

815208

Merger  
filed 8-28-72

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46 pgs.

F-15,208.6

MARRIOTT CORPORATION

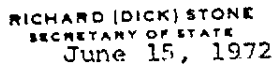
Merger merging FARRELL'S INC  
an Oregon corp (F-25,157) into  
above.

FILED IN OFFICE OF DEPARTMENT  
OF STATE, STATE OF FLORIDA,  
by bc on August 28, 1972

RICHARD (DICK) STONE  
SECRETARY OF STATE

corp-1

THE CAPITOL  
TALLAHASSEE 32304



C T Corporation System  
918-16th Street, North West  
Washington, D. C. 20006

Attention: Richard T. Rizzi

Gentlemen:

Subject: MARRIOTT CORPORATION merging FARRELL'S, INC.

Document: returned \_\_\_\_\_ pending X Withdrawal \_\_\_\_\_  
 Charter \_\_\_\_\_ Amendment \_\_\_\_\_ Merger X Dissolution \_\_\_\_\_

1. \_\_\_\_\_ Name is not available.
2. \_\_\_\_\_ Name must include a corporate suffix.
3. XXX Check for \$ 15 has been received and deposited back via  
~~x instant transfer to cover xxx Charter tax xxxxxx Filing fee xxxxx~~  
Certified copy \_\_\_\_\_ Resident agent fee \_\_\_\_\_.
4. \_\_\_\_\_ Complete mailing address for principal place of business,  
directors, and subscribers which must include a street  
address, rural route, or highway.
5. \_\_\_\_\_ The number of directors the corporation shall have must be  
shown with a statement designating the total number.
6. \_\_\_\_\_ All subscribers must sign and their signatures must be  
notarized.
7. \_\_\_\_\_ Notary public's acknowledgement is incomplete.
8. \_\_\_\_\_ President's signature must be acknowledged.
9. \_\_\_\_\_ Amendment must include a statement of approval of  
stockholders and directors.
10. \_\_\_\_\_ Resident agent must be designated at the time of filing  
certificate of incorporation. See attached for instructions.
11. XX Other We must have proof of payment of all taxes due the  
Florida Revenue Commission for FARRELL'S INC. before  
the Merger can be filed. Please send it to the PERSONAL  
AND CONFIDENTIAL ATTENTION OF DOT JORDAN.

Sincerely,

RICHARD (DICK) STONE  
Secretary of State

By David S. Jones  
David S. Jones, Chief  
Bureau of Corporation Records



STATE OF FLORIDA  
Department of State

AT THE CAPITOL  
TALLAHASSEE, FLORIDA

RICHARD (DICK) STONE  
SECRETARY OF STATE

August 28, 1972

ROY L. ALLEN, DIRECTOR  
DIVISION OF CORPORATIONS

C T CORPORATION SYSTEM  
918 - 16th Street, Northwest  
Washington, D. C. 20006

Attention: Richard T. Rizzi

Dear Sir:

Subject: MARIOTT CORPORATION

This will acknowledge receipt of the following documents for the above captioned corporation:

- X 1. Check in the amount of \$15.
- 2. Articles of Incorporation
- 3. Amendment to Articles of Incorporation
- X 4. Articles of Merger and Consolidation merging FARRELL'S INC. a Delaware corporation into above. Filed August 28, 1972.
- 5. Certificate of Withdrawal received and filed
- 6. Limited Partnership

Enclosed please find:

- 1. Invoice No. in the amount of \$
- 2. Certified Copy (s)
- 3. Certificate under Seal
- 4. Photocopy (s)
- 5. A refund of \$ will be forwarded later
- 6. Enclosures or details of filing:

Filed: August 28, 1972.

