

AGREEMENT AND PLAN OF MERGER

(Autry National Center of the American West)

THIS AGREEMENT AND PLAN OF MERGER dated March 4, 2003, is between THE AUTRY WESTERN HERITAGE MUSEUM, a California non-profit corporation formerly known as the Gene Autry Western Heritage Museum (the "Autry"), and THE SOUTHWEST MUSEUM, a California non-profit corporation (the "Southwest").

A. The Southwest and the Autry presently provide deep and rich collections, and offer important opportunities for scholarly research. Both institutions are active participants in public and community activities.

B. At present, however, there is no institution in the United States which comprehensively provides the broad historical reach and in-depth collections ideally suited to meet the needs of the public and of scholars interested in the cultures of the West. Southwest and Autry recognize the strong connections and complementary characteristics and strengths of their respective missions and collections, and further recognize that, together, the institutions can become the pre-eminent repository of the history and cultures of Western America, from the societies of the American Indian, through the Northern Frontiers of New Spain and Mexico, to the realities and myths of the American West. In combination, the institutions could offer to the public and to scholars the most significant and comprehensive research and exhibit facilities on these subjects in the country.

C. Accordingly, the Board of Directors of the Autry and the Board of Trustees of the Southwest deem it advisable and in the best interests of the Autry and the Southwest, respectively, that the Autry and the Southwest collectively create the Autry National Center of the American West (the "Center") in accordance with this Agreement, by:

(1) amending the articles of incorporation of the Autry to change its name to the "Autry National Center of the American West" and amending and restating its bylaws as provided for herein; and

(2) merging the Southwest with the Center in accordance with the provisions of the California Nonprofit Public Benefit Corporation Law (the "Act").

D. The parties wish to enter into this agreement to set forth their respective obligations in connection with the formation of the Center and the merger.

IN CONSIDERATION of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

1. **Status.**

(a) **Surviving Corporation.** The Autry is a California non-profit corporation, with Employer Identification No. 95-3947744. The Autry has no members as defined in the Act. A copy of the IRS letter, determining that the Autry is a public charity under Internal Revenue Code ("IRC") Section 509(a)(1) and 170(b)(1)(A)(vi) is attached as Exhibit A. There has been no change to this status since the date of the letter.

(b) **Disappearing Corporation.** The Southwest is a California non-profit corporation with Employer Identification No. 95-1661698. The Southwest has no members as defined in the Act. A copy of the IRS letter, determining that the Southwest is a public charity

under IRC Section 509(a)(1) and 170(b)(1)(A)(vi) is attached as Exhibit B. There has been no change to this status since the date of the letter.

2. **Completion of Due Diligence.** Pursuant to Section 5.4 of that Memorandum of Understanding dated as of December 31, 2002 (the "MOU"), between the Southwest and the Autry, the Autry and the Southwest have commenced due diligence described therein with respect to the transactions provided for in this Agreement. The parties will use their best efforts to complete such due diligence within thirty days following the date of this Agreement. As provided for in Section 14(a) below, prior to March 31, 2003, either party has a right to terminate this Agreement if its board, acting in good faith, determines that the consummation of the transactions provided for herein will result in unacceptable material risks to such party.

3. **Notices and Approvals.**

(a) **Tax Clearance Certificate.** Prior to the Effective Date (as defined in Section 4), the Southwest shall request a Certificate of Satisfaction from the California Franchise Tax Board (using FTB Form 3555A). A copy of such certificate must be included with the copy of this Agreement filed with the California Secretary of State on the Effective Date.

(b) **Notice to California Attorney General.** Prior to the Effective Date, the Autry and Southwest shall comply with the notice requirements of the Act (including California Corporations Code Section 6010(a) and (b), as applicable, in which the California Attorney General is given 20 days advance notice of a proposed merger).

(c) **Notice to IRS.** The Autry will promptly notify the Internal Revenue Service of the changes to its articles and bylaws as a result of the merger provided for herein.

4. **Merger Effective Date.** Following the completion of due diligence efforts in accordance with Section 2 above, receipt of the FTB tax clearance certificate for the Southwest provided for in Section 3(a) above, the expiration of the 20-day notice period described in Section 3(b) above (as such period may be extended to resolve questions or issues raised by the California Attorney General), and when all applicable laws have been complied with and all necessary authorizations, approvals, or consents described in this Agreement have been received, unless this Agreement has been sooner terminated in accordance with Section 14 below, a copy of this Agreement, together with an officer's certificate of approval from each constituent corporation and the FTB tax clearance certificate, shall be submitted by the Autry and Southwest to the California Secretary of State for filing in accordance with the Act. The merger of the Southwest with and into the Autry (the "Merger") shall become effective on the date of such filing, which date is referred to in this Agreement as the "Effective Date."

