

SCULPTURE LOAN AGREEMENT FOR SEWARD JOHNSON WORK(S)

This Agreement is made this 11th day of January 2023 (“Effective Date”) by The Seward Johnson Atelier, Inc. (“TSJA”), a nonprofit corporation organized under the laws of the State of New Jersey, with a place of business at 14 Fairgrounds Road, Hamilton, New Jersey 08619, and Township of Lower Makefield (“Exhibitor”), with a place of business at 1100 Edgewood Rd, Yardley, PA 19067 (TSJA and Exhibitor shall each be referred to herein as a “Party” or, collectively, as the “Parties”).

WHEREAS, TSJA is a nonprofit corporation organized and operated for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose mission is to: promote public appreciation and knowledge of art and public placement and view of sculpture; support and lend art to businesses, individuals, charitable organizations, and government entities for public exhibition; and build and revitalize communities through the public placement of art; and

WHEREAS, TSJA owns certain works of art created by Seward Johnson for the purposes of public exhibition, display, loan, sale and donation in furtherance of its charitable and educational purposes; and

WHEREAS, TSJA desires to loan certain sculptural work(s) of art to Exhibitor for the purposes of public display and education in accordance with the terms of this Agreement; and

WHEREAS, Exhibitor wishes to publicly display certain sculpture(s) received from TSJA for charitable purposes.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

TERMS AND AGREEMENT

1. Definitions.

(a) Loaned Sculpture(s). The term “Loaned Sculpture(s)” shall mean sculpture(s) owned by TSJA created by Seward Johnson, loaned to Exhibitor in accordance with the terms of this Agreement and listed in Exhibit A, including, if any, related frames, pedestals, bases, installation structures, background material crating, packaging and/or any other item supplied by TSJA in connection with any Loaned Sculpture(s).

(b) Loan Period. The term “Loan Period” will mean the period from the date on which Exhibitor receives the Loaned Sculpture(s) listed in Exhibit A, until the date that the Exhibitor

makes the Loaned Sculpture(s) available for return to Foundation in accordance with the terms of Section 15(a) herein.

(c) Exhibit Site. The term “Exhibit Site” shall mean the following location: Patterson Farm, Edgewood and Oxford Valley Parks, Memorial Park.

(d) Exhibition Period. The term “Exhibition Period” shall mean Exhibitor’s planned exhibition at the Exhibit Site, presently scheduled to commence on June 1, 2023 and conclude on September 1, 2023. The exact start and end date is subject to installation/deinstallation crew availability.

2. Term.

The term of this Agreement shall be from the Effective Date until sixty (60) days after the Loaned Sculpture(s) are returned to TSJA, or the termination of this Agreement in accordance with the terms of Section 18 herein, whichever is less.

3. Purpose of Loan.

(a) Exhibition. Exhibitor agrees to use and display the Loaned Sculpture(s) in furtherance of TSJA’s charitable purpose and in accordance with the terms of this Agreement.

(b) Public Display. Exhibitor hereby represents that the Loaned Sculpture(s) will be on continuous public display during the Exhibition Period at venues or spaces including, but not limited to the Exhibit Site, that are customarily open and accessible to the public for a minimum period of thirty (30) hours each week.

(c) Admission of public. During the Exhibition Period, Exhibitor will admit the public to the Exhibit Site and any other site where the Loaned Sculpture(s) are displayed in accordance with the terms of this Agreement without discrimination or segregation on the basis of race, religious creed, skin color, national origin, ancestry, physical or mental disability, medical condition, marital status, gender, age, or sexual orientation.

4. Assignment.

(a) Exhibitor. Exhibitor may not, at any time, assign or transfer to any party (i) its rights under this Agreement, (ii) possession of the Loaned Sculpture(s), or (iii) any interest in the Loaned Sculpture(s).

(b) Foundation. TSJA may assign all or any portion of its rights under this Agreement to any third party without prior written notice to Exhibitor.

5. Care and Safekeeping.

(a) Standard of care. The Exhibitor shall exercise the same care with respect to the Loaned Sculpture(s) as it does in safekeeping of comparable works or property owned or cared

for by the Exhibitor. Exhibitor will check the condition of the Loaned Sculpture(s) a minimum of one (1) time per month for the duration of the Loan Period.

