



DEPARTMENT OF THE NAVY  
NATIONAL NAVAL AVIATION MUSEUM  
1750 RADFORD BLVD  
SUITE C  
PENSACOLA FLORIDA 32508-5402

4002

Ser N43/ 4 5 1 - - -

04 AUG 2016

The Honorable James S. Mayberry  
Mayor  
City of Crossville  
392 N. Main Street  
Crossville, TN 38555

Dear Mayor Mayberry:

Enclosed you will find the Standard Renewal Loan Agreement for the A-4B SKYHAWK aircraft, Bureau Number 148572, which is on loan to the City of Crossville, TN. Please sign the document and return as soon as possible. To expedite the process, the signed agreement may be returned via email to [Lenore.taylor@navy.mil](mailto:Lenore.taylor@navy.mil).

Please note the changes to the body of the Standard Renewal Loan Agreement. Attachment 1, Paragraph 3 establishes that only historically based markings, including crewmember names, be used on aircraft and other navy owned equipment and precludes the use of markings on this equipment for commercial, fund raising, or sponsorship purposes. These changes will be in effect for the period of the renewal agreement and are retroactive with implementation within the first six (6) months of the loan period.

As a reminder to all our borrowers, please ensure to display prominently, a placard with the property at all times which contains the following credit line: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM AT PENSACOLA, FLORIDA." Additionally, articles published or submitted for publication, or websites that refer to the loaned aircraft must credit the National Naval Aviation Museum as owner of the aircraft with, at a minimum, the words: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM, PENSACOLA, FLORIDA."

Should any problems or questions arise pertaining to this agreement, please contact me at (850) 452-3604, extension 3133 or [Lenore.taylor@navy.mil](mailto:Lenore.taylor@navy.mil).

Sincerely,

A handwritten signature in cursive script that reads "Lenore F. Taylor".

LENORE F. TAYLOR

By direction

Enclosure: 1. Standard Renewal Loan Agreement



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STANDARD RENEWAL LOAN AGREEMENT

By this agreement, made as of 1 August 2016 between the United States of America, hereinafter called "the Government," represented by the Director, National Naval Aviation Museum (NNAM), hereinafter called "the Lender," and the City of Crossville, hereinafter called "the Borrower," incorporated and operating under the laws of the State of Tennessee and located at 392 N. Main Street, Crossville, TN 38555.

Pursuant to (Public Law 80-421 (10 U.S.C. 2572)), the Lender hereby loans to the Borrower the following United States Government property which is permanently assigned to the Lender:

<u>AIRCRAFT/ ARTIFACT</u>	<u>BUREAU/ SERIAL NUMBER</u>	<u>NNAM ACCESSION NUMBER</u>	<u>VALUE</u>
A-4B SKYHAWK	148572	2011.053.001	\$100,000

The Lender agrees to renew the current loan for the above listed property on sub-custody to the Borrower for a period of five years commencing 1 August 2016 and ending 1 August 2021, with an option for renewal, subject to the stipulations as set forth below.

The Borrower agrees to not sub-lease or display the above Government property at another location without prior written permission from the Lender.

Any work product, equipment or material resulting from efforts or at the expense of the Borrower with regard to the aircraft will become a permanent part of the aircraft and will be considered the property of the Lender unless specifically exempted by the Lender.

The Borrower agrees to repair or replace, at the discretion of the Lender, the borrowed item for any and all loss or damages that may be inflicted on the item while the life of the loan is in effect and/or until the loaned material is returned to the physical custody of the Lender. The Borrower agrees to be responsible to maintain corrosion control and routine maintenance. If the material borrowed is irreplaceable the borrower may be required to make monetary restitution to the Lender up to and including the full amount of value of the item.

The Borrower shall obtain no interest in the loaned property by reason of this agreement and title shall remain in the Lender at all times. Any improvements, modifications or additions on or to the property is limited to that approved in writing by the Lender and becomes the property of the Lender.

The Borrower agrees to use the loaned property in a careful and prudent manner, not without prior written permission of the Lender to modify, restore, or mount on pylons or any structure above ground in any way, which would alter the original form, design, or the historical significance of said property, to perform routine maintenance so as not to reflect discredit on the Lender and to display and protect it in accordance with the instructions set forth in Attachment One, incorporated herewith and made part of this Loan Agreement. Additionally, refer to Attachment I, Supplemental Requirements for Aircraft, Item 3, for more guidelines.

The Borrower agrees to report biennially to the Lender on the condition and location of the property. The Borrower agrees to display prominently a placard with the property at all times which contains the following credit line: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM AT PENSACOLA, FLORIDA." Additionally, articles published or submitted for publication or websites that refer to the loaned aircraft must credit the National Naval Aviation Museum as owner of the aircraft with, at a minimum, the words: "THIS AIRCRAFT IS ON LOAN FROM THE NATIONAL NAVAL AVIATION MUSEUM, PENSACOLA, FLORIDA."