5. **Governance of the Surviving Corporation.**

(a) **Articles.** Article One of the Autry's articles of incorporation are hereby amended as of the Effective Date to read as follows:

"One: The name of the corporation is: Autry National Center of the American West."

As so amended, the Autry's articles of incorporation shall remain in effect following the Effective Date until amended or repealed as provided by law.

(b) **Bylaws.** The Autry's bylaws are hereby amended and restated as of the Effective Date as set forth on Exhibit C attached hereto and thereafter shall remain in effect until amended or repealed as provided by law.

(c) Directors. Effective from and after the Effective Date, until changed in accordance with law and the Autry's bylaws, the directors of the Autry shall be the individuals named on Exhibit D attached hereto for their respective terms set forth in Exhibit D.

(d) Officers. There shall be no changes in the Autry's officers as a result of this merger.

6. Statement of Merger. It is agreed by the parties that on the Effective Date, as determined under Section 4 of this Agreement, the Southwest shall be merged into the Autry, the corporate existence of the Autry, which shall then be known as the Center, shall survive and continue, and the separate corporate existence of the Southwest shall cease. All of the rights and property of the Southwest shall be merged into and vested in the Autry and the corporate identity, existence, name, purposes, powers, rights and immunities of the Autry shall continue unaffected and unimpaired by the merger subject to the terms and conditions of this Agreement.

The Center shall be subject to all of the Southwest's debts, liabilities, and trust obligations, including (in this Agreement, any use of the term "*including*" shall have the same meaning as if written "including but not limited to") all donor-imposed use restrictions on funds or other assets, of the Southwest, in the same manner as if the Center had itself incurred them, and all rights of creditors and all liens and trust obligations on or arising from the property of each constituent corporation shall be preserved unimpaired, provided that such liens and trust obligations of the property of the Southwest, if any, shall be limited to the property affected by such liens and obligations immediately before the Effective Date.

7. Representations and Warranties of Southwest

Reference is made to that Certificate of even date herewith (the "*Southwest Certificate*") executed by Southwest in favor of the Autry. Southwest represents and warrants to the Autry that:

(a) Exempt Status. The information provided in Section 1(b) is true and correct.

(b) Authorization. Subject to Section 3: (i) the execution and delivery of this Agreement by Southwest, the performance of its obligations hereunder and the consummation of the Merger, have been duly and validly authorized by all necessary corporate action on the part of Southwest; and (ii) Southwest has duly executed and delivered this Agreement, and this Agreement is a legal, valid and binding obligation of it, enforceable in accordance with its terms (except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies).

(c) Assets and Liabilities. The balance sheet attached as Schedule A to the Southwest Certificate (the "*SW Balance Sheet*") presents fairly, in all material respects, the assets and liabilities of the Southwest, in accordance with generally accepted accounting principles ("*GAAP*"), as of December 31, 2002 and no material contracts, leases or similar obligations of the Southwest shall survive after the Effective Date except as disclosed in Schedule B to the Southwest Certificate.

(d) Tax Matters. Southwest has made all necessary and appropriate federal tax filings for the past ten (10) years. Southwest certifies that its 2001 federal tax filing is true and correct in all material respects and there have been no material adverse changes to the Southwest's financial position or tax status since the period covered by such filing. Southwest

shall file its 2002 return no later than June 30, 2003 and concurrently provide the Autry a copy of same for review. Southwest's current tax returns and the audited financial statements are being prepared by Rothstein, Kass & Company. Southwest has made all necessary and appropriate state tax and regulatory filings for the past ten (10) years. Southwest shall provide Autry access to true and correct copies of all of such filings.

(e) Employee Status. Southwest represents and warrants to the Autry that it has no employees as of the date of this Agreement except as disclosed in Schedule C to the Southwest Certificate ("*Southwest Employees*"), and that said Schedule C fully describes the status and any employment or termination agreements of such employees on or prior to the Effective Date. Except for any such employee benefits described in the schedule of surviving contracts and agreements attached as Schedule B to the Southwest Certificate, Schedule C also fully describes the status of any employee benefit programs (including life insurance and health insurance programs) applicable to such employees on or prior to the Effective Date.

