 14 x 20 in. Framed: 26 7/8 x 33 x 1 3/8 in.	[REDACTED]	[REDACTED]	Lender	[REDACTED]	
11.34	painting	Peter Blume born Russia, Belarus 1906-1992 South of Scranton 1931 Oil on canvas 56 1/4 x 66 1/4 in. 42.155			Lender		Lender
11.35	painting	Charles Sheeler American, 1883-1965 Americana 1931 Oil on canvas 48 x 36 in. 1992.24.8			Lender		Lender
11.36	painting	Stuart Davis American, 1892 - 1964 Egg Beater No. 1 1927 Oil on linen 29 3/16 x 36 3/16 in. 31.169			Lender		Lender
11.37	painting	Max Weber American, 1881-1961 Chinese Restaurant 1915 Oil, charcoal, and collaged paper on linen 40 x 48 1/8 in. 31.382			Lender		Lender

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.38	painting	Georgia O'Keeffe American, 1887-1986 In the Patio IX 1950 Oil on canvas mounted on panel 30 x 40 in. 2012.05.01			Lender	
11.39	painting	Stuart Davis American, 1892 - 1964 Study for Ready to Wear 1955 Gouache and graphite on paper 9 1/4 x 7 1/8 in. 77.062.010			Lender	
11.40	painting	William Michael Harnett American (b. Ireland), 1848-1892 The Faithful Colt 1890 Oil on canvas 22 1/2 (h) x 18 1/2 in. 1935.236			Lender	
11.41	painting	John Marin American, 1870-1953 From the Bridge, N. Y. C. 1933 Opaque and transparent watercolor with charcoal and collage on paper 21 7/8 (h) x 26 3/4 in. 1948.479			Lender	

**Jewish Museum - Edith Halpert APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.42	sculpture	Elie Nadelman American (b. Poland), 1882-1946 Seated Woman c. 1919-1925 Cherry wood and iron 31 3/4 x 12 3/4 x 18 3/4 in. 1955.8			Lender	
11.43	painting	Charles Sheeler American, 1883–1965 Ore Into Iron 1953 Oil on canvas 24 1/8 x 18 1/8 in. (61.28 x 46.04 cm) Framed - Overall: 34 1/8 x 28 1/8 x 1 1/2 in. 1990.381			Lender	
11.44	sculpture	Elie Nadelman American (b. Poland), 1882-1946 Circus Performer c. 1920-1925 Painted cherrywood 33 3/4 in. x 8 1/2 in. x 5 1/2 in. 2013.214			Lender	
11.45	painting	John Frederick Peto American, 1854-1907 Lincoln and the Star of David 1904 Oil on canvas 20 x 14 in. Framed: 27 1/8 x 21 1/4 x 2 in.			Lender	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 11:						\$104,050,000
		Updated 10-16-19				

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Edith Halpert and the Rise of American Art
FD-0150-19 (Domestic Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the The Jewish Museum and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$108,856,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: October 1, 2019 to March 9, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$50,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$50,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

MAM - A Modern Vision APPROVED

(Q11) Requested for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	Painting	Jean-Baptiste Simeon Chardin (French, 1699–1779) A Bowl of Plums, c. 1728 Oil on canvas 17 1/2 x 22 1/8 in. (44.5 x 56.2 cm) Acquired 1920			Lender	
11.2	Painting	Henri Fantin-Latour (French, 1836–1904) Peaches, 1869 Oil on canvas 7 7/8 x 11 in. (20.0025 x 27.94 cm) Gift of Laughlin and Jennifer Phillips, 2008			Lender	
11.3	Painting	Edouard Manet (French, 1832–1883) Spanish Ballet, 1862 Oil on canvas 24 x 35 5/8 in. (601 x 90.5 cm) Acquired 1928			Lender	
11.4	Painting	Honoré Daumier (French, 1808–1879) The Uprising (L'Emeute), 1848 or later Oil on canvas 34 1/2 x 44 1/2 in. (87.6 x 113 cm) Acquired 1925			Lender	
11.5	Painting	Honoré Daumier (French, 1808–1879) Three Lawyers, between 1855 and 1857 Oil on canvas 16 x 12 3/4 in. (40.64 x 32.385 cm) Acquired 1920			Lender	
11.6	Painting	Ferdinand-Victor-Eugène Delacroix (French, 1798–1863) Paganini, 1831 Oil on cardboard on wood panel 17 5/8 x 11 7/8 in. (44.77 x 30.16 cm) Acquired 1922			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.7	Painting	Ferdinand-Victor-Eugène Delacroix (French, 1798–1863) Horses Coming Out of the Sea, 1860 Oil on canvas 20 1/4 x 24 1/4 in. (51.435 x 61.595 cm) Acquired 1945			Lender	
11.8	Painting	Antoine-Félix Boisselier (French, 1790–1857) View of Lake Nemi, 1811 Oil on paper mounted on canvas 13 x 19 in. (33.02 x 48.26 cm) Gift of Mrs. John Jay Ide, 1996			Lender	
11.9	Painting	Jean-Baptiste-Camille Corot (French, 1796–1875) View from the Farnese Gardens, Rome, 1826 Oil on paper mounted on canvas 9 5/8 x 15 3/4 in. (24.5 x 40 cm) Acquired 1942			Lender	
11.10	Painting	Jean-Baptiste-Camille Corot (French, 1796–1875) Genzano, 1843 Oil on canvas 14 1/8 x 22 1/2 in. (35.9 x 57.2 cm) Acquired 1955			Lender	
11.11	Painting	Gustave Courbet (French, 1819–1877) Rocks at Mouthier, c. 1855 Oil on canvas 29 3/4 x 46 in. (75.6 x 116.8 cm) Acquired 1925			Lender	
11.12	Painting	Gustave Courbet (French, 1819–1877) The Mediterranean, 1857 Oil on canvas 23 1/4 x 33 1/2 in. (59 x 85.1 cm) Acquired 1924			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.13	Painting	Eugène-Louis Boudin (French, 1824–1898) Beach at Trouville, 1863 Oil on wood panel 7 1/4 x 13 3/4 in. (18.415 x 34.925 cm) Acquired 1923			Lender	
11.14	Painting	Alfred Sisley (French and British, 1839–1899) Snow at Louveciennes, 1874 Oil on canvas 22 x 18 in. (55.9 x 45.7 cm) Acquired 1923			Lender	
11.15	Painting	Gustave Caillebotte (French, 1848–1894) Villers-sur-mer, 1880 Oil on canvas 23 1/2 x 28 in. (59.69 x 71.12 cm) Promised Gift of Mr. and Mrs. Duane Vieth			Lender	
11.16	Painting	Claude Monet (French, 1840–1926) Val-Saint-Nicolas, near Dieppe (Morning), 1897 Oil on canvas 25 1/2 x 39 3/8 in. (64.8 x 100 cm) Acquired 1959			Lender	
11.17	Painting	Georges-Pierre Seurat (French, 1859–1891) The Stone Breaker, 1882 Oil on wood panel 6 1/8 x 9 3/4 in. (15.6 x 24.8 cm) Acquired 1940			Lender	
11.18	Painting	Vincent van Gogh (Dutch, 1853–1890) Entrance to the Public Gardens in Arles, 1888 Oil on canvas 28 1/2 x 35 3/4 in. (72.4 x 90.8 cm) Acquired 1930			Lender	
11.19	Painting	Paul Cézanne (French, 1839–1906) Fields at Bellevue, between 1892 and 1895 Oil on canvas 14 1/4 x 19 3/4 in. (36.2 x 50.2 cm) Acquired 1940			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.20	Painting	Paul Cézanne (French, 1839–1906) Self-Portrait, 1878–1880 Oil on canvas 23 3/4 x 18 1/2 in. (60.3 x 47 cm) Acquired 1928			Lender	
11.21	Painting	Paul Cézanne (French, 1839–1906) Ginger Pot with Pomegranate and Pears, 1893 Oil on canvas 18 1/4 x 21 7/8 in. (46.4 x 55.6 cm) Gift of Gifford Phillips in memory of his father, James Laughlin Phillips, 1939			Lender	
11.22	Painting	Edouard Vuillard (French, 1868–1940) The Newspaper, between 1896 and 1898 Oil on cardboard 12 3/4 x 21 in (32.385 x 53.34 cm) Acquired 1929			Lender	
11.23	Painting	Edouard Vuillard (French, 1868–1940) Interior, 1894 Oil on cardboard mounted on canvas 10 1/4 x 20 1/8 in. (26 x 51.1 cm) Acquired 1954			Lender	
11.24	Painting	Hilaire-Germain-Edgar Degas (French, 1834–1917) Melancholy, late 1860s Oil on canvas 7 1/2 x 9 3/4 in. (19.05 x 24.765 cm) Acquired in 1941			Lender	
11.25	Painting	Berthe Morisot (French, 1841–1895) Two Girls, c. 1894 Oil on canvas 25 5/8 x 21 1/4 in. (65 x 54 cm) Acquired 1925			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.26	Painting	Hilaire-Germain-Edgar Degas (French, 1834–1917) Dancers at the Barre, c. 1900 Oil on canvas 51 1/4 x 38 1/2 in. (130.2 x 97.8 cm) Acquired 1944			Lender	
11.27	Painting	Pierre Bonnard (French, 1867–1947) Woman with Dog, 1922 Oil on canvas 27 1/4 x 15 3/8 in. (69.2 x 39 cm) Acquired 1925			Lender	
11.28	Painting	Pierre Bonnard (French, 1867–1947) The Riviera, c. 1923 Oil in canvas 31 1/8 x 30 3/8 in. (79.1 x 77.2 cm) Acquired 1928			Lender	
11.29	Painting	Pierre Bonnard (French, 1867–1947) The Palm, 1926 Oil on canvas 45 x 57 7/8 in. (114.3 x 147 cm) Acquired 1928			Lender	
11.30	Painting	Pierre Bonnard (French, 1867–1947) The Open Window, 1921 Oil on canvas 46 1/2 x 37 3/4 in. (118.11 x 95.9 cm) Acquired 1930			Lender	
11.31	Painting	Raoul Dufy (French, 1877–1953) The Artist's Studio, 1935 Oil on canvas 47 x 58 7/8 in. (119.4 x 149.6 cm) Acquired 1944			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.32	Painting	Wassily Kandinsky (Russian, 1866–1944) Autumn II, 1912 Oil and oil washes on canvas 23 7/8 x 32 1/2 in. (60.6 x 82.6 cm) Acquired 1945			Lender	
11.33	Painting	Wassily Kandinsky (Russian, 1866–1944) Succession, 1935 Oil on canvas 31 7/8 x 39 3/8 in. (81 x 100 cm) Acquired 1944			Lender	
11.34	Painting	Georges Rouault (French, 1871–1958) Verlaine, c. 1939 Oil on paper mounted on canvas 39 3/4 x 29 1/8 in. (101 x 74 cm) Acquired 1947			Lender	
11.35	Painting	Amedeo Modigliani (Italian, 1884–1920) Elena Povolozky, 1917 Oil on canvas 25 1/2 x 19 1/8 in. (64.8 x 48.6 cm) Acquired 1949			Lender	
11.36	Painting	Oskar Kokoschka (Austrian, 1886–1980) Portrait of Lotte Franzos, 1909 Oil on canvas 45 1/4 x 31 1/4 in. (114.9 x 79.4 cm) Acquired 1941			Lender	
11.37	Painting	Chaim Soutine (Russian, 1893–1943) The Pheasant, c. 1926–1927 Oil on canvas 21 1/4 x 29 3/4 in. (54 x 75.6 cm) Acquired 1951			Lender	
11.38	Painting	Chaim Soutine (Russian, 1893–1943) Return from School After the Storm, c. 1939 Oil on canvas 18 1/8 x 19 3/4 in. (46 x 50.2 cm) Acquired 1940			Lender	

MAM - A Modern Vision APPROVED
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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.39	Painting	Oskar Kokoschka (Austrian, 1886–1980) Courmayeur et les Dents des Géants, 1927 Oil on canvas 35 1/2 x 52 in. (90.2 x 132.1 cm) Acquired 1941			Lender	
11.40	Painting	Paul Klee (Swiss, 1879–1940) Tree Nursery, 1929 Oil with incised gesso ground on canvas 17 1/4 x 20 5/8 in. (43.8 x 52.4 cm) Acquired 1930			Lender	
11.41	Painting	Pablo Picasso (Spanish, 1881–1973) Still Life with Glass and Fruit, 1939 Oil on canvas 12 7/8 x 18 1/16 in. (32.7 x 45.9 cm) Gift of the Carey Walker Foundation, 1994			Lender	
11.42	Painting	Pablo Picasso (Spanish, 1881–1973) Woman with Green Hat, 1939 Oil on canvas 25 5/8 x 19 3/4 in. (65.1x 50.2 cm) Gift of the Carey Walker Foundation, 1994			Lender	
11.43	Painting	Giorgio Morandi (Italian, 1890–1964) Still Life, 1953 Oil on canvas 8 x 15 7/8 in. (20.3 x 40.3 cm) Acquired 1954			Lender	
11.44	Painting	Ben Nicholson (English, 1894–1982) March 17 1950 (still life), 1950 Oil on canvas 22 x 24 in. (55.9 x 61 cm) Acquired 1956			Lender	
11.45	Painting	Nicolas de Staël (French, 1914–1955) North, 1949 Oil on canvas 9 1/2 x 16 1/4 in. (24.1 x 41.3 cm) Acquired 1950			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.46	Painting	Nicolas de Staël (French, 1914–1955) Le Parc de Sceaux, 1952 Oil on canvas 63 3/4 x 44 7/8 in. (161.9 x 114 cm) Acquired 1953			Lender	
11.47	Painting	Georges Braque (French, 1882–1963) The Round Table, 1929 Oil, sand, and charcoal on canvas 57 3/8 x 44 3/4 in. (145.7 x 113.7 cm) Acquired 1934			Lender	
11.48	Painting	Georges Braque (French, 1882-1963) The Philodendron, 1952 Oil on canvas 51 1/4 x 29 1/8 in. (130.2 x 74 cm) Acquired 1953			Lender	
11.49	Painting	Georges Braque (French, 1882–1963) The Shower, 1952 Oil on canvas 13 3/4 x 21 1/2 in. (34.9 x 54.6 cm) Acquired 1953			Lender	
11.50	Painting	Georges Braque (French, 1882–1963) Bird, 1956 Oil on canvas 18 x 19 1/2 in. (45.7 x 49.5 cm) Acquired 1966			Lender	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 11:						\$558,200,000

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
A Modern Vision: European Masterworks from The Phillips Collection
FD-0151-19 (Domestic Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Milwaukee Art Museum, Inc. and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$558,200,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: November 4, 2019 to April 4, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1		Object moved to 13.28				
12.2	Paintings	Gerhard Richter, (German, born Dresden, 1932), Study for Clouds (Contre jour), 1970, Oil on canvas, 31 1/2 x 39 3/8 in. (80 x 100 cm) □ Framed: 34 1/4 in. x 42 1/8 in. x 1 9/16 in. (87 x 107 x 4 cm), JH53			Lender Value	
12.3	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 1990, Oil on canvas, 36 1/4 x 49 5/8 in. (92 x 126 cm) □ (unframed), JH46			Lender Value	
12.4	Paintings	Gerhard Richter, (German, born Dresden, 1932), Uncle Rudi, 1965, Oil on canvas, 34 1/4 x 19 1/2 x 1 in. (87 x 49.5 x 2.5 cm) □ Framed: 36 3/8 in. x 21 7/8 in. x 1 11/16 in. (92.4 x 55.5 x 4.3 cm)			Lender Value	
12.5	Paintings	Gerhard Richter, (German, born Dresden, 1932), Snow, 1999, Oil on canvas, 22 1/16 x 20 3/16 x 1 3/16 in. (56 x 51.2 x 3 cm) □ Frame: 23 11/16 x 21 3/4 x 2 3/8 in. (60.2 x 55.2 x 6 cm) (glazed)			Lender Value	
12.6	Paintings	Gerhard Richter, (German, born Dresden, 1932), July, 1983, Oil on canvas, 98 7/16 x 98 7/16 in. (250 x 250 cm)			Lender Value	
12.7	Prints	Gerhard Richter, (German, born Dresden, 1932), Elbe, 1957, 2012, Digital fine art print on paper □ Ed. 155, Framed: 18 1/8 x 13 7/8 in. (46.1 x 35.2 cm)			Lender Value	
12.8	Prints	Gerhard Richter, (German, born Dresden, 1932), Aunt Marianne, 1965, Digital print signed 2018 [Exhibition copy], 39 3/8 x 45 1/4 in. (100 x 115 cm)			Lender Value	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.9	Paintings	Gerhard Richter, (German, born Dresden, 1932), Betty, 1977, Oil on canvas, 19 11/16 × 15 3/4 in. (50 × 40 cm)	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.10	Paintings	Gerhard Richter, (German, born Dresden, 1932), Star Picture, 1969, Oil on canvas, 27 9/16 × 27 9/16 in. (70 × 70 cm)			Lender Value	
12.11	Paintings	Gerhard Richter, (German, born Dresden, 1932), Star Picture, 1969, Oil on canvas, 27 9/16 × 27 9/16 in. (70 × 70 cm)			Lender Value	
12.12	Paintings	Gerhard Richter, (German, born Dresden, 1932), Star Picture, 1969, Oil on canvas, 27 9/16 × 27 9/16 in. (70 × 70 cm)			Lender Value	
12.13	Paintings	Gerhard Richter, (German, born Dresden, 1932), Alps, 1968, Oil on canvas, 78 3/4 in. × 21 ft. 3 7/8 in. (200 × 650 cm) □ 5 panels, each: 78 3/4 × 51 3/16 in. (200 × 130 cm), 1981/41.1-5			Lender Value	
12.14	Paintings	Gerhard Richter, (German, born Dresden, 1932), S. with Child, 1995, Oil on canvas, 14 3/16 × 16 1/8 in. (36 × 41 cm), HK-5535			Lender Value	
12.15	Paintings	Gerhard Richter, (German, born Dresden, 1932), S. with Child, 1995, Oil on canvas, 20 1/2 × 24 7/16 in. (52 × 62 cm), HK-5537			Lender Value	
12.16	Paintings	Gerhard Richter, (German, born Dresden, 1932), S. with Child, 1995, Oil on canvas, 20 1/2 × 22 1/16 in. (52 × 56 cm), HK-5538			Lender Value	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.17	Paintings	Gerhard Richter, (German, born Dresden, 1932), S. with Child, 1995, Oil on canvas, 14 3/16 × 20 1/16 in. (36 × 51 cm), HK-5541	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.18	Paintings	Gerhard Richter, (German, born Dresden, 1932), S. with Child, 1995, Oil on canvas, 16 1/8 × 14 3/16 in. (41 × 36 cm), HK-5536			Lender Value	
12.19	Paintings	Gerhard Richter, (German, born Dresden, 1932), Untitled, 1968, Oil on canvas, 31 1/2 × 15 3/4 in. (80 × 40 cm), Inv.Nr.300251			Lender Value	
12.20	Paintings	Gerhard Richter, (German, born Dresden, 1932), Betty, 1977, Oil on wood, 11 13/16 × 15 3/4 in. (30 × 40 cm)			Lender Value	
12.21	Paintings	Gerhard Richter, (German, born Dresden, 1932), Squatters' House, 1989, Oil on canvas, 32 5/16 × 44 1/8 in. (82 × 112 cm), CR 695-3			Lender Value correction approved 1-27-20	
12.22	Paintings	Gerhard Richter, (German, born Dresden, 1932), Farm, 1999, Oil on canvas, 18 1/8 × 20 1/16 in. (46 × 51 cm), CR 861-1			Lender Value	
12.23	Paintings	Gerhard Richter, (German, born Dresden, 1932), Ella, 2007, Oil on canvas, 15 3/4 × 12 3/16 in. (40 × 31 cm), CR 903-1			Lender Value	
12.24	Paintings	Gerhard Richter, (German, born Dresden, 1932), Strip, 2013, Digital print on paper between Alu Dibond and Perspex (Diasec), 78 3/4 in. × 32 ft. 9 11/16 in. (200 × 1000 cm), CR 930-3			Lender Value	
12.25	Paintings	Gerhard Richter, (German, born Dresden, 1932), Birkenau, 2014, Oil on canvas, 8 ft. 6 3/8 in. × 78 3/4 in. (260 × 200 cm), CR 937-1			Lender Value	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.26	Paintings	Gerhard Richter, (German, born Dresden, 1932), Birkenau, 2014, Oil on canvas, 8 ft. 6 3/8 in. × 78 3/4 in. (260 × 200 cm), CR 937-2			Lender Value	
12.27	Paintings	Gerhard Richter, (German, born Dresden, 1932), Birkenau, 2014, Oil on canvas, 8 ft. 6 3/8 in. × 78 3/4 in. (260 × 200 cm), CR 937-3			Lender Value	
12.28	Paintings	Gerhard Richter, (German, born Dresden, 1932), Birkenau, 2014, Oil on canvas, 8 ft. 6 3/8 in. × 78 3/4 in. (260 × 200 cm), CR 937-4			Lender Value	
12.29	Prints	Gerhard Richter, (German, born Dresden, 1932), Birkenau, 2014, Diasec-mounted giclée print, 8 ft. 6 3/8 in. × 78 3/4 in. (260 × 200 cm), CR 937E			Lender Value	
12.30	Prints	Gerhard Richter, (German, born Dresden, 1932), Birkenau, 2014, Diasec-mounted giclée print, 8 ft. 6 3/8 in. × 78 3/4 in. (260 × 200 cm), CR 937E			Lender Value	
12.31	Prints	Gerhard Richter, (German, born Dresden, 1932), Birkenau, 2014, Diasec-mounted giclée print, 8 ft. 6 3/8 in. × 78 3/4 in. (260 × 200 cm), CR 937E			Lender Value	
12.32	Prints	Gerhard Richter, (German, born Dresden, 1932), Birkenau, 2014, Diasec-mounted giclée print, 8 ft. 6 3/8 in. × 78 3/4 in. (260 × 200 cm), CR 937E			Lender Value	
12.33	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 15 3/4 × 11 13/16 in. (40 × 30 cm), CR 944-1			Lender Value	
12.34	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 15 3/4 × 11 13/16 in. (40 × 30 cm), CR 944-2			Lender Value	
12.35	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 15 3/4 × 11 13/16 in. (40 × 30 cm), CR 944-3			Lender Value	
12.36	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 15 3/4 × 11 13/16 in. (40 × 30 cm), CR 944-4			Lender Value	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.37	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 15 3/4 × 11 13/16 in. (40 × 30 cm), CR 944-5	[REDACTED]		Lender Value	[REDACTED]
12.38	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 15 3/4 × 11 13/16 in. (40 × 30 cm), CR 944-6			Lender Value	
12.39	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 15 3/4 × 11 13/16 in. (40 × 30 cm), CR 944-7			Lender Value	
12.40	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 78 3/4 × 98 7/16 in. (200 × 250 cm), CR 946-1			Lender Value	
12.41	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 78 3/4 × 98 7/16 in. (200 × 250 cm), CR 952-4			Lender Value	
12.42	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2017, Oil on canvas, 78 3/4 × 78 3/4 in. (200 × 200 cm), CR 952-2			Lender Value	
12.43	Paintings	Gerhard Richter, (German, born Dresden, 1932), Grey (Bark), 1973, Oil on canvas, 35 7/16 × 25 9/16 in. (90 × 65 cm), CR 348-7			Lender Value	
12.44	Prints	Unknown, [Photos by an unknown prisoner in Auschwitz, August 1944]□ Incineration of bodies behind the gas chamber and crematorium, negative nos. 277, 278□ Women on the way to the gas chamber, negative nos. 282, 283, August 1944; Printed 2015, Archive Digital Pigment Prints, 19 1/8 × 15 1/2 in. (48.5 × 39.3 cm) each□ Frame: 24 1/8 × 19 11/16 in. (61.2 × 50 cm) each, TOQ937				

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.45	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2016, Oil on canvas, 86 5/8 × 56 11/16 in. (220 × 144 cm), CR 945-5	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.46	Paintings	Gerhard Richter, (German, born Dresden, 1932), Juist, 2005, Oil on canvas, 24 7/16 × 22 7/16 in. (62 × 57 cm), CR 893-2			Lender Value	
12.47	Paintings	Gerhard Richter, (German, born Dresden, 1932), 4900 Colors, 2007, Lacquer on Alu Dibond [Exhibition copy], 140 panels (Each panel: 19 1/8 × 19 1/8 in. (48.5 × 48.5 cm))□ 5 plates (each: 7 x 4 panels): 11 ft. 1 11/16 in. × 76 3/8 in. (339.5 × 194 cm), Exhibition Copy CR 901			Lender Value	
12.48	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2009, Oil on canvas, 78 3/4 in. × 9 ft. 10 1/8 in. (200 × 300 cm), ID 629			Lender Value	
12.49	Paintings	Gerhard Richter, (German, born Dresden, 1932), I.G., 1993, Oil on canvas, 28 3/8 × 40 3/16 in. (72 × 102 cm)			Lender Value	
12.50	Paintings	Gerhard Richter, (German, born Dresden, 1932), Ice, 1981, Oil on canvas, 27 9/16 × 39 3/8 in. (70 × 100 cm)			Lender Value	
12.51	Paintings	Gerhard Richter, (German, born Dresden, 1932), Moritz, 2000, Oil on canvas, 24 7/16 × 20 1/2 in. (62 × 52 cm), 2001.GR.07			Lender Value	
12.52	Paintings	Gerhard Richter, (German, born Dresden, 1932), Moritz, 2000, Oil on canvas, 20 1/16 × 18 1/8 in. (51 × 46 cm), 2001.GR.06			Lender Value	
12.53	Paintings	Gerhard Richter, (German, born Dresden, 1932), Self-portrait, 1996, Oil on canvas, 20 1/16 × 18 1/8 in. (51 × 46 cm)			Lender Value (updated 10/29/19)	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.54	Paintings	Gerhard Richter, (German, born Dresden, 1932), I.G., 1993, Oil on canvas, 32 3/8 × 36 5/16 in. (82.2 × 92.2 cm) □ Frame: 34 1/8 × 38 1/16 in. (86.6 × 96.6 cm), ACF0036	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.55	Paintings	Gerhard Richter, (German, born Dresden, 1932), I.G., 1993, Oil on canvas, 28 3/8 × 32 5/16 in. (72 × 82 cm)			Lender Value	
12.56	Paintings	Gerhard Richter, (German, born Dresden, 1932), Cage 1, 2006, Oil on canvas, 9 ft. 6 3/16 in. × 9 ft. 6 3/16 in. (290 × 290 cm), L02818			Lender Value	
12.57	Paintings	Gerhard Richter, (German, born Dresden, 1932), Cage 3, 2006, Oil on canvas, 9 ft. 6 3/16 in. × 9 ft. 6 3/16 in. (290 × 290 cm), L02818			Lender Value	
12.58	Paintings	Gerhard Richter, (German, born Dresden, 1932), Cage 4, 2006, Oil on canvas, 9 ft. 6 3/16 in. × 9 ft. 6 3/16 in. (290 × 290 cm), L02818			Lender Value	
12.59	Paintings	Gerhard Richter, (German, born Dresden, 1932), Cage 6, 2006, Oil on canvas, 9 ft. 10 1/8 in. × 9 ft. 10 1/8 in. (300 × 300 cm), L02818			Lender Value	
12.60	Paintings	Gerhard Richter, (German, born Dresden, 1932), Cage 2, 2006, Oil on canvas, 9 ft. 10 1/8 in. × 9 ft. 10 1/8 in. (300 × 300 cm), L02818			Lender Value	
12.61	Paintings	Gerhard Richter, (German, born Dresden, 1932), Cage 5, 2006, Oil on canvas, 9 ft. 10 1/8 in. × 9 ft. 10 1/8 in. (300 × 300 cm), L02818			Lender Value	
12.62	Paintings	Gerhard Richter, (German, born Dresden, 1932), Gilbert, 1975, Oil on canvas, 25 9/16 × 23 5/8 in. (65 × 60 cm) □ Frame: 26 15/16 × 24 13/16 × 1 3/4 in. (68.4 × 63.1 × 4.5 cm), AR00345			Lender Value	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.63	Paintings	Gerhard Richter, (German, born Dresden, 1932), George, 1975, Oil on canvas, 25 9/16 × 23 5/8 in. (65 × 60 cm)□ Frame: 26 15/16 × 24 13/16 × 1 3/4 in. (68.4 × 63.1 × 4.5 cm), AR00345			Lender Value	
12.64	Paintings	Gerhard Richter, (German, born Dresden, 1932), Skull, 1983, Oil on canvas, 31 5/8 × 25 9/16 in. (80.4 × 65 cm)			Lender Value	
			TOTAL APPROVED INDEMNITY FOR QUESTION 12			\$458,420,200
13.1	Paintings	Gerhard Richter, (German, born Dresden, 1932), Abstract Painting, 2009, Oil on canvas, 78 3/4 in. × 9 ft. 10 1/8 in. (200 × 300 cm)□ Frame: 84 in. × 10 ft. 4 in. × 5 in. (213.4 × 315 × 12.7 cm)			Lender 12-20-19	
13.2	Paintings	Gerhard Richter, (German, born Dresden, 1932), Iceberg in Mist, 1982, Oil on canvas, 27 9/16 × 39 3/8 in. (70 × 100 cm)			Lender Value	
13.3	Paintings	Gerhard Richter, (German, born Dresden, 1932), Administrative Building, 1964, Oil on canvas, 38 9/16 × 59 1/16 in. (98 × 150 cm), FC.442			Lender Value	
13.4	Paintings	Gerhard Richter, (German, born Dresden, 1932), Townscape Madrid, 1968, Oil on canvas, 9 ft. 1 1/16 in. × 9 ft. 6 15/16 in. (277 × 292 cm), FC.733			Lender Value	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.5	Paintings	Gerhard Richter, (German, born Dresden, 1932), Brigid Polk, 1971, Oil on canvas, 39 3/8 × 49 3/16 in. (100 × 125 cm), FC.498	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
13.6	Paintings	Gerhard Richter, (German, born Dresden, 1932), Mr. Heyde, 1965, Oil on canvas, 21 5/8 × 25 9/16 in. (55 × 65 cm)			Lender Value	
13.7	Paintings	Gerhard Richter, (German, born Dresden, 1932), Cathedral Corner, 1987, Oil on canvas, 48 × 34 1/4 in. (122 × 87 cm)			Lender Value	
13.8	Paintings	Gerhard Richter, (German, born Dresden, 1932), Vesuvius, 1976, Oil on wood, 28 3/4 × 41 5/16 in. (73 × 105 cm) □ Frame: 33 3/16 × 43 7/16 × 3 1/2 in. (84.3 × 110.3 × 8.9 cm)			Lender Value	
13.9	Paintings	Gerhard Richter, (German, born Dresden, 1932), Table, 1962, Oil on canvas, 35 7/16 × 44 1/2 in. (90 × 113 cm)			Lender 12-20-19	
13.10	Photographs	Gerhard Richter, (German, born Dresden, 1932), Six Photos. May 2–7, 1989 (a-f - 7 May 1989), 1991, Six black-and-white photographs on resin-coated paper in portfolio □ Ed. 12/50, 13 3/4 × 20 in. (35 × 50.8 cm)			Lender Value (updated 10/29/19, each photograph= \$ [REDACTED])	
13.11	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (7), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.12	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (3), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.13	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (4), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.14	Paintings	Gerhard Richter, (German, born Dresden, 1932), Seascape, 1975, Oil on canvas, 78 3/4 in. × 9 ft. 10 1/8 in. (200 × 300 cm)			Lender Value	
13.15	Paintings	Gerhard Richter, (German, born Dresden, 1932), Vintage, 1968, Oil on canvas, 37 1/2 × 45 5/16 in. (95.3 × 115.1 cm), 1968.0002			Lender Value	
13.16	Paintings	Gerhard Richter, (German, born Dresden, 1932), Self-portrait, 1996, Oil on canvas, 20 1/16 × 18 1/8 in. (51 × 46 cm)			Lender Value	
13.17	Paintings	Gerhard Richter, (German, born Dresden, 1932), September, 2005, Oil on canvas, 20 1/2 × 28 3/8 in. (52 × 72 cm)			Lender Value	
13.18	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (1), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.19	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (2), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	

Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.20	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (5), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.21	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (6), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.22	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (8), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.23	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (9), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.24	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (10), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.25	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (11), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.26	Paintings	Gerhard Richter, (German, born Dresden, 1932), Forest (12), 2005, Oil on canvas, 77 9/16 × 51 15/16 in. (197 × 132 cm)			Lender Value	
13.27	Paintings	Gerhard Richter, (German, born Dresden, 1932), Seascape, 1975, Oil on canvas, 78 3/4 in. × 9 ft. 10 1/8 in. (200 × 300 cm)			Lender Value	

**Met - Gerhard Richter APPROVED
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.28	Paintings	Gerhard Richter, (German, born Dresden, 1932), Group of People, 1965, Oil on canvas, 66 15/16 × 78 3/4 in. (170 × 200 cm)			Lender Value	
			TOTAL APPROVED INDEMNITY FOR QUESTION 13			\$372,800,000
updated 1-29-20			TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13			\$831,220,200

