

PACIFIC GROVE LIGHTHOUSE ASSET TRANSFER AGREEMENT

THIS ASSET TRANSFER AGREEMENT ("Agreement") is made and entered into as of June 1, 2010, by and between PACIFIC GROVE MUSEUM OF NATURAL HISTORY ASSOCIATION, a California nonprofit public benefit corporation ("Association"), and MUSEUM FOUNDATION OF PACIFIC GROVE, INC., a California nonprofit public benefit corporation ("Foundation"), and the HERITAGE SOCIETY OF PACIFIC GROVE, a California nonprofit public benefit corporation ("Society"), to become effective on June 1, 2010 (the "Effective Date").

RECITALS

A. The board of directors and members of the Association have voted to dissolve the Association nonprofit corporation.

B. The Association and the Foundation entered into a Memorandum of Understanding dated December 14, 2009 ("MOU") agreeing that upon dissolution of the Association and the filing of the Certification of Dissolution with the California Secretary of State, the Association shall grant, convey, assign, transfer, and deliver to the Foundation, and the Foundation shall acquire, all right, title, and interest of the Association in and to all assets of the Association.

C. The Certificate of Dissolution of the Association was filed with the California Secretary of State on March 19, 2010.

D. By agreement of the parties to this Agreement, certain of the assets of the Association, as defined in Section 1 of this Agreement, are to be transferred by the Foundation to the Society, an IRC §501(c)(3) charitable corporation, simultaneously with the receipt thereof by the Foundation.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and adequacy are hereby acknowledged by the parties:

1. **Transfer of the Assets to Foundation.** By this Agreement the Association hereby grants, conveys, assigns, transfers and delivers to the Foundation, and the Foundation hereby accepts from the Association, all right, title and interest of the Association in and to all of the following assets of the Association (collectively, the "Assets") existing as of the Effective Date:

(a) Personal Property. All inventory of the Lighthouse Store at Point Pinos Lighthouse, Pacific Grove, CA, including without limitation, books, posters, jewelry, clothing, toys, and other articles held for sale by Association located at the Lighthouse Store on the Effective Date, together with all copies of the *Point Pinos Lighthouse* book and the book located at the Pacific Grove Museum of Natural History on the Effective Date.

(b) Any book publishing rights held by Association (without representation or warranty as to the existence or validity of such rights) to publish the *Point Pinos Lighthouse* book by Jerry McCaffery and the *Emily Fish, Socialite Lighthouse Keeper* book by Shirley Eljenholm.

(c) Lighthouse Store petty cash funds in the amount of \$50.

2. **Transfer of the Assets to Society.** By this Agreement the Foundation hereby donates, grants, conveys, assigns, transfers and delivers to the Society, and the Society hereby accepts from the Foundation, all right, title and interest of the Foundation in and to all the Assets acquired pursuant to Section 1 of this Agreement existing

as of the Effective Date, without representation or warranty as to the existence or validity of any book rights included in Section 1(b).

3. **Further Action.** The Association and the Foundation shall execute and deliver such further instruments of conveyance and transfer and take such additional action as the Society may reasonably request to effect, consummate, confirm or evidence the transfer to the Society of the Assets or in preserving or perfecting its rights in the Assets.

4. **Expenses.** Each party hereto shall pay all of its own costs and expenses (including, without limitation, attorneys' and accountants' fees and other out-of-pocket expenses) in connection with the negotiation and execution of this Agreement, the performance of its obligations hereunder, and the consummation of the transactions contemplated hereby.

5. **Amendment and Waiver.** This Agreement may be amended, or any provision of this Agreement may be waived, so long as any such amendment or waiver is set forth in a writing executed by each party hereto and affected thereby, except that any amendment that would change any principal term of the Agreement must be approved by the members or other persons in the same manner as the MOU.

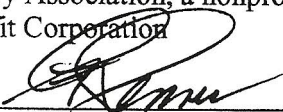
6. **Governing Law.** The law of the State of California shall govern all questions concerning the construction, validity, interpretation, and enforceability of this Agreement and the exhibits and schedules hereto, and the performance of the obligations imposed by this Agreement.

7. **No Strict Construction.** The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their collective mutual intent, and no rule of strict construction shall be applied against any person. The term "including" as used herein shall be by way of example, and shall not be deemed to constitute a limitation of any term or provision contained herein.

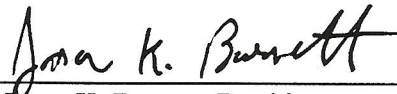
8. **Binding Effect.** This Agreement shall, in all respects, inure to the benefit of, and be binding upon, the respective parties and their successors and assigns on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

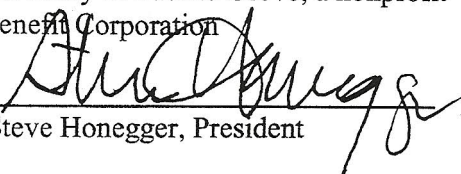
Pacific Grove Museum of Natural
History Association, a nonprofit Public
Benefit Corporation

By: 
Frank Penner, President

Museum Foundation of Pacific Grove, Inc.,
a nonprofit Public Benefit Corporation

By: 
Jason K. Burnett, President

Heritage Society of Pacific Grove, a nonprofit
Public Benefit Corporation

By: 
Steve Honegger, President