(b) Security. Exhibitor will protect the Loaned Sculpture(s) from fire, theft, acts of the public, vandalism, and mishandling, and otherwise provide a safe and secure environment in all respects during the Loan Period, including retrieval, custody, and immediate notification of TSJA in the event of an emergency.

(c) Installation. TSJA has the right to supervise and approve the installation of the Loaned Sculpture(s) at the Exhibit Site and the right to specify installation and removal requirements. Unless otherwise agreed upon by the Parties in a signed writing, TSJA will provide professional installation expertise, manpower, and equipment. Once installed, the Loaned Sculpture(s) may not be removed or moved in any manner without TSJA's prior written consent, except in an emergency (for example, fire).

(d) Siting / Withdrawal of Sculptures. Siting of any Loaned Sculpture(s) at the Exhibit Site shall be subject to TSJA's sole approval. The Loaned Sculpture(s) shall not be moved or relocated from its/their original installation sites at the Exhibit Site, including any re-siting of the Loaned Sculpture(s) to any location other than the Exhibit Site and/or withdrawal of the Loaned Sculpture(s) from public display, without TSJA's prior written consent, except in an emergency (for example, fire). All costs associated with moving, relocating, re-siting and/or withdrawal of any Loaned Sculpture(s) will be paid for by the Party that initiated the moving, relocating, re-siting and/or withdrawal. In the event Exhibitor requests the moving, relocating or re-siting of the Loaned Sculpture(s) or withdrawal of the Loaned Sculpture(s) from display, the Exhibitor shall pay the expenses of an experienced art handler/installer (selected by TSJA) ("Art Handler") to accompany the Loaned Sculpture(s) during such moving, relocating re-siting or withdrawal. Such expenses may include, without limitation, the Art Handler's hourly wages or fees and reasonable economy class travel, lodging, and meal costs.

(e) Handling. In every instance, Exhibitor warrants that the Loaned Sculpture(s) will be handled only by trained staff and/or recognized fine art handlers under competent supervision, and under conditions including but not limited to, security measures approved by TSJA. The Loaned Sculpture(s) must not be handled except as expressly permitted in this Agreement.

(f) Inspection. Within thirty (30) days after the execution of this Agreement, TSJA may inspect the Exhibit Site. If the Exhibit Site is not approved by TSJA, TSJA may terminate this Agreement without any liability to Exhibitor. At all times during the Loan Period and upon reasonable notice to Exhibitor, TSJA and/or its representatives will have the right to access, inspect, and view the Loaned Sculpture(s). If at any time during the Loan Period TSJA identifies any damage to the Loaned Sculpture(s), TSJA may, in its sole discretion, require immediate remedial measures, remove the damaged Loaned Sculpture(s) and/or terminate this Agreement under Section 18 hereunder without any liability or further obligation to Exhibitor.

(g) No waiver. TSJA's approval, review, or supervision of, or attendance at, Exhibitor's facilities, or of any packing, installation, removal, and/or other handling of the Loaned Sculpture(s), will not in any way make TSJA liable or responsible for any such activity or events,

or waive or diminish any of Exhibitor's obligations and responsibilities under this Agreement or at law.

6. Loan Fee.

Exhibitor agrees to pay and TSJA agrees to accept a total loan fee in the amount of U.S. \$12,500 (twelve thousand five hundred) for the loan of the Loaned Sculpture(s) pursuant to this Agreement (the "Loan Fee"). The Loan Fee shall be payable by Exhibitor according to the following schedule: \$6,250 (six thousand two hundred fifty) of the Loan Fee will be payable upon execution of the Agreement and \$6,250 (six thousand two hundred fifty) of the Loan Fee will be payable by April 1 2023. No rights other than those set forth in this Agreement shall pass to Exhibitor upon payment of the Loan Fee to TSJA.

7. Shipping and Installation.

(a) Shipping. TSJA shall be fully responsible for properly and securely packing the Loaned Sculpture(s) for shipment and for paying all costs of packing, loading, and professional and secure roundtrip transportation of the Loaned Sculpture(s). TSJA will have the right to specify a carrier of its own choosing, or to approve a professional carrier and to specify packing and transportation requirements, which Exhibitor agrees to follow. In no event will Exhibitor appoint any provider of transportation or packing services or implement any transportation or packing measures for the Loaned Sculpture(s) without TSJA's prior written consent.