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Gerhard Richter: Painting After All
F-1425-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the The Metropolitan Museum of Art, the participating institutions: The Met Breuer, Museum of Contemporary Art, Los Angeles, and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$830,220,200 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: January 27, 2020 to March 1, 2021, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Tony Chauveaux	
Deputy Chairman for Programs and Partnerships	
for	
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Armor Parts	Konrad Seusenhofer, (Austrian, Innsbruck, died 1517), Portions of a Foot Combat Armor of Louis II of Hungary, ca. 1515, Steel and leather, As mounted: 55 7/8 × 25 9/16 × 10 5/8 in. (142 × 65 × 27 cm), E 1	[REDACTED]		Lender Value	[REDACTED]
12.2	Swords	Sword and Scabbard of Johann Siebenhirter, South German, dated 1499, Steel, silver, gold, enamel, wood, leather, textile, and copper alloy, Sword: L. 46 1/8 in. (117.3 cm); W. 8 1/8 in. (20.5 cm); scabbard: L. 34 1/4 in. (87 cm); W. 2 1/4 in. (5.7 cm), Inv. nr. K 84 a/b			Lender Value	
12.3	Paintings	Giovanni Ambrogio de Predis, (Italian, Milanese, active by 1472–died after 1508), Emperor Maximilian I, 1502, Oil on oak or walnut panel, 17 5/16 × 11 15/16 in. (44 × 30.3 cm), GG 4431			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.4	Paintings	Charles V in Armor and Holding a Sword, South German, ca. 1515, Oil on pine panel, 23 1/2 × 16 5/8 in. (59.7 × 42.2 cm); framed: 27 3/16 × 20 1/2 × 1 3/8 in. (69 × 52 × 3.5 cm), GG 5618	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.5	Paintings	After Albrecht Dürer, (German, Nuremberg 1471–1528 Nuremberg), Maximilian I, Holy Roman Emperor, ca. 1525–1530 (?), Oil on linden, 15 11/16 × 12 1/4 in. (39.8 × 31.2 cm); framed: 18 5/16 × 15 3/16 × 1 5/8 in. (46.5 × 38.5 × 4.2 cm), GG 880			Lender Value	
12.6	Drawings	Albrecht Dürer, (German, Nuremberg 1471–1528 Nuremberg), Design for the Ornamentation of a Visor, 1517, Brown ink on paper, 7 5/8 × 10 7/8 in. (19.4 × 27.6 cm), 3151			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.7	Drawings	Albrecht Dürer, (German, Nuremberg 1471–1528 Nuremberg), Design for the Ornamentation of a Neck Guard, 1517, Brown ink on paper, 7 5/8 × 10 13/16 in. (19.4 × 27.5 cm), 3152	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.8	Drawings	Hans Burgkmair, (German, Augsburg 1473–1531 Augsburg), Design for an Equestrian Monument of Emperor Maximilian I, ca. 1508–09, Brown-black ink and gray wash on paper, 16 15/16 x 11 3/16 in. (43.1 x 28.4 cm), 22447			Lender Value	
12.9	Prints	Master W with a Key, (Netherlandish, active 1465–90), Ten Knights on Horseback from War and Camp Scenes from the Burgundian Wars, ca. 1467–ca. 1477, Engraving, 5 3/8 × 7 in. (13.6 × 17.8 cm), DG1928/400			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.10	Prints	Formerly attributed to Hans Süss von Kulmbach, (German, Kulmbach ca. 1480–1522 Nuremberg), King Maximilian as Hercules Germanicus, ca. 1493 or 1500, Woodcut, 11 3/16 × 7 in. (28.4 × 17.8 cm), DG1948/224r			Lender Value	
12.11	Prints	Master W with a Key, (Netherlandish, active 1465–90), Unit of Nineteen Soldiers on Foot, from War and Camp Scenes from the Burgundian Wars, ca. 1467–ca. 1477, Copperplate engraving on paper, 3 1/4 × 5 7/8 in. (8.3 × 14.9 cm), DG1928/402			Lender Value	
12.12	Woodblocks	Hans Springinklee, (German, ca. 1495–after 1522), Der "Triumphzug" Kaiser Maximilians I. Trophäenwagen, 1516–18, Woodblock, 15 1/16 x 15 x 1 1/8 in. (38.3 x 38 x 2.8 cm), HO2006/271			Curator's Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.13	Woodblocks	Hans Burgkmair, (German, Augsburg 1473–1531 Augsburg), Der "Weißkunig" Kaiser Maximilians I.: Die Geschicklichkeit und neue Erfindung in der Harnischmeisterei, 1514–16, Woodblock, 8 5/8 x 7 5/8 x 15/16 in. (22.1 x 19.4 x 2.3 cm.), HO2006/347			Curator's Value	
12.14	Armor for Man	Konrad Seusenhofer, (Austrian, Innsbruck, died 1517), Ceremonial Armor of Charles V, 1512–14, Steel, silver, gold, leather, copper alloy, silk, 59 1/16 x 27 9/16 in. (150 x 70 cm), A 109			Lender Value Updated 9-3-19	
12.15	Armor for Man	Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Field Armor of Maximilian I, 1480, Steel, copper alloy, and leather, armor (a): H. 70 7/8 in. (179.5 cm); W. 29 7/8 in. (76 cm); D. 27 in. (68.5 cm); □ sallet (b): H. 14 in. (35.6 cm); W. 8 3/4 in. (19.1 cm); D. 15 1/4 in. (38.7 cm), A 60			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.16	Armor Parts	Master of the Crowned H, (Netherlandish, active 1477–1500), Cuirass of Philip I, ca. 1482, Steel, leather, copper alloy, gold, H 36 x W 25 x D 21 cm, A 109a	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.17	Armor for Man	Hans Rabeiler, (Austrian, died 1519 Innsbruck), Unfinished Armor of Charles V of Austria, 1511–12, Steel, leather, H. 58 1/16 in. (147.5 cm); W. 24 7/16 in. (62 cm), A 186			Lender Value	
12.18	Swords	Papal Presentation Sword, Italian, ca. 1510 and later, Steel, brass, wood, velvet, and enamel, L. 37 3/8 in. (95 cm); L. of blade 29 1/8 in. (74 cm); 17.5 x 4.2 cm), A 453			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.19	Armor Parts	Sebastiano Missaglia, (Italian, documented 1499), Giovanni Angelo Missaglia, (Italian, documented 1529), Armor for the Joust of Peace of Gasparo Fracasso, before 1502, Steel, gold, copper alloy, leather, Including mount: H 72 3/4 W 26 3/4 D. 26 3/4 in. (185 x 68 x 68 cm), S I / B 2			Lender Value	
12.20	Armor for Horse	Attributed to Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Blinding Shaffron, ca. 1485–1490, Steel, copper alloy, leather, L. 55.5 x H. 17 x W 29.5 cm, B 19a			Lender Value	
12.21	Armor Parts	Mechanical Breastplate for the Joust of War, South German, possibly Innsbruck, ca. 1480, Steel, copper alloy, 19 11/16 x 18 1/2 x 9 7/16 in. (50 x 47 x 24 cm), B 21			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.22	Armor for Man	Giovanni Marco Meraviglia, (Italian, died ca. 1531), Damiano Missaglia, (Italian, documented 1514), Foot Combat Armor of Claude de Vaudrey, ca. 1495, Steel, leather, Armor overall: 70 1/2 × 35 7/16 × 20 1/16 in. (179 × 90 × 51 cm)□ Armor with base: 183 x 90 x 51 cm□ Base: 4 x 60 x 60 cm, B 33			Lender Value	
12.23	Armor Parts	Helm Padding for the Joust, South German, ca. 1480–90, Linen, 14 9/16 x 9 13/16 x 11 13/16 in. (37 x 25 x 30 cm), B 47			Lender Value	
12.24	Armor for Man	Francesco Merate, (Italian, Milan, documented 1480–95), Gabrielle Merate, (Italian, Milan, documented 1495), Foot Combat Armor of Maximilian I, ca. 1500–1508, Steel, gold, leather, Overall without base: 184 x 70 x 75 cm□ Base: 4 x 60 x 60 cm, B 71			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.25	Helmets	Jörg Helmschmid the Younger, (German, died 1504), Sallet for the Joust of War, ca. 1497/8–1502, Steel, copper alloy, 12 3/16 × 10 1/4 × 13 3/8 in. (31 × 26 × 34 cm), B 182			Lender Value	
12.26	Armor for Man	Armor for the Joust of War of Maximilian I, Austrian, Innsbruck, ca. 1510, Steel, leather, wood, Overall with base: H 190.5 x W 86 x D 95.5 cm Wood base: H 33 x W 68 x D 68 cm, R VII			Lender Value	
12.27	Armor for Man	Jörg Helmschmid the Younger, (German, died 1504), Portions of an Armor for the Joust of Peace of Maximilian I, ca. 1494, Steel, copper alloy, leather, As mounted: 76 3/8 × 28 3/4 × 27 9/16 in. (194 × 73 × 70 cm), S XI			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.28	Helmets	Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Combination Sallet of Maximilian I, ca. 1495, Steel, 14 15/16 x 8 15/16 x 13 9/16 in. (38 x 22.7 x 34.5 cm), A 110 (part of an armor)			Lender Value Updated 9-3-19	
12.29	Drawings	Freydal, South German, ca. 1512–15, Tempera, watercolor, pen, ink, with gold and silver highlights on paper, 15 1/16 x 10 9/16 in. (38.2 x 26.8 cm), KK 5073 Fol. 39			Lender Value	
12.30	Drawings	Freydal, South German, ca. 1512–15, Tempera, watercolor, pen, ink, with gold and silver highlights on paper, 15 1/16 x 10 9/16 in. (38.2 x 26.8 cm), KK 5073 Fol. 207			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.31	Drawings	Freydal, South German, ca. 1512–15, Tempera, watercolor, pen, ink, with gold and silver highlights on paper, 15 1/16 × 10 9/16 in. (38.2 × 26.8 cm), KK 5073 Fol. 109	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.32	Drawings	Freydal, South German, ca. 1512–15, Tempera, watercolor, pen, ink, with gold and silver highlights on paper, 15 1/16 × 10 9/16 in. (38.2 × 26.8 cm), KK 5073 Fol. 118			Lender Value	
12.33	Drawings	Freydal, South German, ca. 1512–15, Tempera, watercolor, pen, ink, with gold and silver highlights on paper, 15 1/16 × 10 9/16 in. (38.2 × 26.8 cm), KK 5073 Fol. 101			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.34	Armor	Toy Jousting Figure, Austrian, Mühlau, ca. 1505, Cast bronze, 4 5/16 × 2 9/16 × 4 3/4 in. (11 × 6.5 × 12 cm), P 81	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.35	Armor	Toy Jousting Figure, Austrian, Mühlau, ca. 1500, Cast bronze, 4 5/16 × 2 9/16 × 4 3/4 in. (11 × 6.5 × 12 cm), P 92			Lender Value	
12.36	Armor Parts	Arm Defense for the Welschrennen, German, ca. 1500, Steel, L 62.5 x H 13 x W 21.5 cm, B 169			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.37	Swords	Sword of Maximilian I, Possibly Netherlandish, ca. 1480, Steel, copper alloy, gold, wood, leather, 55 15/16 x 11 3/16 in. (142 x 28.4 x 4.2 cm, A 139)			Lender Value	
12.38	Armor Parts	Mechanical Breastplate for the Joust of War, German, ca. 1495, Steel, copper alloy, 14 9/16 x 14 9/16 x 19 11/16 in. (37 x 37 x 50 cm), B 25			Lender Value	
12.39	Sculpture	Hans Daucher, (German, Ulm ca. 1485–1538 Stuttgart), Maximilian I on Horseback in the Guise of Saint George, ca. 1522, Solnhofen stone, 9 1/16 x 6 1/8 x 1 1/8 in. (23 x 15.6 x 2.8 cm), KK 7236			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.40	Armor for Horse	Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Defense for the Leg of a Horse, ca. 1515, Steel, copper alloy, and leather, H. 10 3/4 in. (27.3 cm), Inv.nr. 10212 IV 9	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.41	Helmets	Helm for the Joust of Peace, Netherlandish, Brussels, ca. 1490–1500, Steel, 16 15/16 × 13 7/8 in. (43.1 × 35.3 cm); 2 lb. 8 oz. (9750 g), Inv.nr. 10057,01 II 39			Lender Value	
12.42	Paintings	Charles the Bold, Duke of Burgundy, Netherlandish, ca. 1500, Oil on oak, 16 5/8 × 11 13/16 in. (42.3 × 30 cm); framed: 21 1/2 × 16 15/16 in. (54.6 × 43 cm), P1173			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.43	Paintings	Master of the Princely Portraits, (Flemish, active ca. 1490), Philip I, ca. 1490, Oil on panel, 10 5/8 × 6 7/8 in. (27 × 17.5 cm); framed: 13 11/16 x 9 3/4 x 1 5/8 in. (34.7 x 24.8 x 4.2 cm), RF 1969-18			Lender Value	
12.44	Armor Parts	Mechanical Breastplates for the Joust of War, South German, ca. 1480–1500, Steel, copper alloy, H. 13 3/8 in. (34 cm); W. 12 3/16 in. (31 cm); D. 8 11/16 in. (22 cm); Wt. 15 lb. 5.2 oz. (6950 g), No Inv. 2018.0.169 (G 528)			Lender Value	
12.45	Armor for Man	Konrad Seusenhofer, (Austrian, Innsbruck, died 1517), Foot Combat Armor of Giuliano de' Medici, 1515, Steel, leather, copper alloy, H. 68 15/16 in. (175 cm); max. W. 27 1/2 in. (70 cm); max. D. 11 13/16 in. (30 cm), No. Inv. 2015.0.424 (G 179)			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.46	Helmets	Matthes Deutsch, (German, Landshut, documented 1485–1505), Sallet for the Joust of War, ca. 1490, Steel, L. 15 3/8 in. (39 cm); W. 8 1/4 in. (21 cm); H. 9 1/2 in. (24 cm), No. Inv. 658 PO (G1)			Lender Value	
12.47	Helmets	Kolman Helmschmid, (German, Augsburg 1471–1532), Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Armet, ca. 1515–1520, Steel, copper alloy, H. 10 1/4 in. (26 cm); W. 9 1/2 in. (24 cm); D. 13 5/8 in. (34.5 cm), No. Inv. 2018.0.531 (H 63)			Lender Value	
12.48	Armor Parts	Rondel for the Joust, German, ca. 1490–1510, Steel, D. 1 3/4 in. (4.5 cm); Diam. 16 1/8 in. (41 cm), G 529/1			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.49	Armor for Man	Antoine van Ghindertaelen, (active Brussels, 1499–1519), Armor of Philip I, 1500, Steel, gold, leather, and copper alloy, As mounted: H. 67 3/4 in. (172 cm); W. 25 1/4 in. (64 cm); D. 19 11/16 in. (50 cm), A. 11	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
12.50	Armor for Horse	Antoine van Ghindertaelen, (active Brussels, 1499–1519), Shaffron of Philip I, ca. 1505, Steel, copper alloy, and gold, 29 1/2 x 9 x 4 5/16 in. (75 x 23 x 11 cm), A. 15			Lender Value	
12.51	Helmets	Sallet of Philip I, probably Netherlandish, ca. 1500, Steel and gold, H. 15 3/8 in. (39 cm); W. 8 1/4 in. (21 cm); D. 13 in. (33 cm), D. 14			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.52	Armor for Horse	Konrad Seusenhofer, (Austrian, Innsbruck, died 1517), Shaffron of Maximilian I, 1513, Steel and copper alloy, H. 26 3/8 in. (67 cm); W. 15 in. (38.1 cm); D. 26 3/8 (67 cm), A. 38			Lender Value	
12.53	Equestrian Equipment	Armored Saddle with Iron Hand, Netherlandish, ca. 1500–1510, Steel, wood, leather, and textile, H. 22 1/16 in. (56 cm), W. 27 9/16 in. (70 cm), D. 25 9/16 in. (65 cm), F. 6			Lender Value	
12.54	Armor Parts	Attributed to Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Pair of Gauntlets of Maximilian I, ca. 1490, Steel, Right gauntlet: L. 13 3/4 in. (35 cm), W. 3 5/16 in. (10 cm), D. 4 3/8 in. (11 cm); Left gauntlet: L. 15 1/8 in. (38.5 cm), W. 3 5/16 in. (10 cm), D. 4 3/8 in. (11 cm), E. 88 / E. 89			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.55	Helmets	Negroli Workshop, (Italian, Milan), Sallet of Philip I, ca. 1496–1500, Steel, gold, and silver, 9 7/8 x 8 1/4 x 16 in. (25 x 21 x 40.7 cm); Wt. 3 lb. 15 oz. (1800 g), D. 13			Lender Value	
12.56	Helmets	Attributed to Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Helm for the Italian Joust of War, ca. 1490, Steel and leather, H. 12 5/8 in. (32 cm), W. 9 7/16 in. (24 cm), D. 13 3/8 in. (34 cm); Wt. 11 lb. 5.31 oz. (5140 g), IV. 502			Lender Value	
12.57	Armor for Horse	Guillem Margot, (Flemish, active Brussels, recorded 1505–20), Paul van Vrelant, (active Brussels, 1505–1520), Bard Presented by Maximilian I to Henry VIII, ca. 1505, Steel, silver, gold, copper alloy, and leather, As mounted: H. 76 3/8 in. (194 cm); W. 39 3/4 in. (101 cm); D. 94 1/2 in. (240 cm); Wt. 71 lb. 8 oz. (32.46 kg), VI.6 A&B - VI.12			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	
12.58	Armor Parts	Cuirass from a Field Armor, Netherlandish, ca. 1500–1510, Steel and leather, breastplate: H. 18 7/8 in. (48 cm), W. 14 1/4 in. (36.2 cm); backplate: 15 1/2 × 14 1/4 in. (39.4 × 36.2 cm); Wt. 3 lb. 14 oz. (1750 g), III.71 / III.72	[REDACTED]			Lender Value	[REDACTED]
12.59	Helmets	Hans Rabeiler, (Austrian, died 1519 Innsbruck), Armet, ca. 1500, Steel and leather, H. 11 7/16 in. (29 cm), W. 7 7/16 in. (19 cm), D. 13 in. (33 cm); Wt. 7 lb. 8.3 oz. (3410 g), IV.468				Lender Value	
12.60	Armor for Man	Armor for the Joust of War of Maximilian I, South German, ca. 1494, Steel, copper alloy, wood, leather, 52 3/4 x 28 15/16 x 31 1/8 in. (134 x 73.5 x 79 cm); Wt. 112 lb. 14 oz. (51.26 kg), II.167 A-P				Lender Value	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 12						\$139,597,640	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.1	Manuscripts	Jorg Kölderer, (German, active 1497–died 1540), Book of Arms of Maximilian I (Maximiliani König Zeughauss), ca. 1504–08, Pen, ink and watercolor on bound paper, 16 15/16 × 11 7/16 in. (43 × 29 cm), Folio A 2011 36; pp10-11 displayed	[REDACTED]	[REDACTED]	Lender Value	Approved Indemnified U.S. Dollar Value
13.2	Manuscripts	Hans Burgkmair, (German, Augsburg 1473–1531 Augsburg), Leonhard Beck, (German, 1480–1542), Hans Springinkle, (German, ca. 1495–after 1522), Hans Schäufelein, (German, Nuremberg ca. 1480–ca. 1540 Nördlingen), Der Weisskunig, ca. 1510–16, Bound album with 119 woodcuts, 52 drawings, and manuscript text, on paper, 17 1/16 x 12 x 2 3/4 in. (43.4 x 30.5 x 7 cm), 57.40				

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.3	Prints	Daniel Hopfer, (German, Kaufbeuren 1471–1536 Augsburg), Emperor Maximilian I in the Guise of Saint George, ca. 1509–10, Etching, Sheet (trimmed to plate mark): 8 15/16 x 6 3/16 in. (22.8 x 15.7 cm), 1968.18.14			Lender Value	
13.4	Drawings	Masquerade, Design for Freydal, German, ca. 1512-1515, Pen in brown and black ink with watercolor over black chalk and leadpoint on laid paper, Sheet: 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4393			Lender Value	
13.5	Drawings	Foot Combat between Claude de Vaudrey or Ramyng and Freydal, Design for Freydal, German, ca. 1515, Bound volume with 76 watercolors, 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4530			Lender Value	
13.6	Drawings	Italian Joust of Peace between Freydal and Friedrich von Horn, Design for Freydal, German, ca. 1512-1515, Pen in brown and black ink with watercolor over black chalk and leadpoint on laid paper, 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4505			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.7	Drawings	Design for FreydaJoust of War between Freyda and Sigmund von Welsberg , Design for Freyda, German, ca. 1512-1515, Pen in brown and black ink with watercolor over black chalk and leadpoint on laid paper, 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4476	[REDACTED]	[REDACTED]	Lender Value	[REDACTED]
13.8	Drawings	Mixed Joust of War and Joust of Peace between Wolfgang von Polheim and Freyda, Design for Freyda, German, ca. 1515, Pen in brown and black ink with watercolor over black chalk and leadpoint on laid paper, 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4428			Lender Value	
13.9	Drawings	Joust of War between Christoph Lamberger and Freyda, Design for Freyda, German, ca. 1512-1515, Pen in brown and black ink with watercolor over black chalk and leadpoint on laid paper, 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4461			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.10	Prints	Hans Burgkmair, (German, Augsburg 1473–1531 Augsburg), Printed by Jost de Negker, (Flemish, Antwerp 1485–1544 Augsburg (?)), Emperor Maximilian on Horseback, dated 1508, printed 1518, Chiaroscuro woodcut from two blocks, 12 13/16 × 8 15/16 in. (32.5 × 22.7 cm), 1948.11.14			Lender Value	
13.11	Prints	Albrecht Dürer, (German, Nuremberg 1471–1528 Nuremberg), Italian JoustItalian Joust of Peace between Jacob de Heere and Freydal, ca. 1517-1518, Woodcut, 8 15/16 × 9 13/16 in. (22.7 × 25 cm), 1943.3.3682			Lender Value	
13.12	Prints	Albrecht Dürer, (German, Nuremberg 1471–1528 Nuremberg), Masquerade, ca. 1517-1518, Woodcut, 8 15/16 × 9 13/16 in. (22.7 × 25 cm), 1943.3.3683			Lender Value	
13.13	Drawings	Joust of War between Freydal and Christoph Schenk von Limpurg, Design for Freydal, German, ca. 1512-1515, Pen in brown and black ink with watercolor over black chalk and leadpoint on laid paper, 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4491			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.14	Paintings	Giovanni Ambrogio de Predis, (Italian, Milanese, active by 1472–died after 1508), Bianca Maria Sforza, probably 1493, Oil on poplar, Unframed 20 1/16 x 12 13/16 in. (51 x 32.5 cm) □ Framed: 29 1/16 x 21 5/16 x 2 3/4 in. (73.8 x 54.1 x 7 cm), 1942.9.53			Lender Value	
13.15	Drawings	Mixed Joust of War and Joust of Peace between Felix von Werdenberg and Freydal, Design for Freydal, German, ca. 1512-1515, Pen in brown and black ink with watercolor over black chalk and leadpoint on laid paper, 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4418			Lender Value	
13.16	Drawings	Italian Joust of Peace between Jacob de Heere and Freydal, Design for Freydal, German, ca. 1512-1515, Pen in brown and black ink with watercolor over black chalk and leadpoint on laid paper, 13 × 10 3/8 in. (33 × 26.3 cm), 1943.3.4503			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.17	Armor Parts	Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Cuirass and Pauldrons, ca. 1480–90, Steel and leather, Breastplate: 21.25 x 17.75 x 7.375 in, Backplate: 20.75 x 14.5 x 7.62 in, Pair of Pauldrons, Proper Right: 8.5 x 12 x 11.25 in, Proper Left: 9.5 x 11.75 x 11.5 in; Inv. 53.193.4-6			Lender Value	
13.18	Helmets	Attributed to Hans Seusenhofer, (Austrian, Innsbruck, 1470–1555), Armet, ca. 1515–20, Steel, copper alloy, 9 1/4 x 10 x 12 1/2 in. (23.5 x 25.4 x 31.8 cm), N/A			Lender Value	
13.19	Helmets	Attributed to Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Sallet of Maximilian I, 1480, Steel, copper alloy, leather, pigment, H. 14 x W. 8 3/4 x D. 15 1/4 in. (35.6 x 22.2 x 38.7 cm), N/A			Lender Value	
13.20	Sculpture	Crowned Female Figure with an Angel, Netherlandish, ca. 1500, Stone with polychromy, 31 x 18 x 10 in. (78.7 x 45.8 x 25.4 cm); Wt. 200 lb. (90.7 kg), 09.SP.152			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.21	Armor Parts	Lorenz Helmschmid, (German, Augsburg, ca. 1445–1516), Armor for the Joust of Peace of Maximilian I, ca. 1494, Steel, leather, H. 26 3/8 in. (67 cm); Wt. 43 lb. 15.12 oz. (19.94 kg), 1930-63-1			Lender 6-28-19	
13.22	Metalwork	Seal Box (Skippet) Decorated with the Arms of Charles the Bold, South Netherlandish, 1473–77, Gilded copper, Diam. 4 15/16 in. (12.5 cm), 1930-1-40			Lender Value	
13.23	Books	Justus Lipsius, (Netherlands, Overijse 1547–1606 Louvain, Brabant), Cornelis Galle I, (Netherlandish, Antwerp 1576–1650 Antwerp), The High Altar of the Church of Our Lady at Halle, from Diva Virgo Hallensis: Beneficia Eius & Miracular Fide Atque Ordine Descripta, 1604, Bound volume, on paper, H. 10 1/4 in. (26 cm), BT660.H35 L57 1604; pp14-15 displayed			Lender Value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.24	Books	Johannes Cuspinianus, (Austrian, Spießheim 1473–1529 Vienna), Congressus ac Celeberrimi Conventus Caesaris Max. et Trium Regum Hungariae, Bohemiae et Poloniae, 1515, Bound volume, on paper, 7 7/8 in. (20 cm), GC5 C9624 515w; p B2R displayed			Lender Value	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 13						\$22,209,400
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTIONS 12 AND 13						\$161,807,040

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
The Last Knight
F-1415-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the The Metropolitan Museum of Art and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$170,796,950 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: August 19, 2019 to February 5, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$100,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$100,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$100,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$100,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$100,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$100,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

MFA Houston - Bacon APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Portrait of George Dyer in a Mirror</i> , 1968 Oil on canvas 78 x 58 in. Inv. #458 (1971.3)			Lender	
12.2	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study for Bullfight No. 2</i> , 1969 Oil on canvas 78 x 58 in.			Lender	
12.3	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Triptych</i> , 1970 Oil on canvas 3 panels: 78 x 58 in. each NGA 1974.263.A-C			Lender	
12.4	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study of Red Pope</i>, 1962, <i>Second Version</i>, 1971 Oil on canvas 78 x 58 in.			Lender	
12.5	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>In Memory of George Dyer</i> , 1971 Oil and dry transfer lettering on canvas 3 panels: 78 x 58 in. each Inv.87.2			Lender	

MFA Houston - Bacon APPROVED
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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.6	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Self-Portrait</i> , 1971 Oil on canvas 14 x 12 in. Numéro d'inventaire : AM 1984-485			Lender	
12.7	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Triptych August 1972</i> , 1972 Oil and sand on canvas 3 panels: 78 x 58 in. each T03073			Lender	
12.8	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Female Nude Standing in Doorway</i> , 1972 Oil and pastel on canvas 78 x 58 in. Numéro d'inventaire : AM 2007-127			Lender	
12.9	Painting	Francis Bacon, British, born Ireland (1909-1992)- <i>Three Portraits - Posthumous Portrait of George Dyer; Self Portrait; Portrait of Lucian Freud</i>, 1973 Oil on canvas 3 panels: 78 x 58 in. each			Lender	
12.10	Painting	Francis Bacon, British, born Ireland (1909-1992)- <i>Triptych May June</i>, 1973 Oil on canvas 3 panels: 78 x 58 in. each			Lender	
12.11	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Self-Portrait</i> , 1973 Oil and dry transfer lettering on canvas 78 x 58 in.			Lender	

MFA Houston - Bacon APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.12	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Three Figures and Portrait</i> , 1975 Oil and pastel on canvas 78 x 58 in. T02112			Lender	
12.13	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Self-Portrait</i> , 1976 Oil on canvas 14 x 12 in.			Lender	
12.14	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study for Self-Portrait</i> , 1976 Oil and pastel on canvas 78 x 58 in. 209.1978			Lender	
12.15	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Portrait of Michel Leiris</i> , 1976 Oil on canvas 13 3/8 x 11 7/16 in. Numéro d'inventaire : AM 1984-487			Lender	
12.16	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study for Portrait (Michel Leiris)</i> , 1978 Oil on canvas 14 x 12 in. Numéro d'inventaire : AM 1984-488			Lender	
12.17	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Landscape</i> , 1978 Oil and pastel on canvas 78 x 58 in.			Lender	

MFA Houston - Bacon APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.18	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Carcass of Meat and Bird of Prey</i> , 1980 Oil on canvas 78 x 58 in.			Lender	
12.19	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Sand Dune</i> , 1981 Oil on canvas 78 x 58 in.			Lender	
12.20	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study for Portrait</i> , 1981 Oil and dry transfer lettering on canvas 78 x 58 in.			Lender	
12.21	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study of the Human Body</i> , 1981-82 Oil on canvas 78 x 58 in. Numéro d'inventaire : AM 1982-433			Lender	
12.22	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Water from a Running Tap</i> , 1982 Oil on canvas 78 x 58 in.			Lender	
12.23	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Sand Dune</i> , 1983 Oil on canvas 78 x 58 in. Inv.84.1			Lender	

MFA Houston - Bacon APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.24	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Still Life – Broken Statue and Shadow</i> , 1984 Oil, pastel, and aerosol paint on canvas 78 x 58 in.			Lender	
12.25	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Street Scene (With Car in Distance)</i> , 1984 Oil, aerosol, paint, and dry transfer lettering on canvas 78 x 58 in.			Lender	
12.26	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Painting March 1985</i> , 1985 Oil on canvas 78 x 58 in.			Lender	
12.27	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study from the Human Body</i> , 1986 Oil on canvas 78 x 58 in.			Lender	
12.28	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Triptych 1986-7</i> , 1986-87 Oil, pastel, aerosol paint and dry transfer lettering on canvas 3 panels: 78 x 58 in. each			Lender	

**MFA Houston - Bacon APPROVED
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.29	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study from the Human Body and Portrait</i> , 1988 Oil, pastel, aerosol and dry transfer lettering on canvas 78 x 58 in.			Lender	
12.30	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Man at a Washbasin</i> , 1989-90 Oil and aerosol on canvas 78 x 58 in.			Lender	
12.31	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Portrait de Jacques Dupin</i> , 1990 Oil on canvas 14 x 12 in.			Lender	
12.32	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study of a Bull</i> , 1991 Oil, aerosol paint, and dust on canvas 78 x 58 in.			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 12		\$728,251,660	

MFA Houston - Bacon APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.1	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Triptych (inspired by T.S. Eliot's poem, "Sweeney Agoniste")</i> , 1967 Oil and pastel on canvas 3 panels: 78 x 58 in. each			Lender	
13.2	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Three Studies for Self-Portrait</i> , 1979 Oil on canvas 3 panels: 14 x 12 in. each 1999.363.1a-c			Lender	
13.3 *Houston ONLY	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Diptych 1982-84: Study from the Human Body</i> , 1982 84; <i>Study of the Human Body- from a Drawing by Ingres</i> , 1982 Oil, pastel, and dry transfer lettering on canvas 2 panels: 78 x 58 in. each 89.21			Lender	
13.4	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study for the Eumenides</i> , 1982 Oil on canvas 78 x 58 in.			Lender	
13.5	Painting	Francis Bacon, British, born Ireland (1909-1992) <i>Study from the Human Body</i> , 1983 Oil, pastel, and aerosol paint on canvas 78 x 58 in. 1984-17 DJ			Lender	

MFA Houston - Bacon APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.6 *Houston ONLY	Painting	Francis Bacon, British, born Ireland (1909-1992)- <i>Jet of Water</i> , 1988 Oil on canvas 78 x 58 in.			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 13			\$73,000,000
updated 3-20-20			TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13			\$801,251,660

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Francis Bacon: Late Paintings
F-1428-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Museum of Fine Arts, Houston and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$1,026,251,660 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: January 20, 2020 to June 25, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name

Date

Tony Chauveaux
Deputy Chairman for Programs and Partnerships
for
Mary Anne Carter
Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Attachment: List of Indemnified Objects

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Lucian Freud (British, 1922-2011) Man with a feather 1943 Oil on canvas Unframed: 30 x 20 inches Framed: 34 15/16 x 24 3/4 x 2 3/16 inches	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.2	Painting	Lucian Freud (British, 1922-2011) Self-portrait, Reflection 2002 Oil on canvas Unframed: 26 x 20 inches Framed: 30 1/2 x 24 1/2 x 2 15/16 inches			Lender	
12.3	Painting	Lucian Freud (British, 1922-2011) Self-portrait 1940 Oil on canvas 12 x 8 7/8 inches			Lender	
12.4	Painting	Lucian Freud (British, 1922-2011) Man with a Thistle (Self-portrait) 1946 Oil on canvas Unframed: 24 x 19 3/4 inches Framed: 31 1/2 x 27 3/16 x 3 1/8 inches			Lender	

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.5	Drawing	Lucian Freud (British, 1922-2011) Street Scene 1948 Conté crayon on paper Unframed: 8 3/4 x 5 1/4 inches Framed: 11 13/16 x 7 7/8 x 3/8 inches			Lender	
12.6	Drawing	Lucian Freud (British, 1922-2011) Flyda and Arvid 1947 pencil, ink and crayon on paper Unframed: 8 7/16 x 11 5/8 inches Framed: 12 5/8 x 15 9/16 x 7/8 inches			Lender	
12.7	Drawing	Lucian Freud (British, 1922-2011) Self Portrait as Actaeon 1949 Ink on paper 8 3/4 x 5 11/16 inches			Lender	
12.8	Painting	Lucian Freud (British, 1922-2011) Hotel Bedroom 1954 Oil on canvas Unframed: 36 x 24 inches Framed: 43 5/16 x 31 1/2 inches			Lender	

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.9	Painting	Lucian Freud (British, 1922-2011) Self-portrait 1949 Oil on canvas Unframed: 9 13/16 x 6 11/16 inches Framed: 12 11/16 x 9 3/16 x 1 15/16 inches			Lender	
12.10	Book	Nigel Dennis (British, 1912-1989) Cards of Identity 1955 Book, paper and sewn binding 7 7/8 x 5 1/2 x 1 1/4 inches (closed) 1st edition cover to be displayed			Lender	
12.11	Book	Nigel Dennis (British, 1912-1989) Two Plays and a preface 1958 Book, paper and sewn binding 8 1/4 x 5 9/16 x 1 inch (closed) 1st edition cover to be displayed			Lender	
12.12	Sketchbook	Lucian Freud (British, 1922-2011) Sketchbook 8 (page 21) 66 pages total Undated Pencil on paper Overall (Closed): 5 3/16 x 7 1/8 x 1/2 inches Overall (Open): 5 5/16 x 13 3/4 x 2 3/8 inches Image to display: 6 3/4 x 5 1/16 inches			Lender	

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.13	Sketchbook	Lucian Freud (British, 1922-2011) Sketchbook 2 (page 30) 78 pages total Undated Pencil on paper Overall (Closed): 10 1/4 × 14 1/8 × 9/16 inches Overall (Open): 10 1/4 × 27 15/16 × 4 5/16 inches Image to display: 13 15/16 x 10 1/16 inches			Lender	
12.14	Sketchbook	Lucian Freud (British, 1922-2011) Sketchbook 12 (page 4) 42 pages total Undated Pencil on paper Overall (Closed): 21 5/8 × 17 11/16 × 11/16 inches Overall (Open): 21 5/8 × 21 5/8 × 5 7/8 inches Image to display: 21 5/8 x 17 1/2 inches			Lender	
12.15	Sketchbook	Lucian Freud (British, 1922-2011) Sketchbook 35 (page 31) 78 pages total Undated Pencil on paper Overall (Closed): 10 5/16 × 7 3/8 × 9/16 inches Overall (Open): 10 5/16 × 13 9/16 × 3 15/16 inches Image to display: 10 x 6 13/16 inches			Lender	

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.16	Painting	Lucian Freud (British, 1922-2011) Self-portrait c. 1956 Oil on canvas Unframed: 24 x 24 inches Framed: 43 5/16 x 31 1/2 inches			Lender	
12.17	Painting	Lucian Freud (British, 1922-2011) Reflection with Two Children (Self-portrait) 1965 Oil on canvas Unframed: 35 5/16 x 35 5/16 inches Framed: 41 15/16 x 41 13/16 x 3 1/8 inches			Lender	
12.18	Painting	Lucian Freud (British, 1922-2011) Interior with Plant, Reflection Listening, (Self-portrait) 1967-68 Oil on canvas Unframed: 47 15/16 x 47 15/16 inches Framed: 53 15/16 x 53 15/16 x 2 3/8 inches			Lender	
12.19	Painting	Lucian Freud (British, 1922-2011) Interior with Hand Mirror (Self-portrait) 1967 Oil on canvas Unframed: 10 1/16 x 7 inches Framed: 12 3/16 x 9 1/4 x 1 9/16 inches			Lender	

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.20	Painting	Lucian Freud (British, 1922-2011) Man's Head (Self-portrait I) 1963 Oil on canvas Unframed: 21 x 20 inches Framed: 26 5/16 x 25 3/16 x 3 1/8 inches			Lender	
12.21	Painting	Lucian Freud (British, 1922-2011) Man's Head (Self-portrait II) 1963 Oil on canvas Unframed: 12 x 9 7/8 inches Framed: 15 x 12 13/16 x 2 3/4 inches			Lender	
12.22	Drawing	Lucian Freud (British, 1922-2011) Self-portrait 1974 Gouache and pencil on paper Unframed: 12 13/16 x 9 1/4 inches Framed: 14 3/8 x 10 13/16 x 3/8 inches			Lender	
12.23	Drawing	Lucian Freud (British, 1922-2011) Self-portrait 1974 Gouache and pencil on paper 12 13/16 x 9 1/4 inches			Lender	

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.24	Painting	Lucian Freud (British, 1922-2011) Two Irishmen in W11 1984-85 Oil on canvas Unframed: 68 x 55 9/16 inches Framed: 70 7/8 x 61 5/8 x 3 1/8 inches	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.25	Painting	Lucian Freud (British, 1922-2011) Flora with Blue Toenails 2000-01 Oil on canvas Unframed: 35 x 50 inches Framed: 41 3/4 x 56 x 3 1/4 inches			Lender	
12.26	Painting	Lucian Freud (British, 1922-2011) Reflection (Self-portrait) 1985 Oil on canvas Unframed: 22 x 21 3/4 inches Framed: 28 3/8 x 26 9/16 x 2 3/16 inches			Lender	
12.27	Painting	Lucian Freud (British, 1922-2011) Reflection (Self-portrait) 1981-82 Oil on canvas Unframed: 12 x 10 inches Framed: 15 3/4 x 14 3/16 x 1 15/16 inches			Lender	

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.28	Print	Lucian Freud (British, 1922-2011) Self-portrait, Reflection 1996 Etching print, ink on paper Artist proof Edition of 46 with 12 artist proofs Plate: 23 3/8 x 16 15/16 inches Sheet: 34 5/8 x 27 5/8 inches Framed: 38 3/16 x 31 1/8 x 13/16 inches			Lender	
12.29	Painting	Lucian Freud (British, 1922-2011) Untitled (Self-portrait) 1978 Oil on canvas 66 3/16 x 40 1/8 inches			Lender	
12.30	Drawing	Lucian Freud (British, 1922-2011) Letter from Lucian Freud to Stephen Spender c. 1939-41 Ink, crayon and watercolor on paper 13 1/4 x 9 5/8 inches			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 12			\$327,435,937
13.1	Drawing	Lucian Freud (British, 1922-2011) Self portrait (recto); Drawing (verson): a double-sided work 1940 Ink on paper Unframed: 8 3/8 x 5 11/16 inches Framed: 11 13/16 x 9 1/16 x 1 3/16 inches			Lender	

MFABoston - Freud APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
13.2	Drawing	Lucian Freud (British, 1922-2011) Self-portrait 1940 Ink on paper Unframed: 8 5/8 x 5 7/8 inches Framed: 16 9/16 x 13 3/8 x 13/16 inches	[REDACTED]	[REDACTED]	Lender	[REDACTED]
13.3	Drawing	Lucian Freud (British, 1922-2011) Self-portrait 1961 Watercolor and pencil on paper Unframed: 13 5/8 x 9 3/4 inches Framed: 21 1/2 x 18 x 1 1/2 inches			Lender	
13.4	Drawing	Lucian Freud (British, 1922-2011) Portrait of a Boy c. 1940 Ink and gouache on paper Unframed: 9 x 7 1/16 inches Framed: 15 x 12 inches			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 13			\$1,300,000
			TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13			\$328,735,937

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Lucian Freud: The Self Portraits
F-1429-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Museum of Fine Arts, Boston and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$328,735,937 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: January 27, 2020 to July 3, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$300,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$300,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name

Date

Tony Chauveaux
Deputy Chairman for Programs and Partnerships
for
Mary Anne Carter
Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Attachment: List of Indemnified Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12-1	Drawing	Georges Pierre Seurat, French, 1859–1891 Tipcart (Le Cheval au tombereau). 1882–83 Conté crayon on paper 9 1/4 x 12 3/16" (23.5 x 31 cm) Lender Accession/Inventory Number: RF-30-257			Starr Figura (Curator)	
12-2	Drawing	Paul Signac, French, 1863–1935 Study for the Portrait of Félix Fénéon (Étude pour le Portrait de Félix Fénéon). 1890–91 Cut-and-pasted paper with gouache and ink on paper 11 x 16 15/16" (28 x 43 cm)			Lender	
12-3	Illustrated Book	Unknown Artist, Japanese Untitled book. c. 1866–80 Book with 38 woodblock prints and accordion binding 7 1/2 x 7 5/16 x 2 3/4" (19 x 18.5 x 7 cm) (open)			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12-4	Illustrated Book	<p>Michel Eugène Chevreul, French, 1786–1889 Colors and Their Application to Industrial Arts Using Chromatic Circles (Des Couleurs et de leurs applications aux arts industriels à l'aide des cercles chromatiques). 1864 Illustrated book with twenty seven engravings 14 3/8 × 23 5/8 × 13/16" (36.5 × 60 × 2 cm) (open) Printer: Lamoureux, Publisher: J. B. Baillière et fils</p>	[REDACTED]	[REDACTED]	Lender	[REDACTED]			
12-5	Painting	<p>Paul Signac, French, 1863–1935 Gasometers at Clichy (Les Gazomètres. Clichy). 1886 Oil on canvas 25 9/16 × 31 7/8" (65 × 81 cm) Lender Accession/Inventory Number: 1817-4</p>			[REDACTED]		[REDACTED]	Lender	[REDACTED]
12-6	Painting	<p>Paul Signac, French, 1863–1935 In the Time of Harmony: The Golden Age Is Not Passed, It Is Still to Come (Reprise) (Au Temps d'harmonie: l'âge d'or n'est pas dans le passé, il est dans l'avenir [reprise]). 1896 Oil on canvas 34 1/2 × 41" (87.6 × 104.1 cm)</p>						[REDACTED]	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12-7	Painting	<p>Paul Signac, French, 1863–1935 The Rocky Inlet, Saint Tropez (Saint-Tropez-La Calanque). 1906 Oil on canvas 28 3/4 × 36 1/4" (73 × 92 cm) Lender Accession/Inventory Number: 5090</p>	[REDACTED]	[REDACTED]	Starr Figura (Curator)	[REDACTED]
12-8	Painting	<p>Gino Severini, Italian, 1883–1966 The Black Cat (Le Chat noir). 1910–11 Oil on canvas 21 7/16 × 28 3/4" (54.4 × 73 cm) Lender Accession/Inventory Number: 6441</p>			Lender	
12-9	Painting	<p>Paul Signac, French, 1863–1935 The Junction at Bois-Colombes (La Route Pontoise [L'Embranchement de Bois-Colombes]). 1886 Oil on canvas 13 × 18 1/8" (33 × 46 cm) Lender Accession/Inventory Number: LEEAG.PA.1948.0034</p>			Lender [REDACTED]	
12-10	Painting	<p>Georges Pierre Seurat, French, 1859–1891 The Bec du Hoc, Grandcamp (Le Bec du Hoc, Grandcamp). 1885 Oil on canvas 25 1/2 × 32 1/8" (64.8 × 81.6 cm) Lender Accession/Inventory Number: N06067</p>			Lender [REDACTED]	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12-11	Painting	<p>Pierre Bonnard, French, 1867–1947 Woman Dozing on a Bed (Femme assoupie sur un lit). 1899 Oil on canvas 37 15/16 × 41 7/16" (96.4 × 105.2 cm) Lender Accession/Inventory Number: RF 1977 75</p>	[REDACTED]	[REDACTED]	Lender [REDACTED]	[REDACTED]
12-12	Painting	<p>Pierre Bonnard, French, 1867–1947 The Bernheim-Jeune Brothers (Les Frères Bernheim-Jeune). 1920 Oil on canvas 65 3/8 × 61 1/4" (166 × 155.5 cm) Lender Accession/Inventory Number: RF 1977 78; AM 3104</p>			Lender [REDACTED]	
12-13	Painting	<p>Henri-Edmond Cross, French, 1856–1910 The Golden Isles (Les Iles d'or). 1891–92 Oil on canvas 23 7/16 × 21 1/4" (59.5 × 54 cm) Lender Accession/Inventory Number: RF 1977 126</p>			Lender [REDACTED]	
12-14	Painting	<p>Georges-Pierre Seurat, French, 1859–1891 Model from the Back (Poseuse de dos). 1886 Oil on wood 9 5/8 x 6 1/8" (24.4 x 15.6 cm) Lender Accession/Inventory Number: RF 1947 14</p>			Lender [REDACTED]	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12-15	Painting	<p>Georges-Pierre Seurat, French, 1859–1891 Model. Facing Front (Poseuse de face). 1886–87 Oil on wood 9 13/16 x 6 5/16" (25 x 16 cm) Lender Accession/Inventory Number: RF 1947 13</p>			Lender [REDACTED]	
12-16	Painting	<p>Georges-Pierre Seurat, French, 1859–1891 Model in Profile (Poseuse de profil). 1886 Oil on wood 9 13/16 x 6 5/16" (25 x 16 cm) Lender Accession/Inventory Number: RF 1947 14</p>			Lender [REDACTED]	
12-17	Painting	<p>Henri Edmond Cross, French, 1856–1910 The Shipwreck (Le Naufrage). c. 1906 Oil on canvas 18 1/8 x 21 5/8" (46 x 55 cm) Lender Accession/Inventory Number: RF-1976 80</p>			Lender 5-6-49	
12-18	Painting	<p>Georges-Pierre Seurat, French, 1859–1891 Young Peasant in Blue (Le Petit paysan en bleu). 1882 Oil on canvas 18 1/8 x 14 15/16" (46 x 38 cm) Lender Accession/Inventory Number: RF 1982 54</p>			Lender [REDACTED]	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12-19	Painting	<p>Georges Pierre Seurat, French, 1859–1891 Sketch for Circus (Le Cirque, esquisse)- 1891 Oil on canvas 21 3/4 × 18 3/16" (55.2 × 46.2 cm) Lender Accession/Inventory Number: RF-1937-123</p>			Lender -				
12-20	Painting	<p>Georges-Pierre Seurat, French, 1859–1891 Edge of the Wood, Springtime (Lisière de bois au printemps). 1882–83 Oil on canvas 6 1/2 × 10 1/4" (16.5 × 26 cm) Lender Accession/Inventory Number: RF 1973 23</p>						Lender	
12-21	Painting	<p>Paul Signac, French, 1863–1935 The Stone Breaker (Le Démolisseur). 1897–99 Oil on canvas 98 13/16 × 59 1/4" (251 × 150.5 cm) Lender Accession/Inventory Number: AM 2735</p>						Lender	
12-22	Painting	<p>Georges-Pierre Seurat, French, 1859–1891 Trees, Winter (Arbres, hiver). 1883 Oil on canvas 6 1/16 × 9 13/16" (15.4 × 25 cm) Lender Accession/Inventory Number: RF 2000 24</p>						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12-23	Painting	Albert Dubois-Pillet, French, 1846–1890 The Forges of Ivry (Forges à Ivry). 1888–89 Oil on canvas 8 11/16 × 13" (22 × 33 cm)	[REDACTED]	[REDACTED]	Lender	[REDACTED]			
12-24	Painting	Maximilien Luce, French, 1858–1941 Félix Fénéon. 1901 Oil on cardboard 17 15/16 × 15 3/8" (45.5 × 39 cm) Lender Accession/Inventory Number: RF 1980 189						Lender	
12-25	Painting	Paul Signac, French, 1863–1935 Sunday (Dimanche). c. 1888–90 Oil on canvas 59 1/16 × 59 1/16" (150 × 150 cm)						Lender	
12-26	Painting	Paul Signac, French, 1863–1935 Sketch for the Portrait of Félix Fénéon. Opus 217 (Esquisse pour le Portrait de Félix Fénéon. Opus 217). 1890 Oil on wood 9 1/16 × 13 9/16" (23 × 34.5 cm)						Lender	
12-27	Painting	Henri Matisse, French, 1869–1954 Peonies (Les Pivoines). 1907 Oil on canvas 25 9/16 × 21 1/2" (65 × 54.6 cm)						Starr Figura- (Curator)	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12-28	Painting	Luigi Russolo, Italian, 1885–1947 The Revolt (La Rivolta). 1911 Oil on canvas 59 3/8 × 90 13/16" (150.8 × 230.7 cm) Lender Accession/Inventory Number: 0333154			Lender [REDACTED]	
12-29	Painting	Félix Vallotton, French, 1865–1925 Félix Fénéon at the Revue Blanche (Félix Fénéon dans le bureau de La Revue Blanche). 1896 Oil on cardboard 20 11/16 × 26" (52.5 × 66 cm)			Lender	
12-30	Painting	Amedeo Modigliani, Italian, 1884–1920 Boy in a Blue Jacket (Garçon à la veste bleue). 1918 Oil on canvas 36 7/16 × 24" (92.5 × 61 cm)			Starr Figura (Curator)	
12-31	Sculpture	Unknown Artist, Kota people, Gabon Reliquary Figure (Figure de reliquaire, mbumba). 19th–early 20th century Wood, copper, brass, faience buttons, human bone (tibia), and animal skin (antelope, Bovidae family) 17 11/16 × 7 7/8 × 7 7/8" (45 × 20 × 20 cm) Lender Accession/Inventory Number: Inv. no. 0628			Lender [REDACTED]	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12-32	Sculpture	<p>Unknown Artist, Sepik Valley, Papua New Guinea Flute cap (Bouchon de flûte). 19th century Coated basketwork and cassowary bone with shell inlay, cassowary feathers, boar tusk, and human hair 18 11/16 × 5 × 5 1/8" (47.5 × 12.7 × 13 cm) Lender Accession/Inventory Number: 72.1983.1.1</p>			Lender [REDACTED]				
12-33	Sculpture	<p>Unknown Artist, Kwakwaka'wakw people, British Columbia Zoomorphic container from America (Réciptent zoomorphe de Amérique). late 19th–early 20th century Wood with mother of pearl inlay 7 1/16 × 5 3/8 × 13" (18 × 13.7 × 33 cm) Lender Accession/Inventory Number: 71.1947.47.1</p>						Lender [REDACTED]	
12-34	Sculpture	<p>Unknown Artist, Guro people, Côte d'Ivoire Heddle Pulley (Etrier de poulie de metier à tisser). 19th century Polished hardwood and brass nails 9 1/16 × 2 3/8 × 3 1/8" (23 × 6 × 8 cm) Lender Accession/Inventory Number: 73.1975.1.1</p>							