Sincerely,

RICHARD (DICK) STONE  
Secretary of State

*David S. Jones*  
David S. Jones, Chief  
Bureau of Corporation Records

CORP-2  
6-1-72

DJ/

6-1-72

Enclosure

# C T CORPORATION SYSTEM



Associated with The Corporation Trust Company  
918-16TH STREET, N.W., WASHINGTON, D. C. 20006 • (202) 347-1601

June 8, 1972

F 15,208

RE: MARRIOTT CORPORATION (Del.)  
Merged: FARRELL'S, INC. (Ore.)

Secretary of State  
Corporation Department  
Tallahassee, Florida 32304

F 26,151

Counsel: Marriott Corporation  
Att: Robert B. Morris, Secy. & Csl.  
5161 River Road  
Washington, D.C. 20016

Dear Sir:

In accordance with instructions received from the above named attorney, we attach a certified copy of Agreement of Merger between the subject corporations. Please file on behalf of the surviving Delaware corporation which is qualified in your State.

Our check to cover your fee is enclosed. The usual evidence should be forwarded to this office.

Thank you for your assistance.

Very truly yours,

C T CORPORATION SYSTEM

Richard T. Rizzi  
Assistant Secretary

|               |       |
|---------------|-------|
| PRIVILEGE TAX |       |
| TAX           | 15.00 |
| FILING        | 15    |
| C. COPY       |       |
| R. A. FEE     |       |
| P. COPY       |       |
| SEARCH        |       |
| TOTAL         | 15    |
| BALANCE DUE   |       |
| REFUND        |       |

TAXES  
CST paid  
CPT over  
PR Paid

RTR:ml  
enc. - Check  
1/28/72

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JUN 12 9 - 54600 \*\*\*15.00

I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that I have on this day filed in this office, duly authenticated copy of Agreement of merger merging LAYBELL'S, INC., an Oregon corporation into LARNOFF CORPORATION, a Delaware corporation. Said merger has been perfected under the Laws of the State of Delaware.

28th

August,

AGREEMENT AND PLAN OF MERGER AND REORGANIZATION  
OF  
FARRELL'S, INC., INTO MARRIOTT CORPORATION

I.

Parties and Transaction

1.01 Parties. The parties to this Agreement and Plan of Merger and Reorganization ("Agreement") are FARRELL'S, INC., an Oregon corporation ("Farrell's"), MARRIOTT CORPORATION, a Delaware corporation ("Marriott"), ROBERT E. FARRELL ("Farrell"), KENNETH E. MCCARTHY ("McCarthy") and G. DALE BELFORD ("Belford"). Marriott is hereafter sometimes referred to as the "Surviving Corporation." Marriott and Farrell's are hereafter sometimes referred to as the "Constituent Corporations." Farrell, McCarthy and Belford are hereafter sometimes referred to as the "Principal Shareholders."

1.02 Merger. It is proposed that Farrell's shall be merged into Marriott, with Marriott being the Surviving Corporation, on the terms and conditions set forth herein.

II.

Terms and Conditions of Proposed Merger

2.01 Approvals. The boards of directors of Marriott and Farrell's have approved this Agreement. This Agreement shall be submitted to the shareholders of Farrell's for approval at a special meeting to be held not later than June 1, 1972, or such later date as may be mutually agreed upon by the boards of directors of Marriott and Farrell's), and shall be so adopted upon receiving the affirmative vote of the holders of at least two-thirds of the outstanding shares of Farrell's. Approval of the shareholders of Marriott is not required under the provisions of Section 251(f)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



of the General Corporation Law of the State of Delaware and shall not be obtained since the shares of Marriott to be issued in accordance with the terms of this Agreement will not exceed twenty per cent of the shares of Marriott outstanding immediately prior to the Effective Date.

2.02 Termination of Agreement. If this Agreement is not adopted by Farrell's shareholders within the period provided for such shareholders' action, including any mutually agreed upon extension, then this Agreement and all the rights and obligations of the parties hereunder shall terminate and be of no further force or effect.