(f) Retirement Plans. Southwest does not have any retirement system or obligations respecting any past or present employee, except for plans, if any, described on Schedule C to the Southwest Certificate, true and correct copies of which plans have been provided to the Autry prior to the date of this Agreement.

(g) Title. The Southwest's collection is summarized in Schedule D to the Southwest Certificate. Southwest represents and warrants that said Schedule D is accurate in all material respects. The Autry shall have access to the individual records of the collection which are maintained electronically or in written form at the Southwest. With respect to title to the Southwest's collection on an overall basis, in all material respects to the best knowledge of the Southwest (which for purposes of this provision shall mean the actual knowledge of any of the Chairman, President, Secretary and Executive Director of the Southwest), the Southwest holds defensible title to its collection except as otherwise disclosed in said Schedule D or in Schedule E. In addition, there have been no written claims or disputes (or written threats thereof) of any kind concerning the Southwest's title to any items in its collection, except: (i) as specifically disclosed in said Schedule D, (ii) for any restrictions and conditions with respect to any item in the collection set forth in the deed of gift or other instrument applicable to the acquisition of such item, (iii) for any such claims or disputes made more than ten (10) years prior to the date of this Agreement which have not been pursued or followed up in writing during such ten-year period, (iv) for certain claims under NAGPRA (the Native American Graves Protection and Repatriation Act), and (v) for claims or disputes which have been resolved.

(h) No Claims or Litigation. Except as specifically disclosed in Schedule E to the Southwest Certificate, there are (i) no outstanding claims or litigation against the Southwest or its collection, and (ii) no threatened claims or litigation known to the Southwest. For the purposes of this paragraph, "*claims*" or "*litigation*" cover the Southwest and its collection, including tort-based claims, insurance claims, title issues, contract disputes, real property disputes and any other area where the Southwest has direct material interests.

8. Representations and Warranties of Autry.

Reference is made to that Certificate of even date herewith (the "*Autry Certificate*") executed by the Autry in favor of the Southwest. Autry represents and warrants to the Southwest that:

(a) Exempt Status. The information provided in Section 1(d) is true and correct.

(b) Authorization. Subject to Section 3: (i) the execution and delivery of this Agreement by Autry, the performance of its obligations hereunder and the consummation of the Merger, have been duly and validly authorized by all necessary corporate action on the part of Autry; and (ii) Autry has duly executed and delivered this Agreement, and this Agreement is a legal, valid and binding obligation of it, enforceable in accordance with its terms (except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies).

(c) Assets and Liabilities. The Autry certifies that the balance sheet attached Schedule A to the Autry Certificate presents fairly, in all material respects, the assets and liabilities of the Autry, in accordance with GAAP, as of December 31, 2002.

(d) Tax Matters. Autry has made all necessary and appropriate federal tax filings for the past ten (10) years. Autry certifies that its 2001 federal tax filing is true and correct in all material respects and there have been no material adverse changes to the Autry's financial position or tax status since the period covered by such filing. Autry shall file its 2002 return no later than June 30, 2003 and concurrently provide Southwest a copy of same for review. Autry's current tax returns and the audited financial statements are being prepared by KPMG LLP (formerly known as KPMG Peat Marwick LLP). Autry has made all necessary and appropriate state tax and regulatory filings for the past ten (10) years. Autry shall provide Southwest access to true and correct copies of all of such filings.

9. Pledges. The SW Balance Sheet reflects the amount of certain donor pledges totaling approximately \$200,000 as of December 31, 2002, the funds of which have not been received by the Southwest prior to the date of this Agreement. The Southwest and the Autry shall use all reasonable efforts to cause such pledges to be funded to the Southwest prior to the Effective Date and to the Center after the Effective Date.

10. Covenants Pending the Merger Effective Date. During the period between the date of this Agreement and the Effective Date or the earlier termination of this Agreement (the "Transition Period"), the Southwest and the Autry shall, to the extent permitted by law, commence the integration of their operations, pursue the collective fundraising required to accomplish the initial objectives of the Center. In addition, the following provisions of this Section 10 shall apply:

(a) Museum Board Augmentation. Three persons jointly designated by Southwest and Autry from the Autry Board or Autry Trustees shall be invited as observers to all Southwest Board meetings throughout the Transition Period. Three persons jointly designated by Southwest and Autry from the Southwest Board shall be invited as observers to all Autry Board meetings throughout all the Transition Period.