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12-35	Sculpture	<p>Unknown Artist, Guro people, Côte d'Ivoire Heddle Pulley (Poulie de métier à tisser). 19th-early 20th century Wood 8 1/16 × 2 3/4 × 2 9/16" (20.5 × 7 × 6.5 cm) Lender Accession/Inventory Number: 70.2016.21.2</p>	[REDACTED]	[REDACTED]	Lender [REDACTED]	[REDACTED]
12-36	Sculpture	<p>Unknown Artist, Songye people, Congo Mask (Masque). 19th-early 20th century Polychrome wood 18 7/8 × 11 × 12 5/8" (48 × 28 × 32 cm) Lender Accession/Inventory Number: AMOA 361</p>	[REDACTED]	[REDACTED]	Lender [REDACTED]	[REDACTED]
12-37	Sculpture	<p>Unknown Artist, Congo or Cameroon Sculpture with nails (Sculpture à clous). 19th-early 20th century Wood and iron 25 3/16 × 8 11/16 × 7 7/8" (64 × 22 × 20 cm)</p>	[REDACTED]	[REDACTED]	Lender [REDACTED]	[REDACTED]
12-38	Sculpture	<p>Master of Bouaflé, Guro people, Ivorian Heddle Pulley (Etrier de métier à tisser). 19th century Wood and pigment height: 8 1/4" (21 cm) Lender Accession/Inventory Number: 1008-10</p>	[REDACTED]	[REDACTED]	Lender [REDACTED]	[REDACTED]

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12-39	Sculpture	Unknown Artist, Baga people, Guinea-Bissau Female Figure (Personnage féminin). 19th-early 20th century Wood 34 7/16 x 8 11/16 x 13" (87.5 x 22 x 33 cm)			Lender -	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 12						\$117,971,000
Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13-1	Drawing	Georges Pierre Seurat, French, 1859-1891 Seated Woman with a Parasol (Jeune Fille à l'ombrelle, assise) [Study for "A Sunday on la Grande Jatte" (Un Dimanche à la Grande Jatte)]. 1884-85 Conté crayon on paper 18 3/4 x 12 3/8" (47.7 x 31.5 cm) Lender Accession/Inventory Number: 1999.7			Lender 6-21-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13-2	Drawing	Georges Pierre Seurat, French, 1859–1891 The Zone (Outside the City Walls) (La Zone [Fillette dans la neige—La grève]). 1882–83 Conté crayon on paper 9 1/2 x 12 3/8" (24.1 x 31.5 cm) Lender Accession/Inventory Number: 2018.196			Lender 6-21-19	
13-3	Drawing	Georges-Pierre Seurat, French, 1859–1891 Man in a Bowler Hat (Buste du Dormeur [L'Homme au chapeau melon]). 1883 Conté crayon on paper 9 1/2 x 11 3/4" (24.1 x 29.8 cm)			Lender	
13-4	Drawing	Georges Pierre Seurat, French, 1859–1891 Rays (Rayons). c. 1884 Conté crayon on paper 9 5/8 x 12 1/2" (24.5 x 31.8 cm)			Starr Figura (Curator)	
13-5	Drawing	Georges-Pierre Seurat, French, 1859–1891 At Dusk (Au Crépuscule). c. 1882–83 Conté crayon on paper 12 x 9 7/16" (30.5 x 24 cm)			Lender	
13-6	Drawing	Georges-Pierre Seurat, French, 1859–1891 Haystacks (Les Meules). c. 1882–83 Conté crayon on paper 9 7/8 x 12 3/16" (25.1 x 31 cm)			Lender, updated 5-6-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
13-7	Drawing	<p>Georges-Pierre Seurat, French, 1859–1891 Place de la Concorde, Winter (Place de la Concorde, l'hiver). c. 1882–83 Conté crayon on paper 9 1/8 x 12 1/8" (23.2 x 30.8 cm) Lender Accession/Inventory Number: 41.721</p>			Lender 6-21-19				
13-8	Drawing	<p>Georges-Pierre Seurat, French, 1859–1891 Foal (Le Poulain). c. 1882–83 Conté crayon on paper 9 3/4 x 12 1/2" (24.8 x 31.8 cm) Lender Accession/Inventory Number: 1975.1.706</p>						Lender	
13-9	Drawing	<p>Georges-Pierre Seurat, French, 1859–1891 Courbevoie. Factories by Moonlight (La Lune à Courbevoie: Usines sous la lune). c. 1882–83 Conté crayon on paper 9 5/16 x 12 1/4" (23.7 x 31.1 cm) Lender Accession/Inventory Number: 1976.243</p>						Lender	
13-10	Painting	<p>Pierre Bonnard, French, 1867–1947 The Palm (Le Palmier). 1926 Oil on canvas 45 x 57 7/8" (114.3 x 147 cm) Lender Accession/Inventory Number: 0174</p>						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13-11	Painting	Pierre Bonnard, French, 1867–1947 Circus Rider (L'Ecuyère [Le Cirque]). 1894 Oil on artists' board 10 5/8 × 13 3/4" (27 × 34.9 cm) Lender Accession/Inventory Number: 0158			Lender	
13-12	Painting	Édouard Vuillard, French, 1868–1940 The Folding Bed (Le Lit cage). 1903 Oil on cardboard 22 1/2 × 22 3/4" (57.1 × 57.8 cm)			Lender	
13-13	Painting	Pierre Bonnard, French, 1867–1947 Reflecting on the Day (Les Comptes de la journée). 1924 Oil on canvas 21 3/4 × 20" (55.2 × 50.8 cm)			Lender	
13-14	Painting	Amedeo Modigliani, Italian, 1884–1920 Nude (Nu). 1917 Oil on canvas 28 3/4 × 45 7/8" (73 × 116.5 cm) Lender Accession/Inventory Number: 41.535			Lender 6-21-19	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13-15	Painting	Amedeo Modigliani, Italian, 1884–1920 Jeanne Hébuterne with Yellow Sweater (Le Sweater jaune). 1918–19 Oil on canvas 39 3/8 × 25 1/2" (100 × 64.8 cm) Lender Accession/Inventory Number: 37.533			Lender 6-21-19	
13-16	Painting	Georges-Pierre Seurat, French, 1859–1891 Peasant Woman Seated in the Grass (Paysanne assise dans l'herbe). 1883 Oil on canvas 15 x 18 3/16" (38.1 x 46.2 cm) Lender Accession/Inventory Number: 37.714			Lender	
13-17	Painting	Georges Pierre Seurat, French, 1859–1891 Farm Women at Work (Paysannes au travail). 1882–83 Oil on canvas 15 1/8 x 18 1/4" (38.4 x 46.4 cm) Lender Accession/Inventory Number: 41.713			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
13-18	Painting	<p>Édouard Vuillard, French, 1868–1940 At the Revue Blanche (Portrait of Félix Fénéon) (À la revue blanche [Portrait de Félix Fénéon]). 1901 Oil on paperboard 18 1/4 × 22 5/8" (46.4 × 57.5 cm) Lender Accession/Inventory Number: 41.725</p>			Lender 7-9-19				
13-19	Painting	<p>Georges-Pierre Seurat, French, 1859–1891 Study for "A Sunday on La Grande Jatte" (Étude d'ensemble). 1884 Oil on canvas 27 3/4 × 41" (70.5 × 104.1 cm) Lender Accession/Inventory Number: 51.112.6</p>						Lender	
13-20	Painting	<p>Henri Matisse, French, 1869–1954 Olive Trees at Collioure (Oliviers à Collioure). 1906 Oil on canvas 17 1/2 × 21 3/4" (44.5 × 55.2 cm) Lender Accession/Inventory Number: 1975.1.194</p>						Starr Figura (Curator)	
13-21	Painting	<p>Georges-Pierre Seurat, French, 1859–1891 The Mower (Le Faucheur). 1881–82 Oil on wood 6 1/2 × 9 7/8" (16.5 × 25.1 cm) Lender Accession/Inventory Number: 1975.1.206</p>						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
13-22	Painting	<p>Amedeo Modigliani, Italian, 1884–1920 Nude with Coral Necklace (Nu au collier de corail). 1917 Oil on canvas 26 3/16 × 39 13/16" (66.5 × 101.1 cm) Lender Accession/Inventory Number: AMAM 1955.59</p>			Lender				
13-23	Photograph	<p>Alphonse Bertillon, French, 1853–1914 Luce. Maximilien. 36 years old, born 3/13/58 in Paris. Artist-Painter. Anarchist. 7/6/94 (Luce. Maximilien. 36 ans, né le 13/3/58 à Paris VIIe. Artiste-peintre. Anarchiste. 6/7/94). 1894 Albumen silver print from glass negative 4 1/8 × 2 3/4 × 3/16" (10.5 × 7 × 0.5 cm) Lender Accession/Inventory Number: 2005.100.375.258</p>						Lender	
13-24	Photograph	<p>Alphonse Bertillon, French, 1853–1914 Fénéon. Félix. Clerk of the Galerie Bernheim Jeune. 1894–95 Albumen silver print from glass negative 4 1/8 × 2 3/4 × 3/16" (10.5 × 7 × 0.5 cm) Lender Accession/Inventory Number: 2005.100.375.164</p>							

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13-25	Photograph	<p>Alphonse Bertillon, French, 1853–1914 Ravachol. François Claudius Kœnigstein. 33 years old, born in St-Chamond (Loire). Sentenced to death 4/27/92 (Ravachol. François Claudius Kœnigstein. 33 ans, né à St-Chamond [Loire]. Condamné le 27/4/92). 1892 Albumen silver print from glass negative 4 1/8 × 2 3/4 × 3/16" (10.5 × 7 × 0.5 cm) Lender Accession/Inventory Number: 2005.100.375.348</p>			Lender	
13-26	Sculpture	<p>Unknown Artist, Northern Tunisian or Siemu people, Burkino Faso Buffalo Helmet Mask (Kablé). 19th-early 20th century Wood, cane, fiber ropes 27 1/2 × 14 3/4 × 11 7/8" (69.9 × 37.5 × 30.2 cm) Lender Accession/Inventory Number: 1976.206.47</p>				
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 13						\$273,345,000
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTIONS 12 AND 13						\$391,316,000

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Félix Fénéon
F-1416-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the The Museum of Modern Art and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$470,876,000 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: January 28, 2020 to August 12, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$400,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$400,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$400,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$400,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$400,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$400,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under

such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Tony Chauveaux
Deputy Chairman for Programs and Partnerships
for
Mary Anne Carter
Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Museum Associates - Nara APPROVED final 7-6-20
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Yoshitomo Nara, Japan, born 1959 Dead of Night, 2016 Acrylic on canvas 39 9/16 × 35 13/16 in. Lender #: NA LACMA #: EX.8792.44			Lender	
12.2	Painting	Yoshitomo Nara, Japan, born 1959 Make the Road, Follow the Road, 1990 Acrylic on canvas 39 3/8 × 39 3/8 in. Lender #: D-1990-002 LACMA #: EX.8792.10			Lender	
12.3	Painting	Yoshitomo Nara, Japan, born 1959 Mumps, 1996 Acrylic on cotton mounted on canvas 47 1/4 × 43 5/16 in. Lender #: P-1996-005 LACMA #: EX.8792.11			Lender	
12.4	Painting	Yoshitomo Nara, Japan, born 1959 The Last Match, 1996 Acrylic on cotton mounted on canvas 47 1/4 × 43 5/16 in. Lender #: P-1996-006 LACMA #: EX.8792.12			Lender	
12.5	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2008 Pencil on paper 25 1/2 × 19 1/2 in. Lender #: NA LACMA #: EX.8792.94			Lender	

**Museum Associates - Nara APPROVED final 7-6-20
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.6	Painting	Yoshitomo Nara, Japan, born 1959 Blankey, 2012 Acrylic on canvas 76 3/8 × 63 3/4 in. Lender #: NA LACMA #: EX.8792.33			Lender-updated from \$ [REDACTED] 2-26-20	
12.7	Drawing	Yoshitomo Nara, Japan, born 1959 Do Not Disturb!, 2011 Acrylic and colored pencil on paper 12 5/8 × 9 7/16 in. Lender #: NA LACMA #: EX.8792.57			Lender (Value updated per LACMA 11-12-19)	
12.8	Painting	Yoshitomo Nara, Japan, born 1959 In the Milky Lake / Thinking One, 2011 Acrylic on canvas 102 1/16 × 71 9/16 in. Lender #: NA LACMA #: EX.8792.9			Lender (Value updated per LACMA 11-12-19)	
12.9	Drawing	Yoshitomo Nara, Japan, born 1959 I Couldn't Say the Reason Why Tears Fall from the Eyes Now, 1988 Colored pencil and pencil on paper 11 5/8 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.55			Lender	
12.10	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 1988 Acrylic, colored pencil, and pencil on paper 11 5/8 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.56			Lender	

**Museum Associates - Nara APPROVED final 7-6-20
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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.11	Drawing	Yoshitomo Nara, Japan, born 1959 Missing in Action—Girl Meets Boy, 2005 Acrylic, colored pencil, and watercolor on paper 59 1/16 × 53 15/16 in. Lender #: NA LACMA #: EX.8792.54			Lender	
12.12	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2004 Acrylic and colored pencil on paper 12 1/2 × 9 7/16 in. Lender #: NA LACMA #: EX.8792.63			Lender	
12.13	Painting	Yoshitomo Nara, Japan, born 1959 Hula Hula Dancing, 1998 Acrylic on canvas 74 13/16 × 70 7/8 in. Lender #: NA LACMA #: EX.8792.21			Lender	
12.14	Painting	Yoshitomo Nara, Japan, born 1959 White Night, 2006 Acrylic on canvas Unframed: 64 × 51 3/16 in. Lender #: NA LACMA #: EX.8792.31			Lender value updated per LACMA 1-21-20	
12.15	Drawing	Yoshitomo Nara, Japan, born 1959 In the White Room, 2003 Acrylic and colored pencil on paper 28 5/16 x 20 1/4 Lender #: NA LACMA #: EX.8792.46			Lender	

**Museum Associates - Nara APPROVED final 7-6-20
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.16	Painting	Yoshitomo Nara, Japan, born 1959 Can't Wait 'til the Night Comes, 2012 Acrylic on canvas 77 9/16 × 71 7/8 in. Lender #: NA LACMA #: EX.8792.34			Lender -Lender and Value updated per LACMA 2-26-20; Lender updated 7-1-20	
12.17	Painting	Yoshitomo Nara, Japan, born 1959 I WANT TO SEE THE BRIGHT LIGHTS TONIGHT, 2017 Acrylic on canvas 78 3/4 × 76 3/4 in. Lender #: NA LACMA #: EX.8792.30			Lender (Lender updated and value confirmed per LACMA 1-21-20)	
12.18	Painting	Yoshitomo Nara, Japan, born 1959 The Longest Night, 1995 Acrylic on canvas 47 1/4 × 43 5/16 in. Lender #: 10632 LACMA #: EX.8792.13			Lender	
12.19	Painting	Yoshitomo Nara, Japan, born 1959 Harmless Kitty, 1994 Acrylic on canvas 59 1/16 × 55 1/8 in. Lender #: O01237 LACMA #: EX.8792.25			Lender	
12.20	Drawing	Yoshitomo Nara, Japan, born 1959 My Girl, 2003 Colored pencil and pen on paper 9 5/8 × 6 7/8 in. Lender #: NA LACMA #: EX.8792.60			Lender	

**Museum Associates - Nara APPROVED final 7-6-20
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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.21	Painting	Yoshitomo Nara, Japan, born 1959 Sprout the Ambassador, 2001 Acrylic on canvas 82 × 78 in. Lender #: NA LACMA #: EX.8792.32			Lender (Value updated per LACMA 11-12-19)	
12.22		Object moved to 13.21 (change in lender information per LACMA 11/12/19)				
12.23	Drawing	Yoshitomo Nara, Japan, born 1959 Black Eyed Cat, 2003 Acrylic and colored pencil on paper 28 9/16 × 20 3/8 in. Lender #: NA LACMA #: EX.8792.59			Lender	
12.24	Painting	Yoshitomo Nara, Japan, born 1959 In the Deepest Puddle II, 1995 Acrylic on cotton mounted on canvas 47 1/4 × 43 5/16 in. Lender #: NA LACMA #: EX.8792.24			Lender	
12.25	Painting	Yoshitomo Nara, Japan, born 1959 Abandoned Puppy, 1995 Acrylic on cotton mounted on canvas 47 1/4 × 43 5/16 in. Lender #: NA LACMA #: EX.8792.23			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.26	Painting	Yoshitomo Nara, Japan, born 1959 Give You the Flower, 1990 Acrylic on canvas 43 5/16 x 36 1/4 in. Lender #: NA LACMA #: EX.8792.26			Lender	
12.27	Painting	Yoshitomo Nara, Japan, born 1959 Walk On I, 1993 Acrylic on canvas 39 3/8 x 29 1/2 in. Lender #: NA LACMA #: EX.8792.27			Lender	
12.28	Drawing	Yoshitomo Nara, Japan, born 1959 Every Clown Lost in Every Town, 2006 Acrylic and colored pencil on paper 31 x 21 1/2 in. Lender #: NA LACMA #: EX.8792.61			Lender	
12.29	Painting	Yoshitomo Nara, Japan, born 1959 Miss Spring, 2012 Acrylic on canvas 89 3/8 x 71 5/8 in. Lender #: 2013-OJ-002 LACMA #: EX.8792.29			Lender per LACMA 1-15-20	
12.30	Painting	Yoshitomo Nara, Japan, born 1959 Shallow Puddles, 2006 Acrylic on cotton pieces mounted on fibre-reinforced plastic (FRP) 37 3/8 x 37 3/8 x 5 7/8 in. Lender #: NA LACMA #: EX.8792.15			Lender	

**Museum Associates - Nara APPROVED final 7-6-20
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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.31	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.78			Lender	
12.32	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Pencil on paper 16 9/16 × 23 5/8 in. Lender #: NA LACMA #: EX.8792.79			Lender	
12.33	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Colored pencil and pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.80			Lender	
12.34	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Colored pencil and pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.81			Lender	
12.35	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Colored pencil and pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.82			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.36	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Colored pencil and pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.83			Lender	
12.37	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Acrylic, colored pencil, and pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.84			Lender	
12.38	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Acrylic, colored pencil, and pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.85			Lender	
12.39	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.86			Lender	
12.40	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Colored pencil and pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.87			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.41	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2003 Colored pencil and pencil on paper 11 13/16 × 8 1/4 in. Lender #: NA LACMA #: EX.8792.88			Lender	
12.42	Painting	Yoshitomo Nara, Japan, born 1959 People on the Cloud, 1989 Acrylic on canvas 39 3/8 × 39 3/8 in. Lender #: NA LACMA #: EX.8792.14			Lender	
12.43	Painting	Yoshitomo Nara, Japan, born 1959 Girl left behind the night, 2019 Acrylic on canvas 86 5/8 × 76 3/4 in. Lender #: NA LACMA #: EX.8792.92			Lender-updated from \$ 2-26-20, Lender updated again on 5-8-20 (value the same).	
12.44	Painting	Yoshitomo Nara, Japan, born 1959 Peace of mind, 2019 Acrylic on canvas 86 5/8 × 76 3/4 in. Lender #: NA LACMA #: EX.8792.93			Lender	
					TOTAL APPROVED INDEMNITY FOR QUESTION 12	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.1	Drawing	Yoshitomo Nara, Japan, born 1959 To Hell and Back, 2006 Pencil on paper 25 1/2 x 19 3/4 in. Lender #: NA LACMA #: EX.8792.76			Lender	
13.2	Painting	Yoshitomo Nara, Japan, born 1959 Wounded, 2014 Acrylic on canvas 47 1/4 x 43 5/16 in. Lender #: NA LACMA #: EX.8792.35			Lender-updated from \$ [REDACTED] 2-26-20	
13.3	Drawing	Yoshitomo Nara, Japan, born 1959 Slash with a Knife (in the Floating World), 1999 Acrylic, colored pencil, and pencil on paper 13 3/4 x 10 1/4 in; Framed: 16 5/8 x 13 in. Lender #: NA LACMA #: EX.8792.67			Lender	
13.4	Drawing	Yoshitomo Nara, Japan, born 1959 Punk Ebizo (in the Floating World), 1999 Acrylic, colored pencil, and pen on paper 13 3/4 x 10 1/4 in; Framed: 16 5/8 x 13 in. Lender #: NA LACMA #: EX.8792.68			Lender	
13.5	Drawing	Yoshitomo Nara, Japan, born 1959 No Fun! (in the Floating World), 1999 Acrylic, colored pencil, and pen on paper 13 3/4 x 10 1/4 in; Framed: 16 5/8 x 13 in. Lender #: NA LACMA #: EX.8792.69			Lender	

Museum Associates - Nara APPROVED final 7-6-20

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.6	Drawing	Yoshitomo Nara, Japan, born 1959 Full Moon Night (in the Floating World), 1999 Acrylic, colored pencil, and pen on paper 10 1/4 x 13 3/4 in; Framed: 13 x 16 5/8 in. Lender #: NA LACMA #: EX.8792.70	[REDACTED]	[REDACTED]	Lender	[REDACTED]
13.7	Drawing	Yoshitomo Nara, Japan, born 1959 No Nukes! (in the Floating World), 1999 Acrylic and colored pencil on paper 10 1/4 x 13 3/4 in; Framed: 13 x 16 5/8 in. Lender #: NA LACMA #: EX.8792.71			Lender	
13.8	Painting	Yoshitomo Nara, Japan, born 1959 Miss Margaret, 2016 Acrylic on canvas 76 3/8 x 63 5/8 in. Lender #: NA LACMA #: EX.8792.43			Lender-updated from \$ [REDACTED] on 4-29-20	
13.9	Painting	Yoshitomo Nara, Japan, born 1959 Miss Autumn Rendez-vous, 2013 Acrylic on canvas 76 3/8 x 63 3/4 in. Lender #: NA LACMA #: EX.8792.8			Lender	
13.10	Painting	Yoshitomo Nara, Japan, born 1959 Princess of Snooze, 2001 Acrylic on canvas 113 3/8 x 71 9/16 in. Lender #: NA LACMA #: EX.8792.42			Lender-updated from \$ [REDACTED] 2-26-20	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.11	Painting	Yoshitomo Nara, Japan, born 1959 After the Acid Rain, 2006 Acrylic on canvas 89 3/8 × 71 5/8 in. Lender #: NA LACMA #: EX.8792.37			Lender per LACMA 1-16-20	
13.12	Painting	Yoshitomo Nara, Japan, born 1959 NO Means NO, 2014 Acrylic on canvas 51 9/16 × 38 3/16 in. Lender #: NA LACMA #: EX.8792.38			Lender (Value updated per LACMA 11-12-19)	
13.13	Drawing	Yoshitomo Nara, Japan, born 1959 Dream Time, 2011 Colored pencil on paper 16 9/16 × 11 5/8 in. Lender #: NA LACMA #: EX.8792.89			Lender	
13.14	Painting	Yoshitomo Nara, Japan, born 1959 Sleepless Night (Sitting), 1997 Acrylic on canvas 47 1/4 × 43 5/16 in. Lender #: NA LACMA #: EX.8792.40			Lender	
13.15	Painting	Yoshitomo Nara, Japan, born 1959 Missing in Action, 1999 Acrylic on canvas 70 7/8 × 57 1/16 in. Lender #: NA LACMA #: EX.8792.41			Lender (Value updated per LACMA 11-12-19)	

Museum Associates - Nara APPROVED final 7-6-20

(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.16	Painting	Yoshitomo Nara, Japan, born 1959 The Girl with the Knife in Her Hand, 1991 Acrylic on canvas 59 1/4 x 55 1/8 in. Lender #: 99.132 LACMA #: EX.8792.36			Lender	
13.17	Drawing	Yoshitomo Nara, Japan, born 1959 UKIYO, 1999 Acrylic, colored pencil, and pen on paper 16 5/8 x 13 in. Lender #: NA LACMA #: EX.8792.72			Lender	
13.18	Drawing	Yoshitomo Nara, Japan, born 1959 Love Is the Power, 1999 Acrylic and colored pencil on paper 16 5/8 x 13 in. Lender #: 99.101.1 LACMA #: EX.8792.73			Lender	
13.19	Drawing	Yoshitomo Nara, Japan, born 1959 Untitled, 2008 Colored pencil on paper 16 9/16 x 11 3/4 in. Lender #: NA LACMA #: EX.8792.74			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.20	Drawing	Yoshitomo Nara, Japan, born 1959 Green-Haired Cat Girl, 2003 Acrylic and colored pencil on paper 29 15/16 × 22 1/16 in. Lender #: NA LACMA #: EX.8792.75	[REDACTED]		Lender	[REDACTED]
13.21	Painting	Yoshitomo Nara, Japan, born 1959 Misty Noon, 2018 Acrylic on canvas 76 3/8 × 63 3/4 in. Lender #: NA LACMA #: EX.8792.7			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 13			\$53,480,000
updated 7-6-20				TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13		\$133,035,888

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Yoshitomo Nara
F-1426-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Museum Associates and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$143,495,888 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: March 2, 2020 to September 11, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$100,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$100,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$100,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$100,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$100,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$100,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Qiu Zhu, active early 16th century Copy of Qiu Ying's The Garden of Solitary Enjoyment, Ming dynasty, mid-16th century Handscroll; ink and colors on silk 10 7/8 × 173 5/8 in. Lender #: NA LACMA #: EX.8499.79			Lender	
12.2	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Attending Morning Court from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76a			Lender (value updated 2/1/2020)	
12.3	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 A Procession through Mist-enshrouded Halls from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76b			Lender (value updated 2/1/2020)	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.4	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Ruler Gazes at the Landscape Below from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76c			Lender (value updated 2/1/2020)	
12.5	Painting	Qiu Ying 仇英 Chinese, 1495—1552 The Dragon boat Arrives at the Imperial Tower from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76d			Lender (value updated 2/1/2020)	
12.6	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Emperor Savors the Scenery from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76e			Lender (value updated 2/1/2020)	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.7	Painting	<p>Qiu Ying 仇英 Chinese, 1495—1552 Flags and Banners Pass by Mist enshrouded Halls from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA— LACMA #: EX.8499.76f</p>			Lender (value updated-2/1/2020)	
12.8	Painting	<p>Qiu Ying 仇英 Chinese, 1495—1552 Riding the Imperial Carriage from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA— LACMA #: EX.8499.76g</p>			Lender (value updated-2/1/2020)	
12.9	Painting	<p>Qiu Ying 仇英 Chinese, 1495—1552 Welcoming Spring in the Lofty Hall from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA— LACMA #: EX.8499.76h</p>			Lender (value updated-2/1/2020)	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.10	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Ascending the Tower and Viewing the Peaks from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76i			Lender (value updated 2/1/2020)	
12.11	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Verdant Mountains and Mist-enshrouded Halls from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76j			Lender (value updated 2/1/2020)	
12.12	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Tiered Boats and Drifting Skiffs from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76k			Lender (value updated 2/1/2020)	

Museum Associates - Qiu Ying APPROVED

(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.13	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Emperor Hosts a Banquet from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76L			Lender (value updated 2/1/2020)	
12.14	Painting	Qiu Ying 仇英 Chinese, 1495—1552 Dragon Boat Regatta from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76m			Lender (value updated 2/1/2020)	
12.15	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Son of Heaven Rides in a Six-Horse Drawn Carriage from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76n			Lender (value updated 2/1/2020)	

**Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.16	Painting	<p>Qiu Ying 仇英 Chinese, 1495–1552 Savoring Spring from Citadel from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76e</p>			Lender (value updated 2/1/2020)	
12.17	Painting	<p>Qiu Ying 仇英 Chinese, 1495 - 1552 Welcoming the New [Year] from the Jade Palace-Hall from In the Spirit of Tang Court Poems, Ming dynasty, early 16th century Album leaf; ink and colors on paper 9 7/16 × 10 5/8 in. Lender #: NA LACMA #: EX.8499.76p</p>			Lender (value updated 2/1/2020)	
12.18	Painting	<p>Qiu Ying 仇英 Chinese, 1495 - 1552 Blue-and-Green Landscape, Ming dynasty, ca. 1515–1519 Handscroll; ink and colors on silk 15 3/4 × 94 7/8 in. Lender #: LACMA #: EX.8499.38</p>			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.19	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Letter to Chen Weichuan, Ming dynasty, early 18th century Album leaf; ink on paper First leaf: 10 1/16 × 8 7/16 in. Second leaf: 9 13/16 × 8 3/8 in. Lender #: NA LACMA #: EX.8499.78a-b			Lender	
12.20	Painting	Zhang Daqian China, 1899-1983 Sound of the Flute on the River, after Qiu Ying, Republic period, 1947 Hanging scroll; ink and colors on silk 51 9/16 × 21 1/4 in. Lender #: NA LACMA #: EX.8499.95			Lender	
12.21	Painting	Attributed to Qiu Ying 仇英 Chinese, 1495 - 1552 Listening to the Qin, Ming dynasty, ca. 1504–1515 Hanging scroll; ink and light colors on silk 19 13/16 × 26 1/2 in. Lender #: AK159 LACMA #: EX.8499.35			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.22	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Emperor Guangwu Fording a River, Ming dynasty, ca. 1534–1542 Hanging scroll; ink and color on silk 67 1/4 × 25 3/4 in. Lender #: 6485 LACMA #: EX.8499.64			Lender	
12.23	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Receiving the Examination Results, Ming dynasty, ca. 1504–1515 Handscroll; ink, color, and gold on silk 13 9/16 × 251 3/16 in. Lender #: 001608 LACMA #: EX.8499.19			Lender	
12.24	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Playing Music in the Pine Shade, Ming dynasty, 1549 Hanging scroll; ink on paper 21 5/8 × 11 3/16 in. Lender #: 002181 LACMA #: EX.8499.69			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.25	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Jiucheng Palace, Ming dynasty, ca. 1525–1533 Handscroll; ink and colors on silk 12 1/2 × 134 3/4 in. Lender #: OM-000183 LACMA #: EX.8499.39			Lender	
12.26	Painting	Attributed to Liang Kai Sixteen Luohans, Yuan dynasty, 14th century Handscroll; ink on paper 12 7/8 × 225 9/16 in. Lender #: OM-000119 LACMA #: EX.8499.40			Lender	
12.27	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Long-tailed Birds among Peach Trees and Bamboo, from Copies after Song Dynasty Album Leaves in the Tianlai Ge, Ming dynasty, circa 1530 Album leaf; ink and colors on silk 10 3/4 x 10 3/16 in. Lender #: 26743 LACMA #: EX.8499.6a			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.28	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Pavilion of the Prince Teng, from Copies after Song Dynasty Album Leaves in the Tianlai Ge, Ming dynasty, circa 1530 Album leaf; ink and colors on silk 10 3/4 x 10 3/16 in. Lender #: 26743 LACMA #: EX.8499.6b			Lender	
12.29	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Lady Ban Gazing at a Mirror, from Copies after Song Dynasty Album Leaves in the Tianlai Ge, Ming dynasty, circa 1530 Album leaf; ink and colors on silk 10 3/4 x 10 3/16 in. Lender #: 26743 LACMA #: EX.8499.6c			Lender	
12.30	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Scholar Seated before a Screen, from Copies after Song Dynasty Album Leaves in the Tianlai Ge, Ming dynasty, circa 1530 Album leaf; ink and colors on silk 10 3/4 x 10 3/16 in. Lender #: 26743 LACMA #: EX.8499.6d			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.31	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Bathing a Child in a Garden, from Copies after Song Dynasty Album Leaves in the Tianlai Ge, Ming dynasty, circa 1530 Album leaf; ink and colors on silk 10 3/4 x 10 3/16 in. Lender #: 26743 LACMA #: EX.8499.6e			Lender	
12.32	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Bright Consort [Lady Wang Zhaojun] Passing the Frontier, from Copies after Song Dynasty Album Leaves in the Tianlai Ge, Ming dynasty, circa 1530 Album leaf; ink and colors on silk 10 3/4 x 10 3/16 in. Lender #: 26743 LACMA #: EX.8499.6f			Lender	
12.33	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Copy of Portrait of Ni Zan, Ming dynasty, ca. 1515–1525 Handscroll; ink and color on paper 12 3/8 × 18 7/8 in. Lender #: 33982 LACMA #: EX.8499.7			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.34	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Pavilion among Wutong Trees and Bamboo, Ming dynasty, ca. 1525–1533 Hanging scroll; ink and light colors on paper 58 9/16 x 22 1/2 in. Lender #: 42174 LACMA #: EX.8499.8			Lender	
12.35	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Guanyin, Giver of Sons, Ming dynasty, ca. 1515–1525 Hanging scroll; ink on paper 23 1/4 x 35 1/4 in. Lender #: 59877 LACMA #: EX.8499.9			Lender	
12.36	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Jian'ge Pass, Ming dynasty, ca. 1534–1542 Hanging scroll; ink and colors on paper 116 5/16 x 40 1/16 in. Lender #: 11583 LACMA #: EX.8499.11			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.37	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Gazing Afar from a Pine Pavilion, Ming dynasty, ca. 1534–1542 Fan painting; ink and colors on silk 9 13/16 x 20 7/8 in. Lender #: 45532-10 LACMA #: EX.8499.12			Lender	
12.38	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Crab Apple and Mountain Birds, Ming dynasty, ca. 1534–1542 Fan painting; ink and colors on paper 10 1/4 x 21 7/16 in. Lender #: 45532-13 LACMA #: EX.8499.13			Lender	
12.39	Painting	You Qiu, active, 1540-1590 Portrait of the Immortal Master Tan Yangzi, Ming dynasty, 1581 Hanging scroll; ink and colors on silk 46 5/8 x 22 9/16 in. Lender #: 32085 LACMA #: EX.8499.84			Lender	

Museum Associates - Qiu Ying APPROVED

(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.40	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Gathering of the Lotus Society, Ming dynasty, c. 1515–25 Hanging scroll; ink and light colors on silk 30 7/8 × 18 1/8 in. Lender #: NA LACMA #: EX.8499.77			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 12			\$94,918,000
13.1	Painting	Tang Yin Chinese, 1470-1523 Tea Drinking Under the Wutong Tree, Ming dynasty, 1509 Handscroll; ink and slight color on paper 9 3/16 × 45 7/8 in. Lender #: 1941.13 LACMA #: EX.8499.93			Lender	
13.2	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 A Donkey for Mr. Zhu, Ming dynasty, ca. 1545-1552 Handscroll; ink on paper 10 7/16 × 27 5/8 in. Lender #: S1987.213 LACMA #: EX.8499.52			Lender	

**Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.3	Painting	Qiu Ying 仇英 Chinese, 1494 - 1552 Immortal Flying on Crane, Ming dynasty, ca. 1534–42 Fan; album leaf; ink on gold-flecked paper 6 1/8 x 18 3/4 in. Lender #: B79D5.a LACMA #: EX.8499.58a			Lender	
13.4	Painting	Qiu Ying 仇英 Chinese, 1494 - 1552 Parting under a Willow Tree, Ming dynasty, ca. 1545–1552 Fan; album leaf; ink on gold-flecked paper 7 1/16 x 21 3/4 in. Lender #: B79D5.b LACMA #: EX.8499.58b			Lender	
13.5	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Scholar Sitting on a Rocky Promontory, Ming dynasty, ca. 1534–1542 Fan; album leaf; ink on gold-flecked paper 6 3/4 x 19 3/8 in. Lender #: B79D5.c LACMA #: EX.8499.58c			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.6	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Scholar Under a Pine Tree, Ming dynasty, ca. 1515–1525 Fan; album leaf; ink on gold-flecked paper 6 5/8 x 18 1/4 in. Lender #: B79D5.d LACMA #: EX.8499.58d			Lender	
13.7	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Scholar Leaning on a Rock, Ming dynasty, ca. 1534–1542 Fan; album leaf; ink on gold-flecked paper 7 1/2 x 20 1/4 in. Lender #: B79D5.e LACMA #: EX.8499.58e			Lender	
13.8	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Scholar Seated in a Pavilion by a Lake, Ming dynasty, ca. 1534–1542 Fan; album leaf; ink on gold-flecked paper 7 1/16 x 21 3/4 in. Lender #: B79D5.f LACMA #: EX.8499.58f			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.9	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Seven Sages of the Bamboo Grove, Ming dynasty, ca. 1545–1552 Fan; album leaf; ink on gold-flecked paper 7 1/16 x 21 3/4 in. Lender #: B79D5.e LACMA #: EX.8499.58g			Lender	
13.10	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Lady on a Riverbank (The Moon Goddess Chang E), Ming dynasty, ca. 1545–1552 Fan painting; ink and color on gold-flecked paper 7 1/8 x 20 1/2 in. Lender #: B81D38 LACMA #: EX.8499.59			Lender	
13.11	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Buddhist and Daoist Deities, Ming dynasty, ca. 1545–1552 Fan painting; ink on gold-flecked paper 6 7/8 x 21 7/16 in. Lender #: B79D6 LACMA #: EX.8499.60			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
13.12	Painting	Anonymous (after Qiu Ying) Copy after Qiu Ying, The Queen Mother of the West Riding a Crane, Ming dynasty, mid-16th century Fan painting; ink and color on gold-flecked paper 6 3/4 × 19 3/4 in. Lender #: B79D7 LACMA #: EX.8499.61	[REDACTED]	[REDACTED]	Lender	[REDACTED]			
13.13	Painting	Anonymous (after Qiu Ying) After Zhao Da'nian's Peach Blossom Spring, with a signature of Qiu Ying, Qing dynasty, ca. 1700–1800 Handscroll; ink and color on silk 14 3/4 × 104 1/4 in. Lender #: B68D5 LACMA #: EX.8499.74						Lender	
13.14	Painting	Zhou Chen Chinese, 1472 - 1535 Han Yu Meets the Immortal Han Xiangxi at Blue Pass, Ming dynasty, early 16th century Fan painting; ink and color on gold-surfaced paper 7 5/8 x 21 1/2 in. Lender #: B79D11 LACMA #: EX.8499.75						Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.15	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 The Garden of Solitary Enjoyment, Ming dynasty, ca. 1545–1552 Handscroll; ink and color on silk 11 x 204 1/8 in. Lender #: 1978.67 LACMA #: EX.8499.66			Lender	
13.16	Painting	Attributed to Qiu Ying 仇英 Chinese, 1495 - 1552 Divinities of the Five Planets and Twenty-eight Lunar Mansions, Ming dynasty, early 16th century, ca. 1504–1515 Handscroll; ink and light color on paper 7 9/16 × 158 1/4 in. Lender #: 1989.235.4 LACMA #: EX.8499.47			Lender	
13.17	Painting	Attributed to Qiu Ying 仇英 Chinese, 1495 - 1552 The Sixteen Luohans, after Guanxiu, Ming dynasty, ca. 1545–1552 Handscroll; ink on paper 13 9/16 × 206 3/8 in. Lender #: 1989.235.3 LACMA #: EX.8499.48			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.18	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Lady in a Bamboo Grove, Ming dynasty, ca. 1534–1542 Hanging scroll; ink and color on silk 49 x 17 1/2 in. Lender #: 13.220.15 LACMA #: EX.8499.49			Lender	
13.19	Painting	Du Jin (active ca. 1465–1509) The Scholar Fu Sheng Transmitting the Book of Documents, Ming dynasty, late 15th century Hanging scroll; ink and color on silk 57 7/8 x 41 1/8 in. Lender #: 1991.117.2 LACMA #: EX.8499.67			Lender	
13.20	Painting	Liu Jun, China, active mid-late fifteenth century Remonstrating with the Emperor, Ming dynasty, early 16th century Hanging scroll; ink, color, and gold on silk 65 1/2 x 41 3/4 in. Lender #: 2005.494.3 LACMA #: EX.8499.68			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.21	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Eighteen Songs from a Nomad Flute, Ming dynasty, ca. 1534–1542 Handscroll; ink and color on silk Overall: 12 × 550 in. Lender #: NA LACMA #: EX.8499.63			Lender	
13.22	Painting	Wang Zhenpeng Mahaprajapati Nursing the Infant Buddha, Yuan dynasty, 14th century Handscroll; ink and color on silk 12 9/16 x 36 15/16 in. Lender #: 12.902 LACMA #: EX.8499.42			Lender	
13.23	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Harp Player in a Pavilion (Playing the Konghou), Ming dynasty, ca. 1525–1533 Hanging scroll; ink and color on silk 35 13/16 x 11 7/8 in. Lender #: 12.887 LACMA #: EX.8499.43			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.24	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Landscape with a Lady Overlooking a Lake, Ming dynasty, ca. 1545–1552 Hanging scroll; ink and light color on paper 34 7/16 x 14 5/8 in. Lender #: 14.73 LACMA #: EX.8499.44			Lender	
13.25	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Conversations in a Bamboo Grove, Ming dynasty, ca. 1545–1552 Hanging scroll; ink and color on silk 29 3/16 x 12 1/2 in. Lender #: 14.75 LACMA #: EX.8499.45			Lender	
13.26	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Tartar Leading a Horse, Ming dynasty, ca. 1545–1552 Hanging scroll; ink and light color on paper 41 3/4 x 13 7/16 in. Lender #: 14.74 LACMA #: EX.8499.46			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.27	Painting	after Zhou Fang, 730-800 AD Palace Ladies Tuning the Lute, Song dynasty, 12th century Handscroll; ink and color on silk 11 × 29 5/8 in. Lender #: 32-159/1 LACMA #: EX.8499.53 (updated 10/17/19 per LACMA)			Lender	
13.28	Painting	Zhou Chen, Chinese, 1472 - 1535 The North Sea, Ming dynasty, early 16th century Handscroll; ink and light color on silk 11 1/8 x 53 1/2 in. Lender #: 58-55 LACMA #: EX.8499.54			Lender	
13.29	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Saying Farewell at Xunyang, Ming dynasty, ca. 1504–1515 Handscroll; ink and color on paper 13 1/4 × 157 3/8 in. Lender #: 46-50 LACMA #: EX.8499.55			Lender	
13.30	Painting	Qiu Ying 仇英 Chinese, 1495 - 1552 Fisherman's Flute Heard over a Lake, Ming dynasty, ca. 1545–1552 Handscroll; ink on paper 62 7/8 x 33 1/8 in. Lender #: F82-34 LACMA #: EX.8499.56			Lender	

Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.31	Painting	Gu Jianlong, born 1606 Tree Studies with Pagoda [after Qiu Ying], from the album, Sketches after the Old Masters, Qing dynasty, 17th century Album leaf, color and ink on paper 14 1/2 × 11 1/2 in. Lender #: 59-24/21 LACMA #: EX.8499.91a			Lender	
13.32	Painting	Gu Jianlong, born 1606 Trees Rocks and Bridge, from the album, Sketches after the Old Masters, Qing dynasty, 17th century Album leaf, ink on paper 14 1/2 × 11 1/2 in. Lender #: 59-24/22 LACMA #: EX.8499.91b			Lender	
13.33	Painting	Qiu Zhu, Active early 16th century Playing the Harp, after Qiu Ying, Ming dynasty, mid-16th century Hanging scroll; ink and color on silk 31 5/16 × 11 1/4 in. Lender #: 35.38 LACMA #: EX.8499.50			Lender	
13.34	Painting	Anonymous artist Spring Morning in the Gardens of the Han Palace, Ming dynasty, late 16th century Handscroll; ink, color and gold on silk 12 1/4 × 186 9/16 in. Lender #: 35.48 LACMA #: EX.8499.51			Lender	

**Museum Associates - Qiu Ying APPROVED
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
			TOTAL APPROVED INDEMNITY FOR QUESTION 13			\$137,350,000
	updated 2-4-20		TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13			\$232,268,000

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Where the Truth Lies: The Art of Qiu Ying
F-1427-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Museum Associates and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$236,768,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: January 13, 2020 to June 5, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$200,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$200,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name

Date

Tony Chauveaux
Deputy Chairman for Programs and Partnerships
for
Mary Anne Carter
Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Attachment: List of Indemnified Objects

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.1	Print	Edgar Degas, French, 1834 - 1917 Ludovic Halévy Meeting Madame Cardinal Backstage, c. 1880 monotype (black ink) on paper overall: 16 × 21.3 cm (6 5/16 × 8 3/8 in.) framed: 35 × 43 × 5 cm (13 3/4 × 16 15/16 × 1 15/16 in.) no. 415			Lender's value		P;W
12.2	Print	Edgar Degas, French, 1834 - 1917 Seated Man and Dancer, c. 1880 Monotype (black ink) on paper overall: 21.9 × 18.9 cm (8 5/8 × 7 7/16 in.) framed: 46 × 38 × 3 cm (18 1/8 × 14 15/16 × 1 3/16 in.) no. 414			Lender's value		P;W
12.3	Print	Edgar Degas, French, 1834 - 1917 The Green Room, c. 1880 Monotype (black ink) on paper overall: 16.2 × 11.9 cm (6 3/8 × 4 11/16 in.) framed: 29 × 23.5 × 3 cm (11 7/16 × 9 1/4 × 1 3/16 in.) no. 413			Lender's value		P;W
12.4	Drawing	Edgar Degas, French, 1834 - 1917 Ballet, c. 1880 gouache on silk (fan) overall: 19 × 60 cm (7 1/2 × 23 5/8 in.) RF 42671- recto			Lender's value		P;W
12.5	Painting	Edgar Degas, French, 1834 - 1917 Dancer Climbing a Staircase, between 1886 and 1890 oil on canvas overall: 39 × 90 cm (15 3/8 × 35 7/16 in.) RF 1979			Lender's value		P;W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.6	Painting	Edgar Degas, French, 1834 - 1917 Dancers in Blue, c. 1890 oil on canvas overall: 85.3 × 75.3 cm (33 9/16 × 29 5/8 in.) RF 1951 10			Lender's value		P;W
12.7	Painting	Edgar Degas, French, 1834 - 1917 Lorenzo Pagans and Auguste de Gas, c. 1869 oil on canvas overall: 54.5 × 40 cm (21 7/16 × 15 3/4 in.) RF 3736			Lender's value		P;W
12.8	Painting	Edgar Degas, French, 1834 - 1917 Rehearsal Hall at the Opera, rue Le Peletier, 1872 oil on canvas overall: 32.7 × 46.3 cm (12 7/8 × 18 1/4 in.) RF 1977			Lender's value		P;W
12.9	Painting	Edgar Degas, French, 1834 - 1917 The Ballet Class, 1873 oil on canvas overall: 85.5 × 75 cm (33 11/16 × 29 1/2 in.) RF 1976			Lender's value		P;W
12.10	Painting	Edgar Degas, French, 1834 - 1917 The Ballet Rehearsal, 1874 oil on canvas overall: 65 × 81.5 cm (25 9/16 × 32 1/16 in.) RF 1978			Lender's value		P;W
12.11	Painting	Edgar Degas, French, 1834 - 1917 The Cellist Louis-Marie Pilet, c. 1868 - 1869 oil on canvas overall: 50.5 × 61 cm (19 7/8 × 24 in.) RF 2582			Lender's value		P;W
12.12	Painting	Edgar Degas, French, 1834 - 1917 The Orchestra of the Opera, c. 1870 oil on canvas overall: 56.6 × 46 cm (22 5/16 × 18 1/8 in.) RF 2417			Lender's value		P;W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.13	Drawing	Edgar Degas, French, 1834 - 1917 Study of a Dancer for the The Dance Rehearsal on Stage (recto-verso), 1874 pencil on pale blue paper overall: 33 × 20.5 cm (13 × 8 1/16 in.)			Lender's value		P;W
12.14	Painting	Edgar Degas, French, 1834 - 1917 Three Dancers in the Wings, c. 1880-1885 oil on canvas overall: 54.6 × 64.8 cm (21 1/2 × 25 1/2 in.) P.2016-0001			Lender's value		P;W
12.15	Drawing	Edgar Degas, French, 1834 - 1917 La Farandole, c. 1879 gouache on silk heightened with silver and pencil-laid down on board overall: 30.7 × 61 cm (12 1/16 × 24 in.) framed: 43 × 72 cm (16 15/16 × 28 3/8 in.)			Lender's value		P;W
12.16	Drawing	Edgar Degas, French, 1834 - 1917 Eugénie Fiocre, 3 August 1867 pencil on paper 46 × 32.5 cm (18 1/8 × 12 13/16 in.) framed: 55 × 41.5 cm (21 5/8 × 16 5/16 in.)			Lender's value		P;W
12.17	Drawing	Edgar Degas, French, 1834 - 1917 Deux danseuses, c. 1880 watercolor heightened with silver and gold paint on cream silk laid on card (fan) overall: 28 × 58 cm (11 × 22 13/16 in.) framed: 51 × 80 × 5 cm (20 1/16 × 31 1/2 × 1 15/16 in.)			Lender's value		P;W
12.18	Painting	Edgar Degas, French, 1834 - 1917 Young Spartans Exercising, c. 1860 oil on canvas overall: 109.5 × 155 cm (43 1/8 × 61 in.) framed: 132.8 × 179 × 10.1 cm (52 5/16 × 70 1/2 × 4 in.) NG3860			Lender's value		P;W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.19	Drawing	Edgar Degas, French, 1834 - 1917 Studies of nuns for the oil painting The Ballet Scene from Meyerbeer's 'Robert le Diable' [Robert the Devil], 1876 brush and sepia on paper, overall: 36.6 × 28.1 cm (14 7/16 × 11 1/16 in.) framed: 78.7 × 58.1 × 30 cm (31 × 22 7/8 × 11 13/16 in.) E.3685-1919			Lender's value		P;W
12.20	Drawing	Edgar Degas, French, 1834 - 1917 Studies of nuns for the oil painting The Ballet Scene from Meyerbeer's 'Robert le Diable' [Robert the Devil], 1876 brush and sepia on paper overall: 28 × 45 cm (11 × 17 11/16 in.) framed: 58.1 × 78.7 × 30 cm (22 7/8 × 31 × 11 13/16 in.) E.3687-1919			Lender's value		P;W
12.21	Drawing	Edgar Degas, French, 1834 - 1917 Studies of nuns for the oil painting The Ballet Scene from Meyerbeer's 'Robert le Diable' [Robert the Devil], 1876 brush and sepia on paper overall: 28 × 45 cm (11 × 17 11/16 in.) framed: 58.1 × 78.7 × 30 cm (22 7/8 × 31 × 11 13/16 in.) E.3688-191			Lender's value		P;W
12.22	Painting	Edgar Degas, French, 1834 - 1917 A Group of Dancers, c. 1898 oil on paper laid on canvas overall: 46 × 61.2 cm (18 1/8 × 24 1/8 in.) framed: 74 × 89.3 × 13.5 cm (29 1/8 × 35 3/16 × 5 5/16 in.) NG 2225			Lender's value		P;W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.23	Painting	Edgar Degas, French, 1834 - 1917 The Rehearsal, 1874 oil on canvas overall: 58.4 × 83.8 cm (23 × 33 in.) framed: 82.8 × 107.7 × 13.1 cm (32 5/8 × 42 3/8 × 5 3/16 in.) unframed: 58.4 × 83.8 cm (23 × 33 in.) inv. 35.246			Lender's value		W
TOTAL APPROVED INDEMNITY FOR QUESTION 12						\$276,093,000	
13.1	Portfolio	Edgar Degas, French, 1834 - 1917 An Album of Pencil Sketches, 1877 pencil on heavy wove paper page size: 24.8 × 33 cm (9 3/4 × 13 in.) open: 49.6 × 66 cm (19 1/2 × 26 in.) 95.GD.35			Lender's value		P;W
13.2	Painting	Edgar Degas, French, 1834 - 1917 Musicians in the Orchestra (Portrait of Desire Dihau), c. 1870 oil on canvas overall: 48.9 × 59.7 cm (19 1/4 × 23 1/2 in.) 1952.69			Lender's value		P;W
13.3	Painting	Edgar Degas, French, 1834 - 1917 The Song Rehearsal oil on canvas overall: 80.96 × 64.93 cm (31 7/8 × 25 9/16 in.) framed: 100.33 × 85.09 × 8.89 cm (39 1/2 × 33 1/2 × 3 1/2 in.) HC.P.1918.02.[OI]			Lender's value		P;W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
13.4	Painting	Edgar Degas, French, 1834 - 1917 Before the Ballet, 1890/1892 oil on canvas overall: 40 x 88.9 cm (15 3/4 x 35 in.) framed: 59.7 x 109.8 x 8.2 cm (23 1/2 x 43 1/4 x 3 1/4 in.) 1942.9.19			Lender's value		P;W
13.5	Painting	Edgar Degas, French, 1834 - 1917 Dancers Backstage, 1876/1883 oil on canvas overall: 24.2 x 18.8 cm (9 1/2 x 7 3/8 in.) framed: 43.8 x 38.1 x 6.3 cm (17 1/4 x 15 x 2 1/2 in.) 1970.17.25			Lender's value		P;W
13.6	Print	Edgar Degas, French, 1834 - 1917 Dancers in the Wings, 1879/1880 etching, aquatint, and drypoint on wove paper plate: 13.9 x 10.3 cm (5 1/2 x 4 1/16 in.) sheet: 30.5 x 21.8 cm (12 x 8 9/16 in.) 1943.3.3365			Lender's value		P;W
13.7	Print	Edgar Degas, French, 1834 - 1917 On Stage I, 1876 soft-ground etching and drypoint on wove paper sheet: 16 x 24.5 cm (6 5/16 x 9 5/8 in.) plate: 12 x 16.2 cm (4 3/4 x 6 3/8 in.) 1943.3.3364			Lender's value		P;W
13.8	Drawing	Edgar Degas, French, 1834 - 1917 Spanish Dancers and Musicians, 1868/1869 watercolor and pen and black ink on wove paper overall (arched): 51.4 x 26 cm (20 1/4 x 10 1/4 in.) 2000.25.3			Lender's value		P;W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
13.9	Painting	Edgar Degas, French, 1834 - 1917 The Dance Class, c. 1873 oil on canvas overall: 47.63 × 62.23 cm (18 3/4 × 24 1/2 in.) framed: 72.39 × 87.63 × 9.53 cm (28 1/2 × 34 1/2 × 3 3/4 in.) 2014.79.710			Lender's value		P;W
13.10	Painting	Edgar Degas, French, 1834 - 1917 The Dance Lesson, c. 1879 oil on canvas overall: 38 x 88 cm (14 15/16 x 34 5/8 in.) framed: 59.7 x 108.3 x 5.1 cm (23 1/2 x 42 5/8 x 2 in.) 1995.47.6			Lender's value		P;W
13.11	Print	Edgar Degas, French, 1834 - 1917 The Green Room (Le foyer de l'opera), c. 1880 monotype (black ink) on paper plate: 16 x 11.8 cm (6 5/16 x 4 5/8 in.) sheet: 17.8 x 13.3 cm (7 x 5 1/4 in.) 1948.11.58			Lender's value		P;W
13.12	Painting	Edgar Degas, French, 1834 - 1917 La répétition au foyer de la danse, c. 1870-1872 oil on canvas overall: 40.64 × 54.61 cm (16 × 21 1/2 in.)			Lender's value		P;W
13.13	Painting	Edgar Degas, French, 1834 - 1917 Yellow Dancers (In the Wings), 1874/1876 oil on canvas overall: 73.5 × 59.5 cm (28 15/16 × 23 7/16 in.) 1963.923			Lender's value		P;W
13.14	Painting	Edgar Degas, French, 1834 - 1917 Dancer Readjusting her Strap, c. 1889 oil on canvas overall: 78.7 × 50.8 cm (31 × 20 in.) 23.9.1989			Lender's value		W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
13.15	Print	Edgar Degas, French, 1834 - 1917 Pauline and Virginie Conversing with Admirers, c. 1880-1883 monotype on paper plate: 21.5 × 16.1 cm (8 7/16 × 6 5/16 in.) sheet: 28.7 × 19.1 cm (11 5/16 × 7 1/2 in.) M14295			Lender's value		W
13.16	Painting	Edgar Degas, French, 1834 - 1917 The Rehearsal, c. 1873-1878 oil on canvas overall: 47.2 × 61.5 cm (18 9/16 × 24 3/16 in.) framed: 71.9 × 87.2 × 11.2 cm (28 5/16 × 34 5/16 × 4 7/16 in.) 1951.47			Lender's value		W
13.17	Painting	Edgar Degas, French, 1834 - 1917 Dancers in the Classroom, c. 1880 oil on canvas overall: 39.4 × 88.4 cm (15 1/2 × 34 13/16 in.) framed: 60 × 109.2 × 6 cm (23 5/8 × 43 × 2 3/8 in.) 1955.562			Lender's value		P;W
13.18	Drawing	Edgar Degas, French, 1834 - 1917 Dancers, c. 1879 gouache powdered silver, and powdered composite metallic particles on cotton overall: 27.9 × 56.4 cm (11 × 22 3/16 in.) framed: 49.5 × 76.8 × 3.8 cm (19 1/2 × 30 1/4 × 1 1/2 in.) 1963.9			Lender's value		P;W
13.19	Painting	Edgar Degas, French, 1834 - 1917 Dancers in the Green Room, c. 1879 oil on canvas overall: 40.6 × 87.6 cm (16 × 34 1/2 in.) 21.5			Lender's value		W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
13.20	Painting	Edgar Degas, French, 1834 - 1917 Mlle Fiocre a propos of the Ballet "La Source", c. 1867-1868 oil on canvas overall: 130 × 144 cm (51 3/16 × 56 11/16 in.) framed: 160 × 175.3 × 15.9 cm (63 × 69 × 6 1/4 in.) 21.111			Lender's value		;W
13.21	Painting	Edgar Degas, French, 1834 - 1917 Portrait of Rose Caron, c. 1892 oil on canvas overall: 76.2 × 82.55 cm (30 × 32 1/2 in.) 1943:1			Lender's value		W
13.22	Painting	Edgar Degas, French, 1834 - 1917 Dancers in the Rehearsal Room with a Double Bass, c. 1882 - 1885 oil on canvas overall: 39.1 × 85.5 cm (15 3/8 × 33 11/16 in.) framed: 148.34 × 277.37 × 25.91 cm (58 3/8 × 109 3/16 × 10 3/16 in.) 29.100.127			Lender's value		;W
13.23	Painting	Edgar Degas, French, 1834 - 1917 The Ballet from "Robert le Diable", 1871 oil on canvas overall: 66 × 54.3 cm (26 × 21 3/8 in.) framed: 87 × 77.2 × 8.9 cm (34 1/4 × 30 3/8 × 3 1/2 in.) 29.100.552			Lender's value		;W
13.24	Drawing	Edgar Degas, French, 1834 - 1917 Two Studies of a Ballet Dancer, c. 1870 -1872 brush and brown ink, heightened with white, on pink paper (altered color); ruled line in black chalk at left partially erased by white chalk overall: 40.8 × 28.1 cm (16 1/16 × 11 1/16 in.) framed: 63.5 × 47.6 × 4.1 cm (25 × 18 3/4 × 1 5/8 in.)			Lender's value		W

NGA - Degas APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
13.25	Drawing	Edgar Degas, French, 1834 - 1917 Ballet Scene, c. 1880 oil on paper laid down on canvas overall: 50 × 56 cm (19 11/16 × 22 1/16 in.) framed: 67.2 × 74 × 8.9 cm (26 7/16 × 29 1/8 × 3 1/2 in.) unframed: 48.9 × 53.3 cm (19 1/4 × 21 in.) 1991.3			Lender's value		P;W
13.26	Painting	Edgar Degas, French, 1834 - 1917 Dancer with Bouquets, 1895-1900 oil on canvas overall: 180.3 × 152.4 cm (71 × 60 in.) framed: 177.2 × 207.3 × 14 cm (69 3/4 × 81 5/8 × 5 1/2 in.) 71.507			Lender's value		P;W
			TOTAL APPROVED INDEMNITY FOR QUESTION 13			\$427,675,000	
	Updated 12-18-19		TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13			\$703,768,000	

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Degas at the Opera
F-1430-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the National Gallery of Art and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$704,768,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: January 18, 2020 to July 31, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.1	Painting	Nara Yoshitomo, Japanese, born 1959 Untitled (after overpainting), Shōwa - Heisei periods, 1987 - 1997 acrylic on paper and wood overall: 89 × 63 × 8.5 cm (35 1/16 × 24 13/16 × 3 3/8 in.)			Lender value		580	W
12.2	Painting	Nara Yoshitomo, Japanese, born 1959 Make the Road, Follow the Road, Heisei period, 1990 acrylic on canvas overall: 100 × 100 cm (39 3/8 × 39 3/8 in.)			Lender value		479	W
12.3	Painting	Itō Jakuchū, Japanese, 1716 - 1800 Pair of Cranes and Morning Sun, Edo period, c. 1755-1756 hanging scroll; ink and color on silk image: 121.3 × 40.4 cm (47 3/4 × 15 7/8 in.) mount: 208 × 55 cm (81 7/8 × 21 5/8 in.) width (including roller ends): 60.2 cm (23 11/16 in.)			Lender value		518	W
12.4	Painting	Okamoto Shūki, Japanese, 1807 - 1862 Peacock and Hibiscus, Edo period, 19th century hanging scroll; ink and color on silk overall: 126 × 42.5 cm (49 5/8 × 16 3/4 in.) mount: 205 × 58.8 cm (80 11/16 × 23 1/8 in.) width (including roller ends): 65.5 cm (25 13/16 in.)			Lender value		340	W
12.5	Sculpture	Unknown Artist Seated Uga Benzaiten, Kamakura - Nanboku-chō periods, 14th century wood with pigments overall: 33 × 33 × 23 cm (13 × 13 × 9 1/16 in.) height (statue): 29.3 cm (11 9/16 in.)			Lender value		235	W
12.6	Sculpture	Unknown Artist Deer Bearing Symbols of the Kasuga Deities, Nanboku-chō period, 14th century bronze height: 108 cm (42 1/2 in.), width: 58 cm, depth: 35 cm Important Cultural Property			Lender value		239	W
12.7	Sculpture	Munekazu, Japanese Snake, Edo - Meiji periods, mid-to-late 19th century iron length: 179 cm (70 1/2 in.), height: 3 cm			Lender value		98	W;L
12.8	Painting	Maruyama Ōkyo, Japanese, 1733 - 1795 One Hundred Rabbits, Edo period, 1784 hanging scroll; ink and color on silk overall: 86 × 55 cm (33 7/8 × 21 5/8 in.)			Lender value		226	W;L

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.9	Volume	Kawanabe Kyōsai, Japanese, 1831 - 1889 Seisei Kyōsai Picture Album (vol. 3), Edo - Meiji periods, before 1870 album; ink and color on paper (20 leaves, each with one painted image) overall (each): 12.8 × 17.6 cm (5 1/16 × 6 15/16 in.) (will display two openings, first <u>Cat</u> and then <u>Shark</u> after six weeks)			Lender value		286	W
12.10	Painting	Nagasawa Rosetsu, Japanese, 1754 - 1799 Mother Monkey on top of a Cliff, Edo period, c.1794-1799 framed painting; ink, colors and gold leaf on paper overall: 116.9 × 196.2 cm (46 × 77 1/4 in.)			Lender value		229	W
12.11	Painting	Sesson Shūkei, Japanese, 1504 - 1589 Monkeys and Crab, Muromachi period, 16th century hanging scroll; ink on paper overall: 120.7 × 47.2 cm (47 1/2 × 18 9/16 in.)			Lender value		348	W
12.12	Painting	Mochizuki Gyokkei, Japanese, 1874 - 1939 One Hundred Insects and One Hundred Flowers, Shōwa period, 1930 hanging scroll; ink and color on silk overall: 256 × 108.3 cm (100 13/16 × 42 5/8 in.) image: 164 × 86.8 cm (64 9/16 × 34 3/16 in.)			Lender value		303	W;L
12.13	Painting	Kawabata Ryūshi, Japanese, 1885 - 1966 Swallows Flying South, Shōwa period, 1935 hanging scroll; ink and color on silk overall: 247.2 × 87.8 cm (97 5/16 × 34 9/16 in.) image: 145 × 70 cm (57 1/16 × 27 9/16 in.)			Lender value		304	W;L
12.14	Painting	Shibata Zeshin, Japanese, 1807-1891 Carp Ascending Waterfall, Edo - Meiji periods, 19th century hanging scroll; ink and color on silk overall: 172 × 37.3 cm (67 11/16 × 14 11/16 in.)			Lender value		315	W;L
12.15	Painting	Itō Jakuchū, Japanese, 1716 - 1800 Rat's Wedding, Edo period, 1794 hanging scroll; ink on paper overall: 36 × 60.7 cm (14 3/16 × 23 7/8 in.)			Lender value		271	W
12.16	Sculpture	Unknown Artist Phoenix, Muromachi period, 14th century bronze height: 103.5 cm (40 3/4 in.) width: 83.5 cm (32 7/8 in.)			Lender value		262	W

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.17	Painting	Nagasawa Rosetsu, Japanese, 1754 - 1799 Cat amid Spring Flowers, Edo period, 1795 hanging scroll; ink and color on silk image: 99.4 × 37.5 cm (39 1/8 × 14 3/4 in.) mount: 192.4 × 54.3 cm (75 3/4 × 21 3/8 in.)			Lender value		331	W
12.18	Painting	Kaihō Yūken, Japanese, active c. 1710 The Passing of Shaka, Edo period, 1713 hanging scroll; ink and color on paper overall: 312.5 × 277.5 cm (123 × 109 1/4 in.)			Lender value		238	W
12.19	Sculpture	Unknown Artist Bishamonten, Heian period wood figure and base: 259.1 × 113 × 99.1 cm (102 × 44 1/2 × 39 in.) figure: 222.3 × 101.6 × 76.2 cm (87 1/2 × 40 × 30 in.)			Lender value		252	W;L
12.20	Sculpture	Unknown Artist Fugen's Elephant, Kamakura period, 13th century wood with pigments overall (elephant): 60 × 40 × 110 cm (23 5/8 × 15 3/4 × 43 5/16 in.) overall (base): 7 × 50 × 95 cm (2 3/4 × 19 11/16 × 37 3/8 in.) Important Cultural Property			Lender value		101	W
12.21	Painting	Nagasawa Rosetsu, Japanese, 1754 - 1799 Ox, Edo period, 18th century hanging scroll; ink and color on paper painted mount overall: 132 × 57.7 cm (51 15/16 × 22 11/16 in.) mount: 132 × 73.8 cm (51 15/16 × 29 1/16 in.) width (including roller ends): 80.5 cm (31 11/16 in.)			Lender value		266	W;L
12.22	Painting	Hayashi Jikkō, Japanese, 1777 - 1813 Dragonfly, Edo period, early 19th century hanging scroll; ink on paper image: 79 × 56.2 cm (31 1/8 × 22 1/8 in.) mount: 193 × 72.8 cm (76 × 28 11/16 in.)			Lender value		223	W
12.23	Painting	Hayashi Jikkō, Japanese, 1777 - 1813 Konoha Tengu, Edo period, 19th century hanging scroll; ink on paper overall: 117 × 51.6 cm (46 1/16 × 20 5/16 in.) mount: 190 × 66.7 cm (74 13/16 × 26 1/4 in.)			Lender value		118	W
12.24	Painting	Tawaraya Sōtatsu, Japanese, died c. 1640 Puppy, Momoyama- Edo Period, early 17th century hanging scroll; ink on paper overall: 98.8 × 43.6 cm (38 7/8 × 17 3/16 in.)			Lender value		217	W

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.25	Sculpture	Unknown Artist Seated Horse-headed Kannon, Heian period, 11th century wood height: 103.2 cm (40 5/8 in.) overall: 103.2 × 93 × 56 cm (40 15/16 × 36 5/8 × 22 1/16 in.)			Lender value		219	W
12.26	Painting	Unknown Artist Shaka Passing into Nirvana, Edo period, 1727 hanging scroll; colors on silk image: 187.6 × 276.3 cm (73 7/8 × 108 3/4 in.) mount: 276.6 × 308.3 cm (108 7/8 × 121 3/8 in.)			Lender value		115	W;L
12.27	Painting	Unknown Artist Fugen Enmei, Kamakura period, 13th century hanging scroll; ink and color on silk overall: 91.3 × 41.9 cm (35 15/16 × 16 1/2 in.) Important Cultural Property			Lender value		117	W
12.28	Painting	Unknown Artist Rope-robed Monju, Nanbokuchō period, 14th century hanging scroll; ink and light color on silk overall (mount): 89.2 × 38.9 cm (35 1/8 × 15 5/16 in.)			Lender value		102	W
12.29	Painting	Unknown Artist Sword with Kurikara Dragon and Two Child Acolytes, Kamakura period, 13th century hanging scroll; ink and color on silk overall: 137.4 × 68.3 cm (54 1/8 × 26 7/8 in.) Important Cultural Property			Lender value		263	W

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.30	Sculpture	Unknown Artist Twelve Guardian Deities, Kamakura period, 13th century Boar, Edo period, 17th - 18th century 12 sculptures; cypress (hinoki) wood, trace of pigments, crystal eyes overall (Rat): 52 × 26 × 21 cm (20 1/2 × 10 1/4 × 8 1/4 in.) overall (Ox): 53 × 29 × 22 cm (20 7/8 × 11 7/16 × 8 11/16 in.) overall (Tiger): 46 × 23.9 × 25 cm (18 1/8 × 9 7/16 × 9 13/16 in.) overall (Pole for Tiger): 56 × 4 × 2 cm (22 1/16 × 1 9/16 × 13/16 in.) overall (Rabbit): 54 × 28 × 21 cm (21 1/4 × 11 × 8 1/4 in.) overall (A thing Rabbit holds): 15 × 5 × 2 cm (5 7/8 × 1 15/16 × 13/16 in.) overall (Dragon): 51 × 28 × 19 cm (20 1/16 × 11 × 7 1/2 in.) overall (Snake): 52 × 26 × 19 cm (20 1/2 × 10 1/4 × 7 1/2 in.) overall (Horse): 53 × 29 × 22 cm (20 7/8 × 11 7/16 × 8 11/16 in.) overall (Goat): 51 × 26 × 20 cm (20 1/16 × 10 1/4 × 7 7/8 in.) overall (Monkey): 54 × 26 × 19 cm (21 1/4 × 10 1/4 × 7 1/2 in.) overall (Pole for Monkey): 58 × 2 × 2 cm (22 13/16 × 13/16 × 13/16 in.) overall (Rooster): 53 × 28 × 20.5 cm (20 7/8 × 11 × 8 1/16 in.) overall (Sword for Rooster): 20.5 × 2.5 × 2 cm (8 1/16 × 1 × 13/16 in.) overall (Dog): 51 × 26 × 19 cm (20 1/16 × 10 1/4 × 7 1/2 in.) overall (Pole for Dog): 48 × 4 × 2 cm (18 7/8 × 1 9/16 × 13/16 in.) overall (Boar): 51 × 27 × 20 cm (20 1/16 × 10 5/8 × 7 7/8 in.)			Lender value		100	W
12.31	Painting	Utagawa Toyokuni, Japanese, 1769 - 1825 Female Attendant Holding Cat, Edo period, late 18th - early 19th century hanging scroll; ink and color on paper overall: 122.9 × 55.4 cm (48 3/8 × 21 13/16 in.)			Lender value		143	W
12.32	Sculpture	Unknown Artist Sacred Foxes, Kamakura - Nanbokuchō periods, 14th century wood with pigments overall (right statue): 53 × 40 × 22 cm (20 7/8 × 15 3/4 × 8 11/16 in.) overall (right base): 15 × 42.1 × 23.5 cm (5 7/8 × 16 9/16 × 9 1/4 in.) overall (left statue): 52 × 39.5 × 21 cm (20 1/2 × 15 9/16 × 8 1/4 in.)			Lender value		257	W;L
12.33	Sculpture	Unknown Artist Kurikara Dragon, Kamakura period, 12th - 13th century wood, bronze, and crystal overall: 90 × 16 × 11 cm (35 7/16 × 6 5/16 × 4 5/16 in.) base: 23.2 × 17.8 × 22.4 cm (9 1/8 × 7 × 8 13/16 in.)			Lender value		302	W;L
12.34	Textile	Unknown Artist Furisode with Design of Chinese Lion Fans, Edo period, 19th century white silk satin damask (rinzu) with shibori dyeing and embroidery overall: 166.5 × 124 cm (65 9/16 × 48 13/16 in.)			Lender value		417	W

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.35	Textile	Unknown Artist Furisode with Design of Cranes and Tortoises, Edo period, 19th century red silk satin damask (rinzu) with embroidery overall: 164 × 122 cm (64 9/16 × 48 1/16 in.)			Lender value		399	W
12.36	Textile	Unknown Artist Furisode with Design of Fireflies and Irises, Edo period, 18th century dark green silk crepe (chirimen) with embroidery overall: 149 × 126 cm (58 11/16 × 49 5/8 in.)			Lender value		407	W
12.37	Textile	Unknown Artist Furisode with Design of Shells and Seaweeds, Edo period, 19th century silk with yūzen dyeing overall: 162 × 120 cm (63 3/4 × 47 1/4 in.)			Lender value		415	W
12.38	Textile	Unknown Artist Furisode with Design of Wrens in Snow, Meiji period, late 19th - early 20th century silk with yūzen dyeing overall: 153 × 128 cm (60 1/4 × 50 3/8 in.)			Lender value		411	W
12.39	Textile	Unknown Artist Kosode with Design of Bats, Edo - Meiji periods, 19th century silk with yūzen dyeing overall: 171 × 124 cm (67 5/16 × 48 13/16 in.)			Lender value		400	W
12.40	Textile	Unknown Artist Kosode with Design of Chinese Lions and Pine Tree with Ivy, Edo period, 19th century silk overall: 169 × 128 cm (66 9/16 × 50 3/8 in.)			Lender value		379	W
12.41	Textile	Unknown Artist Kosode with Design of Rooster and Hen, Edo period, 19th century silk with embroidery overall: 175 × 122 cm (68 7/8 × 48 1/16 in.)			Lender value		416	W
12.42	Textile	Unknown Artist Kosode with Design of Twelve Zodiac Animals, Edo period, 19th century silk, embroidery overall: 153 × 124 cm (60 1/4 × 48 13/16 in.)			Lender value		403	W

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.43	Painting	Maruyama Ōkyo, Japanese, 1733 - 1795 Rabbits and Horsetail, Edo period, 1786 hanging scroll; ink and color on silk image: 104.5 × 41.9 cm (41 1/8 × 16 1/2 in.) width (roller): 58.7 cm (23 1/8 in.) height (mount): 189.8 cm (74 3/4 in.)			Lender value		347	W
12.44	Painting	Kanō Naganobu, Japanese, 1775 - 1828 One Hundred Monkeys, Edo period, 1802-1816 hanging scroll; ink and color on silk image: 124.2 × 54 cm (48 7/8 × 21 1/4 in.) width (roller): 73 cm (28 3/4 in.) height (mount): 217 cm (85 7/16 in.)			Lender value		346	W
12.45	Painting	Kano Kazunobu, Japanese, 1815 - 1863 The Six Realms: Animal, from the series The Five Hundred Arhats, Edo period, 1853-1863 hanging scroll; ink and color on silk image: 172.3 × 85.3 cm (67 13/16 × 33 9/16 in.) mount: 305 × 117 cm (120 1/16 × 46 1/16 in.)			Lender value		576	W
12.46	Textile	Unknown Artist Kabuki Costume with Design of Carp Swimming Up a Waterfall, Taishō - Shōwa periods, first half of 20th century silk overall: 156.5 × 137.5 cm (61 5/8 × 54 1/8 in.)			Lender value		414	W
12.47	Textile	Unknown Artist Kabuki Costume with Design of Dragons and Waves, 20th century cotton overall: 165.5 × 135 cm (65 3/16 × 53 1/8 in.)			Lender value		422	W
12.48	Textile	Unknown Artist Kabuki Costume with Design of Snow-covered Bamboo, Nandina, and Sparrows, Meiji - Taishō periods, early 20th century black figured silk satin (rinzu) with embroidery overall: 193 × 150 cm (76 × 59 1/16 in.)			Lender value		413	W
12.49	Decorative Art	Unknown Artist Charger with Design of Phoenix, Edo period, 17th century porcelain with overglaze enamels diameter: 43.5 cm (17 1/8 in.) height: 9.1 cm (3 9/16 in.) diameter (bottom): 23.2 cm (9 1/8 in.)			Lender value		326	W
12.50	Painting	Okamoto Tarō, Japanese, 1911 - 1996 Dawn, Shōwa period, 1948 oil on canvas 181.7 × 256.5 cm (71 9/16 × 101 in.)			Lender value		481	W;L