(b) Installation. TSJA will be responsible for all costs associated with installation of the Loaned Sculpture(s) at the Exhibitor's Exhibit Site. TSJA may require that Exhibitor pay the reasonable expenses of an Art Handler to accompany the Loaned Sculpture(s) while in transit, during installation and/or removal, packing and/or unpacking, and/or any other inspection or handling. Upon agreement of the parties, which shall not be unreasonable withheld by Exhibitor, such expenses may include, without limitation, the Art Handler's hourly wages or fees and reasonable economy class travel, lodging, and meal costs.

8. Storage. All crate and packing materials used in transporting and packing the Loaned Sculpture(s) must be stored and preserved during the Loan Period by TSJA.

9. Conservation; Alteration. Exhibitor agrees not to perform any invasive examination or inspection of the Loaned Sculpture(s), and not to conserve, repair, alter, modify, unmat, unframe, remat or reframe, remove or add any base or pedestal to, restore the Loaned Sculpture(s) or any part of the Loaned Sculpture(s), or otherwise disassemble any part of the Loaned Sculpture(s), or substitute or replace any glass or other cover, or consent to or permit any of the foregoing, without the express prior written consent of TSJA. Hanging or mounting devices existing on the Loaned Sculpture(s) may not be removed or repositioned from the Loaned Sculpture(s), nor may any other devices be attached, without TSJA's prior written consent.

10. Damage or Loss.

(a) Report. Exhibitor must immediately report to TSJA by telephone (to be followed up in writing delivered within three (3) business days), any evidence of damage to or loss or deterioration of, or endangerment to, the Loaned Sculpture(s) during the Loan Period.

(b) Mitigation. To the extent not covered by property or fine arts insurance arranged by TSJA, following any damage, loss, deterioration, or endangerment to the Loaned Sculpture(s), without limiting any other provision of this Agreement, Exhibitor must take and pay the cost of any reasonable actions TSJA may require to secure and protect the Loaned Sculpture(s) from further damage, loss, deterioration, or endangerment. To the extent not covered by property or fine arts insurance arranged by TSJA, Exhibitor (itself or its insurer) will be solely responsible for all costs of conservation necessitated by any damage, loss, deterioration, or endangerment that occurs during the Loan Period.

(c) Expenses. To the extent not covered by property or fine arts insurance arranged by TSJA, Exhibitor will be responsible for all expenses of Foundation representatives and/or employees incurred relating to any loss or damage to any Loaned Sculpture(s) occurring during the Loan Period while the Loaned Sculpture(s) are in Exhibitor's possession, including, but not limited to, reasonable business class travel, lodging, and meal costs.

11. Insurance and Mutual Indemnification.

(a) TSJA Insurance. TSJA will use its own property or fine arts insurance for the term of the loan and shall insure the Loaned Sculpture(s) while in transit and for the entire Loan Period. TSJA acknowledges and agrees that the Exhibitor will not accept responsibility for any errors or deficiencies in information furnished to the TSJA's insurers or for any lapses in coverage.

(b) Exhibitor Insurance. Exhibitor agrees to procure and maintain commercial general liability insurance in the aggregate amount of \$2,000,000 (two million dollars) insuring against any claims for damage or destruction of property, bodily injury, or death arising out the exhibition of the Loaned Sculpture(s) and shall list TSJA as an additional insured. In lieu of commercial insurance, specific exception is hereby granted to Exhibitor to acquire group self-insurance coverage from Delaware Valley Insurance Trust d/b/a Delaware Valley Property and Liability Trust and Delaware Valley Workers' Compensation Trust or any other municipal group self-insurer established and operating under the authority of the Pennsylvania Intergovernmental Cooperation Act – 53 Pa. C.S.A. Section 481 et seq. and the Pennsylvania Political Subdivision Tort Claims Act – 42 Pa. C.S.A. Section 8541 et seq. Documentation of the group self-insurance coverage obtained from the Delaware Valley Property and Liability Trust listing TSJA as an additional insured in accordance with this Section 11(b) will be provided to TSJA at least fifteen (15) days prior to the commencement of the Loan Period.

(c) Mutual Indemnification. The TSJA shall defend, indemnify, and hold the Exhibitor, and the Exhibitor's elected and appointed officials, managers, directors, officers, employees, volunteers, successors, and agents, harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liabilities, losses, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the

negligent or intentional acts or omissions of TSJA, or TSJA's officers, employees, or agents. The Exhibitor shall defend, indemnify, and hold TSJA, and its officers, employees, or agents, harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liabilities, losses, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Exhibitor, or Exhibitor's elected and appointed officials, managers, directors, officers, employees, volunteers, successors, and agents.