(b) Creation of Center. The internal organization of the Center shall be developed during the Transition Period. Separate museum boards shall continue to operate. Action by the boards of both the Autry and the Southwest shall be needed to act on any major matters impacting the Center. An unofficial Center Board shall be formed for purposes of transition by mutual agreement.

(c) Transition. Southwest and Autry shall collectively take steps to integrate fundraising, marketing, grant applications, organization, and to facilitate the Center's expansion and appropriate utilization of the Southwest and Autry sites.

(d) Operations. The Autry's Executive Director shall be transitional head of Center and shall run transitional operations.

(e) Cultural Advisory Panel. Autry and the Southwest shall form an ad hoc Cultural Advisory Panel to advise the parties in the formation of the Center, and the assessment of the Southwest facilities and collection, on the following issues.

(i) Develop and/or enhance strong and lasting relationships for the Center with Native American tribes, leaders and organizations.

(ii) Provide vision for the short and long term integration of the Southwest collection and the Autry collection.

(iii) Advise the parties on cultural issues of importance to ethnic communities covered by the Southwest collection.

(f) Prohibited Activities. During the Transition Period, the Southwest shall not, without the prior written consent (which may not be unreasonably withheld or delayed) of the Autry, engage in any activity or transaction or make any payments other than in the ordinary course of its affairs or in furtherance of this Agreement and undertaken pursuant to procedures approved (which approval may not be unreasonably withheld or delayed) by the Executive Director of the Autry. Without limiting the generality of the foregoing, no deaccession of all or any portion of the Southwest collection shall be permitted.

11. Funding. The Autry has agreed to fund operating shortfalls of the Southwest, in an amount up to \$750,000, for the period from January 1, 2003 through the Effective Date or the earlier termination of this Agreement. Approximately \$120,000 has been paid to the Southwest for the month of January, 2003. Following the Effective Date, the Center shall work actively to raise additional funds for the Center from the philanthropic community.

12. Structure and Governance of the Center.

(a) As provided for in this Agreement, the Center shall be formally created on the Effective Date upon the amendment of the articles of incorporation of the Autry, the amendment and restatement of the bylaws of the Autry, the appointment of the individuals listed on Exhibit D as the directors of the Center for the terms listed thereon, and the Merger.

(b) Divisions. The Center shall include three independently operated, curatorially or scholarly driven entities: *The Autry Museum of Western Heritage*, *The Southwest Museum*, and *The Institute for the Study of the American West*. Each will be led by its own director, who will manage a distinct curatorial and research staff in order to maintain the identity and integrity of each entity as a part of the Center. Each entity, in coordination with the others and the Center, and within the overarching mission and capacity of the Center, will develop, submit for approval by the Center and manage its own budget, as well as its own exhibitions, programs, and collection initiatives and responsibilities. The Center will, in turn, coordinate and supervise the development, exhibition, education, outreach and other efforts by the constituent entities as well as manage essential, common functions for such entities, through departments or divisions which may include Collections (to include collection management, conservation, registrar, and exhibit design functions), Education (outreach, public programs, and volunteer services), Institutional Advancement (development, marketing, public relations, special events, membership, visitors services, and web site), and Administration (finance, human resources, operations, security, maintenance, retail sales, and café).

(c) Advisory Board. In addition to the Center's Board of Directors, there will be a unified non-governing advisory group for the Center, designated the "Board of Trustees" of the Center. The Board of Directors of the Center shall establish the requirements and standards which shall govern nomination to and membership in the Center of Board of Trustees. The initial Board of Trustees of the Center will be comprised of all of the existing members of the Board of Trustees of the Autry and the members of the Southwest Board of Trustees. Prior to the third anniversary of the Effective Date, no person who was a former member of the Southwest Board of Trustees shall be removed from (or not reelected to) the Board of Trustees of the Center for failure to pledge to meet any annual donation requirements of the Center's Bylaws applicable to such Board of Trustees (which bylaws applicable to the trustees are separate from the bylaws attached hereto), provided such individual otherwise reasonably participates as a member of the Center's Board of Trustees.