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.51	Painting	Nara Yoshitomo, Japanese, born 1959 Harmless Kitty, Heisei period, 1994 acrylic on canvas overall: 150 × 140 cm (59 1/16 × 55 1/8 in.)			Lender value		478	W
12.52	Sculpture	Kusama Yayoi, Japanese, born 1929 Sho-chan, Heisei period, 2013 fiberglass reinforced plastic; paint overall: 68 × 28 × 88 cm (26 3/4 × 11 × 34 5/8 in.)			Lender value		476	W;L
12.53	Sculpture	Kusama Yayoi, Japanese, born 1929 Toko-chan, Heisei period, 2013 fiberglass reinforced plastic; paint overall: 80 × 48 × 101 cm (31 1/2 × 18 7/8 × 39 3/4 in.)			Lender value		475	W;L
12.54	Painting	Kanda Sōtei Yoshinobu, Japanese, 1656 - 1728 Inari Daimyōjin, Edo period, 1698 hanging scroll; ink and color on silk image: 77 × 35.8 cm (30 5/16 × 14 1/8 in.)			Lender value		134	W
12.55	Sculpture	Mokujiki Byakudō, Japanese, 1755 - 1825 Ugajin Sculpture with Snake, Edo period, 18th-19th century wood height: 41 cm (16 1/8 in.) overall: 41 × 14 × 15.5 cm (16 1/8 × 5 1/2 × 6 1/8 in.)			Lender value		228	W
12.56	Decorative Art	Unknown Artist Large Dish with Phoenix Design, Edo period, 17th century Arita ware, porcelain with overglaze enamels height: 8.8 cm (3 7/16 in.) diameter: 42.7 cm (16 13/16 in.)			Lender value		293	W
12.57	Painting	Unknown Artist The Mouse Story, Momoyama period, 16th - 17th century volume three from a set of five handscrolls ink and color on paper overall (vol. 3): 33.8 × 563.3 cm (13 5/16 × 221 3/4 in.) diameter (when rolled): 6.3 cm (2 1/2 in.) height (mount): 42 cm (16 9/16 in.)			Lender value		330	W

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.58	Sculpture	Kōen, Japanese, born 1207 Monju Bosatsu Seated on a Lion, with Standing Attendants, Kamakura period, 1273 set of five statues; wood with pigments, kirikane, and beaded eyes Important Cultural Property height (total Monju): 193.7 cm (76 1/4 in.); height (statue of Monju): 46.1 cm (18 1/8 in.) height (Uten-o): 69.5 cm (27 3/8 in.); height (Zenzai Doji): 46.2 cm (18 3/16 in.) height (Taishō Rōjin): 70 cm (27 9/16 in.) height (Buddabari): 66.6 cm (26 1/4 in.) overall (lion): 105 × 125 × 60 cm (41 5/16 × 49 3/16 × 23 5/8 in.) overall (Monju): 50 × 35.5 × 31 cm (19 11/16 × 14 × 12 3/16 in.) overall (halo): 78.5 × 65 cm (30 7/8 × 25 9/16 in.) overall (Zenzai Doji): 46.5 × 17.5 × 19 cm (18 5/16 × 6 7/8 × 7 1/2 in.); overall (Base for Zenzai Doji): 8 × 18.5 × 25 cm (3 1/8 × 7 5/16 × 9 13/16 in.) overall (Uten-o): 70 × 30 × 45 cm (27 9/16 × 11 13/16 × 17 11/16 in.); overall (Base for Uten-o): 9 × 29.5 × 34 cm (3 9/16 × 11 5/8 × 13 3/8 in.) overall (Buddabari): 66.5 × 21 × 27 cm (26 3/16 × 8 1/4 × 10 5/8 in.); overall (Base for Buddabari): 9 × 21.5 × 27 cm (3 9/16 × 8 7/16 × 10 5/8 in.) overall (Daishō Rōjin): 71 × 23 × 25 cm (27 15/16 × 9 1/16 × 9 13/16 in.); overall (Base for Daishō Rōjin): 9 × 21.5 × 27 cm (3 9/16 × 8 7/16 × 10 5/8 in.)			Lender value		90	W
12.59	Decorative Art	Ishikawa Kōmei, Japanese, 1852 - 1913 Wild Boar, Taishō period, 1912 wood overall: 23.7 × 21.2 × 39.8 cm (9 5/16 × 8 3/8 × 15 11/16 in.)			Lender value		324	W;L
12.60	Sculpture	Takamura Kōun, Japanese, 1852 - 1934 Aged Monkey, Meiji period, 1893 wood overall: 108.5 × 97 × 82 cm (42 11/16 × 38 3/16 × 32 5/16 in.) Important Cultural Property			Lender value		88	W
12.61	Decorative Art	Miyagawa Kōzan I, Japanese, 1842 - 1916 Footed Bowl with Applied Crabs, Meiji period, 19th century stoneware height: 37 cm (14 9/16 in.) diameter (mouth): 39.7 cm (15 5/8 in.) diameter (foot): 17.1 cm (6 3/4 in.)			Lender value		124	W
12.62	Decorative Art	Myōchin Muneaki, Japanese Articulated Dragon, Edo period, 1713 iron length: 136.5 cm (53 3/4 in.), height: 21 cm, width: 29 cm			Lender value		325	W

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
12.63	Decorative Art	Nin'ami Dōhachi, Japanese, 1783 - 1855 Hearth-cover in the Shape of a Tanuki (badger), Edo period, 19th century ceramic height: 36.8 cm (14 1/2 in.), width: 34 cm, depth: 34 cm	[REDACTED]	[REDACTED]	Lender value	[REDACTED]	187	W;L
12.64	Decorative Art	Nin'ami Dōhachi, Japanese, 1783 - 1855 Okimono in the form of a Tanuki (badger), Edo period, 19th century ceramic; sansai (3-color glaze) height: 23.6 cm (9 5/16 in.), width: 30 cm, depth: 27 cm			Lender value		186	W;L
12.65	Painting	Studio of Kanō Seisen'in, Japanese Twelve Zodiac Animals at War, Edo period, c. 1850 two hand scrolls; ink and color on paper overall (vol.1): 39.1 × 881.8 cm (15 3/8 × 347 3/16 in.) overall (vol.2): 39.1 × 1457.5 cm (15 3/8 × 573 13/16 in.) one handscroll shown in each rotation			Lender value		97	W
				Total Approved Indemnity for Question 12		\$39,889,000		
Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	Venues	DEX No.
13.1	Sculpture	Kusama Yayoi, Japanese, born 1929 Megu-chan, Heisei period, 2014 fiberglass reinforced plastic; paint overall: 80 × 48 × 101 cm (31 1/2 × 18 7/8 × 39 3/4 in.)	[REDACTED]	[REDACTED]	Lender value	[REDACTED]	W;L	477
13.2	Sculpture	Unknown Artist Pair of Guardian Lions, Nara period, 8th century wood 1) [Lion w/ open mouth] 27 1/4 × 22 1/2 × 12 1/4 in. (69.22 × 57.15 × 31.12 cm) 2) [Lion w/ closed mouth] 30 1/8 × 22 1/2 × 12 1/2 in. (76.52 × 57.15 × 31.75 cm)			Lender value		W;L	288

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
13.3	Decorative Art	Seiyōdō Gansui, Japanese, 1809 - 1848 Rat on Boar Tusk, Edo period, 1830 boar tusk with sumi and inlays overall: 11.3 x 4 x 1.8 cm (4 7/16 x 1 9/16 x 11/16 in.), M.91.250.33			Lender value		W;L	438
13.4	Painting	Yamaato Kakurei, Japanese, 1790 - 1820 Rocks and Crashing Waves, Edo period, c. 1810 pair of eight-panel screens; gold leaf, mineral pigments (including malachite and azurite), and ink on paper; lacquered-wood frame image (each): 164.6 x 485.6 cm (64 13/16 x 191 3/16 in.) mount (each): 168.6 x 489.6 x 1.8 cm (66 3/8 x 192 3/4 x 11/16 in.),			Lender value		W;L	254
13.5	Painting	Maruyama Ōkyo, Japanese, 1733 - 1795 Cranes, Edo period, 1772 pair of six-panel screens; ink, color, and gold leaf on paper; lacquered wood frame mount (each): 170.8 x 349.9 x 1.9 cm (67 1/4 x 137 3/4 x 3/4 in.), M.2011.106.1-2			Lender value		W;L	5
13.6	Painting	Maruyama Ōkyo, Japanese, 1733 - 1795 Puppies among Bamboo in the Snow, Edo period, 1784 six-panel screen; ink and light color on paper; (possibly) wooden frame overall: 162.6 x 355.6 cm (64 x 140 in.), M.58.9.2 LEFT screen only to be borrowed and displayed			Lender value		W;L	273
13.7	Decorative Art	Kaigyokusai Masatsugu, Japanese, 1813 - 1892 The Twelve Zodiac Animals, Edo - Meiji periods, mid-late 19th century ivory with staining, sumi, inlays overall: 4.1 x 4.1 x 2.2 cm (1 5/8 x 1 5/8 x 7/8 in.), M.87.263.41			Lender value		W;L	472
13.8	Decorative Art	Kaigyokusai Masatsugu, Japanese, 1813 - 1892 Wild Boar, Edo period - Meiji periods, mid- to late 19th century ivory with sumi, inlays overall: 3.4 x 3.1 x 3 cm (1 5/16 x 1 1/4 x 1 3/16 in.), AC1998.249.172			Lender value		W;L	449
13.9	Painting	Mori Sosen, Japanese, 1747 - 1821 Six Animals, Edo period, late 18th - early 19th century hanging scroll; ink and color on silk image: 94.6 x 34.3 cm (37 1/4 x 13 1/2 in.) mount: 172.1 x 46.4 cm (67 3/4 x 18 1/4 in.), M.2011.8			Lender value		W;L	275
13.10	Painting	Konoshima Ōkoku, Japanese, 1877 - 1938 Wild Boar in Snow, 20th century hanging scroll; ink and color on silk image: 123 x 41 cm (48 7/16 x 16 1/8 in.) mount: 206 x 54.3 cm (81 1/8 x 21 3/8 in.), M.2016.157			Lender value		W;L	10

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
13.11	Decorative Art	Matsushita Otomitsu (or Otoman), Japanese Tiger, Edo period, early to mid-19th century ivory with staining, sumi, red pigment, double inlays overall: 4.5 × 4.3 × 4 cm (1 3/4 × 1 11/16 × 1 9/16 in.), M.90.186.19	[REDACTED]	[REDACTED]	Lender value	[REDACTED]	W;L	440
13.12	Decorative Art	Kawade Shibatarō, Japanese, 1856 - 1921 Dish in the Form of a Lotus Leaf, Meiji period, c.1900 cloisonné enamel overall: 5.1 × 18.1 × 18.1 cm (2 × 7 1/8 × 7 1/8 in.), M.2013.227.3			Lender value		W;L	455
13.13	Painting	Soga Shōhaku, Japanese, 1730 - 1781 Oxen and Herdboys, Edo period, 1760s pair of six-panel screens; ink on paper; lacquered-wood frame image: 166.7 × 374.7 cm (65 5/8 × 147 1/2 in.), M.2016.220a-b			Lender value		W;L	284
13.14	Decorative Art	Kanō Tomokazu, Japanese Monkey with Young and Loquat, Edo period, early 19th century wood with inlays overall: 3.4 × 3.5 × 3.2 cm (1 5/16 × 1 3/8 × 1 1/4 in.), M.91.250.252			Lender value		W;L	446
13.15	Painting	Tosa School, 15th - 19th century Quail amid Autumn Grasses and Flowers, Momoyama period, c. 1590-1600 six-panel screen; ink, color, and gold leaf on paper overall: 174.6 × 358.1 cm (68 3/4 × 141 in.), AC1999.223.1			Lender value		W;L	99
13.16	Decorative Art	Unknown Artist Dancing Fox, Edo period, 18th century ivory with staining overall: 7.1 × 4.6 × 2.5 cm (2 13/16 × 1 13/16 × 1 in.), AC1998.249.69			Lender value		W;L	363
13.17	Sculpture	Unknown Artist Pair of Sacred Monkeys, late Heian period, 12th century wood with traces of pigment a: 41.9 × 22.9 × 24.1 cm (16 1/2 × 9 × 9 1/2 in.)□ b: 41.9 × 22.9 × 27.9 cm (16 1/2 × 9 × 11 in.), M.2012.76a-b			Lender value		W;L	6
13.18	Sculpture	Unknown Artist Seated Dog, late 17th century Kakiemon ware; porcelain with overglaze enamels 24.1 × 22.9 × 12.7 cm (9 1/2 × 9 × 5 in.), M.2013.196			Lender value		W;L	8

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
13.19	Decorative Art	Namikawa Yasuyuki, Japanese, 1845 - 1927 Vase with Design of Butterflies and Chrysanthemums, Meiji period, c.1900-1910 cloisonné enamel with silver mounts and wires overall: 12.7 × 15.2 × 15.2 cm (5 × 6 × 6 in.), M.2016.250.4			Lender value		W;L	466
13.20	Painting	Yōgetsu, Japanese, act. c.1480 - 1520 Gibbon Reaching for the Reflection of the Moon, Muromachi period, early 16th century hanging scroll; ink on paper overall: 152 × 50.8 cm (59 13/16 × 20 in.), M.83.36			Lender value		W;L	294
13.21	Painting	Murakami Takashi, Japanese, born 1962 In the Land of the Dead, Stepping on the Tail of a Rainbow, Heisei period, 2014 acrylic on canvas (25 panels) overall: 300 × 2500 × 7.3 cm (118 1/8 × 984 1/4 × 2 7/8 in.) each panel: 300 × 100 × 7.3 cm (118 1/8 × 39 3/8 × 2 7/8 in.), F-MURA-2015.005a-y			Lender value		W	509
13.22	Decorative Art	Kawade Shibatarō, Japanese, 1856 - 1921 Jar with Design of Peacock Feathers, Meiji period, c. 1905 cloisonné enamel overall: 22.9 × 14.6 × 14.6 cm (9 × 5 3/4 × 5 3/4 in.)			Lender value		W;L	461
13.23	Decorative Art	Gotō School, Japanese Tray with Design of Pair of Phoenixes, Meiji period, c. 1910 cloisonné enamel with brass mounts overall: 1.9 × 28.3 × 28.3 cm (3/4 × 11 1/8 × 11 1/8 in.)			Lender value		W;L	450
13.24	Decorative Art	Attributed to Namikawa Sōsuke, Japanese, 1847 - 1910 Plaque with Design of Bats, Meiji period, late 19th - early 20th century cloisonné enamel framed: 48.6 × 38.2 × 3.5 cm (19 1/8 × 15 1/16 × 1 3/8 in.)			Lender value		W;L	464
13.25	Painting	Morita Shiryū, Japanese, 1912 - 1998 Dragon (Ryu), Showa period, 1965 four-panel screen; aluminum flake pigment in polyvinyl acetate medium; yellow alkyd varnish on paper medium overall: 161.6 × 312.4 × 2.2 cm (63 5/8 × 123 × 7/8 in.)			Lender value		W;L	520

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
13.26	Painting	Unknown Artist Monkeys, from the handscroll Frolicking Animals, Heian period, 12th century fragment of a handscroll mounted as a hanging scroll; ink on paper image: 29.2 × 54 cm (11 1/2 × 21 1/4 in.) overall: 106.7 × 61 cm (42 × 24 in.)			Lender value		W	86
13.27	Painting	Unknown Artist Kasuga Deer Mandala, Muromachi period, 15th century hanging scroll; ink, colors, and gold on silk overall: 125.6 × 51.1 cm (49 1/2 × 20 1/8 in.), 1960.314			Lender value		W;L	57
13.28	Decorative Art	Unknown Artist Uchikake with Design of Shell-matching Game, Edo period, mid-19th century silk satin embroidered with silk and gold-metallic thread overall: 185.1 × 124.1 cm (72 7/8 × 48 7/8 in.), 21.1141			Lender value		W	547
13.29	Painting	Sesson Shūkei, Japanese, 1504 - 1589 Egrets in Plum and Willow, second half 16th century pair of six-panel folding screens; ink on paper; lacquered-wood frame overall (each fold): 175.9 × 61 cm (69 1/4 × 24 in.), 65.7.1			Lender value		W	572
13.30	Painting	attributed to Kanō Naizen, Japanese, 1570 - 1616 Southern Barbarians Come to Trade, Momoyama period, c. 1600 pair of six-panel screens; wooden lattice covered with paper, gold leaf, polychrome tempera painting, silk, lacquer, copper gilt overall: 175.9 × 377.8 × 1.6 cm (69 1/4 × 148 3/4 × 5/8 in.), 20110323.2-.3			Lender value		W	548
13.31	Painting	Ukita Ikkei, Japanese, 1795 - 1859 Tale of a Strange Marriage, Edo period, c. 1858 handscroll; ink and color on paper overall: 29.9 × 777.2 cm (11 3/4 × 306 in.), 57.156.7			Lender value		W	63
13.32	Painting	Unknown Artist Horses and Grooms in the Stable, Muromachi period, early 1500s pair of six-fold screens; ink, color, and gold on paper; lacquered-wood frame image: 145.9 × 349.6 cm (57 7/16 × 137 5/8 in.), 1934.373			Lender value		W	70
13.33	Photograph	Fukase Masahisa, Japanese, 1934 - 2012 Untitled, from the series Ravens, 1976 gelatin silver print on paper image: 30.3 × 44.1 cm (11 15/16 × 17 3/8 in.) sheet: 36.4 × 50 cm (14 5/16 × 19 11/16 in.), 1990-51-2			Lender value		W;L	78

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues
13.34	Photograph	Fukase Masahisa, Japanese, 1934 - 2012 Untitled, from the series Ravens, 1976 gelatin silver print on paper image: 29.7 × 44.1 cm (11 11/16 × 17 3/8 in.) sheet: 36.5 × 49.7 cm (14 3/8 × 19 9/16 in.), 1990-51-6			Lender value		W;L	79
13.35	Photograph	Fukase Masahisa, Japanese, 1934 - 2012 Untitled, from the series Ravens, 1976 gelatin silver print on paper image: 29.7 × 43.7 cm (11 11/16 × 17 3/16 in.) sheet: 36 × 49.7 cm (14 3/16 × 19 9/16 in.), 1990-51-11			Lender value		W;L	80
13.36	Painting	attributed to Kano Motonobu, Japanese, 1476 - 1559 Dragon, Muromachi period, late 15th - early 16th century ink and color on paper; mounted as a hanging scroll image: 84.5 × 43.8 cm (33 1/4 × 17 1/4 in.) mount: 172.7 × 55.2 cm (68 × 21 3/4 in.), 2000-114-1			Lender value		W	430
13.37	Painting	attributed to Kano Motonobu, Japanese, 1476 - 1559 Tiger, Muromachi period, late 15th - early 16th century ink and color on paper; mounted as a hanging scroll image: 84.5 × 43.8 cm (33 1/4 × 17 1/4 in.) mount: 172.7 × 55.2 cm (68 × 21 3/4 in.), 2000-114-2			Lender value		W	431
13.38	Painting	Kano School Goshawk Mews, Edo period, c.1675 ink and color on paper; mounted as a six-fold screen overall: 169.2 × 365.8 cm (66 5/8 × 144 in.), 1978-122-1			Lender value		W	390
13.39	Painting	Suzuki Kiitsu, Japanese, 1796 - 1858 One Hundred Animals, Edo period, 1843 hanging scroll; ink, color, and gold pigment on silk image: 138.1 × 70.8 cm (54 3/8 × 27 7/8 in.) overall (roller to roller): 240.4 × 94.3 cm (94 5/8 × 37 1/8 in.)			Lender value (\$ for pair)		W	82
13.40	Painting	Suzuki Kiitsu, Japanese, 1796 - 1858 One Hundred Birds, Edo period, 1843 hanging scroll; ink, color, and gold pigment on silk image: 138.1 × 70.8 cm (54 3/8 × 27 7/8 in.) overall (roller to roller): 241.9 × 94.3 cm (95 1/4 × 37 1/8 in.)			Lender value (\$ for pair)		W	81
					Total Approved Indemnity for Question 13		\$16,685,000	

Question No.	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venu es
				TOTAL APPROVED INDEMNITY FOR QUESTIONS 12 AND 13		\$56,574,000		
				updated 4/8/19				

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
The Life of Animals in Japanese Art
F-1406-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the National Gallery of Art and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$57,574,000 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: March 18, 2019 to August 28, 2019, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$50,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$50,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Tony Chauveaux
Deputy Director for Programs and Partnerships
for
Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

NGA - Superb Baroque APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.1	Painting	Giacomo Legi, Flemish, 1605 - 1640/1645 <i>The Larder</i> , 1630/1640 oil on canvas overall: 149 × 188 cm (58 11/16 × 74 in.) framed: 176 × 219 × 10 cm (69 5/16 × 86 1/4 × 3 15/16 in.)			Lender value		W;R
12.2	Painting	Antonio Travi, Italian, 1608 - 1665 <i>Shore with Fishermen and Ruined Tower</i> , 1650/1655 oil on canvas overall: 125 × 177 cm (49 3/16 × 69 11/16 in.) framed: 151 × 203 × 9 cm (59 7/16 × 79 15/16 × 3 9/16 in.)			Lender value		W;R
12.3	Drawing	Giovanni Andrea de Ferrari, Italian, 1598 - 1669 <i>The Death of Mелеager</i>, 1645/1650 black and red chalks sheet: 19.4 × 26.4 cm (7 5/8 × 10 3/8 in.) inv. 21664			Curator value - Jonathan Bober, Andrew W. Mellon Senior Curator of Prints and Drawings, National Gallery of Art		W;R
12.4	Sculpture	Pierre Puget, French, 1620 - 1694 <i>Saint Sebastien</i> , c. 1664 terracotta overall: 93 × 40 × 35 cm (36 5/8 × 15 3/4 × 13 3/4 in.) SDUT 1520			Lender value		W;R
12.5	Painting	Bartolomeo Biscaino, Genoese, 1629 - 1657 <i>The Adoration of the Magi</i> , 1650/1655 oil on canvas overall: 124 × 173 cm (48 13/16 × 68 1/8 in.) inv. 1			Lender value		W;R
12.6	Painting	Gioacchino Assereto, Genoese, 1600 - 1649 <i>Alexander and Diogenes</i> , c. 1626/1628 oil on canvas overall: 180 × 148 cm (70 7/8 × 58 1/4 in.) 84.2			Lender value		W;R

NGA - Superb Baroque APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.7	Painting	Carlo Antonio Tavella, Genoese, 1668 - 1738 <i>Landscape with the Flight into Egypt</i> , c. 1735 oil on canvas overall: 148 × 197 cm (58 1/4 × 77 9/16 in.) framed: 152 × 201 × 3 cm (59 13/16 × 79 1/8 × 1 3/16 in.)			Lender value		W;R
12.8	Painting	Domenico Piola and Stefano Camogli, Italian, Genoese, 1627 - 1703 <i>Putto with a Vase of Flowers (Allegory of Spring and Summer)</i> , 1675/1680 oil on canvas overall: 132 × 93 cm (51 15/16 × 36 5/8 in.)			Lender value		W;R
12.9	Drawing	Domenico Fiasella, Italian, 1589 - 1669 <i>Study of a Pierced Hand</i> , c. 1610-1620 black and red chalks on blue paper sheet: 14.4 × 20.3 cm (5 11/16 × 8 in.) GDSU, 95285			Lender value		W
12.10	Painting	Gregorio De Ferrari, Genoese, 1647 - 1726 <i>The Infant Moses with Pharaoh's Crown</i> , 1675/1680 oil on canvas overall: 150 × 200 cm (59 1/16 × 78 3/4 in.) framed: 157 × 207 × 7 cm (61 13/16 × 81 1/2 × 2 3/4 in.)			Lender value		W;R
12.11	Painting	Domenico Piola, Italian, Genoese, 1627 - 1703 <i>The Annunciation</i> , 1679 oil on canvas overall: 345 × 200 cm (135 13/16 × 78 3/4 in.)			Lender value		W;R

NGA - Superb Baroque APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.12	Sculpture	Giacomo Antonio Ponsonelli, Italian, 1654 - 1735 <i>Stefano Durazzo</i> , 1677 marble overall: 99 × 83 cm (39 × 32 11/16 in.)			Lender per NGA 1-14-20		W;R
12.13	Painting	Giovanni Benedetto Castiglione, Italian, 1609 - 1664 <i>The Adoration of the Shepherds</i> , 1645 oil on canvas overall: 398 × 218 cm (156 11/16 × 85 13/16 in.)			Lender value		W;R
12.14	Painting	Paolo Gerolamo Piola, Italian, 1666 - 1724 <i>Apollo and Daphne</i> , c. 1695 oil on canvas overall: 54 × 78 cm (21 1/4 × 30 11/16 in.) framed: 73.5 × 102 × 6 cm (28 15/16 × 40 3/16 × 2 3/8 in.)			Lender value		W;R
12.15	Painting	Giovanni Battista Carlone, Italian, 1603 - 1684 <i>The Calling of Saint Peter</i> , c. 1658 oil on canvas overall: 140 × 127 cm (55 1/8 × 50 in.) framed: 154 × 132 × 5 cm (60 5/8 × 51 15/16 × 1 15/16 in.) GNL 80			Lender value		W;R
12.16	Painting	Giovanni Battista Carlone, Italian, 1603 - 1684 <i>The Crucifixion of Saint Peter</i> , c. 1658 oil on canvas overall: 145 × 122 cm (57 1/16 × 48 1/16 in.) framed: 154 × 130 × 5 cm (60 5/8 × 51 3/16 × 1 15/16 in.) GNL 88			Lender value		W;R

NGA - Superb Baroque APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.17	Painting	Giovanni Battista Carlone, Italian, 1603 - 1684 <i>The Fall of Simon Magus</i> , c. 1658 oil on canvas overall: 148 × 126 cm (58 1/4 × 49 5/8 in.) framed: 154 × 132 × 5 cm (60 5/8 × 51 15/16 × 1 15/16 in.) GNL 90			Lender value		W;R
12.18	Painting	Valerio Castello, Italian, 1624 - 1659 <i>Marriage of the Virgin</i> , 1645/1650 oil on canvas overall: 95.5 × 122.5 cm (37 5/8 × 48 1/4 in.) framed: 119 × 146.5 cm (46 7/8 × 57 11/16 in.) GHPS 27			Lender value		W;R
12.19	Decorative Art	Matthias Melin, Flemish, 1589 - 1653 <i>Basin with the Departure of Christopher Columbus</i> , 1630, silver diameter: 56.5 cm (22 1/4 in.) GMPS 1253			Lender value		W;R
12.20	Painting	Sir Peter Paul Rubens, Flemish, 1577 - 1640 <i>Gian Carlo Doria</i> , 1606 oil on canvas overall: 265 × 188 cm (104 5/16 × 74 in.) framed: 293 × 208 × 14 cm (115 3/8 × 81 7/8 × 5 1/2 in.) GNL 42/1988			Lender value		W
12.21	Painting	Domenico Parodi, Italian, 1672 - 1742 <i>Portrait of a Lady with Servant</i> , c. 1715 oil on canvas overall: 136 × 130 cm (53 9/16 × 51 3/16 in.) framed: 146 × 140 cm (57 1/2 × 55 1/8 in.)			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.22	Painting	Gioacchino Assereto, Genoese, 1600 - 1649 <i>The Suicide of Cato</i> , c. 1640 oil on canvas overall: 203 × 253 cm (79 15/16 × 99 5/8 in.) framed: 223.3 × 274.5 × 7 cm (87 15/16 × 108 1/16 × 2 3/4 in.) PB 1909			Lender value		W;R
12.23	Sculpture	Francesco Biggi, after Domenico Parodi, Italian, 1676 - 1736 <i>The Wolf with Romulus and Remus</i> , 1707 marble overall: 136 × 93 × 48 cm (53 9/16 × 36 5/8 × 18 7/8 in.) base: 50 × 50 × 22 cm (19 11/16 × 19 11/16 × 8 11/16 in.) PR 317			Lender value		W;R
12.24	Drawing	Valerio Castello, Italian, 1624 - 1659 <i>The Appearance of the Column and Transport of the Ark of the Covenant</i> , 1645/1650 pen and brown ink with brown wash on paper sheet: 37.3 × 24.7 cm (14 11/16 × 9 3/4 in.) MSN, D 2015			Lender value		W;R
12.25	Drawing	Orazio De Ferrari, Italian, 1606 - 1657 <i>The Adoration of the Magi</i> , 1630/1640 pen and brown ink with brush and brown wash on paper sheet: 19.2 × 29.4 cm (7 9/16 × 11 9/16 in.) MSN, D 1358			Lender value		W
12.26	Drawing	Gregorio De Ferrari, Genoese, 1647 - 1726 <i>Liberation of Saint Peter</i> , 1680/1690 brush and brown wash over black chalk on paper sheet: 42.2 × 26.5 cm (16 5/8 × 10 7/16 in.) MSN, D 6472			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.27	Painting-	Lorenzo De Ferrari, Italian, 1680 - 1744 <i>Alexander and the Gordian Knot</i> , 1740 oil on canvas overall: 143 × 117 cm (56 5/16 × 46 1/16 in.) framed: 154.2 × 133.8 × 8.5 cm (60 11/16 × 52 11/16 × 3 3/8 in.)			Lender value		W;R
12.28	Painting	Domenico Fiasella, Italian, 1589 - 1669 <i>The Impeturbability of Anassarco</i> , 1630/1635 oil on canvas overall: 153 × 189 cm (60 1/4 × 74 7/16 in.) framed: 155.5 × 191.5 × 4 cm (61 1/4 × 75 3/8 × 1 9/16 in.) PB 1385			Lender value		W;R
12.29	Painting	Bartolomeo Guidobono, Genoese, 1654 - 1709 <i>Lot and His Daughters</i> , 1689 oil on canvas overall: 225 × 164 cm (88 9/16 × 64 9/16 in.) framed: 255 × 190 × 10 cm (100 3/8 × 74 13/16 × 3 15/16 in.) PR 25			Lender value		W;R
12.30	Painting	Alessandro Magnasco, Italian, 1667 - 1749 <i>Garden Party in Albaro</i> , 1745/1749 oil on canvas overall: 86.3 × 198 cm (34 × 77 15/16 in.) framed: 97.2 × 209.8 × 6 cm (38 1/4 × 82 5/8 × 2 3/8 in.), PB 81			Lender value		W;R
12.31	Painting	Alessandro Magnasco, Italian, 1667 - 1749 <i>Saint Augustine and the Child</i> , c. 1740 oil on canvas overall: 118 × 92 cm (46 7/16 × 36 1/4 in.) framed: 146.5 × 120.5 × 5.5 cm (57 11/16 × 47 7/16 × 2 3/16 in.) Inv. PB 2746			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.32	Drawing	Giovanni Battista Merano, Italian, 1632 - 1698 <i>The Massacre of the Innocents</i> , 1659-1660 black chalk with brown wash on paper sheet: 39 × 44.8 cm (15 3/8 × 17 5/8 in.) MSN, D 6060			Lender value		W
12.33	Drawing	Giovanni Battista Paggi, Italian, 1554 - 1627 <i>The Stoning of Saint Stephen</i> , 1604 pen and brown ink with brush and brown wash over black chalk, squared in black chalk, on paper sheet: 41.1 × 27.7 cm (16 3/16 × 10 7/8 in.) MSN, D 2528			Lender value		W;R
12.34	Drawing	Domenico Parodi, Italian, 1672 - 1742 <i>Design for a Nymphaeum</i> pen and brown ink with brush and gray wash over traces of black chalk on paper sheet: 33.6 × 22.7 cm (13 1/4 × 8 15/16 in.) MSN, D 4667			Lender value		W;R
12.35	Drawing	Domenico Piola, Italian, Genoese, 1627 - 1703 <i>Design for a Fan with Apollo and Daphne</i> , 1680/1685 pen and brown ink with brush and brown wash over traces of black and red chalks on paper sheet: 24.8 × 48.5 cm (9 3/4 × 19 1/8 in.) MSN, D 4490			Lender value		W;R
12.36	Painting	Domenico Piola, Italian, Genoese, 1627 - 1703 <i>The Coronation of the Virgin</i> , c. 1695 oil on canvas overall: 61.5 × 146 cm (24 3/16 × 57 1/2 in.) framed: 81 × 168 × 6.5 cm (31 7/8 × 66 1/8 × 2 9/16 in.) PB 2778			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.37	Drawing	Domenico Piola, Italian, Genoese, 1627 - 1703 <i>Vault with the Immaculate Conception</i> , 1684 pen and brown ink with brush and brown wash over traces of black chalk on paper sheet: 57.6 × 36.8 cm (22 11/16 × 14 1/2 in.) MSN, D 2131			Lender value		W;R
12.38	Drawing	Domenico Piola, Italian, Genoese, 1627 - 1703 <i>Virgin and Child with Caterina Fieschi and Angels</i> 1680/1685, pen and brown ink with brush and brown wash over traces of black chalk on paper sheet: 34.7 × 24.3 cm (13 11/16 × 9 9/16 in.) MSN, D 4396			Lender value		W;R
12.39	Sculpture	Bernardino Schiaffino, Italian, 1680 - 1725 <i>Jupiter as the Swan with Helen and Pollux</i> , 1707 marble overall: 146 × 99 × 60 cm (57 1/2 × 39 × 23 5/8 in.) base: 50 × 50 × 22 cm (19 11/16 × 19 11/16 × 8 11/16 in.) PR 316			Lender value		W;R
12.40	Drawing	Sinibaldo Scorza, Italian, 1589 - 1631 <i>A Dead Lapwing</i> brush and colored washes over traces of black chalk on paper sheet: 19.5 × 19.3 cm (7 11/16 × 7 5/8 in.) MSN, D 2873			Lender value		W
12.41	Painting	Bernardo Strozzi, Genoese-Venetian, 1581/1582 - 1644 <i>The Cook</i> , c. 1625 oil on canvas overall: 176 × 186 cm (69 5/16 × 73 1/4 in.) framed: 193.5 × 211.5 × 8.5 cm (76 3/16 × 83 1/4 × 3 3/8 in.) PR 20			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.42	Painting	Simon Vouet, French, 1590 - 1649 <i>David with the Head of Goliath</i> , 1621 oil on canvas overall: 123 × 94 cm (48 7/16 × 37 in.) framed: 146 × 113.2 × 7 cm (57 1/2 × 44 9/16 × 2 3/4 in.) PB 2201			Lender value		W;R
12.43	Sculpture	Francesco Maria Schiaffino, Italian, 1688 - 1763 <i>Virgin of the Immaculate Conception</i> , 1747-1748 silver overall: 194 × 68 × 46 cm (76 3/8 × 26 3/4 × 18 1/8 in.)			Lender value		W;R
12.44	Painting	Giovanni Andrea de Ferrari, Italian, 1598 - 1669 <i>The Drunkenness of Noah</i> , 1630/1640 oil on canvas overall: 124 × 149 cm (48 13/16 × 58 11/16 in.)			Lender value (updated 10/15/19 per NGA)		W
12.45	Painting	Bernardo Strozzi, Genoese-Venetian, 1581/1582 - 1644 <i>The Vision of Saint Dominic (Il Paradiso)</i> , 1620-1621 oil on canvas overall: 177 × 107.5 cm (69 11/16 × 42 5/16 in.) 382			Lender value		W;R
12.46	Painting	Gregorio De Ferrari, Genoese, 1647 - 1726 <i>The Death of Saint Scholastica</i> , c. 1700 oil on canvas overall: 319 × 222 cm (125 9/16 × 87 3/8 in.)			Lender value		W;R
12.47	Sculpture	Pierre Puget, French, 1620 - 1694 <i>Virgin of the Immaculate Conception (The Lomellini Immacolata)</i> , 1669-1670 marble height: 200 cm (78 3/4 in.)			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.48	Painting	Cornelis de Wael, Flemish, 1592 - 1667 <i>The Departure of the Prodigal Son</i> , 1630/1635 oil on canvas overall: 57 × 86 cm (22 7/16 × 33 7/8 in.) framed: 70 × 100 cm (27 9/16 × 39 3/8 in.)			Lender value		W;R
12.49	Painting	Cornelis de Wael, Flemish, 1592 - 1667 <i>The Prodigal Son Amid the Swine</i> , 1630/1635 oil on canvas overall: 57 × 86 cm (22 7/16 × 33 7/8 in.) framed: 70 × 100 cm (27 9/16 × 39 3/8 in.)			Lender value		W;R
12.50	Painting	Cornelis de Wael, Flemish, 1592 - 1667 <i>The Prodigal Son Expelled from the Tavern</i> , 1630/1635 oil on canvas overall: 57 × 86 cm (22 7/16 × 33 7/8 in.) framed: 70 × 100 cm (27 9/16 × 39 3/8 in.)			Lender value		W;R
12.51	Painting	Cornelis de Wael, Flemish, 1592 - 1667 <i>The Prodigal Son Wasting His Substance</i> , 1630/1635 oil on canvas overall: 57 × 86 cm (22 7/16 × 33 7/8 in.) framed: 70 × 100 cm (27 9/16 × 39 3/8 in.)			Lender value		W;R
12.52	Painting	Sinibaldo Scorza, Italian, 1589 - 1631 <i>Dido and Aeneas</i> , 1625/1630 oil on canvas overall: 46 × 71 cm (18 1/8 × 27 15/16 in.) framed: 62 × 88 × 6.5 cm (24 7/16 × 34 5/8 × 2 9/16 in.)			Lender value		W;R
12.53	Painting	Valerio Castello, Italian, 1624 - 1659 <i>Saint Francesco Xavier Baptizing a Queen</i>, c. 1650 oil on canvas overall: 35 × 59 cm (13 3/4 × 23 1/4 in.)			Curator value - Jonathan Bober, Andrew W. Mellon Senior Curator of Prints and Drawings, National Gallery of Art		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.54	Painting	Luciano Borzone, Italian, 1590 - 1645 <i>Rosamund Refusing the Cup</i> , 1635/1640 oil on canvas overall: 160 × 190 cm (63 × 74 13/16 in.)			Lender value		W;R
12.55	Drawing	Aurelio Lomi, Italian, 1556 - 1623 <i>The Stoning of Saint Stephen</i> , c. 1602 pen and ink with oil over chalk on four sheets of paper sheet: 94.5 × 78 cm (37 3/16 × 30 11/16 in.) framed: 106.5 × 86.5 × 5.5 cm (41 15/16 × 34 1/16 × 2 3/16 in.)			Lender value		W;R
12.56	Painting	Giovanni Battista Paggi, Italian, 1554 - 1627 <i>Virgin and Child with the Young Saint John the Baptist</i> 1604 oil on canvas overall: 153 × 112 cm (60 1/4 × 44 1/8 in.) framed: 170 × 129 cm (66 15/16 × 50 13/16 in.)			Lender value		W;R
12.57	Painting	Orazio De Ferrari, Italian, 1606 - 1657 <i>Ecce Homo</i> , 1640/1645 oil on canvas overall: 95 × 118 cm (37 3/8 × 46 7/16 in.)			Lender value		W
12.58	Painting	Francesco Solimena, Italian, 1657 - 1747 <i>Massacre of the Giustiniani at Chios</i> , 1715-1717 oil on canvas overall: 277 × 164 cm (109 1/16 × 64 9/16 in.) (1930) 213			Lender value (updated 10/29/19 per NGA)		W;R
12.59	Painting	Andrea Ansaldo, Genoese, 1584 - 1638 <i>Esther before Ahasuerus</i> , c. 1635 oil on canvas overall: 130 × 120 cm (51 3/16 × 47 1/4 in.) framed: 160 × 150 × 10 cm (63 × 59 1/16 × 3 15/16 in.).			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.60	Drawing	Giovanni Benedetto Castiglione, Italian, 1609 - 1664 <i>Noah Leading the Animals into the Ark</i> , 1650/1655 brush with brown and red oil pigments on paper sheet: 24.5 × 39 cm (9 5/8 × 15 3/8 in.) RP-T-1981-63			Lender value		W;R
12.61	Drawing	Domenico Parodi, Italian, 1625 - 1713 <i>Design for a Clock Face</i> pen and brown ink with brush and gray wash on paper sheet: 33.8 × 28.8 cm (13 5/16 × 11 5/16 in.) RP-T-1902-A-4660			Lender value		W;R
12.62	Drawing	Sinibaldo Scorza, Italian, 1589 - 1631 <i>Orpheus Charming the Animals</i> , 1621 pen and brown ink on paper sheet: 40 × 57 cm (15 3/4 × 22 7/16 in.) RP-T-1965-336			Lender value		W;R
12.63	Painting	Domenico Piola, Italian, Genoese, 1627 - 1703 <i>Job and His Sons</i> , 1650 oil on canvas overall: 175.5 × 220 cm (69 1/8 × 86 5/8 in.) 69-196			Lender value		W;R
12.64	Painting	Gregorio De Ferrari, Genoese, 1647 - 1726 <i>The Education of a Young Woman (Allegory of the Arts)</i> , 1685/1690 oil on canvas overall: 170 × 224.5 cm (66 15/16 × 88 3/8 in.) 5579			Lender updated 11-5-19		W;R
12.65	Painting	Giovanni Benedetto Castiglione, Italian, 1609 - 1664 <i>Diogenes Searching for a Man</i> , 1635/1640 oil on canvas overall: 97 × 145 cm (38 3/16 × 57 1/16 in.) framed: 111.7 × 161 × 5.2 cm (44 × 63 3/8 × 2 1/16 in.), P-88			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.66	Painting	Alessandro Magnasco, Italian, 1667 - 1749 <i>Monks Warming Themselves at the Fire</i> , c. 1725-1730 oil on canvas overall: 76.5 x 54 cm (30 1/8 x 21 1/4 in.)			Lender value (updated per NGA 11/4/19)		W;R
12.67	Decorative Art	Giovanni Aelbosca Belga, Flemish, active Genoa 1617-1638 <i>Basin and Ewer with Scenes from the Life of Giovanni Grimaldi (The Lomellini Basin and Ewer) [Basin]</i> , 1621 silver diameter: 64 cm (25 3/16 in.) A-1974			Lender value		W;R
12.68	Decorative Art	Giovanni Aelbosca Belga, Flemish, active Genoa 1617-1638 <i>Basin and Ewer with Scenes from the Life of Giovanni Grimaldi (The Lomellini Basin and Ewer) [Ewer]</i> , 1622 silver height: 53.2 cm (20 15/16 in.) M.11			Lender value		W;R
12.69	Painting	Sir Anthony van Dyck, Flemish, 1599 - 1641 <i>The Stoning of Saint Stephen</i>, 1624/1625 oil on canvas overall: 178 x 150 cm (70 1/16 x 59 1/16 in.) NT 1298202			Lender value		W;R
12.70	Sculpture	Filippo Parodi, Italian, 1630 - 1702 <i>Bust of Lucretia</i> , 1685/1690 marble overall: 79.3 cm H x 44 cm W x 35 cm Depth; base 28.7 cm Diam. AA M.9-2006			Lender value		W;R