12. Copyright; Indemnification; Photography Limitations.

(a) Compliance with law. Exhibitor agrees to observe and comply with all copyright, trademark, and other intellectual property laws and regulations, all moral rights including, without limitation, attribution rights, any rights under 17 U.S.C. §106(a), and all rights of privacy and publicity (individually and collectively "I.P. Rights"), relating to the Loaned Sculpture(s), and not to infringe or violate any I.P. Rights.

(b) Copyright. It is understood that TSJA is the copyright owner of the Loaned Sculpture(s) and shall retain copyright ownership of the Loaned Sculpture(s), including the exclusive right to make reproductions. Exhibitor agrees never to contest the copyright(s) of TSJA and/or its successors, heirs, and/or assigns in the Loaned Sculpture(s).

(c) Reproductions prohibited. Exhibitor may not make or use any reproduction of the Loaned Sculpture(s) including, but not limited to two-dimensional images or photographs depicting the Loaned Sculpture(s), for any commercial purpose without prior written consent of TSJA.

(d) Authorized Images. Exhibitor may publicly display, reproduce, and distribute photographic reproductions of Loaned Sculpture(s) approved by TSJA to promote and market Exhibitor's exhibitions which include the Loaned Sculpture(s) ("Authorized Images"). Copies of all Exhibitor's materials containing Authorized Images shall be provided to TSJA for TSJA's records. All Authorized Images must show the appropriate notice as provided below in Section 12(f). All Authorized Images must show the appropriate notice as provided below in Section 12(b)(v). All of Exhibitor's rights to use Authorized Images provided herein shall cease on the earliest of: (1) the close of the Exhibition Period; (2) the date that any Loaned Sculpture(s) is withdrawn or replaced pursuant to Section 22 herein, for Authorized Images featuring such Loaned Sculpture(s); or (3) the date of termination of this Agreement pursuant to Section 19 herein.

(e) Use of photographic reproductions. Other than as provided in Section 12(c), Exhibitor may not use photographic reproductions of the Loaned Sculpture(s) for any purpose, including postcards, note cards, posters, books, CDs, DVDs, and prints, without TSJA's prior written approval.

(f) Copyright Notice.

(i) Credit line for Authorized Images. The following credit line shall appear adjacent to each Authorized Image:

Specific credit lines to be provided with images.

(ii) Copyright notice for individual Authorized Images. Unless otherwise instructed by TSJA, in addition to the credit line required by Section 12(f)(i) above, the following copyright notice shall appear adjacent to individual Authorized Images in which Foundation owns the copyright:

“Photograph – © [year of publication of photograph], The Seward Johnson Atelier, Inc.”

In the event TSJA advises Exhibitor that TSJA is not the copyright owner of the Authorized Image, the notice above must be modified to replace “The Seward Johnson Atelier, Inc.” with the name of the photographer or party who owns the copyright in the Authorized Image.

(iii) Copyright notice for materials containing Authorized Images. If Exhibitor elects to produce materials containing Authorized Images, the following copyright notice shall appear in each copy thereof:

“© [year of publication], [Exhibitor], All rights reserved”

Unless otherwise instructed by TSJA the following additional copyright notice must appear directly below Exhibitor’s copyright notice:

“The photographs contained herein are © [include the most recent publication date for any Authorized Image used] or earlier, The Seward Johnson Atelier, Inc., except where otherwise noted, and are used with permission of The Seward Johnson Atelier, Inc. All rights reserved.”

(iv) Notices not mutually exclusive. The credit lines and copyright notices above are not mutually exclusive and, depending on Exhibitor’s respective use, circumstances may require use of one or more of the credit line and/or notices.

g. Photographs. The Loaned Sculpture(s) may be photographed by the general public for personal and non-commercial purposes. Notwithstanding the foregoing, nothing herein shall be construed as a license to reproduce the Loaned Sculptures in violation of TSJA’s copyright(s) in the Loaned Sculptures or any waiver of TSJA’s right to enforce and/or police any infringement of the copyright(s) in the Loaned Sculptures arising from the exhibition of the Loaned Sculptures under this Agreement or otherwise.