(d) Executive Director. The Center shall be operated by its President and Chief Executive Officer, who shall be the chief executive officer of the Center. The initial President and Chief Executive Officer of the Center shall be John L. Gray, the CEO and Executive Director of the Autry. The Center President and Chief Executive Officer shall handle all operational issues of the Center, including Center staff, Center facilities, Center development and expansion in accordance with applicable law, budgeting and accounting, records and fundraising.

(e) Joint Venture Right. The Center shall have the right to bring in additional partners, provided that any such partner (i) shall abide by the ongoing requirements herein and any implementing requirements respecting the Southwest collection; and (ii) shall be a university, an accredited museum in Southern California or a nationally recognized museum outside of California, a Native American tribe, or a government entity.

13. Post-Merger Obligations. Each of the parties hereto covenants that:

(a) Use of Collection. On and after the Effective Date, the Center shall, and shall cause any of its affiliates, directors, officers and employees to, maintain, the collections and other property of the Southwest and Autry in accordance with any bona fide third-party conditions and restrictions on the use thereof.

(b) De-Accession. On and after the Effective Date, there shall be no de-accession of any portion of Southwest's collection existing as of the date hereof (excluding duplicate library materials) through June 30, 2013 except de-accession of any items as may be necessary or appropriate by reason of a competing claim of title pursuant to applicable law. In addition, any of the following actions shall require the votes of at least 75% of the directors of the Center, including the vote of the Chairman of the Board:

(i) prior to June 30, 2013, any determination that the de-accession of any item from the Southwest's collection existing as of the date hereof (excluding duplicate library materials) is necessary or appropriate by reason of a competing claim of title pursuant to applicable law, which de-accession shall also be subject to American Association of Museum Standards;

(ii) after June 30, 2013, any de-accession of any portion of Southwest's collection existing as of the date hereof (excluding duplicate library materials), which de-accession shall also be subject to American Association of Museum Standards; and

(iii) at any time, any sale or other transfer of all or any material portion the Southwest site, including the adjacent Casa de Adobe and the property at 454 Crane Boulevard, as of the date hereof (the "Southwest Site").

(c) Employees. At the Effective Date, all persons employed at the Southwest as of the date hereof and all persons employed at the Autry as of the date hereof shall become employees of the Center. It is the intent of the parties that all such persons will remain employed by the Center on a going-forward basis.

(i) Full-time Southwest employees at the Effective Date (the "Covered Employees") shall be entitled to receive, during the one-year period following the date of the MOU (the "Covered Period") an overall compensation package, including wages and benefits, that is not materially less favorable overall than that received by them immediately prior to the date of the MOU. In addition, the Covered Employees shall receive full credit for the time such employees were employed by the Southwest for purposes of determining seniority and benefits (including for purposes of vesting and eligibility to participate in any employee benefit plan). If any Covered Employee is terminated by the Center for any reason (other than just cause) during the Covered Period, then such Covered Employee shall receive a severance package equal to such person's wages plus benefits for the remainder of such period. Covered Employees shall be express third party beneficiaries of this Section 13(c)(i).

(ii) With respect to part-time Southwest employees at the Effective Date, the compensation rates and any benefits payable by the Center for their services following the Effective Date shall be not materially less favorable overall to such individuals than their compensation rates and benefits immediately prior to the date of the MOU.

(d) Insurance. The Center shall maintain Southwest's existing directors and officers insurance for a period of six years after the Effective Date. Those persons who are or were directors and officers of the Southwest at or prior to the Effective Date shall be express third party beneficiaries of this Section 13(d).

(e) Sprague Center. The Center shall give full consideration to the proposed creation of the Norman F. Sprague, Jr. Cultural Resources Center. It may be determined to proceed with its construction as presently envisioned, or its design and/or placement could be modified to reflect the integrated needs of the Center's three entities. The Center shall not take any action in connection with the Norman F. Sprague, Jr. Cultural Resources Center without the knowledge and consent of its funders.

(f) Southwest Museum Operations. Subject to the provisions of Section 12(b) above, under the leadership of its own director and curators, the identity and integrity of Southwest Museum will be maintained as part of the Center and the Southwest staff will establish their museum's interpretive agenda creating permanent and temporary exhibitions for presentation in its galleries, as well as working with the Center's education staff to develop ancillary programs and outreach to students and families. It is anticipated that the collections will be used as the basis for pioneering research that results in important and substantial exhibitions, publications, and public programs.