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value	Venues
12.71	Drawing	Bernardo Strozzi, Genoese-Venetian, 1581/1582 - 1644 <i>Figure Addressing a Seated Emperor</i> , c. 1610/1615 pen and brown ink on paper sheet: 14.5 × 20.9 cm (5 11/16 × 8 1/4 in.) 1859, 0316.1083			Lender value		W;R
12.72	Painting	Bernardo Strozzi, Genoese-Venetian, 1581/1582 - 1644 <i>Scenes from the Life of Cleopatra</i> , 1618/1620 oil on canvas overall: 57 × 74 cm (22 7/16 × 29 1/8 in.) framed: 96 × 96 × 9.1 cm (37 13/16 × 37 13/16 × 3 9/16 in.) WA1969.139			Lender value		W;R
			TOTAL APPROVED VALUE FOR QUESTION 12			\$58,464,000	
13.1	Painting	Sir Anthony van Dyck, Flemish, 1599 - 1641 <i>Agostino Pallavicini</i> , 1621/1623 oil on canvas overall: 216.2 × 141 cm (85 1/8 × 55 1/2 in.) framed: 265.4 × 185.4 × 11.4 cm (104 1/2 × 73 × 4 1/2 in.) 68.PA.2			Lender value		W;R
13.2	Decorative Art	Flemish Silversmith, after Bernardo Strozzi, Flemish, 1600 - 1699 <i>Basin with Scenes from the Life of Cleopatra</i> , 1618/1620 silver diameter: 75.6 cm (29 3/4 in.) 85.DG.81			Lender value		W

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13.3	Painting	Orazio Gentileschi, Florentine, 1563 - 1639 <i>Danaë and the Shower of Gold</i> , 1621/1623 oil on canvas, overall: 161.5 × 227.1 cm (63 9/16 × 89 7/16 in.) framed: 201.3 × 266.4 × 9.5 cm (79 1/4 × 104 7/8 × 3 3/4 in.) 2016.6			Lender value		W
13.4	Painting	Giovanni Benedetto Castiglione, Italian, 1609 - 1664 <i>Noah's Sacrifice after the Deluge</i> , 1645/1650 oil on canvas overall: 140.3 × 193.7 cm (55 1/4 × 76 1/4 in.) framed: 167.6 × 218.4 × 8.9 cm (66 × 86 × 3 1/2 in.) M.84.18			Lender value		W;R
13.5	Painting	Valerio Castello, Italian, 1624 - 1659 <i>Legend of Saint Genevieve of Brabant</i> , 1650/1655 oil on canvas overall: 166 × 257 cm (65 3/8 × 101 3/16 in.) 1999.12.1			Lender value		W
13.6	Painting	Bernardo Strozzi, Genoese-Venetian, 1581/1582 - 1644 <i>Saint Catherine of Alexandria</i> , 1610/1615 oil on canvas overall: 165 × 123 cm (64 15/16 × 48 7/16 in.) 1931.99			Lender value		W
13.7	Painting	Marcantonio Franceschini, Italian, 1648 - 1729 <i>Pastorale with a Shepherd Playing a Flute and Two Nymphs</i> , 1700 oil on canvas overall: 110 × 130 cm (43 5/16 × 51 3/16 in.)			Lender value		W

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13.8	Painting	Valerio Castello, Italian, 1624 - 1659 <i>Diana and Actaeon with Pan and Syrinx</i> , 1650/1655 oil on canvas overall: 165.1 × 251.5 cm (65 × 99 in.) 49.3			Lender value		W;R
13.9	Drawing	Giovanni Battista Gaulli, Italian, 1639 - 1709 <i>The Virtues Overcoming the Vices</i> , c. 1699 pen and brown ink with gray wash over black chalk on paper sheet: 11 × 16 cm (4 5/16 × 6 5/16 in.)			Lender value		W;R
13.10	Painting	Bernardo Strozzi, Genoese-Venetian, 1581/1582 - 1644 <i>Calling of Saint Matthew</i> , c. 1618/1620 oil on canvas overall: 139.1 × 187 cm (54 3/4 × 73 5/8 in.) framed (approximate): 167 × 216 cm (65 3/4 × 85 1/16 in.) 41.1			Lender value		W;R
13.11	Sculpture	Pierre Puget, French, 1620 - 1694 <i>The Abduction of Helen</i> , 1683-1686 bronze overall: 97.2 × 48.3 × 43 cm (38 1/4 × 19 × 16 15/16 in.) mount: 96.8 × 50.3 × 50.3 cm (38 1/8 × 19 13/16 × 19 13/16 in.) 79.21			Lender value		W
13.12	Painting	Giovanni Battista Gaulli, Italian, 1639 - 1709 <i>The Triumph of the Name of Jesus</i> , c. 1676 oil on paper, laid down on canvas overall: 163 × 111 cm (64 3/16 × 43 11/16 in.) 2005-34			Lender value		W

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13.13	Drawing	Giovanni Benedetto Castiglione, Italian, 1609 - 1664 <i>Scene from Apuleius' 'Golden Ass'</i> , 1630/1635 brush with brown wash, watercolors, and red and brown oil on paper sheet: 28.3 × 41.3 cm (11 1/8 × 16 1/4 in.) framed: 51 × 63.8 × 3.8 cm (20 1/16 × 25 1/8 × 1 1/2 in.) inv. IV, 193			Lender value		W;R
13.14	Sculpture	Alessandro Algardi, Bolognese Roman, 1598 - 1654 <i>Baptism of Christ</i>, 1645/1646 (cast c. 1650/1655) bronze overall: 62.5 × 46.8 × 33.4 cm (24 5/8 × 18 7/16 × 13 1/8 in.) 1965.474			Lender value		W;R
13.15	Drawing	Bernardo Strozzi, Genoese-Venetian, 1581/1582 - 1644 <i>Minerva</i> , c. 1636 black and red chalks on paper sheet: 37.3 × 26.2 cm (14 11/16 × 10 5/16 in.)			Lender value		W
13.16	Painting	Giovanni Battista Gaulli, called Baciccio, Italian, 1639 - 1709 <i>The Death of Adonis</i>, c. 1683/1685 oil on canvas overall: 153 × 122.5 cm (60 1/4 × 48 1/4 in.) framed: 185.4 × 156.2 × 8.9 cm (73 × 61 1/2 × 3 1/2 in.) 1966.2			Lender value		W
13.17	Drawing	Bartolomeo Biscaino, Genoese, 1629 - 1657 <i>The Holy Family</i> , c. 1655 brush and brown wash over red chalk on paper sheet: 25.5 × 18.3 cm (10 1/16 × 7 3/16 in.) 47.1999			Lender value		W;R

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13.18	Drawing	Giovanni Benedetto Castiglione, Italian, 1609 - 1664 <i>Virgin and Child in Glory with an Angel</i> , 1650/1655 oil on paper, laid down on canvas sheet: 53.5 × 39.2 cm (21 1/16 × 15 7/16 in.) 162.1999			Lender value		W;R
13.19	Drawing	Sebastiano Galeotti, Italian, c. 1676 - 1746 <i>Prophet Daniel</i> , c. 1730 pen and black ink with brush and gray wash on gray-green paper sheet: 32.1 × 24.5 cm (12 5/8 × 9 5/8 in.) 281.1999			Lender value		W;R
13.20	Drawing	Carlo Antonio Tavella, Genoese, 1668 - 1738 <i>Pastoral Landscape with Shepherd, Cow, and Flock of Sheep</i> , 1716 pen and brown ink over black chalk on paper sheet: 28.8 × 42.3 cm (11 5/16 × 16 5/8 in.) 539.1999			Lender value		W;R
13.21	Painting	Pietro Tempesta, Dutch, c. 1637-1704 <i>Landscape with the Journey of Rebekah</i>, c. 1687/1690 oil on canvas overall: 119.4 × 154.9 cm (47 × 61 in.) framed: 134.62 × 170.18 cm (53 × 67 in.) 71.539			Lender value		W
			TOTAL APPROVED INDEMNITY FOR QUESTION 13			\$87,580,000	
Updated 1-14-20			TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13			\$146,044,000	

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
A Superb Baroque: Art in Genoa, 1600-1750
F-1431-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the National Gallery of Art and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$146,044,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: March 16, 2020 to September 11, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$100,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$100,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$100,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$100,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$100,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$100,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Question	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues	Transit to NGA	On site	Return Transit
									Indemnity Requested for		
12.1	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Portrait of a Man with a White Beard, c. 1555, oil on canvas, overall: 127 × 99 cm (50 × 39 in.) □ framed: 108.5 × 80.3 × 7.5 cm (42 11/16 × 31 5/8 × 2 15/16 in.), inv. 25			Lender insurance value		126	N	✓	✓	✓
12.2	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Portrait of a Woman in Red, 1550s, oil on canvas, overall: 98 × 75 cm (38 5/8 × 29 3/4 in.) □ framed: 115.5 × 93 × 5.5 cm (45 1/2 × 36 5/8 × 2 3/16 in.), inv. GG 48			Lender insurance value		51	P;N		✓	✓
12.3	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Flagellation of Christ, late 1570s, oil on canvas, overall: 165 × 128.5 cm (64 15/16 × 50 9/16 in.) □ framed: 193.5 × 159 cm (76 3/16 × 62 5/8 in.), Inv. Nr. HS 52			Lender insurance value		34	P;N		✓	✓
12.4	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Self-Portrait, c. 1588, oil on canvas, overall: 63 × 52 cm (24 13/16 × 20 1/2 in.) □ framed: 85 × 94 × 6.5 cm (33 7/16 × 37 × 2 9/16 in.), 572			Lender insurance value		32	P;N		✓	✓
12.5	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Giovanni Mocenigo, late 1570s, oil on canvas, overall: 58 × 44 cm (22 13/16 × 17 5/16 in.) □ framed: 69.4 × 57.3 cm (27 5/16 × 22 9/16 in.), Kat. Nr. 298 B			Lender insurance value		5	P;N		✓	✓
12.6	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Portrait of a Widow, early 1550s, oil on canvas, overall: 104 × 87 cm (40 15/16 × 34 1/4 in.) □ framed: 120 × 106 × 6.5 cm (47 1/4 × 41 3/4 × 2 9/16 in.), gallery no. 265A			Lender insurance value		11	P;N		✓	✓

12.7	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Venus and Mars Surprised by Vulcan, c. 1545/1546, oil on canvas, overall: 135 x 198 cm (53 1/8 x 78 in.), inv. 9257		Lender insurance value	24	N	x	✓	✓
12.8	Drawing	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Archer, c. 1576, black chalk on blue paper, squared (recto), overall size: 28.7 x 22 cm (11 3/8 x 8 5/8 in.), Uffizi 13026F		Lender insurance value	104	N	✓	✓	✓
12.9	Drawing	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Man Running with His Arms Extended, 1578, black pencil on squared gray paper black chalk, sheet: 22.4 x 22.2 cm (8 13/16 x 8 3/4 in.) □ framed: 74.5 x 54.5 x 3 cm (29 5/16 x 21 7/16 x 1 3/16 in.), 12987F		Lender insurance value	109	N	✓	✓	✓
12.10	Drawing	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Standing Male Nude Leaning to the Right, c. 1580, black chalk on white paper, squared (recto), overall: 30.2 x 19.6 cm (11 7/8 x 7 3/4 in.), 12961F		Lender insurance value	57	N	✓	✓	✓
12.11	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Apparition of the Virgin to Saint Jerome, c. 1580, oil on canvas, unframed: 276 x 194 cm (108 11/16 x 76 3/8 in.) □ framed: 280 x 197 cm (110 1/4 x 77 9/16 in.),		Lender insurance value	120	P;N		✓	
12.12	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, The Entombment of Christ, 1594, oil on canvas, overall: 288 x 166 cm (113 3/8 x 65 3/8 in.),		Lender insurance value	43	N		✓	
12.13	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Saint George, Saint Louis, and the Princess, 1552, oil on canvas, overall: 226 x 146 cm (89 x 57 1/2 in.) □ framed: 231 x 151 cm (90 15/16 x 59 7/16 in.), inv. 899		Lender insurance value	39	P;N		✓	

12.14	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, The Creation of the Animals, 1550- by 1553, oil on canvas, overall: 151 × 258 cm (59 1/2 × 101 5/8 in.)□ framed: 162 × 270 cm (63 3/4 × 106 5/16 in.), inv. 900		Lender insurance value	87	P;N		✓	
12.15	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, The Deposition of Christ, c. 1562, oil on canvas, overall: 227 × 294 cm (89 3/8 × 115 3/4 in.), 217		Lender insurance value	40	P;N		✓	
12.16	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, The Forge of Vulcan, 1578, oil on canvas, overall: 145 × 155 cm (57 1/16 × 61 in.)□ framed: 155 × 166 cm (61 × 65 3/8 in.),		Lender insurance value	88	P;N		✓	
12.17	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, The Wedding of Ariadne and Bacchus, 1578, oil on canvas, overall: 143 × 166 cm (56 5/16 × 65 3/8 in.)□ framed: 155 × 166 cm (61 × 65 3/8 in.),		Lender insurance value	48	P;N		✓	
12.18	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, The Baptism of Christ, c. 1580, oil on canvas, overall: 283 × 162 cm (111 1/2 × 63 3/4 in.),		Lender insurance value	45	P;N		✓	
12.19	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Saint Augustine Healing the Lame, c. 1549/1550, oil on canvas, overall: 255 × 175.5 cm (100 3/8 × 69 1/8 in.)□ framed: 292 × 206 × 9 cm (114 15/16 × 81 1/8 × 3 9/16 in.), A 74		Lender insurance value	49	P;N		✓	✓
12.20	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, A Young Man of the Doria Family, c. 1560, oil on canvas, overall: 107 × 73 cm (42 1/8 × 28 3/4 in.)□ framed: 148 × 107 × 22 cm (58 1/4 × 42 1/8 × 8 11/16 in.), CE. 03740		Lender insurance	18	P;N		✓	✓

Questio	Object Type	Object Description	Lender	1) US Dollar Valuation	Source of Valuation	2) Approved Indemnified U.S. Dollar Value	DEX ID	Venues	Transit to NGA	On site	Return Transit
											Indemnity Requested for
13.1	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, The Contest of Apollo and Marsyas, 1544-1545, oil on canvas, overall: 140 × 240 cm (55 × 94 1/2 in.)□ framed: 178.44 × 277.18 × 13.34 cm (70 1/4 × 109 1/8 × 5 1/4 in.), 1950.438			Lender insurance value		12	G;N		✓	✓
13.2	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Portrait of a Young Man with a Blue Sleeve, c. 1548, oil on canvas, overall size: 109 × 89 cm (43 × 35 in.)□ framed: 114.94 × 133.35 × 6.99 cm (45 1/4 × 52 1/2 × 2 3/4 in.),			Lender insurance value		52	P;N		✓	✓
13.3	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, The Virgin and Child with Saints, 1540, oil on canvas, overall: 171.5 × 244 cm (67 1/2 × 96 1/16 in.)□ framed: 220 × 295 × 180 cm (86 5/8 × 116 1/8 × 70 7/8 in.),			Lender insurance value		53	G;N		✓	✓
13.4	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Tarquin and Lucretia, c. 1578/1580, oil on canvas, overall: 175 × 152 cm (68 7/8 × 59 13/16 in.)□ framed: 204 × 181 × 9 cm (80 5/16 × 71 1/4 × 3 9/16 in.), 1949.203			Lender insurance value		8	P;N		✓	✓
13.5	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Doge Alvise Mocenigo Presented to the Redeemer, 1571–1574 (possibly 1576–1577), oil on canvas, overall: 97 × 198 cm (38 3/16 × 77 15/16 in.)□ framed: 118 × 218 cm (46 7/16 × 85 13/16 in.), 10.206			Lender insurance value		26	P;N		✓	✓

13.6	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Self-Portrait, c. 1546/1548, oil on canvas, overall: 45.1 × 38.1 cm (17 3/4 × 15 in.) framed: 70.6 × 63.5 × 5.8 cm (27 13/16 × 25 × 2 5/16 in.), 1983-190-1		Lender insurance value		33	P;N		✓	✓
13.7	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Doge Pietro Loredan, 1567/1568, oil on canvas, overall: 126 × 107 cm (49 5/8 × 41 in.) framed: 146.1 × 123.8 × 11.4 cm (57 1/2 × 48 3/4 × 4 1/2 in.), AP 1986.08		Lender insurance value		71	N	✓	✓	✓
13.8	Painting	Jacopo Tintoretto, Venetian, 1518 or 1519 - 1594, Spring, c. 1546–1548, oil on canvas, overall: 105 × 195 cm (41 1/2 × 76 3/4 in.) framed: 128.3 × 215.9 × 13.3 cm (50 1/2 × 85 × 5 1/4 in.), 71.1301		Lender insurance value		27	N	✓	✓	✓
			Total Approved Indemnity for Question 13		\$66,500,000					
			TOTAL APPROVED INDEMNITY FOR QUESTIONS 12 AND 13		\$264,152,000					
			updated 2/12/19							

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Tintoretto: Artist of Renaissance Venice
F-1407-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the National Gallery of Art the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$264,152,000 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: February 19, 2019 to August 7, 2019, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$200,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$200,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Left Angel (from Pair of Angels), c. 1480, terracotta, overall: 36.5 × 32.8 × 5.5 cm (14 3/8 × 12 15/16 × 2 3/16 in.), TH 33			Lender value	
12.2	Sculpture	Andrea del Verrocchio, Leonardo da Vinci, Florentine, 1435 - 1488, Right Angel (from Pair of Angels), c. 1480, terracotta, overall: 37 × 34 × 4.5 cm (14 9/16 × 13 3/8 × 1 3/4 in.), TH 34			Lender value	
12.3	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Entombment of Christ (Lamentation), 1889 (original 1480s), plaster cast after destroyed Berlin terracotta, overall: 48 × 50.8 cm (18 7/8 × 20 in.), inv. 117			Lender insurance value	
12.4	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Sleeping Youth, 1480s, terracotta, overall: 36 × 58 cm (14 3/16 × 22 13/16 in.), inv. 112			Lender insurance value	
12.5	Painting	Andrea del Verrocchio, Florentine, 1435 - 1488, Madonna and Child, 1435 - 1488, tempera on panel, overall: 74 × 46 cm (29 1/8 × 18 1/8 in.), inv. 108			Lender value	
12.6	Painting	Andrea del Verrocchio, Florentine, 1435 - 1488, Madonna with Seated Child, c. 1475, oil on panel, overall: 72 × 53 cm (28 3/8 × 20 7/8 in.), inv. 104A			Lender value	
12.7	Painting	Andrea del Verrocchio, Florentine, 1435 - 1488, Madonna and Standing Child, 1470s, oil on panel, overall size: 84.7 × 64.6 × 2.2 cm (33 3/8 × 25 7/16 × 7/8 in.)□ framed: 103.6 × 80.8 × 7.6 cm (40 13/16 × 31 13/16 × 3 in.), inv. nr. 702			Lender insurance value	
12.8	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Figure of a Male Nude with his Left Arm Raised, metalpoint, pen and brown ink on violet prepared paper, overall: 27.8 × 10.9 cm (10 15/16 × 4 5/16 in.), inv. 21354			Lender value	
12.9	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Head of a Child (verso), 1435 - 1488, black chalk on white paper, overall: 28.3 × 19.8 cm (11 1/8 × 7 13/16 in.)□ framed: 52.5 × 39.5 × 3 cm (20 11/16 × 15 9/16 × 1 3/16 in.), inv. 212F			Lender insurance value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.10	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Head of an Angel, c. 1470-1475, soft black chalk or charcoal, reworked with pen and brown ink, outlines pricked for transfer, on paper, overall: 21.1 × 18.1 cm (8 5/16 × 7 1/8 in.)□ framed: 52.5 × 39.5 × 3 cm (20 11/16 × 15 9/16 × 1 3/16 in.), inv. 130E			Lender insurance value	
12.11	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Madonna with Child on her lap, 1435 - 1488, overall: 28.3 × 19.3 cm (11 1/8 × 7 5/8 in.)□ framed: 52.5 × 39.5 × 3 cm (20 11/16 × 15 9/16 × 1 3/16 in.), inv. 444E; black chalk on cream prepared paper			Lender insurance value	
12.12	Painting	Andrea del Verrocchio, Florentine, 1435 - 1488, Saint Jerome, c. 1465, oil on paper, overall: 40.5 × 27 cm (15 15/16 × 10 5/8 in.)□ framed: 60.5 × 47 × 7 cm (23 13/16 × 18 1/2 × 2 3/4 in.), inv. 1912 n. 370			Lender insurance value	
12.13	Drawing	attributed to Andrea del Verrocchio, Florentine, 1435 - 1488, Studies of Dancing Elders, 1435 - 1488, recto (inv. 2327 F): metalpoint and traces of pen on yellowed white paper□ verso (inv. 2328 F): metalpoint and pen on yellowed white paper, overall: 21.7 × 18.4 cm (8 9/16 × 7 1/4 in.)□ framed: 52.5 × 39.5 × 3 cm (20 11/16 × 15 9/16 × 1 3/16 in.), 2327F			Lender insurance value	
12.14	Drawing	attributed to Andrea del Verrocchio, Florentine, 1435 - 1488, Study of a Male Nude, 1435 - 1488, silverpoint, white lead, white watermarked paper prepared on recto in pink; watermark: the letter 'R' surmounted by a cross (similar to Briquet 8941), overall: 32 × 21.8 cm (12 5/8 × 8 9/16 in.)□ framed: 52.5 × 39.5 × 3 cm (20 11/16 × 15 9/16 × 1 3/16 in.), 258E			Lender insurance value	
12.15	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Study of Seated Madonna and Child, 1435 - 1488, overall: 22.2 × 15.1 cm (8 3/4 × 5 15/16 in.)□ framed: 52.5 × 39.5 × 3 cm (20 11/16 × 15 9/16 × 1 3/16 in.), inv. 443E			Lender insurance value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.16	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Three Nude Old Men Drinking, metalpoint and pen on yellowed white paper, overall: 24 × 18.4 cm (9 7/16 × 7 1/4 in.) □ framed: 52.5 × 39.5 × 3 cm (20 11/16 × 15 9/16 × 1 3/16 in.), 2328F			Lender insurance value	
12.17	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, David, c. 1466, bronze with traces of gilding, overall: 120 cm (47 1/4 in.) x Diam c. 14 in., Bronze 450-1 (1879)			Lender insurance value	
12.18	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Dove of the Holy Spirit, 1477, gilt copper alloy, 94; Diam: 9 1/16 x circa 3 in.			Lender	
12.19	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Lady with a Bunch of Flowers, c. 1475-1480, marble, overall: 60 x 48 x 25 cm (23 5/8 x 18 7/8 x 9 13/16 in.), 115 S			Lender insurance value	
12.20	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Madonna and Child, c. 1475, polychrome terracotta, overall: 86 × 66 cm (33 7/8 × 26 in.), 415 S			Lender value	
12.21	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Pugilatore, c. 1475, height: 34 cm (13 3/8 in.) plus marble base circa 10 W x 5 D in., bronze			Lender	
12.22	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Putto with a Dolphin, c. 1465-1480, copper alloy, overall: 67 cm (26 3/8 in.), ; base: 5 3/4 in.			Lender insurance value	
12.23	Decorative Art	Andrea del Verrocchio, Florentine, 1435 - 1488, Small sardonyx vase with cover, 1435 - 1488, sardonyx with silver-gilt mount, overall: 15 cm (5 7/8 in.), H: 6 5/16 in x Diam: 3 9/16 in.			Lender value	
12.24	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Horse in Profile Facing to the Right, 1483-1488, pen and dark brown ink, over traces of black chalk (recto and verso), overall: 29.3 × 27.5 cm (11 9/16 × 10 13/16 in.), F. C. 127615			Lender 4/23/19	
12.25	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Candelabrum, c. 1468-1469, bronze, overall: 156 × 46 cm (61 7/16 × 18 1/8 in.), inv. BK-16933			Lender insurance value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.26	Drawing	Francesco di Simone Ferrucci, Florentine, 1437 - 1493, Project for the Tartagni Tomb, 1437 - 1493, brown pencil on paper, overall: 32.8 x 22.8 cm (12 15/16 x 9 in.) passepartout: 55 x 42 cm (21 5/8 x 16 9/16 in.) framed: 60 x 47 x 3.5 cm (23 5/8 x 18 1/2 x 1 3/8 in.), NMH THC 2090			Lender value	
12.27	Painting	Andrea del Verrocchio and Leonardo da Vinci, Florentine, 1435-1488, Tobias and the Angel, c. 1470-1475, tempera on panel, overall: 49.3 x 32.7 cm (19 7/16 x 12 7/8 in.) framed: 110 x 98 x 15.5 cm (43 5/16 x 38 9/16 x 6 1/8 in.), NG784			Lender	
12.28	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Design for a Monument, 1470s, pen and ink and wash on traces of lead pencil on paper, overall: 27.3 x 17.5 cm (10 3/4 x 6 7/8 in.), no. 2314			Lender value	
12.29	Drawing Sculpture updated 5-13-19	Andrea del Verrocchio, Florentine, 1435 - 1488, Sketch Model for the monument in Pistoia of Cardinal Niccolò Forteguerri, 1476, terracotta, overall: 39.4 x 26.7 cm (15 1/2 x 10 1/2 in.), inv. 7599-1861			Lender value	
12.30	Painting	Workshop of Andrea del Verrocchio, Florentine, 1435 - 1488, The Virgin Adoring the Christ Child ('The Ruskin Madonna'), c. 1470, Tempera and oil on canvas, transferred from panel, overall: 106.7 x 76.3 cm (42 x 30 1/16 in.) framed: 141.5 x 110.5 x 10.5 cm (55 11/16 x 43 1/2 x 4 1/8 in.), NG 2338			Lender value	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 12						\$214,072,000
Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.1	Sculpture	Francesco di Simone Ferrucci, Florentine, 1437 - 1493, The Adoration of the Shepherds, c. 1475/1485, terracotta, overall: 81 x 65 cm (31 7/8 x 25 9/16 in.) framed: 132.7 x 102.9 x 11.1 cm (52 1/4 x 40 1/2 x 4 3/8 in.), 1939.1.333			Lender value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.2	Painting	Domenico Ghirlandaio, Florentine, 1449 - 1494, Madonna and Child, c. 1470/1475, tempera on panel transferred to hardboard, painted surface: 70.8 x 48.9 cm (27 7/8 x 19 1/4 in.) overall size: 73 x 50.2 cm (28 3/4 x 19 3/4 in.) framed: 115.6 x 89.2 x 7.6 cm (45 1/2 x 35 1/8 x 3 in.), 1961.9.49			Lender value	
13.3	Painting	Lorenzo di Credi, Florentine, c. 1457/1459 - 1536, Madonna and Child with a Pomegranate, 1475/1480, oil on poplar panel, overall: 16.5 x 13.4 cm (6 1/2 x 5 1/4 in.) framed: 44.1 x 24.5 x 3.8 cm (17 3/8 x 9 5/8 x 1 1/2 in.), 1952.5.65			Lender value	
13.4	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Giuliano de' Medici, c. 1475/1478, terracotta, overall: 61 x 66 x 28.3 cm (24 x 26 x 11 1/8 in.), 1937.1.127			Lender value	
13.5	Sculpture	Workshop of Andrea del Verrocchio, Alexander the Great, c. 1483/1485, marble, overall: 55.9 x 36.7 cm (22 x 14 7/16 in.) framed: 88.9 x 71.8 x 8.6 cm (35 x 28 1/4 x 3 3/8 in.), 1956.2.1			Lender value	
13.6	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Bust of Christ, after 1483?, painted terracotta, overall: (68 cm) 26 3/4 x 28 1/16 x 15 in.			Lender insurance value	
13.7	Drawing	Lorenzo di Credi, Florentine, c. 1457/1459 - 1536, A Drapery Study: the Christ Child Standing on the Madonna's Left Knee, 1457 - 1536, metalpoint on cream prepared paper, overall: 25.4 x 19.8 cm (10 x 7 13/16 in.),			Lender value	
13.8	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Model of executioner, before 1482/ 15th c., terracotta, overall: 27.2 x 16 x 8.4 cm (10 11/16 x 6 5/16 x 3 5/16 in.),			Lender insurance value	
13.9	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Bust of a Lady, 1480s, marble, Overall: 47.9 x 48.7 x 23.8 cm (18 7/8 x 19 3/16 x 9 3/8 in.) base: 3.8 x 52.1 x 24.8 cm (1 1/2 x 20 1/2 x 9 3/4 in.), 1961.2.87			Lender insurance value	
13.10	Sculpture	Andrea del Verrocchio, Florentine, 1435 - 1488, Head of Medusa, c. 1480, terracotta, overall: 30 x 39 cm (11 13/16 x 15 3/8 in.),			Lender insurance value	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.11	Drawing	Francesco di Simone Ferrucci, Florentine, 1437 - 1493, Sketches of Figures of the Virgin Kneeling, Saint Peter Standing, Seated Allegorical Figures of Faith and Charity, and Child Standing on a Corbel (?) (recto); Sketches of Figures of Saint Sebastian Standing and the Virgin and Child with Angels (verso), 1487-88, Pen and brown ink, over leadpoint or black chalk, on rose-washed paper, overall: 27.4 × 19.8 cm (10 13/16 × 7 13/16 in.),	[REDACTED]	[REDACTED]	lender value	[REDACTED]
13.12	Drawing	Andrea del Verrocchio, Florentine, 1435 - 1488, Measured Drawing of a Horse Facing Left (recto), 1483 - 1488, pen and dark brown ink, over traces of black chalk, overall: 24.9 × 29.7 cm (9 13/16 × 11 11/16 in.), 19.76.5			lender value	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 13						\$50,505,000
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTIONS 12 AND 13						\$264,577,000

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Verrocchio: Sculptor and Painter of Renaissance Florence
F-1418-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the National Gallery of Art and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$271,717,000 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: July 15, 2019 to February 12, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$200,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$200,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Princeton - Cezanne APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	Painting	Paul Cézanne (French, 1839-1906), <i>Rochers à l'Estaque (Rocks at l'Estaque)</i> , 1882-85. Oil on canvas, 28 3/4 x 35 13/16 in. (MASP.00087)			Lender	
12.2	Painting	Paul Cézanne (French, 1839-1906), <i>The Grounds of the Château Noir (Sous-bois devant les grottes au-dessus du Château Noir)</i> , 1900-04. Oil on canvas, 35 11/16 x 28 1/8 in. (NG6342)			Lender	
12.3	Painting	Paul Cézanne (French, 1839-1906), <i>Rochers et branches à Bibémus</i> , 1900-04. Oil on canvas, 24 x 19 7/8 in. frame: 32 5/16 x 27 15/16 x 2 15/16 in. (PPP2101)			Lender	
12.4	Painting	Paul Cézanne (French, 1839-1906), <i>Rochers près des grottes au-dessus du Château Noir</i> , ca. 1904. Oil on canvas, 25 9/16 x 21 1/4 in. (RF 1978-32)			Lender	
12.5	Watercolor	Paul Cézanne (French, 1839-1906), <i>Arbres et rochers (Fontainebleau?)</i> , ca. 1890. Graphite and watercolor on paper, 13 x 18 3/4 in.			Lender	

Princeton - Cezanne APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.6	Watercolor	Paul Cézanne (French, 1839-1906), <i>Arbres et rochers</i> , ca. 1895. Graphite and watercolor on paper, 12 3/8 x 19 in.			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 12			\$61,320,936
13.1	Painting	Paul Cézanne, (French, 1839-1906), <i>Cistern in the Park of Château Noir</i> , ca. 1900. Oil on canvas, 29 1/4 x 24 in. frame: 38 1/4 x 33 1/4 x 2 9/16 in.			Lender	
13.2	Painting	Paul Cézanne, (French, 1839-1906), <i>Rocks in the Forest</i> , 1890s. Oil on canvas, 28 7/8 x 36 3/8 in. Frame: 40 1/2 x 47 1/2 x 2 3/4 in. (29.100.194)			Lender	
13.3	Painting	Paul Cézanne, (French, 1839-1906), <i>Pines and Rocks (Fontainebleau?) (Pins et rochers (Fontainebleau?))</i> , ca. 1897. Oil on canvas, 32 x 25 3/4 in. (16.1934)			Lender	
13.4	Painting	Paul Cézanne, (French, 1839-1906), <i>Mont Sainte-Victoire Seen from the Bibémus Quarry (La Montagne Sainte-Victoire vue de Bibémus)</i> , ca. 1897. Oil on canvas, 25 5/8 x 32 in. (1950.196)			Lender	
13.5	Painting	Paul Cézanne, (French, 1839-1906), <i>Quarry at Bibémus (La Carrière de Bibémus)</i> , 1898–1900. Oil on canvas, 25 3/4 x 21 1/2 in. framed: 35 1/4 x 31 1/4 x 2 3/4 in. (2015.13.7)			Lender	

Princeton - Cezanne APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.6	Painting	Paul Cézanne, (French, 1839-1906), <i>Viaduct at l'Estaque (Le Viaduct à l'Estaque)</i> , 1882. Oil on canvas, 17 3/4 x 21 7/8 in. frame: 26 1/8 x 29 1/2 x 4 in. (1950.3)			Lender	
13.7	Painting	Paul Cézanne, (French, 1839-1906), <i>Forest Interior</i> , ca. 1898–99. Oil on canvas, 24 × 32 in. frame: 35 × 43 × 3 3/4 in.(1977.4)			Lender	
13.8	Painting	Paul Cézanne, (French, 1839-1906), <i>Trees and Rocks, Near the Chateau Noir</i> , ca. 1900-06. Oil on canvas, 24 3/8 × 20 1/4 in. frame: 31 1/2 x 27 1/4 in x 2 1/4 in. (1996.2.20)			Lender	
13.9	Painting	Paul Cézanne, (French, 1839-1906), <i>L'Estaque</i> , 1879–83. Oil on canvas, 31 1/2 × 39 in. (716.1959)			Lender	
13.10	Watercolor	Paul Cézanne, (French, 1839-1906), <i>Rochers près des grottes au-dessus de Château Noir</i>, 1895-1900. Graphite and watercolor on paper, 18 11/16 x 11 13/16 in.			Lender	
13.11	Watercolor	Paul Cézanne, (French, 1839-1906), <i>Rochers près des grottes au-dessus de Château-Noir</i> , 1895-1900. Graphite and watercolor on laid paper, 18 x 11 5/8 in.			Lender	
					TOTAL APPROVED INDEMNITY FOR QUESTION 13	
updated 12-11-19			TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13			\$326,220,936

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Cézanne: The Rock and Quarry Paintings
F-1433-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the The Trustees of Princeton University and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$326,220,936 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: February 7, 2020 to July 1, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$300,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$300,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$300,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$300,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Tony Chauveaux	
Deputy Director for Programs and Partnerships	
for	
Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

Smithsonian - von Humboldt APPROVED

(Q11) Requested for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.1	Painting	Frederic Edwin Church (American, 1826-1900), <i>The Natural Bridge, Virginia</i> , 1852, oil on canvas, 28 x 23 in. 1912.1			Lender	
11.2	Painting	Frederic Edwin Church (American, 1826-1900), <i>The Fall of Tequendama, Near Bogota, New Granada</i> , 1854, oil on canvas, 60 7/16 x 48 1/16 in. 1971.30			Lender	
11.3	Painting	Charles Wilson Peale (American, 1741-1827), <i>Exhumation of the Mastodon</i> , 1806, oil on canvas, 48 x 60 in. MA5911			Lender	
11.4	Painting	Albert Bierstadt (German 1830 - 1902), <i>Valley of the Yosemite</i> , 1864, oil on paperboard, 11 7/8 x 19 1/4 in. 47.1236			Lender	
11.5	Painting	Frederic Edwin Church (American, 1826-1900), <i>Cayambe</i> , 1858, oil on canvas, 30 x 48 1/8 in. S-91			Lender	
11.6	Painting	Rembrandt Peale (American, 1778 - 1860), <i>Thomas Jefferson</i> , 1805, oil on linen, 28 x 23 1/2 in. 1867.306			Lender	
11.7	Painting	Charles Wilson Peale (American, 1741-1827), <i>The Artist in His Museum</i> , 1822, oil on canvas, 103 3/4 x 79 7/8 in. 1878.1.2			Lender	
11.8	Painting	Samuel F. B. Morse (American, 1791 - 1872), <i>The Gallery of the Louvre</i> , 1831-1833, oil on canvas, 73 1/2 x 108 in. TF1992.51			Lender	

**Smithsonian - von Humboldt APPROVED
(Q11) Requested for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
11.9	Painting	Albert Bierstadt (German 1830 - 1902), <i>Cho-looke, The Yosemite Fall</i> , 1864, oil on canvas, 34 1/4 x 27 1/8 in. 1966:001			Lender	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 11:						\$96,500,000

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Alexander von Humboldt and the United States: Art, Nature, and Culture.
FD-0152-19 (Domestic Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Smithsonian Institution and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$96,500,000 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: February 20, 2020 to September 16, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$50,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$50,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$50,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$50,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name	Date
Tony Chauveaux	
Deputy Chairman for Programs and Partnerships for Mary Anne Carter	
Chairman	
National Endowment for the Arts	
and	
Member	
Federal Council on the Arts and the Humanities	

