

portation, unpacking, installation and repacking and other matters of a technical nature that will assist in the safe holding of the exhibition.

12. The Lender and the Borrower shall each arrange to have a representative present to participate in the preparation of and sign condition reports when the Treasures of Tutankhamon are packed at the M.H. de Young Memorial Museum in San Francisco, unpacked in Toronto and unpacked in the Federal Republic of Germany so that an accurate report of their condition will be available to all the appropriate parties in respect of each such time.

13. The Borrower shall require the Art Gallery of Ontario to take appropriate measures for the physical security and protection of the Treasures of Tutankhamon from the time the Borrower takes custody thereof from the M.H. de Young Memorial Museum in San Francisco until the time the proper authority of the Federal Republic of Germany takes custody thereof from the Borrower, being not less than the care the Art Gallery of Ontario gives to its own collections including, without limiting the generality of the foregoing, provision of a police escort during road transportation, maintenance of a temperature between twenty-one to twenty-four degrees centigrade (21° to 24° C.) and a relative humidity of forty-two percent to forty-seven percent (42% to 47%) in the exhibition area and protection of the objects while on exhibit from fire, theft, mishandling, contact with or harmful exposure to direct heat, direct sunlight or other sources of ultra violet radiation, any liquids or noxious substances, dust, dirt, or polluted air having a high sulphide content, shocks, jolts, objects infested by insects or fungus infections.

14. Arrangements for the transportation of the Treasures of Tutankhamon from San Francisco and from Toronto to the Federal Republic of Germany and the payment of the costs thereof shall be matters for negotiation by the Borrower, and the M.H. de Young Memorial Museum and the appropriate authorities in the Federal Republic of Germany, the Lender not being responsible for any such arrangements or costs, however in any agreement or other arrangements it enters into with the appropriate authorities in the Federal Republic of Germany the Lender will place upon those authorities the responsibility of obtaining the Treasures of Tutankhamon from the Borrower at Toronto so as to not impair the negotiating position of the Borrower.

15. While in the custody of the Borrower, the objects listed and described in Annex A shall be insured for an amount of 9,750,000 Egyptian Pounds against theft, loss, damage and all risks, including force majeure under a policy or policies of commercial insurance satisfactory to the Lender and payable to it which the Borrower shall require the Art Gallery of Ontario to obtain at no cost to the Lender and produce to the Lender for its inspection not later than the 1st day of September, 1979 and the Lender shall accept the proceeds of such insurance in full satisfaction of any such loss or damage. The proceeds of such insurance shall be payable to the Government of the Arab Republic of Egypt in Canadian dollars at the parallel rate of exchange.