(g) Braun Library. Within the Center, the Braun Research Library shall be operated as part of The Institute for the Study of the American West and its holdings considered part of the Southwest Museum collection. The Center shall maintain the identity and integrity of the Braun Research Library holdings through cataloguing, storage and access. The collection

name will be indicated in the "A" level cataloguing for each item, following the Library of Congress standard. As part of the Southwest's collection, the holdings of the Braun Research Library will be utilized in the development of exhibits, educational programming, research initiatives and publications. It will be relied upon in seeking funding for such efforts. The complementary strengths of the Braun Research Library and the Autry Research Center will provide an unparalleled opportunity for growth.

(h) Fundraising. The Center shall launch an endowment and capital campaign in 2004 with a goal of raising at least \$100,000,000, subject to the studies to be undertaken pursuant to the Master Plan referred to in Section 13(i) below).

(i) Master Plan. The Center shall undertake a thorough analysis and collaborative planning process regarding the combination of the Autry and Southwest to be completed no later than September 30, 2003 (the "*Master Plan*") which shall include, among other items: (i) facility reports which will analyze structure of facilities of Southwest and Autry existing as of the date hereof; and (ii) plans relating to capital and endowment campaigns.

(j) Location.

(i) The parties shall use all efforts to build a new facility adjacent to the existing Autry Museum to expand exhibition space and audience for programs relating to the Southwest.

(ii) It is the intention of the parties that, until and unless the Master Plan dictates otherwise, the Southwest Site shall be the location for all aspects of The Southwest Museum, including but not limited to, exhibition and education programs, storage of Southwest' collection and the Braun Library.

(iii) If the Master Plan determines that structural modifications or construction is necessary or appropriate at the Southwest Site, all reasonable efforts shall be taken to keep the Southwest Site open, and to protect the public's safety and visitors' comfort during such time.

(iv) Regardless of the outcome of the Master Plan, the parties shall use all reasonable efforts to pay full respect to the historical significance of all structures at the Southwest Site, and consult with community groups and local and state governments, with the hope to restore the site to its original glory, recognizing its value to the greater Los Angeles community.

14. Termination or Abandonment. This Agreement may be terminated and the merger abandoned prior to the Effective Date only:

(a) if the board of directors of either the Southwest or the Autry, evidenced by a certified copy of resolutions of that board delivered to the other party to this Agreement, acting in good faith, determines that the consummation of the transactions provided for herein will result in unacceptable material risks to such party; *provided, however,* that to be effective such notice pursuant to this subsection must be given not later than March 31, 2003, time being of the essence;

(b) if in the opinion of the board of directors of either the Southwest or the Autry, acting in good faith and evidenced by a certified copy of resolutions of that board delivered to the other party to this Agreement, the merger is impractical or undesirable because of either of the following facts or circumstances: (i) the occurrence of a material and adverse change in the other party's activities, holdings, or financial position; or

(ii) an opinion of counsel that a party hereto is not a nonprofit corporation recognized as tax exempt under IRC §501(c)(3); or

(c) by the mutual consent of the board of directors of the Autry and the board of trustees of the Southwest.

If termination occurs as provided in this Section, neither the Southwest nor the Autry or their respective directors, trustees, officers, employees or agents shall have any liability or obligation whatsoever in connection with or arising out of this Agreement or the transactions contemplated hereby.

15. Amendments to Agreement. This Agreement may be amended upon the approval by the boards of directors of the constituent corporations.

16. Governing Law. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by California law.

17. Entire Agreement. This Agreement constitutes the entire agreement of the parties, superseding any prior written or oral agreements between them on the same subject, including the MOU which is superseded by this Agreement.

18. Further Assurances. On request by the Autry or Southwest at any time and from time to time, the Southwest or Autry, as applicable, shall execute and deliver such documents and instrument and take such actions as may be reasonably desirable or necessary to vest in the Center the title to and possession of all rights, properties, assets (including bank accounts), trusts, and business of the Autry or Southwest or otherwise to carry out the full intent and purpose of this Agreement.