Attachment: List of Indemnified Objects

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.1	PAINTING	Jean-François Millet, French (1814-1875), <i>The Plain of Chailly with Harrow and Plough</i> , oil on wood, 23 3/4 × 29 in., framed: 33 1/16 × 38 × 4 3/4 in., Lender number: 2450			Lender	
12.2	PRINT	Félicien Rops, Belgian (1833-1898), <i>Satan Sowing Tares, from 'Les Sataniques'</i> , 1882, color aquatint on paper, 11 15/16 × 8 1/4 in., framed: 24 13/16 × 16 15/16 × 9/16 in., Lender number: GE0864			Lender	
12.3	PAINTING	Salvador Dali, Spanish (1904-1989), <i>Gala and the Angelus of Millet Immediately Preceding the Arrival of the Conic Anamorphoses</i> , 1933, oil on wood, 9 1/2 × 7 9/16 in., Lender number: 18456			Lender	
12.4	PAINTING	Jean-François Millet, French (1814-1875), <i>The Pig Killers</i> , 1867-70, oil on canvas, 28 3/4 × 36 1/2 in., framed: 37 5/16 × 46 3/4 × 3 5/8 in., Lender number: 18963			Lender	
12.5	PAINTING	Frédéric Bazille, French (1841-1870), <i>Ruth and Boaz</i> , c. 1870, oil on canvas, 54 1/8 × 79 13/16 in., framed: 63 7/8 × 89 3/4 × 3 9/16 in., Lender number: 2004.13.1			Lender	
12.6	PAINTING	Emile Bernard, French (1868-1941), <i>The Harvest</i> , 1888, oil on canvas, 22 3/16 × 17 3/4 in., Lender number: RF 1977 42 AM 4592			Lender	
12.7	PAINTING	Jean-François Millet, French (1814-1875), <i>Spring</i> , between 1868-73, oil on canvas, 33 7/8 × 43 11/16 in., Lender number: RF 509			Lender	
12.8	PAINTING	Jean-François Millet, French (1814-1875), <i>Church at Gréville</i> , 1871-74, oil on canvas, 23 5/8 × 28 7/8 in., Lender number: RF 140			Lender	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.9	PAINTING	Jean-François Millet, French (1814-1875), <i>The Angelus</i> , between 1857-59, oil on canvas, 21 7/8 × 26 in., Lender number: RF 1877			Lender	
12.10	PAINTING	Jean-François Millet, French (1814-1875), <i>Two Bathers</i> , 1848, oil on wood, 11 x 7 1/2 in., Lender number: RF 141			Lender	
12.11	PAINTING	Paul Cézanne, French (1839-1906), <i>Seated Peasant</i> , 1900-04, oil on canvas, 28 7/8 × 23 3/4 in., Lender number: RF 2009 8			Lender	
12.12	PAINTING	Pierre Puvis de Chavannes, French (1824-1898), <i>Orpheus</i> , 1883, oil on canvas, 8 7/16 × 11 in., Lender number: RF 2008 47			Lender	
12.13	PAINTING	Vincent Van Gogh, Dutch (1853-1890), <i>Starry Night</i> , 1888, oil on canvas, 28 9/16 × 36 1/4 in., Lender number: RF 1975 19			Lender	
12.14	PAINTING	Natalia Goncharova, Russian (1881-1962), <i>Planting Potatoes</i> , 1908-09, oil on canvas, 43 11/16 × 51 9/16 in., Lender number: AM 1988-879			Lender	
12.15	PAINTING	Paula Modersohn-Becker, German (1876-1907), <i>Landscape with Moon</i>, c.1900, oil on cardboard, 16 9/16 × 21 7/8 in., Lender number:-			Removed per-SLAM 11-20-19	
12.16	PAINTING	Max Liebermann, German (1847-1935), <i>Dutch Woman Making Lace</i>, 1881, oil on canvas, 24 5/8 × 18 11/16 in., Lender number: 1585			Removed per-SLAM 11-20-19	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.17	PAINTING	Jean-François Millet, French (1814-1875), <i>Farm Girl-Sitting by Stream</i> , 1847/48, oil on wood, 7 1/16 x 7 1/2 in., framed: 15 3/16 x 15 3/16 in., Lender number:			Removed per-SLAM 11-20-19	
12.18	DRAWING	Jean-François Millet, French (1814-1875), <i>The Washer Women</i> , c. 1857-60, crayon on paper, 15 x 11 1/4 in., Lender number:			Lender	
12.19	PAINTING	Jean-François Millet, French (1814-1875), <i>Shearing Sheep (La Grande Tondeuse)</i> , c. 1860, oil on canvas, 64 15/16 x 43 5/16 in., Lender number:			Lender	
12.20	PAINTING	Georges Seurat, French (1859-1891), <i>Peasant Laboring</i> , 1882-83, oil on board, 6 5/16 x 9 13/16 in., Lender number			Lender 11-12-19	
12.21	PAINTING	Jean-François Millet, French (1814-1875), <i>Summer, The Gleaners</i> , 1853, oil on canvas, 15 1/16 x 11 9/16 in., Lender number:			Lender 11-12-19	
12.22	PAINTING	Camille Pissarro, French (1830-1903), <i>Flock of Sheep</i> , 1889, gouache on silk, 7 7/8 x 24 7/16 in., framed: 17 3/4 x 30 1/8 x 1 in., Lender number: 10558			Lender	
12.23	PAINTING	Angelo Morbelli, Italian (1853-1919), <i>In the Rice Fields</i> , 1901, oil on canvas, 72 1/16 x 51 3/16 in., framed: 84 5/8 x 62 3/16 x 3 9/16 in., no lender number			Lender	
12.24	PAINTING	Willem Roelofs, Dutch (1822-1897), <i>The Rainbow</i> , 1875, oil on canvas, 22 11/16 x 43 5/8 in., framed: 37 7/8 x 58 1/8 in., Lender number: SCH-1875-0003			Lender	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.25	WATER-COLOR	Vincent van Gogh, Dutch (1853-1890), <i>The Sower (after Millet)</i> , 1881, pencil, pen and brush and ink, watercolor on paper, 18 15/16 × 14 7/16 in., framed: 28 15/16 × 23 1/16 × 1 9/16 in., Lender number: d0443V1962			Lender	
12.26	PAINTING	Vincent van Gogh, Dutch (1853-1890), <i>The Thresher (after Millet)</i> , 1889, oil on canvas, 17 5/16 × 10 13/16 in., framed: 22 13/16 × 16 9/16 × 2 3/4 in., Lender number: s0171V1962			Lender	
12.27	PAINTING	Vincent van Gogh, Dutch (1853-1890), <i>Snow-Covered Field with a Harrow (after Millet)</i> , 1890, oil on canvas, 28 3/8 × 36 1/4 in., framed: 36 1/4 × 44 1/8 × 3 15/16 in., Lender number: s0175V1962			Lender	
12.28	PAINTING	Vincent van Gogh, Dutch (1853-1890), <i>The Sheep-Shearers (after Millet)</i> , 1889, oil on canvas, 17 1/8 × 11 5/8 in., framed: 22 3/4 × 17 5/16 × 2 11/16 in., Lender number: s0042V1962			Lender	
12.29	PAINTING	Vincent van Gogh, Dutch (1853-1890), <i>Evening: The Watch (after Millet)</i> , 1889, oil on canvas, 29 5/16 × 36 13/16 in., framed: 36 3/16 × 43 7/8 × 3 1/16 in., Lender number: s0174V1962			Lender	
12.30	PAINTING	Vincent van Gogh, Dutch (1853-1890), <i>The Sower</i> , 1888, oil on canvas, 12 13/16 × 15 7/8 in., framed: 23 1/16 × 22 1/4 × 3 1/8 in., Lender number: s0029V1962			Lender	
12.31	PAINTING	Jean-François Millet, French (1814-1875), <i>Hagar and Ishmael</i> , 1848-49, oil on canvas, 57 7/8 × 93 1/8 in., framed: 72 7/16 × 107 7/8 × 5 1/8 in., Lender number: hwm0262			Lender	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.32	PAINTING	Jan Toorop, Dutch (born Java) (1858-1928), <i>Resting Peasant</i> , 1909, oil on board, 43 5/16 × 29 1/2 in., framed: 47 1/16 × 37 5/8 × 1 9/16 in., Lender number: 2006.178			Lender	
12.33	DRAWING	Vincent van Gogh, Dutch (1853-1890), <i>Peasant Woman Gleaning</i> , July - August 1885, black chalk, grey wash, traces of fixative, on wove paper, 20 11/16 × 14 15/16 in., Lender number: KM 122.483			Lender	
12.34	PAINTING	Vincent van Gogh, Dutch (1853-1890), <i>The Sower</i> , 1888, oil on canvas, 25 3/16 × 31 11/16 in. Lender number: 106.399			Lender	
12.35	PAINTING	Ferdinand Hodler, Swiss (1853-1918), <i>The Reaper</i>, c.1912, oil on canvas, 32 5/16 × 41 9/16 in., framed: 48 13/16 × 39 3/4 × 2 9/16 in., Lender number: 5227			Removed per-SLAM 11-20-19	
12.36	PAINTING	Louis Paul Henri Sérusier, French (1863–1927), <i>Breton Girl with Sickie</i> , 1889, oil on canvas, 18 1/8 × 15 1/8 in., no lender number			Lender (provided by SLAM 11/14/19)	
12.37	PAINTING	Edvard Munch, Norwegian (1863-1944), <i>Fertility</i>, oil on canvas, 47 1/4 × 55 1/8 in., framed: 50 1/2 × 58 11/16 × 2 3/8 in., no lender number			Lender	
12.38	PAINTING	Jean-François Millet, French (1814-1875), <i>The Shooting Stars</i> , c. 1847-49, oil on panel, 7 3/8 × 13 9/16 in., framed: 10 5/8 × 16 5/16 × 2 3/8 in., Lender number: NMW A 2476			Lender	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.39	PAINTING	Jean-François Millet, French (1814-1875), <i>The Peasant Family</i> , c. 1871-72, oil on canvas, 43 7/16 × 31 7/8 in., framed: 56 11/16 × 45 11/16 × 5 1/2 in., Lender number: NMW A 2473			Lender	
12.40	PAINTING	Paul Gauguin, French (1848-1903), <i>The Breton Shepherdess</i> , 1886, oil on canvas, 23 3/4 × 28 7/8 in., framed: 35 5/8 × 40 9/16 × 4 15/16 in., Lender number: C643			Lender	
			TOTAL APPROVED INDEMNITY FOR QUESTION 12:			\$505,922,536
13.1	PAINTING	Jean-François Millet, French (1814-1875), <i>The Cliffs of Gréville</i> , 1871-72, oil on canvas, 36 3/4 × 45 7/8 in., framed: 48 1/2 × 57 5/8 × 4 1/2 in., Lender number: 1919.7			Lender	
13.2	PAINTING	Laurits Andersen Ring, Danish (1854–1933), <i>A Harvest Girl</i> , 1889, oil on canvas, 47 1/4 × 36 1/4 in., framed: 50 3/8 × 39 3/8 in., no lender number			Lender	
13.3	PAINTING	Jean-François Millet, French (1814-1875), <i>Old House of Nacqueville</i> , c.1871-72, oil on canvas, 25 1/2 × 32 1/4 in., framed: 36 × 42 1/2 × 3 1/4 in., no lender number			Lender	
13.4	PAINTING	George Inness, American (1825–1894), <i>Moonrise</i> , 1888, oil on canvas, 29 × 44 in., framed: 39 5/8 × 54 5/8 × 4 5/8 in., Lender number: GH43.2			Lender	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.5	DRAWING	Georges Pierre Seurat, French (1859–1891), <i>The Nursemaid</i> , 1882-83, conté crayon on paper, 12 5/8 × 9 5/8 in., framed: 19 1/8 × 16 1/8 × 1 5/8 in., Lender number: d061			Lender	
13.6	PAINTING	Salvador Dali, Spanish (1904–1989), <i>Portrait of Gala</i> , 1935, oil on wood, 12 3/4 × 10 1/2 in., Lender number: 298.137			Lender	
13.7	DRAWING	Jean-François Millet, French (1814-1875), <i>Women Carrying Faggots</i> , c.1858, charcoal heightened with white gouache, charcoal border, on heavy laid gray-blue paper, 13 1/2 × 10 7/8 in., Lender number: 1975.1.671			Lender	
13.8	PAINTING	Jean-François Millet, French (1814-1875), <i>Haystacks: Autumn</i> , c.1874, oil on canvas, 33 1/2 × 43 3/8 in., framed: 46 × 56 1/4 × 5 in., Lender number: 60.71.12			Lender	
13.9	DRAWING	Jean-François Millet, French (1814-1875), <i>Landscape, Vichy</i> , 1866-67, pen and brown (iron gall) ink with brown and green washes over graphite on laid paper, 4 7/16 × 6 1/8 in., Lender number: 1980.21.14			Lender	
13.10	PAINTING	Camille Pissarro, French (1830–1903), <i>Washerwoman, Study</i> , 1880, oil on canvas, 28 3/4 × 23 1/4 in., framed: 41 × 35 1/2 × 5 in., Lender number: 56.184.1			Lender	
13.11	DRAWING	Georges Pierre Seurat, French (1859–1891), <i>Peasants</i> , c.1883, conté crayon on paper, 9 3/4 × 12 7/16 in., Lender number: 67.187.34			Lender	
13.12	DRAWING	Georges Pierre Seurat, French (1859–1891), <i>Landscape with Houses</i> , 1881-82, conté crayon on paper, 9 13/16 × 12 9/16 in., Lender number: 1972.118.234			Lender	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.13	DRAWING	John Singer Sargent, American (born Italy) (1856–1925), <i>Noon (from Scrapbook)</i> , c.1875, graphite on off-white laid paper, 5 7/8 × 8 5/8 in., book (closed): 12 7/8 × 19 3/8 × 1 7/8 in., Lender number: 50.130.154d			Lender	
13.14	DRAWING	John Singer Sargent, American (born Italy) (1856–1925), <i>The Reaper</i> , c.1875, graphite on off-white laid paper, 6 7/8 in. × 4 in., Lender number: 50.130.143a			Lender	
13.15	PAINTING	Jean-François Millet, French (1814-1875), <i>The Sower</i> , after 1850, oil on canvas, 41 1/2 × 33 3/4 in., framed: 54 × 46 × 4 1/2 in., Lender number: 63.7			Lender	
13.16	DRAWING	Paul Cézanne, French (1839–1906), <i>Reaper, page XVII (recto) from Sketchbook II</i> , after 1879, graphite pencil on wove paper, 8 1/2 in. × 5 in., Lender number: 1987-53-51a			Lender 11-12-19	
13.17	PAINTING	Léon Augustin Lhermitte, French (1844–1925), <i>The Gleaners</i> , 1887, oil on canvas, 29 1/2 × 37 3/4 in., Lender number: E1924-4-19			Lender 11-12-19	
13.18	PAINTING	Jean-François Millet, French (1814-1875), <i>The Sheepfold, Moonlight</i> , 1856-60, oil on panel, 17 13/16 × 24 15/16 in., framed: 33 1/2 × 40 1/2 × 4 1/4 in., Lender number: 37.30			Lender	
13.19	PAINTING	Jean-François Millet, French (1814-1875), <i>The Goose Girl</i> , c.1863, oil on canvas, 14 15/16 × 18 5/16 in., framed: 22 5/16 × 26 1/4 × 4 1/2 in., Lender number: 37:153			Lender	

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(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.20	DRAWING	Georges Pierre Seurat, French (1859–1891), <i>The Barge</i> , c.1882-83, conté crayon on cream wove paper, 9 7/16 × 12 3/16 in., Lender number: 1978.33			Lender 11-19-19	
13.21	PAINTING	Claude Monet, French (1840–1926), <i>Gorge of the Petit Ailly, Varengeville</i> , 1897, oil on canvas, 25 7/8 × 36 1/2 in., framed: 32 7/8 × 43 1/2 × 2 5/8 in., Lender number: 1972.31			Lender 11-19-19	
13.22	PAINTING	Jean-François Millet, French (1814-1875), <i>Shearing Sheep</i> , 1852-53, oil on canvas, 16 × 9 3/4 in., Lender number: 17.1489			Lender	
13.23	PAINTING	Jean-François Millet, French (1814-1875), <i>Harvesters Resting (Ruth and Boaz)</i> , 1850-53, oil on canvas, 26 1/2 × 47 1/8 in., Lender number: 06.2421			Lender	
13.24	PAINTING	Jean-François Millet, French (1814-1875), <i>Self-Portrait</i> , c.1841-41, oil on canvas, 25 × 18 1/2 in., Lender number 93.154			Lender	
13.25	PAINTING	Jean-François Millet, French (1814-1875), <i>Seated Nude (Les Regrets)</i> , 1847-48, oil on canvas, 9 7/8 × 7 1/4 in., Lender number: 19.97			Lender	
13.26	WATER-COLOR	Jean-François Millet, French (1814-1875), <i>Road from Malavaux, near Cusset</i> , watercolor and pen and brown ink over graphite pencil on dark cream laid paper, 4 7/16 × 6 3/8 in., Lender number: 76.425			Lender	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.27	PRINT	Jacques Adrien Lavieille, French (1818 - 1862), <i>Night, from the series 'Four Times of Day'</i> , 1873, wood engraving on paper, 9 3/4 × 12 3/4 in., Lender number: 44.589			Lender	
13.28	PAINTING	Jean-François Millet, French (1814-1875), <i>Woman Spinning</i> , 1855-60, oil on panel, 15 3/8 × 11 5/8 in., framed: 21 3/8 × 18 1/4 × 2 1/2 in., Lender number: 1955.531			Lender	
13.29	PAINTING	Jean-François Millet, French (1814-1875), <i>The Bather</i> , 1846/48, oil on wood, 7 5/16 × 9 1/2 in., framed: 12 15/16 × 15 1/4 × 2 1/8 in., Lender number: 1949.1.9			Lender	
13.30	PAINTING	Camille Pissarro, French (1830–1903), <i>Peasant Girl with a Straw Hat</i> , 1881, oil on canvas, 28 7/8 × 23 7/16 in., framed: 35 1/2 × 29 7/8 × 2 3/4 in., Lender number: 1970.17.52			Lender	
13.31	PAINTING	Jean-François Millet, French (1814-1875), <i>Starry Night</i> , c.1850-65, oil on canvas, 25 3/4 × 32 in., framed: 32 1/4 × 39 1/8 in., Lender number: 1961.22			Lender	
13.32	PAINTING	Claude Monet, French (1840–1926), <i>The Gorge at Varengeville</i> , 1882, oil on canvas, framed: 33 1/2 × 40 × 4 in., no lender number			SLAM curator	
13.33	PAINTING	Vincent van Gogh, Dutch (1853–1890), <i>The Reaper (after Millet)</i> , 1889, oil on canvas, 17 1/8 × 9 13/16 in., framed: 27 1/2 × 20 × 3 in., no lender number			Lender	

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Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.34	PAINTING	Winslow Homer, American (1836–1910), <i>The Bright Side</i> , 1865, oil on canvas, 12 3/4 × 17 in., Lender number: 1979.7.56			Lender	
13.35	DRAWING	Georges Pierre Seurat, French (1859–1891), <i>Woman Bending, Viewed from Behind</i> , c.1885, black conté crayon on cream laid paper, 12 1/4 × 9 1/2 in., Lender number: 69.30.187			Lender	
13.36	PAINTING	Jean-François Millet, French (1814-1875), <i>Man with a Hoe</i> , 1860-62, oil on canvas, 32 1/4 × 39 1/2 in., framed: 44 1/4 × 51 3/4 × 3 3/4 in., Lender number: 85.PA.114			Lender	
13.37	PAINTING	Louis Paul Henri Sérusier, French (1863–1927), <i>The Seaweed Gatherer</i> , c.1890, oil on canvas, 18 1/8 × 21 5/8 in., framed: 26 1/2 in. × 30 in. × 3 in., Lender number: 1998.181			Lender	
13.38	PAINTING	Jan Toorop, Dutch (born Java) (1858–1928), <i>Broek in Waterland</i> , 1889, oil on canvas, 27 × 30 in., framed: 38 1/4 × 42 × 2 7/16 in., Lender number: 2000.156			Lender	
13.39	PAINTING	Jean-François Millet, French (1814-1875), <i>Pasture near Cherbourg (Normandy)</i> , 1871-72, oil on canvas, 28 3/4 × 36 3/8 in., framed: 39 7/8 × 47 1/8 × 4 3/4 in., Lender number: 49.5			Lender	
13.40	PAINTING	Winslow Homer, American (1836–1910), <i>The Return of the Gleaner</i> , 1867, oil on canvas, 24 × 18 in., framed: 37 3/4 × 32 × 5 1/4 in., Lender number: 2010.14			Lender	

St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.41	PAINTING	Salvador Dali, Spanish (1904–1989), <i>Meditation on the Harp</i> , c.1933, oil on canvas, 26 1/4 × 18 1/2 in., Lender number:-			Lender 11-12-19	
13.42	PAINTING	Jean-François Millet, French (1814-1875), <i>In the Auvergne</i> , 1866/69, oil on canvas, 32 1/16 × 39 5/16 in., Lender number: 1922.414			Lender	
13.43	DRAWING	Jean-François Millet, French (1814-1875), <i>The Lovers</i> , 1846/50, black crayon on buff wove paper with blue fibers, 13 7/8 × 8 3/4 in., Lender number: 1927.4434			Lender	
13.44	PAINTING	George Inness, American (1825–1894), <i>After a Summer Shower</i> , 1894, oil on canvas, 32 1/4 × 42 3/8 in., Lender number: 1911.29			Lender	
13.45	PAINTING	Paula Modersohn-Becker, German (1876–1907), <i>Old Peasant Woman</i> , c.1905, oil on canvas, 29 3/4 × 22 3/4 in., framed: 36 × 29 × 2 1/4 in., Lender number: 58.385			Lender	
13.46	PAINTING	Camille Pissarro, French (1830–1903), <i>Peasants Resting</i> , 1881, oil on canvas, 32 × 25 3/4 in., Lender number: 1935.6			Lender 11-12-19	
13.47	PAINTING	Jean-François Millet, French (1814-1875), <i>Waiting (Tobit and his Wife)</i> , 1860, oil on canvas, 33 × 47 15/16 in., framed: 46 3/8 × 61 5/16 × 4 1/2 in., Lender number: 30-18			Lender	
13.48	PAINTING	Jean-François Millet, French (1814–1875), <i>The Knitting Lesson</i> , 1869, oil on canvas, 39 7/8 × 32 3/4 in., framed: 49 1/2 in. × 42 in. × 5 1/8 in., Lender number: 106:1939			Lender	
13.49	DRAWING	Jean-François Millet, French (1814–1875), <i>The Carder</i> , c.1854, crayon on paper, 12 1/4 × 10 1/4 in., framed: 23 1/2 × 21 1/4 × 2 in., Lender number:-1920:1981			Lender	

**St. Louis - Millet APPROVED
(Q12 & 13) Approved for Indemnity**

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
13.50	PAINTING	Vincent van Gogh, Dutch (1853-1890), <i>Stairway at Auvers</i> , July 1890, oil on canvas, 19 11/16 x 27 3/4 in., framed: 27 7/8 in. x 35 15/16 in. x 5 in., Lender number: 1:1935	[REDACTED]	[REDACTED]	(removed per SLAM 11/14/19)	[REDACTED]
13.51	PAINTING	Vincent van Gogh, Dutch (1853-1890), <i>Vineyards at Auvers</i> , June 1890, oil on canvas, 25 5/8 x 31 5/8 in., framed: 39 1/4 x 44 7/8 x 5 1/4 in., Lender number: 8:1953			Lender	
13.52	PAINTING	Paula Modersohn-Becker, German (1876-1907), <i>Two Girls in Front of Birch Trees</i> , c.1905, oil on cardboard, 21 3/4 x 13 7/8 in., framed: 28 7/8 x 21 3/16 x 2 3/4 in., Lender number: 914:1983			(removed per SLAM 11/13/19)	
			TOTAL APPROVED INDEMNITY FOR QUESTION 13:			\$169,362,152
updated 2-14-20				TOTAL APPROVED INDEMNITY FOR QUESTION 12 & 13:		\$675,284,688

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Millet and Modern Art: From Van Gogh to Dali
F-1434-20 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America (hereinafter "United States" or "U.S.") agrees to indemnify the Saint Louis Art Museum and the owners (hereinafter "owner") named on the attached list, as appropriate, against loss of or damage to objects (hereinafter "object") while on exhibition as set forth below, and described on the attached list. The total amount of indemnity shall not exceed \$710,412,188 (United States dollars), with each object being indemnified at the agreed value stated on the attached list. Losses and damages are payable in United States dollars only.

Time Period of Indemnification: January 15, 2020 to June 15, 2020, inclusive.

This Certificate of Indemnity agreement (hereinafter "Certificate") is effective from 12:01 a.m. Greenwich Time (all references to time herein are in Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations (hereinafter "the Regulations"). Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified object is to be returned to the place designated by the lender or the date on which the object is actually so returned, whichever date is earlier. After 11:59 p.m. on the termination date, the object is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in Section 1160.3(e) and described in the application for indemnification, an indemnified object is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process, the indemnitee, on behalf of the owner, shall file a claim (including agreement to Federal indemnity and to the United States dollar values assigned to the object in the Certificate), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner, who is identified on the attached list as follows:

- (a) In the case of total loss or destruction of an object, payment of the agreed valuation specified on the attached list of objects subject to the \$500,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to an object, payment of:
 - (i) such reasonable costs of repairs to an object as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of an object after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$500,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee and all exhibiting venues agree to follow the policies, procedures, techniques and methods with respect to packing, shipping, handling, securing, etc., the objects as described in the application and approved by the Council, or as subsequently modified by the Council.

5. CONDITION REPORTS:

No object shall be considered indemnified under this Certificate until a condition report has been prepared prior to the initial packing or as otherwise approved, during the period of indemnification. The indemnitee further agrees to undertake condition reports upon each occasion of packing and unpacking the object covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$500,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate is made to the owner of an indemnified object which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate, or by the following clause:

In the event of a payment under this Certificate, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$500,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss or damage to an object which is a part of a set, the measure of loss or damage to such object shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said object, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This Certificate shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this indemnification or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this indemnification or the subject thereof, whether before or after a loss or damage.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This Certificate shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the object indemnified hereunder, or any part thereof without prejudice to this Certificate; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property indemnified in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein indemnified.

12. COLLECTION FROM OTHERS:

No payment for loss or damage shall be made hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO AN INDEMNIFIED OBJECT WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) Including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This indemnification shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril indemnified against or otherwise, unless expressly assumed in writing hereon;
- (e) Where an object is shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this Certificate's proportion of any amount (not exceeding the amount indemnified) which the indemnitee and owner may be legally bound to pay to the ship owner

under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to defend the indemnitee and owner against such claim;

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this Certificate it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This indemnification specially to cover an object during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original indemnified destination, the indemnification continues until the object is delivered at such port or place; or, if the object is forwarded to the original indemnified destination or to any other destination this indemnification continues until the object has arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This Certificate shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter indemnified.
 - (v) It is a condition of this Certificate that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

Within thirty (30) calendar days preceding the opening of the exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting venue must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements remain as stated in the application and approved by the Council, or as subsequently modified by the Council, on which this Certificate was issued, and the Director, or corresponding official, of the exhibiting venue must endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of this Certificate not in conflict with the foregoing remain unchanged.

This Certificate is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This Certificate, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate of Indemnity agreement to be signed on the date written below.

Name

Date

Tony Chauveaux
Deputy Chairman for Programs and Partnerships
for
Mary Anne Carter
Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Attachment: List of Indemnified Objects

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.1	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape from Osny</i> , 1883, oil on canvas, 30 1/8 × 39 3/4 in., framed: 38 7/16 × 48 7/16 × 2 5/8 in., Lender Number: MIN 1824			Lender	
12.2	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape from Brittany with Breton Women</i> , 1888, oil on canvas, 35 13/16 × 28 3/8 in., framed: 44 5/8 × 36 3/4 × 3 11/16 in., Lender number: MIN 1826			Lender	
12.3	PAINTING	Paul Gauguin (French, 1848-1903), <i>Breton Girl</i> , 1889, oil on canvas, 28 1/8 × 35 5/8 in., framed: 36 15/16 × 44 11/16 × 2 9/16 in., Lender number: MIN 1827			Lender	
12.4	PAINTING	Paul Gauguin (French, 1848-1903), <i>Tahitian Woman with a Flower</i> , 1891, oil on canvas, 27 3/4 × 18 5/16 in., framed: 39 3/8 × 29 1/2 × 2 15/16 in., Lender number: MIN 1828			Lender	
12.5	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape from Tahiti with Four Figures</i> , 1892, oil on canvas, 35 7/16 × 27 9/16 in., framed: 43 11/16 × 35 7/16 × 2 5/8 in., Lender number: MIN 1829			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.6	PAINTING	Paul Gauguin (French, 1848-1903), <i>Still Life with Onion and Japanese Woodcut</i> , c.1889, oil on canvas, 15 7/8 × 20 1/4 in., framed: 23 5/8 × 27 9/16 × 2 7/16 in., Lender number: MIN 1830			Lender	
12.7	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape from Tahiti</i> , c.1893, oil on canvas, 19 5/16 × 21 1/4 in., framed: 24 11/16 × 26 11/16 × 3 1/16 in., Lender number: MIN 1831			Lender	
12.8	PAINTING	Paul Gauguin (French, 1848-1903), <i>Reclining Tahitian Women</i> , 1894, oil on canvas, 23 5/8 × 38 9/16 in., framed: 30 1/2 × 45 13/16 × 2 11/16 in., Lender number: MIN 1832			Lender	
12.9	PAINTING	Paul Gauguin (French, 1848-1903), <i>Two Children</i> , c.1889, oil on canvas, 18 1/8 × 23 5/8 in., framed: 26 3/16 × 31 7/8 × 2 3/4 in., Lender number: MIN 1833			Lender	
12.10	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape from Tahiti with Nine Figures</i> , 1898, oil on canvas, 36 5/8 × 28 3/4 in., framed: 45 1/2 × 37 15/16 × 3 1/4 in., Lender number: MIN 1834			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.11	PAINTING	Paul Gauguin (French, 1848-1903), <i>Flowers and Cats</i> , 1899, oil on canvas, 36 1/4 × 27 15/16 in., framed: 46 1/4 × 38 3/16 × 2 9/16 in., Lender number: MIN 1835			Lender	
12.12	PAINTING	Paul Gauguin (French, 1848-1903), <i>The Queen's Mill, Østervold</i> , 1885, oil on canvas, 36 7/16 × 28 7/8 in., framed: 43 3/8 × 35 13/16 × 3 1/8 in., Lender number: MIN 1850			Lender	
12.13	PAINTING	Paul Gauguin (French, 1848-1903), <i>French Landscape</i> , 1885, gouache on canvas, 11 × 21 7/8 in., framed: 24 5/8 × 14 15/16 × 1 5/16 in., Lender number: MIN 1950			Lender	
12.14	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape with Tall Trees</i> , 1883, oil on canvas, 28 3/4 × 21 1/4 in., framed: 35 5/8 × 28 1/16 × 2 15/16 in., Lender number: MIN 1963			Lender	
12.15	PAINTING	Paul Gauguin (French, 1848-1903), <i>French Landscape</i> , 1885, gouache on canvas, 5 3/8 × 20 1/2 in., framed: 26 7/16 × 13 9/16 × 1 5/16 in., Lender number: MIN 1973			Lender	
12.16	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape</i> , 1872, oil on paper, 8 9/16 × 11 in., framed: 13 1/16 × 15 9/16 in., Lender number: MIN 2616			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.17	DRAWING	Paul Gauguin (French, 1848-1903), <i>Portrait of Charlotte Flensburg</i> , c.1882, pastel on paper, 13 1/4 × 10 7/16 in., framed: 20 11/16 × 17 1/2 × 2 3/16 in., Lender number: MIN 2793			Lender	
12.18	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape Study</i> , c.1882, oil on canvas, 10 1/16 × 7 7/8 in., framed: 11 5/8 × 9 5/8 × 1 7/8 in., Lender number: MIN 3101			Lender	
12.19	PAINTING	Paul Gauguin (French, 1848-1903), <i>Skaters in Frederiksberg Gardens</i> , 1884, oil on canvas, 25 9/16 × 21 1/4 in., framed: 35 15/16 × 32 1/16 × 4 1/8 in., Lender number: MIN 3213			Lender	
12.20	PAINTING	Paul Gauguin (French, 1848-1903), <i>The Road to Rouen II</i> , 1885, oil on canvas, 22 7/16 × 15 3/4 in., framed: 31 3/16 × 24 5/8 × 4 7/16 in., Lender number: MIN 3231			Lender	
12.21	DRAWING	Paul Gauguin (French, 1848-1903), <i>Portrait of Mette Gad</i> , c.1873, pencil on paper, 3 3/8 × 2 3/8 in., framed: 4 11/16 × 3 11/16 × 3/8 in., Lender number: MIN 3232			Lender	
12.22	PAINTING	Paul Gauguin (French, 1848-1903), <i>Sailing Vessel in Moonlight</i> , 1878, oil on canvas, 21 1/4 × 36 7/16 in., framed: 29 1/16 × 44 3/4 × 4 in., Lender number: MIN 3653			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.23	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape from Viroflay</i> , 1875, oil on canvas, 18 1/8 × 13 in., framed: 26 9/16 × 21 1/16 × 3 1/8 in., Lender number: MIN 3595			Lender	
12.24	PAINTING	Paul Gauguin (French, 1848-1903), <i>Garden in Snow</i> , c.1883, oil on canvas, 23 5/8 × 19 11/16 in., framed: 31 1/2 × 27 1/2 × 1 13/16 in., Lender number: SMK 2019			Lender	
12.25	PAINTING	Paul Gauguin (French, 1848-1903), <i>Figures in Garden</i> , c.1881, oil on canvas, 34 1/4 × 44 7/8 in., framed: 41 15/16 × 52 15/16 × 3 9/16 in., Lender number: SMK 3098			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.26	PAINTING	Paul Gauguin (French, 1848-1903), <i>Landscape from Pont-Aven, Brittany</i> , 1888, oil on canvas, 35 5/8 × 27 15/16 in., framed: 42 9/16 × 35 × 3 1/8 in., Lender number: SMK 3142			Lender	
12.27	PAINTING	Paul Gauguin (French, 1848-1903), <i>Still Life with Flowers</i> , 1882, oil on canvas, 22 7/16 × 27 9/16 in., framed: 29 7/16 × 34 13/16 × 2 3/16 in., Lender number: SMK 3147			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.28	PAINTING	Paul Gauguin (French, 1848-1903), <i>Woman Sewing</i> , 1880, oil on canvas, 45 1/16 × 31 5/16 in., framed: 60 9/16 × 47 1/16 × 2 3/4 in., Lender number: SMK 3453			Lender	
12.29	PAINTING	Paul Gauguin (French, 1848-1903), <i>Garden in Snow</i> , 1879, oil on canvas, 16 5/16 × 19 5/16 in., framed: 22 1/8 × 25 1/4 × 2 7/8 in., Lender number: SMK 3567			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.30	PAINTING	Paul Gauguin (French, 1848-1903), <i>Coast at Dieppe</i> , 1885, oil on canvas, 28 1/8 × 28 1/8 in., framed: 38 7/16 × 38 7/16 × 2 3/16 in., Lender number: SMK 3568			Lender	
12.31	CERAMIC	from Collection of Paul Gauguin, <i>Green Vase</i> , 1870s, glazed stoneware, 9 7/16 × 5 7/8 × 5 7/8 in., Lender number: MIN 3436			Lender	
12.32	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Jar with Breton Girl and Sheep</i> , 1886-87, unglazed stoneware decorated with colored slips, 6 5/16 × 8 7/16 × 7 1/2 in., Lender number: MIN 3545			Lender	
12.33	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Jug with Delacroix Motif of Algerian Horseman</i> , 1886-87, unglazed stoneware decorated with slip, glaze and gold, 7 1/16 × 6 1/2 × 6 1/8 in., Lender number: MIN 3546			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.34	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Jug with Seated Shepherd Girl, Lamb and Goose</i> , 1886-87, glazed stoneware, 7 5/16 × 6 5/16 × 5 1/2 in., Lender number: MIN 3547			Lender	
12.35	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Double-vessel with Breton Girl, Sheep and Geese</i> , 1886-87, unglazed stoneware decorated with slips, 5 5/16 × 7 1/16 × 3 9/16 in., Lender number: MIN 3548			Lender	
12.36	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Vase with Motifs from Cézanne's 'La Moisson'</i> , 1886-87, unglazed stoneware decorated with slip and gold, 6 1/2 × 5 11/16 × 5 1/8 in., Lender number: MIN 3549			Lender	
12.37	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Vase with Dancing Woman, Tree and Sheep</i> , 1886-87, unglazed stoneware decorated with slip and glaze, 5 1/8 × 3 15/16 × 3 15/16 in., Lender number: MIN 3550			Lender	
12.38	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Pot with Three Breton Girls and Geese</i> , 1886-87, unglazed stoneware decorated with slip, glaze and gold, 5 7/8 × 5 1/2 × 5 1/2 in., Lender number: MIN 3551			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.39	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Vase in the Shape of a Woman with a Snake Belt</i> , 1887-88, unglazed stoneware decorated with slip, glaze and gold, 10 1/4 × 6 5/16 × 4 5/16 in., Lender number: MIN 3552			Lender	
12.40	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Portrait-Head of Martinique Woman with Kerchief</i> , 1887-88, unglazed stoneware decorated with slips, 8 7/8 × 5 1/8 × 6 7/8 in., Lender number: MIN 3553			Lender	
12.41	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Bottle with Two Small Half-Masks</i> , 1887-88, glazed stoneware with areas outlined in gold, 8 7/16 × 3 9/16 × 3 9/16 in., Lender number: MIN 3554			Lender	
12.42	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Vase with Three Gourd-like Bowls, One with Breton Boy</i> , 1887-88, glazed stoneware with touches of gold, 6 7/8 × 5 1/8 × 5 1/8 in., Lender number: MIN 3555			Lender	
12.43	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Double-Vessel with Mask of Woman</i> , 1887-88, glazed stoneware with touches of gold, 7 11/16 × 5 1/8 × 5 7/8 in., Lender number: MIN 3556			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.44	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Pot in the Shape of a Grotesque Head</i> , 1893-95, glazed stoneware, 7 7/8 × 9 13/16 × 5 1/2 in., Lender number: MIN 3654			Lender	
12.45	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Vase in the Shape of a Head</i> , 1893-95, glazed stoneware, 6 1/8 × 9 13/16 × 6 5/16 in., Lender number: MIN 3655			Lender	
12.46	CERAMIC	Paul Gauguin (French, 1848-1903), <i>Pot in the Shape of a Grotesque Head</i> , 1893-95, glazed stoneware, 7 7/8 × 9 13/16 × 5 1/2 in., Lender number: MIN 3656			Lender	
12.47	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Chanteuse</i> , 1880, wood (mahogany), plaster, paint and gilt, 20 7/8 × 20 7/8 × 5 1/8 in., Lender number: MIN 3230			Lender	
12.48	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Reclining Woman with a Fan</i> , 1889, wood (oak) and paint, 13 3/4 × 17 11/16 × 1 9/16 in., Lender number: MIN 1909			Lender	
12.49	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Woman with Mangoes</i> , 1889, wood (oak) and paint, 11 13/16 × 19 5/16 × 1 9/16 in., Lender number: MIN 1781			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.50	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Eve with the Serpent and other Animals</i> , 1889, wood (oak) and paint, 13 11/16 × 8 1/16 × 1 1/8 in., Lender number: MIN 2614			Lender	
12.51	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Fruit Basket, part of a Newel Post</i> , c.1875, wood (oak) and paint, 13 9/16 × 8 7/8 × 9 1/16 in., Lender number: MIN 3432			Lender	
12.52	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Plank, part of a Newel Post</i> , c.1875, wood (oak) and paint, 18 7/8 × 5 1/2 × 1 15/16 in., Lender number: MIN 3433			Lender	
12.53	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Plank, part of a Newel Post</i> , c.1875, wood (oak) and paint, 19 5/16 × 5 11/16 × 2 3/16 in., Lender number: MIN 3434			Lender	
12.54	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Plank, part of a Newel Post</i> , c.1875, wood (oak) and paint, 19 1/8 × 4 15/16 × 2 3/16 in., Lender number: MIN 3435			Lender	
12.55	SCULPTURE	Paul Gauguin (French, 1848-1903), <i>Pape moe (Mysterious Water)</i> , 1894, wood (oak) and paint, 32 1/16 × 24 7/16 × 1 15/16 in., Lender number: MIN 3633			Lender	

Question 12: Identification and U.S. Dollar Value of Non-United States-Owned Objects Requested for Indemnity

No.	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.56	PAINTING	Camille Pissarro (Danish-French, 1830-1903), <i>Landscape from the Pontoise Area. Peasant Walking Along a Path</i> , c.1880, tempera on canvas, 11 13/16 × 8 11/16 in., framed: 21 1/4 × 16 15/16 × 1 in., Lender number: SMK 3573	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.57	PAINTING	Camille Pissarro (Danish-French, 1830-1903), <i>Landscape from the Pontoise Area. Peasant Walking Along a Path</i> , 1878, oil on canvas, 28 3/4 × 21 1/4 in., framed: 36 1/8 × 28 3/4 × 3 3/4 in., Lender number: SMK 3574			[REDACTED]	
TOTAL APPROVED FOR INDEMNITY (QUESTION 12):						\$271,198,815

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Paul Gauguin: The Art of Invention
F-1409-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the St. Louis Art Museum and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$271,198,815 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: June 25, 2019 to October 15, 2019, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$200,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$200,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
- (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

12. Object Identification and Valuation of Foreign-Owned Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value		
12.1	Relief	Unknown Royal Lion Hunt 875 - 860 B.C. Gypsum 38 9/16 × 54 15/16 × 9 1/16 in. Inv. #:AN 1849,1222.8 / 124579	[REDACTED]		Lender	[REDACTED]		
12.2	Relief	Unknown Celebration after a Bull Hunt 875 - 860 B.C. Gypsum 36 5/8 × 88 9/16 × 3 9/16 in. Inv. #:AN 1849,1222.18/ 124533					Lender	
12.3	Relief	Unknown Camel Rider 728 B.C. Gypsum 46 7/16 × 69 × 4 in., 1323 lb. Inv. #:AN 1849,1222.11 / 118878					Lender	

12. Object Identification and Valuation of Foreign-Owned Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.4	Relief	Unknown Attack on an Enemy Town 730 - 727 B.C. Gypsum 42 15/16 × 83 1/16 × 5 1/8 in., 1311 lb. Inv. #:AN 1880,0130.7 / 115634; AN 1848,1104.4 / 118903			Lender	
12.5	Relief	Unknown Head of a Bearded Man 710 - 705 B.C. Gypsum 24 7/16 × 20 7/8 × 4 15/16 in. Inv. #:AN 1847,0702.11 / 118830			Lender	
12.6	Relief	Unknown Head of a Eunuch 710 - 705 B.C. Gypsum 25 3/16 × 20 7/8 × 4 3/4 in. Inv. #:AN 1847,0702.4 / 118816			Lender	

12. Object Identification and Valuation of Foreign-Owned Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.7	Relief	Unknown Battle of Til-Tuba 660 - 650 B.C. Gypsum 220 1/16 × 214 15/16 x 6 13/16 in., 4103 lb. Inv. #:ME 1851,0902.8.a / 124579,a; ME 1851,0902.8.b / 124579,b; ME 1851,0902.8.c / 124579,c			Lender	
12.8	Relief	Unknown The Banquet Scene 645 - 635 B.C. Gypsum 23 × 55 × 6 in. Inv. #:AN 1856,0909.53 / 124920			Lender	
12.9	Relief	Unknown The Killing of Lions 645 - 640 B.C. Gypsum 125 9/16 × 103 15/16 x 6 11/16 in., 3545 lb. Inv. #:AN 1856,0909.51 / 124887; AN 1856,0909.51 / 124886			Lender	

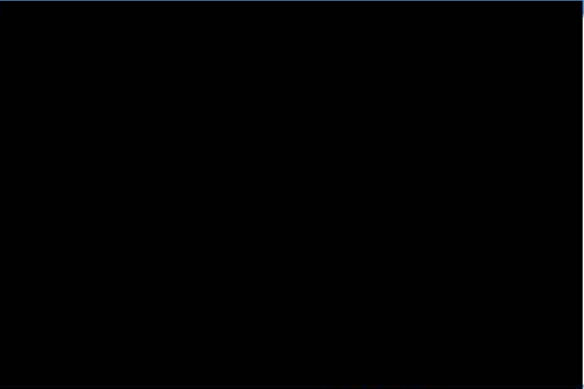
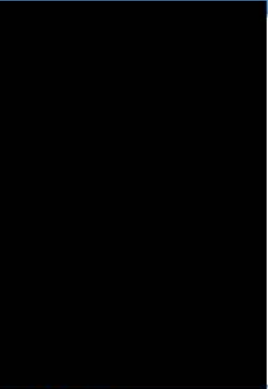

12. Object Identification and Valuation of Foreign-Owned Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value			
12.10	Relief	Unknown Lions in a Garden 645 - 640 B.C. Gypsum 38 9/16 × 70 1/16 × 3 15/16 in., 1469 lb. Inv. #:AN 1856,0909.23 / 118914, a & b	[REDACTED]	[REDACTED]	Lender	[REDACTED]			
12.11	Relief	Unknown Protective Spirits - The Great Lions and the Lion Man 645 - 640 B.C. Gypsum 57 1/2 × 43 5/16 × 4 5/16 in., 1239 lb. Inv. #:AN 1856,0909.25 / 118912			[REDACTED]		[REDACTED]	Lender	[REDACTED]
12.12	Relief	Unknown The Humiliation of Elamite Kings 645 - 635 B.C. Gypsum 22 × 27 × 6 in. Inv. #:AN 1856,0909.55 / 124794						[REDACTED]	

12. Object Identification and Valuation of Foreign-Owned Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.13	Relief	Unknown Female Musician 645 - 635 B.C. Gypsum 5 3/4 × 4 1/2 × 3 3/4 in. Inv. #:AN 1969,0416.3 / 135117			Lender	
12.14	Relief	Unknown Male Servant 645 - 635 B.C. Gypsum 8 7/16 × 7 × 4 3/4 in. Inv. #:AN 1969,0416.5 / 135119			Lender	
12.15	Relief	Unknown Beardless Musician 645 - 635 B.C. Gypsum 5 3/16 × 3 7/8 × 2 3/4 in. Inv. #:AN 1969,0416.6 / 135120			Lender	

12. Object Identification and Valuation of Foreign-Owned Objects

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Value	Approved Indemnified U.S. Dollar Value
12.16	Relief	Unknown The Garden of Ashurbanipal 645 - 635 B.C. Gypsum 67 × 21 × 6 in., 1157 lb. Inv. #:AN 1856,0909.56 / 124922			Lender	
Updated 4-11-19		TOTAL APPROVED FOR INDEMNITY FOR QUESTION 12			\$217,860,000	

**CERTIFICATE OF INDEMNITY
FOR AN EXHIBITION KNOWN AS
Assyria: Classical World in Context
F-1411-19 (International Indemnity)**

Under authority of the Arts and Artifacts Indemnity Act (P.L. 94-158) as amended, and in accordance with the provisions thereof, the Federal Council on the Arts and the Humanities (hereinafter "Council"), on behalf of the United States of America agrees to indemnify the The J. Paul Getty Museum and the owners named on the attached list, as appropriate, against loss or damage to items while on exhibition as set forth below, and described in the attached list. The total amount of indemnity shall not exceed \$271,410,000 (United States dollars), each item being insured at the agreed value stated on the attached list. Losses and damages payable in United States dollars only.