13. Copies of Exhibitor Materials.

Use of Foundation photographs in catalogues and other promotional media is subject to TSJA's prior consent. Exhibitor will provide TSJA with twenty (20) complimentary copies of any catalogue (including hardback, CD, DVD and any other media) and other written material that it may publish or distribute or authorize relating to the Loaned Sculpture(s) and/or the Exhibitor's Exhibit Site.

14. Return/Removal of Loaned Sculptures.

(a) Unless otherwise agreed upon by the Parties in a signed writing pursuant to Section 7(a) of this Agreement, Exhibitor agrees to make the Loaned Sculpture(s) available for return to Foundation no later than one (1) week after the end of the Exhibition Period or within five (5) days of receipt of a notice of termination from TSJA ("Termination Notice") if this Agreement is terminated under Section 18 herein. Exhibitor will not have any right to retain the Loaned Sculpture(s) after the end of the Exhibition Period under any circumstances.

(b) In the event that the Loaned Sculpture(s) are not made available for return to TSJA in accordance with this Agreement, TSJA and/or its representative(s), at Exhibitor's cost and expense, will have the right to terminate this Agreement and immediately retrieve the Loaned Sculptures (without waiver of any claims), including without limitation, and to the extent allowed by law, enter Exhibitor's premises without prior notice and immediately retrieve the Loaned Sculpture(s) without responsibility for any unintentional loss or damage due to such removal and without liability to Exhibitor.

(c) Exhibitor will only release the Loaned Sculpture(s) to, and take instructions concerning the Loaned Sculpture(s) from, TSJA or its duly authorized agent. In the case of an agent acting on TSJA's behalf, Exhibitor must not act without reliable written proof of the agent's authorization from TSJA.

15. No liability or warranty. TSJA will bear no expense relating to the lending of the Loaned Sculpture(s) to Exhibitor. TSJA does not make (and hereby expressly disclaims) any and all warranties or representations (express or implied), including to Exhibitor or otherwise, in respect of the Loaned Sculpture(s), or any right in the Loaned Sculpture(s), including, but not limited to, title, quiet enjoyment, or authenticity.

16. Ownership. Exhibitor will at all times recognize only TSJA as the legal owner of the Loaned Sculpture(s), and will not recognize nor entertain any competing claims by any third party in respect of the Loaned Sculpture(s). Exhibitor agrees never to contest TSJA's and/or its successors', heirs', and/or assigns' title in the Loaned Sculpture(s). If Exhibitor becomes aware of any claim or circumstances that may give rise to a claim in respect of the Loaned Sculpture(s), it will immediately inform TSJA and take such reasonable steps as TSJA may require (including the immediate removal of the Loaned Sculptures from the Exhibitor's Exhibit Site), at the Exhibitor's sole cost and expense. Exhibitor hereby waives any and all interest and claim in the Loaned Sculpture(s), and agrees not to in any way encumber, claim or assert or cause or allow any other party to claim, any interest of any kind in the Loaned Sculptures.

17. Confidentiality. Unless disclosure is required by law or court order, the terms of this Agreement, including, but not limited to, the Loan Fee (if any), the condition of the Loaned Sculpture(s), all transportation and shipping arrangements, and all additional information designated or provided by TSJA as confidential relating to this Agreement and the Loaned Sculpture(s), must be kept confidential by Exhibitor. Except as reasonably related and necessary to fulfilling its obligations under this Agreement, Exhibitor will not publish or disclose such information or permit any trustee, director, officer, agent, representative, employee, or affiliate of Exhibitor to publish or disclose such information, to any person, by any means, at any time, without TSJA's prior written consent.

18. Termination.

(a) Breach. TSJA may, at any time, terminate this Agreement, without any liability to or further obligation to the Exhibitor, in the event of a breach by Exhibitor of any conditions or term of this Agreement, including, but not limited to damage to the Loaned Sculpture(s). If the Agreement is terminated by TSJA, TSJA shall notify the Exhibitor of such termination and provide a Termination Notice to Exhibitor. Exhibitor shall make the Loaned Sculpture(s) available for return shipping pursuant to the terms of Section 14 herein within five (5) days of receipt of the Termination Notice.

(b) Termination upon transfer of assets. Should ownership of an individual Loaned Sculpture be legally transferred from TSJA to Exhibitor, this Agreement shall terminate with respect to such Loaned Sculpture upon the effective date of such transfer.