The Borrower agrees to provide the Lender with 4 x 6 color prints on the loaned property within 90 days of the arrival of the aircraft at the Borrower's location and upon submission of the biennial certification statement thereafter. The photographs shall depict one full length photograph and one individual photograph clearly identifying the Bureau Number/Serial Number, if applicable. Photographs shall include general views of the display/storage areas with enough detail to identify each aircraft and/or artifact.

The Borrower agrees not to use the loaned property as security for any loan, not to sell, lease, rent, lend, or exchange the property for monetary gain or otherwise under any circumstances. Sub-custody assignment or loaning the property to any other entity will be only with the prior written approval of the Lender.

The Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Loan Agreement.

The Borrower agrees to indemnify, save harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgements, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the loaned property.

The Borrower agrees to return said property to the Lender on termination of this Loan Agreement, or earlier, if it is determined that the property is no longer required, at no expense to the Lender.

The failure of the Borrower to observe any of the conditions set forth in this Loan Agreement and the attachment(s) thereto shall be sufficient cause for the Lender to repossess the loaned property. Repossession of all or any part of the loaned property by the Lender shall be made at no cost or expense to the Government; the Borrower shall defray all maintenance, freight, storage, crating, handling, transportation, and other charges attributable to such repossession.

The Borrower has read, understands and acknowledges that concealing a material fact and/or making a fraudulent statement in dealings with the federal government may constitute a violation of 18 USC 1001 (Attachment Two).

Executed on behalf of the Lender this 1<sup>st</sup> day of August, 2016, at Pensacola, Florida.

United States of America

By: Lenore F. Taylor

LENORE F. TAYLOR

By direction

National Naval Aviation Museum  
1750 Radford Boulevard, Suite C  
Pensacola, FL 32508-5402

#### ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility for the loaned property subject to the terms and conditions contained in the Loan Agreement set forth above.

Executed on behalf of the Borrower this \_\_\_\_\_ day of \_\_\_\_\_, 2016, at \_\_\_\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

## ATTACHMENT ONE

### SUPPLEMENTAL REQUIREMENTS FOR AIRCRAFT

1. The Borrower agrees to use the loaned aircraft for display or educational purposes only and to protect the aircraft from vandalism by displaying it behind fences, or by other suitable means to deter easy access. The Borrower agrees to furnish the Lender a notarized statement on a biennial basis, certifying that the aircraft is still in the possession of the Borrower and being displayed in the same manner and condition as indicated by the original photograph or provide an updated photograph and details regarding changes.

2. The Borrower agrees that the loaned aircraft shall not be restored to flying condition, nor shall the aircraft be flown under any circumstances.

3. The Borrower agrees to maintain the loaned aircraft in good material condition including corrosion control, painting, preservation, etc. and not to cannibalize, exchange, or remove parts of the aircraft or to modify the aircraft without written permission by the Lender. In addition, the Borrower shall seek written permission from the Lender PRIOR to painting any markings or insignia onto aircraft, especially with respect to names being applied to aircraft.

4. If, at any time, the loaned aircraft is no longer used for display or educational purposes, or if the Borrower no longer wishes to keep the loaned aircraft, written notice shall be given to the Lender and the Lender shall be entitled to immediate repossession of the aircraft. The Lender will exercise its option within 60 days after receipt of written notice from the Borrower and will:

a. Advise the Borrower that the Lender has another requirement for the loaned aircraft and will make appropriate arrangements for repositioning.

b. Advise the Borrower that the Lender desires to repossess the loaned aircraft and will arrange for appropriate disposition at the present location.

c. Advise that the Lender has no further requirement for the loaned aircraft and that the Borrower, at the Borrower's expense, is authorized, based on the Borrower's preference, to dispose of the loaned aircraft by one of the following methods:

(1) Demilitarize/destroy the property to the extent required by current Department of Defense policy as set forth by detailed guidance to be provided by the Lender. The Borrower will be required to certify in writing to the Lender that all requirements have been met and will provide the Lender with photographs depicting the specific demilitarization and/or destruction accomplished.

(2) Transport the loaned aircraft to the nearest military activity, providing the installation commander of that activity is agreeable to accepting the aircraft. The Borrower will be responsible for any disassembly necessary and all arrangements to accomplish the movement and will be required to obtain a receipt from the military installation to be provided to the Lender for record purposes.

ATTACHMENT TWO

TITLE 18 – CRIMES AND CRIMINAL PROCEDURE

PART I – CRIMES

CHAPTER 47 – FRAUD AND FALSE STATEMENTS

Sec. 1001. Statements or entries generally

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully—

- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;
- (2) makes any materially false, fictitious, or fraudulent statement or representation; or
- (3) makes or uses any false writing or document knowing the same to contain any materially false fictitious, or fraudulent statement or entry;

shall be fined under this title or imprisoned not more than 5 years, or both.