Time Period of Indemnification: February 3, 2020 to May 29, 2020, inclusive.

This Certificate is effective from 12:01 a.m. Greenwich Time (all references to time herein refer to Greenwich Time) on the earlier date specified until the termination date described in Section 1160.3(j) of Regulations under the Arts and Artifacts Indemnity Act (P.L. 94-158) published in the Federal Register October 2, 1991 as part of Title 45 of the Code of Federal Regulations, which are hereinafter referred to as "the Regulations." Section 1160.3(j) of the Regulations reads as follows:

"'Termination date' means the date thirty (30) calendar days after the date specified in the indemnity Certificate by which an indemnified item is to be returned to the place designated by the lender or the date on which the item is actually so returned, whichever date is earlier. (In museum terms this means wall-to-wall coverage.) After 11:59 p.m. on the termination date, the item is no longer covered by the indemnity agreement unless an extension has theretofore been requested by the indemnitee and granted in writing by the Council."

This Certificate indemnifies against all risks of physical loss or damage from any external cause except normal wear and tear, inherent vice, or damage sustained due to or resulting from any repairing, restoration or retouching process.

1. CLAIM PAYMENT:

If, while on exhibition, as defined in S 1160.3(e) and described in the application for indemnification, any indemnified item(s) is lost, destroyed, stolen or suffers damage from any external cause excepting normal wear and tear, the indemnitee, on behalf of the owner(s), shall file a claim (including agreement to Federal indemnity and to the US dollar values assigned to the item in the Certificate of Indemnity), with the Council under the terms of the Arts and Artifacts Indemnity Act for compensation (United States dollars) to be paid to the indemnitee on behalf of the owner or owners (hereinafter called the "owner"), who are identified on the attached list as follows:

- (a) In the case of total loss or destruction of the item(s), payment of the agreed valuation specified in the attached list of objects subject to the \$200,000 deductible amount provided by law;
- (b) In the case of partial loss or damage to the item(s), payment of:
 - (i) such reasonable costs of repairs to the item(s) as agreed upon by the owner and the indemnitee, or in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law; and
 - (ii) an amount equal to any reduction in the fair market value of the item(s) after repair, as agreed upon by the owner and the indemnitee or, in default of agreement, as determined by an appraiser mutually acceptable to the owner and the indemnitee, subject to the \$200,000 deductible amount provided by law.

The indemnitee, before receiving such compensation, will be required to obtain a document from the owner releasing the Council from liability, and to agree to pay such compensation over to the owner who is entitled thereto.

2. APPRAISAL PROCEDURES:

In the event of a disagreement between the Council and the indemnitee regarding claims relating to partial loss, damage or reductions in fair market value as a result thereof, the arbitration and appraisal procedures described in Section 1160.10 of the Regulations shall apply.

3. CLAIM CERTIFICATION:

In the event of total loss or claims in which the Council is in agreement, or which have been resolved through arbitration proceedings with respect to the amount of partial loss, damage or reduction in fair market value as a result thereof, the Council shall certify the validity of the claim and the amount of such loss, damage, or reduction in fair market value as a result thereof, to the Speaker of the House of Representatives and the President pro tempore of the Senate, in accordance with the provisions of the Arts and Artifacts Indemnity Act.

4. INDEMNITEE RESPONSIBILITIES:

The indemnitee agrees to follow the policies, procedures, techniques and methods with respect to packing, shipping, etc., as described in the Application for Indemnification, unless modified by the Council.

5. CONDITION REPORTS:

No item shall be considered indemnified under this agreement until a condition report has been prepared prior to the initial packing, during the period of indemnification for the exhibition. The indemnitee further agrees to make condition reports upon each occasion of packing and unpacking the items covered during the period of indemnification.

6. SUBROGATION AND LOSS BUY BACK PROVISION:

(Note: see next page, *6, for Subrogation for Sovereigns)

In the event of any payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than an indemnitee, participating institution(s) (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be sold at public auction. The owner shall have the right to repurchase from the Council property of the owner that is recovered for the amount paid to the owner for the loss, plus an amount which represents loss adjustment and recovery expenses. Any money recovered under this subrogation provision shall be apportioned as follows:

- (a) The Council shall be reimbursed to the extent of its actual payment hereunder;
- (b) Payment shall next be made out of amounts remaining from said sale to any interest having paid any portion of the \$200,000 deductible amount provided by law in an amount not to exceed such interest's actual payment;
- (c) If any balance then remains unpaid, it shall be applied to reimburse the indemnitee.

The expenses of all such recovery and sale proceedings shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

*6. SUBROGATION AND LOSS BUY BACK PROVISION FOR SOVEREIGNS:

If payment under this Certificate of Indemnity is made to the owner of an insured work which owner is a sovereign or the agent of a sovereign, said owner can elect to be covered either by clause 6 "Subrogation" of the Certificate of Indemnity, or by the following clause:

In the event of a payment under this Certificate of Indemnity, the Council shall be subrogated to all the indemnitee's and owner's right of recovery therefor against any person or organization other than the indemnitee, participating institutions (as listed above), their trustees, officers, employees and agents, all of whom shall be liable only for willful misconduct and gross negligence; and the indemnitee and owner shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. If the rights secured result in the recovery of property other than money, such property shall be returned to the owner and the owner shall pay to the Council:

- (a) the amount previously paid by the Council to the owner;
- (b) any amounts paid by the Council, the indemnitee or others as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The costs of recovering the property shall be paid by the indemnitee (or participating institution, as appropriate) as part of the \$200,000 deductible amount provided by law under the Arts and Artifacts Indemnity Act.

The expenses of such recovery shall be apportioned in the ratio of respective recoveries, except that the United States of America shall not be reimbursed its expenses as sovereign in conducting its general police, judicial and diplomatic business. If there is no recovery in proceedings conducted solely by the Council, it shall bear the expenses thereof.

7. PAIR AND SET:

It is understood that, in the event of loss of, or damage to, any articles which are a part of a set, the measure of loss of or damage to such articles shall be a reasonable and fair proportion of the total value of the set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of set.

8. MISREPRESENTATION AND FRAUD:

This agreement shall be void if the indemnitee or owner has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud or false swearing by the indemnitee or owner touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

9. EXAMINATION UNDER OATH:

The indemnitee and the owner shall submit, and so far as is within his or their power shall cause all other persons connected in any way with the indemnified exhibition and members of the household and employees to submit to examinations under oath by any persons named by the Council, relative to any and all matter in connection with a claim and subscribe the same; and produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Council or its representatives, and shall permit extracts and copies thereof to be made.

10. NO BENEFIT TO BAILEE:

This agreement shall in no way inure directly or indirectly to the benefit of any carrier or other bailee.

11. SUE AND LABOR:

In case of loss or damage, it shall be lawful and necessary for the indemnitee or owner, his or their factors, servants and assigns, to sue, labor, and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this indemnification agreement; nor shall the acts of the indemnitee or owner or the Council, in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of abandonment to the charge whereof the Council will contribute according to the rate and quantity of the sum herein insured.

12. COLLECTION FROM OTHERS:

No loss shall be paid hereunder if the indemnitee or owner has collected the same from others.

13. THE FOLLOWING CONDITIONS SHALL APPLY TO THE INSURED PROPERTY WHILE IN WATERBORNE OR AIRBORNE TRANSIT OVERSEAS:

- (a) including transit by craft and lighter to and from the vessel. Each craft and lighter to be deemed a separate insurance. The indemnitee and owner are not to be prejudiced by any agreement exempting lightermen from liability;
- (b) This insurance shall not be vitiated by an unintentional error in description of vessel, voyage or interest, or by deviation, over-carriage, change of voyage, transshipment, or any other interruption of the ordinary course of transit, from causes beyond the control of the indemnitee and owner. It is agreed, however, that any such error, deviation or other occurrence mentioned above shall be reported to the Council as soon as known to the indemnitee and owner;
- (c) General average and salvage charges payable according to United States laws and usage and as per foreign statement and as per York Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment;
- (d) Warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by peril insured against or otherwise, unless expressly assumed in writing hereon;
- (e) Where goods are shipped under a Bill of Lading containing the so-called "both to blame collision" clause, the Council agrees as to all losses covered by this defend the indemnitee and owner against such claim;

agreement's proportion of any amount (not exceeding the amount insured) which the indemnitee and owner may be legally bound to pay to the ship owners under such clause. In the event that such liability is asserted the indemnitee and owner agree to notify the Council who shall have the right at its own cost and expense to

- (f) Marine extension clause: Notwithstanding anything to the contrary contained in or endorsed on this agreement it is understood and agreed that the following terms and conditions shall apply to all shipments which become a risk hereunder:
 - (i) This insurance specially to cover the goods during:
 - (aa) Deviation, delay, forced discharged, reshipment and transshipment; and
 - (bb) Any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
 - (ii) In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are delivered at such port or place; or, if the goods are forwarded to the original insured destination or to any other destination this insurance continues until the goods have arrived at the place designated by the owner.
 - (iii) Held covered in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
 - (iv) This agreement shall in no case be deemed to extend to cover loss, damage, or expense proximately caused by decay or inherent vice or nature of the subject matter insured.
 - (v) It is a condition of this agreement that there shall be no interruption or suspension of transit unless due to circumstances beyond the control of owner and indemnitee.

14. SECURITY PROVISIONS:

The security provisions shall be as stated in the approved indemnity application. Within thirty days preceding the opening of an indemnified exhibition to the public, the Chief of Security, or corresponding official, of the exhibiting museum must submit to the Federal Council on the Arts and the Humanities, c/o Indemnity Administrator, National Endowment for the Arts, 400 7th Street, SW, Washington, D.C. 20506, a letter certifying that the security arrangements are still as stated in the application on which this Certificate was issued, and the Director or corresponding official of the exhibiting museum shall endorse said letter by signing it.

Failure to comply with the arrangements for security as stated will be deemed "willful misconduct" or "gross negligence" as those terms are used in Clause 6 "Subrogation and Loss Buy Back Provision."

All other terms and conditions of the agreement not in conflict with the foregoing remain unchanged.

This Certificate of Indemnity is issued under and is subject to the provisions of the Arts and Artifacts Indemnity Act and the Regulations.

This agreement, under authority of Section 4(c) of the Arts and Artifacts Indemnity Act, pledges the full faith and credit of the United States to pay any amount (United States dollars) for which it becomes liable in accordance with the above provisions.

In witness whereof, the Federal Council on the Arts and the Humanities has caused this Certificate to be signed on the date written below.

Mary Anne Carter
Acting Chairman
National Endowment for the Arts
and
Member
Federal Council on the Arts and the Humanities

Date

Attachment: List of Indemnified Items

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value						
12.1	Sculpture	Unknown Statuette with two Deities Holding a Vase with Jets of Water about 2000 - 1600 B.C. Iddingsitised periodtite 8 13/16 × 7 1/2 × 4 5/16 in.			Lender							
12.2	Sculpture	Unknown Lamp Cover Decorated with Interlacing Snakes about 2150 - 2000 B.C. Soapstone 4 7/16 × 2 15/16 × 1/2 in.						Lender				
12.3	Vessel	Unknown Bovids in their stable about 3400 - 3100 B.C. Limestone 5 7/8 × 9 5/8 × 1/2 in.									Lender	
12.4	Sculpture	Unknown Kudurru, Fragment of Stele of King Mlishipak II: Enclosing Wall and Boat 1186 - 1172 B.C. Alabaster 18 7/8 × 16 3/4 × 18 1/2 in.										

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value						
12.5	Sculpture	Unknown Praying Man about 2900–2340 B.C. Gypsum; bitumen 4 15/16 × 3 1/16 × 2 3/8 in.			Lender							
12.6	Sculpture	Unknown Box Decorated with Snakes about 2150 - 1600 B.C. Terracotta 3 1/8 × 6 11/16 × 1 3/4 in.						Lender				
12.7	Relief	Unknown Fragment of a Stele of Prince Gudeau: Bearer of a Foundation Nail about 2120 B.C. Limestone 7 11/16 × 7 11/16 × 1 9/16 in.									Lender	
12.8	Plaque	Unknown Votive Plaque in the Shape of a Beard Dedicated to the God Shara about 2600 - 2340 B.C. Gold 3 3/8 × 2 5/8 × 13/16 in.										

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar			
12.9	Plaque	Unknown Bull attacked by a Lion about 2900 - 2340 B.C. Shell 2 3/4 × 1 15/16 × 1/4 in.			Lender				
12.10	Tablet	Unknown "Enki and Ninmah," the Sumerian Myth of the Creation of Man about 2000 - 1600 B.C. Terracotta 5 5/8 × 4 1/4 × 1 7/16 in.						Lender	
12.11	Sculpture	Unknown Kudurru of Melishipak II Commemorating a Gift of Land to his Son 1186 - 1172 B.C. Limestone 25 9/16 × 11 13/16 × 7 1/2 in.						Lender	
12.12	Seal	Unknown Worshipper Before a Divine Statue 6th century B.C. Lapis lazuli 3 5/16 × 1 5/16 × 1 5/16 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar			
12.13	Vase	Unknown Cultic Vessel called the "Vase of Enmetena" about 2420 B.C. Copper alloy 13 3/4 × 7 1/16 × 7 1/16 in.			Lender				
12.14	Sculpture	Unknown Head of a God about 2150 - 2000 B.C. Terracotta 4 1/4 × 2 1/2 × 2 1/4 in.						Lender	
12.15	Sculpture	Unknown Statuette of a Bull about 3100 - 2900 B.C. Black limestone 5 × 8 3/4 × 3 3/8 in.						Lender	
12.16	Sculpture	Unknown Cone for a Wall Decoration (cone mosaic) about 4000—2900 B.C. Terracotta 5 1/4 × 1 1/2 × 1 1/2 in.						Lender	
12.17	Sculpture	Unknown Cone for a Wall Decoration (cone mosaic) about 4000—2900 B.C. Terracotta 5 1/4 × 1 1/2 × 1 1/2 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
12.18	Sculpture	Unknown Cone for a Wall Decoration (cone mosaic) about 4000–2900 B.C. Terracotta 5 1/4 × 1 1/4 × 1 1/4 in.			Lender	
12.19	Sculpture	Unknown Cone for a Wall Decoration (cone mosaic) about 4000 - 2900 B.C. Terracotta 5 1/4 × 1 1/2 × 1 1/2 in.			Lender	
12.20	Sculpture	Unknown Cone for a Wall Decoration (cone mosaic) about 4000 - 2900 B.C. Terracotta 5 1/4 × 2 × 2 7/16 in.			Lender	
12.21	Sculpture	Unknown Statuette of a Female Worshipper Holding a Branch in her Left Hand about 2450 B.C. Alabaster 7 5/8 × 4 1/8 × 4 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.22	Plaque	Unknown Goddess about 2000 - 1760 B.C. Alabaster 5 3/16 × 1 3/4 × 9/16 in.			Lender	
12.23	Plaque	Unknown Divinity in Front of a Sanctuary about 2000 - 1600 B.C. Terracotta 3 3/4 × 2 11/16 × 3/8 in.			Lender	
12.24	Implement	Unknown Pivot stone about 2150 - 2000 B.C. Limestone 15 3/4 × 10 × 4 in.			Lender	
12.25	Implement	Unknown Door hinge bearing about 2150 - 2000 B.C. Copper alloy 3 1/16 × 5 7/8 × 3 1/16 in.			Lender	
12.26	Plaque	Unknown Plaque for the Decoration of a Door about 934—610 B.C. Bronze 4 × 4 × 5/16 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.27	Plaque	<p>Unknown</p> <p>Plaque for the Decoration of a Door about 934 – 610 B.C. Bronze 3 1/8 x 2 x 1/8 in.</p>			Lender	
12.28	Plaque	<p>Unknown</p> <p>Plaque for the Decoration of a Door about 934 - 610 B.C. Bronze 4 x 8 1/2 x 1/8 in.</p>			Lender	
12.29	Plaque	<p>Unknown</p> <p>Plaque for the Decoration of a Door about 934 – 610 B.C. Bronze 4 15/16 x 6 5/8 x 1/8 in.</p>			Lender	
12.30	Plaque	<p>Unknown</p> <p>Plaque for the Decoration of a Door about 934 – 610 B.C. Bronze 4 x 11 x 1/8 in.</p>			Lender	
12.31	Plaque	<p>Unknown</p> <p>Plaque for the Decoration of a Door about 934 - 610 B.C. Bronze 3 3/8 x 14 9/16 x 1/8 in.</p>			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
12.32	Implement	Unknown Winged Genius Carrying an Ibex about 934 - 610 B.C. Gold 3 9/16 × 2 15/16 × 1/8 in.			Lender	
12.33	Sculpture	Unknown Statuette of a Bull with a Human Head about 2150 - 2000 B.C. Chlorite 4 3/4 × 5 7/8 × 3 1/8 in.			Lender	
12.34	Tablet	Unknown Foundational Tablet of Khorsabad about 934 - 610 B.C. Bronze 7 1/2 × 4 3/4 × 3/16 in.			Lender updated per Getty 1-22-20	
12.35	Sculpture	Unknown Offering Stand about 2500 - 2150 B.C. Terracotta 12 5/8 × 6 9/16 × 6 9/16 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12.36	Sculpture	Unknown Libation on an Offering Stand Facing an Enthroned God about 2000 - 1600 B.C. Limestone 33 3/16 × 24 3/16 × 5 5/16 in.			Lender				
12.37	Sculpture	Unknown Fragment of stele: fortress (front); winged genius (back) about 934 - 610 B.C. Gypsum limestone 12 × 15 3/8 × 2 3/4 in.						Lender	
12.38	Sculpture	Unknown Foundation Deposit of Ur-Bau of Lagash Peg about 2150 B.C. Copper alloy 11 1/2 × 2 × 3 in.						Lender	
12.39	Tablet	Unknown Foundation Deposit of Ur-Bau of Lagash Tablet about 2150 B.C. Limestone 12 × 10 × 15/16 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12.40	Sculpture	Unknown Foundation Deposit of Ur-Bau of Lagash Jar about 2150 B.C. Clay 11 1/2 × 8 × 8 in.			Lender				
12.41	Sculpture	Unknown Prince Satam Praying about 2400 B.C. Limestone 10 5/8 × 5 7/8 × 3 7/16 in.						Lender	
12.42	Relief	Unknown Relief of a Winged Nude Goddess Standing on Ibexes about 2000 - 1763 B.C. Terracotta 8 1/16 × 4 1/2 × 1 1/4 in.						Lender	
12.43	Vessel	Unknown Vessel about 4000 - 2900 B.C. Black marble 6 5/16 × 8 7/16 × 8 7/16 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
12.44	Sculpture	Unknown Statuette of a Dog Dedicated to the Goddess Ninisina 1894 - 1866 B.C. Soapstone 2 3/4 × 4 1/2 × 1 1/2 in.	[REDACTED]	[REDACTED]	Lender	[REDACTED]
12.45	Tablet	Unknown Proto-cuneiform Administrative Tablet about 3100 B.C. Clay 1 3/4 × 2 13/16 × 9/16 in.			Lender	
12.46	Jewelry	Unknown Jewelry about 934 - 610 B.C. Chalcedony; cornelian 2 5/8 × 1 3/8 × 2 3/4 in.			Lender	
12.47	Jewelry	Unknown Jewelry about 934 - 610 B.C. Chalcedony; cornelian 2 5/8 × 1 3/8 × 2 3/4 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value						
12.48	Sculpture	Unknown Model of a Liver for Divination about 2000 - 1600 B.C. Clay 2 3/4 × 2 5/8 × 1 3/8 in.			Lender							
12.49	Seal	Unknown Worship of a Divinity about 1000 - 539 B.C. Cornelian; gold 1 1/8 × 1/2 × 1/2 in.						Lender				
12.50	Text	Unknown Bilingual Lexical Text with Colophon from the Library of King Ashurbanipal 668 - 627 B.C. Terracotta 7 1/16 × 3 15/16 × 1 1/4 in.									Lender	
12.51	Seal	Unknown King Etana Ascending to Heaven on an Eagle about 2340 - 2150 B.C. Shell 1 9/16 × 1 × 1 in.										

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
12.52	Plaque	Unknown King Gilgamesh Killing the Monster Humbaba about 2000 - 1600 B.C. Terracotta 1 7/8 × 2 9/16 × 9/16 in.			Lender	
12.53	Text	Unknown Essay, Written by a Professor, Describing Life about 2000 - 1600 B.C. Raw earth 3 7/8 × 2 1/2 × 1 3/16 in.			Lender	
12.54	Sculpture	Unknown Model of a Chariot about 2900 - 2340 B.C. Copper alloy 2 1/2 × 8 9/16 × 2 in.			Lender	
12.55	Relief	Unknown Relief Plaque of a Carpenter about 2000 - 1600 B.C. Terracotta 3 5/16 × 3 1/16 × 1/2 in.			Lender	
12.56	Tablet	Unknown The Myth of Enki Establishing World Order about 2000 - 1794 B.C. Terracotta 4 3/4 × 2 1/2 × 1 1/4 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar			
12.57	Seal	Unknown Gilgamesh Putting to Death the Heavenly Bull about 1000 - 539 B.C. Cornelian 15/16 × 1/2 × 1/2 in.			Lender				
12.58	Sculpture	Unknown Statuette of the Demon Pazuzu about 934 - 610 B.C. Bronze 5 7/8 × 3 3/8 × 2 3/16 in.						Lender	
12.59	Seal	Unknown Scene of a Banquet and Animal Combat about 2900 - 2340 B.C. Shell 1 5/8 × 11/16 × 11/16 in.						Lender	
12.60	Seal	Unknown Palm Trees and Animal Combat about 1400 - 934 B.C. Red and black jasper 1 15/16 × 1/2 × 1/2 in.						Lender	
12.61	Tablet	Unknown Tablet in its envelope: marriage contract 1830 - 1813 B.C. Raw earth 4 13/16 × 2 9/16 × 1 1/4 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12.62	Text	Unknown Topographical Map of a Mountainous Region about 1000 - 539 B.C. Raw earth 4 3/4 × 2 15/16 × 1 1/8 in.			Lender				
12.63	Text	Unknown Combination of Astronomical, Astrological, and Religious Observations about 1000 - 539 B.C. Terracotta 4 5/8 × 2 3/16 × 7/8 in.						Lender	
12.64	Jewelry	Unknown Jewelry about 2600 B.C. Gold; cornelian; lapis-lazuli 1/2 × 1/2 × 13 3/8 in.						Lender	
12.65	Jewelry	Unknown Jewelry about 2600 B.C. Gold; cornelian; lapis-lazuli 1/2 × 1/8 × 12 5/8 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.66	Jewelry	Unknown Jewelry about 2600 B.C. Gold 1 1/4 × 1/8 × 21 1/4 in.			Lender	
12.67	Jewelry	Unknown Jewelry about 2600 B.C. Gold; cornelian; lapis-lazuli 1/8 × 1/8 × 12 5/8 in.			Lender	
12.68	Plaque	Unknown Embracing Couple about 2000 - 1600 B.C. Terracotta 4 5/16 × 2 1/2 × 11/16 in.			Lender	
12.69	Seal	Unknown Cylinder Seal of Ishma-ilum, Prince of Kisik about 2900 - 2340 B.C. Lapis lazuli 1 7/16 × 7/8 × 7/8 in.			Lender	
12.70	Weight	Unknown Weight about 2150 - 2000 B.C. Diorite 1 9/16 × 2 7/8 × 1 15/16 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar			
12.71	Weight	Unknown Weight about 2150 - 2000 B.C. Diorite 1 9/16 × 2 7/8 × 1 15/16 in.			Lender				
12.72	Weight	Unknown Weight about 2150 - 2000 B.C. Diorite 1 9/16 × 2 7/8 × 1 15/16 in.						Lender	
12.73	Vessel	Unknown Fragment of a Dish with Lion Head about 2150 - 2000 B.C. Limestone 2 3/8 × 7 × 5 5/16 in.						Lender	
12.74	Tablet	Unknown Land Purchase Contract 1812 - 1793 B.C. Raw earth 3 3/4 × 2 1/2 × 1 3/4 in.						Lender	
12.75	Tablet	Unknown Distribution of Clothing 1749 - 1712 B.C. Raw earth 1 3/4 × 1 3/8 × 3/4 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.76	Seal	Unknown Plowing Overseen by a Warrior God about 2340 - 2150 B.C. Chlorite 1 5/16 × 13/16 × 13/16 in.			Lender	
12.77	Plaque	Unknown Plaque of Protection Against the Demon Lamashtu about 934 - 610 B.C. Stone			Lender updated per Getty 1-22-20	
12.78	Jewelry	Unknown Set of Beads about 4000 - 2900 B.C. Rock crystal 1 1/4 × 1/2 × 15 3/4 in.			Lender	
12.79	Fresco	Unknown Profile of a man about 934 - 610 B.C. Clay 12 1/16 × 12 1/4 × 3 9/16 in.			Lender	
12.80	Tablet	Unknown Zodiac Calendar of the Cycle of Virgo about 305 - 141 B.C. Raw earth 4 3/4 × 7 1/16 × 3/4 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.81	Plaque	Unknown Sex Scene about 2000 - 1600 B.C. Terracotta 4 7/16 × 3 1/8 × 1 in.			Lender	
12.82	Seal	Unknown Cylindrical Seal of a King's Baker about 2150 - 2000 B.C. Chlorite 1 3/8 × 5/8 × 5/8 in.			Lender	
12.83	Text	Unknown Extract from the Legend of King Etana about 2000 - 1600 B.C. Raw earth 4 5/8 × 2 7/8 × 1 5/16 in.			Lender	
12.84	Seal	Unknown Cylinder Seal of a Prince of Nippur, Dedicated to the God of Fire Nusku 2094 - 2047 B.C. Agate 1 5/16 × 7/8 × 7/8 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
12.85	Seal	Unknown Nergal, the God of the Burning Sun, the Summer, and Dumuzi about 2340 - 2150 B.C. Chlorite 1 3/8 × 7/8 × 7/8 in.			Lender	
12.86	Seal	Unknown The King Offering a Kid to a Seated God about 2000 - 1600 B.C. Hematite 7/8 × 1/2 × 1/2 in.			Lender	
12.87	Text	Unknown Map of the Surroundings of Girsu with a Network of Canals about 2340 - 2150 B.C. Raw earth 4 3/8 × 7 7/8 × 3/4 in.			Lender	
12.88	Text	Unknown Map of the Surroundings of Girsu with a Network of Canals about 2340 - 2150 B.C. Raw earth 2 9/16 × 4 3/16 × 3/4 in. Inv. #:AO 6287 (now joined with 12.87 per Getty)			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar						
12.89	Jewelry	Unknown Necklace about 2900 - 2340 B.C. Gold 1/2 × 1/2 × 9 5/8 in.			Lender							
12.90	Text	Unknown Hymn to the King Shulgi of Ur 2094 - 2047 B.C. Raw earth 5 9/16 × 3 7/8 × 2 1/16 in.						Lender				
12.91	Relief	Unknown Man Carrying a Fishing Net about 2900 - 2340 B.C. Shell 1 13/16 × 1 1/4 × 1/8 in.									Lender	
12.92	Sculpture	Unknown Model of a Boat about 2150 - 2000 B.C. Terracotta 2 7/16 × 4 13/16 × 2 15/16 in.										

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.93	Text	Unknown Princess Enheduanna's Hymn to the Goddess Ninmeshara about 1850 - 1700 B.C. Raw earth 4 3/16 × 2 5/16 × 1 1/4 in.			Lender	
12.94	Text	Unknown Fragment of the Code of Hammurabi 1792 - 1750 B.C. Gabbro 1 9/16 × 1 × 3/8 in.			Lender	
12.95	Text	Unknown Fragment of the Code of Hammurabi 1792 - 1750 B.C. Gabbro 5 3/16 × 3 13/16 × 3/8 in.			Lender	
12.96	Sculpture	Unknown Victory Stele of King Rimush 2278 - 2270 B.C. Limestone 13 9/16 × 11 1/4 × 5 1/8 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value			
12.97	Relief	Unknown Relief of the God Ningishzidda Leading Gudea by the Hand about 2120 B.C. Limestone 16 9/16 × 14 9/16 × 2 3/8 in.			Lender				
12.98	Sculpture	Unknown Statue of a Mesopotamian Prince about 2000 - 1600 B.C. Gabbro 35 1/16 × 20 1/2 × 21 7/8 in. 150 lbs.						Lender	
12.99	Relief	Unknown Relief of Assarhaddon, King of Assyria, Followed by his Mother Naqi'a 680 - 669 B.C. Copper; gold 13 × 12 3/16 × 2 9/16 in.						Lender	
12.100	Vessel	Unknown Platter Dedicated by Gudea to the God Ningishzidda about 2120 B.C. Marble 3 1/8 × 15 3/8 × 15 3/8 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
12.105	Sculpture	Unknown Fragment of a Cone with the Name of Urukagina about 2350 B.C. Terracotta			Lender	
12.106	Sculpture	Unknown Statuette of a Nude Man Possibly Representing the King-Priest about 3400 - 3100 B.C. Limestone 12 × 4 1/8 × 2 3/4 in.			Lender	
12.107	Sculpture	Unknown Cone of King Urukagina about 2350 B.C. Terracotta 10 5/8 × 5 7/8 × 5 7/8 in.			Lender	
12.108	Relief	Unknown Votive Relief of King Ur-Nanshe of Lagash and his Family about 2520 B.C. Limestone 15 3/8 × 18 5/16 × 2 9/16 in.			Lender value updated per Getty 1-22-20	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.109	Sculpture	Unknown Statue called the "Lady with a Perfume Vessel" about 2200 - 2000 B.C. Alabaster 7 7/8 × 3 1/4 × 2 3/8 in.			Lender	
12.110	Vase	Unknown Prisoner about 2340 - 2150 B.C. Chlorite 2 1/8 × 1 1/2 × 5/8 in.			Lender	
12.111	Sculpture	Unknown Seated Statue of King Manishtushu of Akkad 2269 - 2255 B.C. Gabbro 39 × 39 3/8 × 22 1/16 in. 180			Lender	
12.112	Sculpture	Unknown Leg of Seated Statue of King Manishtushu of Akkad 2269 - 2255 B.C. Gabbro 19 5/8 × 11 × 7 7/8 in.			Lender value updated per Getty 1-22-20	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.113	Sculpture	Unknown Fragment of Lion inscribed with the Name of Akurgal, builder of Antasur about 2500 B.C. Alabaster 3 3/4 × 6 5/8 × 3 9/16 in.			Lender	
12.114	Tablet	Unknown Tablet listing the Religious Buildings of Enmetena about 2420 B.C. Alabaster			Lender	
12.115	Implement	Unknown Fragment of a Pivot Stone Bearing Inscribed with the Name Enannatum II about 2900 - 2340 B.C. Alabaster 7 1/16 × 4 1/2 × 4 5/16 in.			Lender	
12.116	Sculpture	Unknown Fragment of a Statue Inscribed with the Name Enentarzi Mentioning his Daughter Geme-Baba about 2900 - 2340 B.C. Limestone 3 3/4 × 2 1/2 × 1 1/2 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar			
12.117	Seal	Unknown Imprint of a Seal Inscribed with the Name Lugalanda about 2900 - 2340 B.C. Terracotta 2 3/16 × 2 1/2 × 3/4 in.			Lender				
12.118	Implement	Unknown Foundation figure in the Form of a King carrying a Basket of Bricks 2094 - 2047 B.C. Copper 9 1/8 × 3 3/8 × 1 3/4 in.						Lender	
12.119	Tablet	Unknown Tablet 2094 - 2047 B.C. Soapstone 3 7/16 × 1 5/8 × 3/8 in.						Lender	
12.120	Architecture	Unknown Brick under the Name Enannatum about 2150 B.C. Clay 13 11/16 × 9 15/16 × 1 7/8 in.						Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.121	Sculpture	Unknown Royal Head called the "Head of Hammurabi" about 1840 B.C. Gabbro 6 × 3 13/16 × 4 5/16 in.			Lender	
12.122	Sculpture	Unknown Head of Prince Gudea about 2150 - 2000 B.C. Gabbro 9 15/16 × 9 13/16 × 10 5/8 in.			Lender	
12.123	Hammer	Unknown Hammer Decorated with Two Bird Heads and Inscribed with the Name of Shulgi 2094 - 2047 B.C. Bronze 4 13/16 × 4 5/16 × 1 3/4 in.			Lender	
12.124	Sculpture	Unknown Head of the King of Akkad about 2340 - 2150 B.C. Gabbro 4 1/2 × 5 7/8 × 4 3/4 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
12.125	Sculpture	Unknown Portrait of Alexander the Great, called "Alexandre Guimet" □ about 300 or 170 - 160 B.C. Marble 13 x 7 1/16 x 7 7/8 in			Lender	
12.126	Sculpture	Unknown Statue of a Mesopotamian Sovereign Usurped by the Elamite king Shutruk Nahhunte about 2000 - 1700 B.C. Limestone 15 15/16 x 8 1/2 x 10 7/16 in. 100 lbs.			Timothy Potts Director	
12.127	Seal	Unknown Companions of the God Enki Watering Buffalos above the Primordial Water [Apsû] 2217 - 2193 B.C. Black marble 1 9/16 x 1 x 1 in.			Lender	
12.128	Text	Unknown Divine Genealogical List Comprising 473 Divine Names about 2000 - 1600 B.C. Terracotta 3 1/4 x 2 9/16 x 1 5/16 in.			Lender	

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar						
12.129	Sculpture	Unknown Fragment of an Inscribed Object with the Head of a Serpent-dragon about 2100 B.C. Limestone 13/16 × 3 1/8 × 2 3/8 in.			Lender							
12.130	Seal	Unknown Cylinder Seal of a Doctor about 2150 - 2000 B.C. Alabaster 2 3/8 × 1 5/16 × 1 5/16 in.						Lender				
12.131	Sculpture	Unknown Statue of Gudea, Prince of Lagash, Dedicated to the Goddess Geshtinanna about 2120 B.C. Dolerite 24 7/16 × 10 1/16 × 7 7/8 in.									Lender value updated per Getty 1-22-20	
12.132	Sculpture	Unknown Relief fragment: Head of Ashurbanipal 668 - 627 B.C. Alabaster 10 1/16 × 9 1/16 × 13/16 in.										
TOTAL APPROVED INDEMNITY COVERAGE QUESTION 12						\$148,827,000						

Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar Value
Number	Object Type	Object Description	Lender	Lender Value	Source of Lender Valuation	Approved Indemnified U.S. Dollar
13.1	Wall	Unknown Panel with striding lion about 604 - 562 B.C. Ceramic, glaze 38 1/4 × 89 1/2 × 4 3/4 in.			Lender	
		500				
13.2	Sculpture	Unknown Statue of Gudea about 2090 B.C. Diorite 17 5/16 × 8 7/16 × 11 5/8 in.			Lender	
13.3	Sculpture	Unknown Head of a ruler about 2300 - 2000 B.C. Copper alloy 13 1/2 × 7 7/8 × 7 7/8 in.			Lender	
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTION 13						\$14,000,000
TOTAL APPROVED INDEMNITY COVERAGE FOR QUESTIONS 12 AND 13						\$162,827,000
	Updated 1-23-20					