(c) Termination upon withdrawal. If TSJA, in its sole discretion, withdraws all Loaned Sculpture(s) pursuant to Section 21(a) herein and does not provide Exhibitor with Substitute Sculpture(s) as defined in Section 21(b) herein, this Agreement shall terminate upon the date of withdrawal of the last Loaned Sculpture(s).

19. Applicable Law; Exclusive Jurisdiction; Venue and Removal.

(a) Applicable law. This Agreement and all disputes relating to or arising out of this Agreement (including insurance disputes, unless prohibited by the insurance laws and regulations applicable to the policy(ies)) will be governed by and construed in accordance with the laws of any jurisdiction that is most favorable to TSJA as an insured, without giving effect to the provisions of such jurisdiction relating to conflicts or choice of law.

(b) Exclusive jurisdiction; venue and removal. All disputes and matters arising under, in connection with, or incidental to this Agreement and/or the Loaned Sculpture(s), including, but not limited to, any dispute involving insurance coverage or proceeds, will be litigated, if at all, in and before a federal court with diversity jurisdiction in the State of New Jersey or the Superior Court of New Jersey located in Mercer County, New Jersey, USA, to the exclusion of other

courts of other states and to the exclusion of other venues. Exhibitor and TSJA EXPRESSLY CONSENT TO THE JURISDICTION OF EITHER COURT and agree that this venue is convenient and not to seek a change of venue or to seek to dismiss the action on the ground of forum non conveniens, not to assert any defense based on lack of jurisdiction of this court, and not to bring any action arising under, in connection with, or incidental to this Agreement in any other court.

20. Taxes. Exhibitor agrees to be fully responsible for (and to promptly pay) any and all levies, liens, taxes (including, but not limited to, personal property taxes and/or GST, VAT, or similar taxes) and/or all other assessments of any kind or nature relating to the lending of the Loaned Sculpture(s) for the use by Exhibitor of the Loaned Sculpture(s) during the Loan Period, including, but not limited to, the transportation, possession, presence, and/or display of the Loaned Sculpture(s).

21. Withdrawal and Substitution.

(a) Withdrawal. While it is the intention of TSJA to permit the Loaned Sculpture(s) listed in Exhibit A to remain available to Exhibitor for the full duration of the Loan Period, TSJA also expressly reserves the right in its sole discretion (with prior written notice when feasible in TSJA's judgment) to withdraw any Loaned Sculpture listed in Exhibit A at any time without liability to the Exhibitor.

(b) Substitution. If TSJA, in its sole discretion, withdraws a Loaned Sculpture(s), TSJA may, in its sole discretion, substitute any other Loaned Sculpture owned by TSJA in its place ("Substitute Sculpture"), which Substitute Sculpture shall then be deemed a Loaned Sculpture, without any liability to TSJA. The Parties shall amend Exhibit A from time to time, as needed, to reflect substitution of any Loaned Sculpture(s).

(c) Costs. Consistent with Section 21(a) of this Agreement, all costs associated with withdrawing and substituting any Loaned Sculpture(s) will be paid for by TSJA when such withdrawal or substitution is initiated by TSJA pursuant to Section 21(a) and/or 21(b).

22. Miscellaneous. This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute the same instrument. Nothing in this Agreement will be deemed to create a joint venture, partnership, lease, or principal-agent, employer-employee, or any similar relationship or arrangement, between Exhibitor and TSJA. Nothing in this Agreement will be construed to give any party (other than Exhibitor and TSJA, and their successors and assigns as provided herein) any legal or equitable right, benefit, remedy, or claim in respect of this Agreement and Exhibitor's and/or TSJA's covenants and obligations hereunder. Any waivers under this Agreement must be in writing to be effective. The party signing this Agreement on behalf of Exhibitor hereby represents and warrants that s/he is duly authorized to sign this Agreement on behalf of and bind Exhibitor as provided in this Agreement. The terms and conditions of Sections 11, 12, 13, 14, 15, 16, 17, 19, 20, 21 and 22 of this Agreement will survive the expiration of this Agreement. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such term or provision or portion thereof as to that application will be severed from the rest of this

Agreement and such event will not impact the effectiveness or validity of the remainder of such provision or any other provision or term hereof. If at any time TSJA's consent or approval is required as set forth in this Agreement, such approval or consent may be given or denied by TSJA in its sole discretion. The captions and descriptive headings of this Agreement are for convenience only and shall be of no force or effect in construing or interpreting any of the provisions of this Agreement.