19. Notice. Any notice given by a party pursuant to this Agreement shall be in writing and delivered to the other party by personal service (including express or courier service), or by electronic communication (including email or telecopy) if confirmed in writing by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Autry: Autry Museum of Western Heritage
4700 Western Heritage Way
Los Angeles, California 90027
Attention: John Gray, Executive Director & CEO
Telephone: 323-667-2000
Facsimile: 323-666-9030
email: jgray@autry-museum.org

with copy to: David W. Cartwright, Esq.
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, California 90071
Telephone: 213-430-6285
Facsimile: 213-430-6407
email: dcartwright@omm.com

Southwest: The Southwest Museum
234 Museum Drive
Los Angeles, California 90065
Attn: Duane King, Executive Director
Telephone: 323-221-2164, ext. 222
Facsimile: 323-225-8607
email: dking@southwestmuseum.org

with copy to: Gregory L. Surman
Gibson, Dunn & Crutcher LLP
333 S. Grand Ave., Suite 4700
Los Angeles, California 90071
Telephone: 213-229-7853
Facsimile: 213-229-6853
email: gsurman@gibsondunn.com

Any such notice shall be deemed given on the date personally served, if by personal service and two days after the date electronically communicated if confirmed in writing by registered or certified mail as described above.

20. Representatives.

(a) The representatives of the Southwest, by executing this Agreement, acknowledge, solely in their capacity as officers of the Southwest and not personally, that to their actual knowledge and after inquiry of Duane King, the Executive Director of the Southwest, but with no obligation to make further inquiry, the representations and statements made by the Southwest in Section 7 above are true and correct in all material respects.

(b) The representatives of the Autry, by executing this Agreement, acknowledge, solely in their capacity as officers of the Autry and not personally, that to their actual knowledge and after inquiry of John Gray, the Executive Director & CEO of the Autry, but with no obligation to make further inquiry, the representations and statements made by the Autry in Section 8 above are true and correct in all material respects.

(c) None of the individuals executing this Agreement on behalf of the Southwest or the Autry, nor the individuals providing the information on which they have relied, shall, by reason of this Section 20 or otherwise (including by reason of the execution of the Certificates referred to in Sections 7 and 8 above), have any personal liability or obligation to the other party hereunder or in connection with the transactions provided for herein.

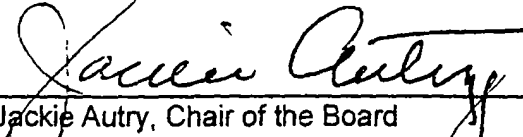
21. Exhibits. The following exhibits are attached to and incorporated by reference in this Agreement:

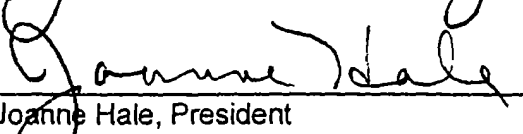
Exhibit A	Autry IRS Letter
Exhibit B	Southwest IRS Letter
Exhibit C	Center Bylaws
Exhibit D	Initial Center Board of Directors

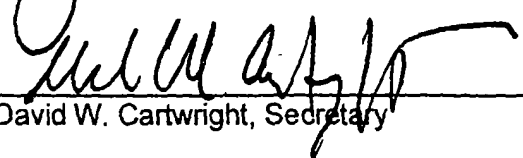
22. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all of them together shall constitute only a single agreement.

IN WITNESS WHEREOF, the Southwest and the Autry have executed this Agreement on the date first above written.

THE AUTRY WESTERN HERITAGE MUSEUM, a California non-profit corporation

By: 
Jackie Autry, Chair of the Board

By: 
Joanne Hale, President

By: 
David W. Cartwright, Secretary

THE SOUTHWEST MUSEUM, a California non-profit corporation

By: 
Michael Heumann, Chairman & President

By: 
Tom Lee, Vice President

By: 
Joan Wilson, Secretary

AUTRY CERTIFICATE

(Autry National Center of the American West)

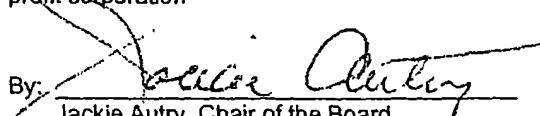
THIS CERTIFICATE is executed as of March 4, 2003, by THE AUTRY WESTERN HERITAGE MUSEUM, a California non-profit corporation formerly known as the Gene Autry Western Heritage Museum (the "Autry"), in favor of THE SOUTHWEST MUSEUM, a California non-profit corporation (the "Southwest"), pursuant to that Agreement and Plan of Merger of even date herewith (the "Merger Agreement") between the Autry and the Southwest.