23. Compliance with Laws and Regulations. Exhibitor shall adhere to all federal and state laws and regulations applicable to its obligations and responsibilities under this Agreement.

24. Notice. All notices, requests, demands, consents, approvals, and other communications (including any change to this provision) required to be given in writing under this Agreement are considered given upon receipt if delivered personally or sent by recognized courier, certified mail (return receipt requested and postage-prepaid), or fax (if delivery is confirmed by the sender), as follows:

For Exhibitor:

Township of Lower Makefield
1100 Edgewood Rd
Yardley, PA 19067
Monica Tierney
Parks and Rec Director

For TSJA:

Program Officer – Collection,
Exhibitions and Engagement
The Seward Johnson Atelier
60 Sculptors Way, Hamilton, NJ 08619
(609) 890-7777

With a Copy to:

Chief Financial Officer
The Seward Johnson Atelier, Inc.
14 Fairgrounds Road
Hamilton, NJ 08619
(609) 689-1040
(609) 689-1059 fax

25. Entire Agreement. This Agreement (including all Exhibit(s) hereto) constitutes the entire agreement between TSJA and Exhibitor with respect to the subject matter hereof. Any prior agreements, promises, negotiations, or representations that may have been made or relied upon that are not expressly set forth in this Agreement are of no force or effect. This Agreement may be modified only in writing, which writing must be signed by both parties.

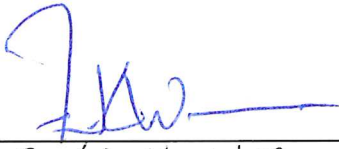
TSJA and Exhibitor execute this Agreement by their duly authorized agents as of the Effective Date.

THE SEWARD JOHNSON ATELIER, INC. EXHIBITOR

By: _____

Name: Lynn DeClemente Losavio

Title: Program Officer

By:  _____

Name: Fredric K. Weiss

Title: Chair Person-Lower Makefield Twp.

Exhibits

Exhibit A: Sculpture(s) on Loan from TSJA

Exhibit B: Maintenance Instructions

EXHIBIT A

Sculpture(s) on Loan from TSJA with Valuation

1.	Attic Trophy	\$80,000
2.	Calling Girl	\$86,000
3.	God Bless America	\$180,000
4.	My Dog Has Fleas	\$86,000
5.	No, Mommy That One	\$100,000
6.	Out of Sight	\$100,000
7.	Time Out	\$150,000
8.	Wine, Food and Thou	\$92,000

EXHIBIT B

Maintenance Instructions

Seward Johnson's Painted Bronze Sculpture
Required Maintenance Procedure

Loaned sculptures should be washed with good water and very mild non-ionic or neutral detergent once a month.

While cleaning, please inspect closely, to make sure there are no inconsistencies developing in the paint due to atmospheric influences. Small areas of bare metal on a larger whole will tend to corrode faster than normal and it is important to insulate those areas when they appear. Re-painting, with the help of the artist's studio, should be done when the condition of the paint layer is compromised beyond the scope of a small touch up.

CLEANING PROCEDURE: Simple cleaning with mild non-ionic or neutral detergent (see below list) using a soft non-metallic scrub brush, sponge or cloth. Never use a rough-bristled or wire-bristled brush. Rinse well with water and dry thoroughly by hand.

It is recommended not to wax the painted sculptures. First, because of the durability of the paint that is a two part component urethane Clear. This Clear, with or without waxing, will last just as long. Secondly the wax will get into the texture and porosity of the piece. This makes it difficult to remove and inhibits future restoration. Lastly, the wax, on a hot day gets soft, which traps dust. This makes the colors look extremely dirty, especially the whites.

NON-IONIC AND NEUTRAL DETERGENT: *(used in a 1:10 ratio of soap to water)*

Orvus Liquid Soap
Conservation Materials, Ltd.
1165 Marietta Way
Sparks, NV 89431

Non-Ionic Detergent*
Industrial Soap Company
2930 Marker Street
St. Louis, MO 63103

* Ivory Liquid, Joy, and other neutral detergent soap

Feel free to contact us for additional information or details at:
The Seward Johnson Atelier (tel) (609) 890-7777 info@sewardjohnsonatelier.org