IN CONSIDERATION of the covenants and agreements in the Merger Agreement, the Autry hereby represents and warrants to the Southwest that the balance sheet attached hereto as Schedule A presents fairly, in all material respects, the assets and liabilities of the Autry, in accordance with generally accepted accounting principles, as of December 31, 2002

IN ADDITION, the Autry acknowledges and hereby confirms its belief that the value of the merger in accordance with the terms and restrictions in the Merger Agreement (including but not limited to restrictions applicable to de-accessioning any part of the former collection of the Southwest) does not exceed the threshold level established under the rules implementing the Hart-Scott-Rodino Act.

WITNESS the execution of this Certificate as of the date set forth above.

THE AUTRY WESTERN HERITAGE MUSEUM, a California non-profit corporation

By: 
Jackie Autry, Chair of the Board

By: 
Joanne Hale, President

By: 
David W. Cartwright, Secretary

SOUTHWEST CERTIFICATE

(Autry National Center of the American West)

THIS CERTIFICATE is executed as of March 4, 2003, by **THE SOUTHWEST MUSEUM**, a California non-profit corporation (the "Southwest"), in favor of **THE AUTRY WESTERN HERITAGE MUSEUM**, a California non-profit corporation formerly known as the Gene Autry Western Heritage Museum (the "Autry"), pursuant to that Agreement and Plan of Merger of even date herewith (the "Merger Agreement") between the Autry and the Southwest.

IN CONSIDERATION of the covenants and agreements in the Merger Agreement, Southwest hereby represents and warrants to the Autry that.

1. **Assets and Liabilities.** The balance sheet attached hereto as Schedule A presents fairly, in all material respects, the assets and liabilities of the Southwest, in accordance with generally accepted accounting principles, as of December 31, 2002, and no material contracts, leases or similar obligations of the Southwest shall survive after the Effective Date (as defined in the Merger Agreement) except as disclosed in Schedule B attached hereto.

2. **Employee Status.** Southwest has no employees as of the date of this Certificate except as disclosed in Schedule C attached hereto, and that said Schedule C fully describes the status and any employment or termination agreements of such employees on or prior to the Effective Date. Except for any such employee benefits described in the schedule of surviving contracts and agreements attached hereto as Schedule B, Schedule C also fully describes the status of any employee benefit programs (including life insurance and health insurance programs) applicable to such employees on or prior to the Effective Date.

3. **Retirement Plans.** Southwest does not have any retirement system or obligations respecting any past or present employee, except for plans, if any, described on Schedule C attached hereto, true and correct copies of which plans have been provided to the Autry prior to the date of this Certificate.


4. **Title.** The Southwest's collection is summarized in Schedule D attached hereto. Southwest represents and warrants that said Schedule D is accurate in all material respects. With respect to title to the Southwest's collection on an overall basis, in all material respects to the best knowledge of the Southwest (which for purposes of this provision shall mean the actual knowledge of any of the Chairman, President, Secretary and Executive Director of the Southwest), the Southwest holds defensible title to its collection except as otherwise disclosed in said Schedule D or in Schedule E. In addition, there have been no written claims or disputes (or written threats thereof) of any kind concerning the Southwest's title to any items in its collection, except: (i) as specifically disclosed in said Schedule D, (ii) for any restrictions and conditions with respect to any item in the collection set forth in the deed of gift or other instrument applicable to the acquisition of such item, (iii) for any such claims or disputes made more than ten (10) years prior to the date of this Agreement which have not been pursued or followed up in writing during such ten-year period, (iv) for certain claims under NAGPRA (the Native American Graves Protection and Repatriation Act), and (v) for claims or disputes which have been resolved.

5. **No Claims or Litigation.** Except as specifically disclosed in Schedule E attached hereto, there are (i) no outstanding claims or litigation against the Southwest or its collection, and (ii) no threatened claims or litigation known to the Southwest. For the purposes of this paragraph, "claims" or "litigation" cover the Southwest and its collection, including tort-based claims, insurance claims, title issues, contract disputes, real property disputes and any other area where the Southwest has direct material interests.

WITNESS the execution of this Certificate as of the date set forth above.

THE SOUTHWEST MUSEUM, a California non-profit corporation

By: 
Michael Heumann, Chairman & President

By: 
Tom Lee, Vice President

By: 
Joan Wilson, Secretary