2.03 Articles of Merger and Filing of Agreement. If this Agreement is adopted by Farrell's shareholders and not prevented by failure of a condition precedent or abandoned in accordance with the provisions hereof, then as soon as practicable after satisfaction of the conditions set forth in section 2.09 and 2.10, below,

(a) Articles of Merger consistent with the terms of this Agreement shall be executed and delivered to the Corporation Commissioner of the State of Oregon, as provided in Section 57.470, Oregon Revised Statutes ("ORS"); and

(b) A duly executed, acknowledged and certified copy of this Agreement shall be filed with the Secretary of State of Delaware, as provided in Sections 251 and 252 of the General Corporation Law of the State of Delaware ("DCL").

2.04 Effective and Closing Dates.

(a) For all purposes of the laws of the State of Oregon, this Agreement and the merger made pursuant hereto shall become effective and the separate existence of Farrell's shall cease, as soon as this Agreement shall have been adopted and



executed in accordance with the laws of the State of Oregon; Articles of Merger shall have been executed and delivered to the Oregon Corporation Commissioner; and a certificate of merger issued, all in accordance with provisions of Oregon law.

(b) For all purposes of the laws of the State of Delaware, this Agreement and the merger made pursuant hereto shall become effective as soon as this Agreement shall have been adopted, approved, executed and acknowledged in accordance with the laws of the State of Delaware; certificates of its adoption and approval shall have been executed in accordance with such laws; and this Agreement and such certificates shall have been filed in the office of the Secretary of State of the State of Delaware and recorded in the office of the Recorder of New Castle County, Delaware.

(c) The date upon which the merger shall become effective in both the States of Oregon and Delaware shall be deemed to be the "Effective Date" for the purpose of this Agreement.

(d) If the Articles of Merger have been filed with the Corporation Commissioner of the State of Oregon and this Agreement shall have been filed with the Secretary of State of the State of Delaware in accordance with the respective laws of said states by June 2, 1972, then such date shall be the "Closing Date" for the purpose of this Agreement. If not, then the date by which both filings shall have been accomplished shall be the "Closing Date."

2.05 Certain Effects of Merger; Further Assurances.

On the Effective Date, Farrell's shall be merged into Marriott, and the separate existence of Farrell's shall cease. Marriott shall succeed to all of the affairs of Farrell's, as provided in ORS 57.480 and other applicable law. At any time, or from time to time

thereafter, the last acting officers of Farrell's or the officers of Marriott may, in the name of Farrell's or otherwise as may be appropriate, execute and deliver all deeds, assignments and other instruments and take or cause to be taken all such action as Marriott may deem necessary or desirable to vest, perfect, or confirm in Marriott title to and possession of all of the property, rights, privileges, immunities, powers and franchises of Farrell's and otherwise effectuate the purposes of this Agreement.

2.06 Name. The corporate name of the Surviving Corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall not be affected nor impaired by the merger. On the Effective Date the separate existence and corporate organization of Farrell's shall cease.

2.07 Directors and Officers of Marriott. The directors and officers of Marriott on the Effective Date shall continue to be the officers and directors of the Surviving Corporation for the terms for which they were elected and until their successors are duly elected and qualified as provided by law and the bylaws of the Surviving Corporation.

2.08. Certificate of Incorporation and Bylaws. The Certificate of Incorporation and Bylaws of Marriott in force on the Effective Date of the merger shall not be changed and shall remain in effect as the Certificate of Incorporation and Bylaws of the Surviving Corporation until altered, amended or repealed, as provided by law.

2.09 Conditions Precedent. Marriott shall have no obligation to effect the merger of Farrell's into Marriott unless all of the following conditions (each of which may be waived by Marriott) are satisfied on or before the Closing Date:

(a) Representations and Warranties. All

representations and warranties of Farrell's and the Principal Shareholders contained in this Agreement and in any document delivered pursuant hereto shall be true and correct in all material respects as of the date when made and as of the Closing Date.

(b) Performance. Farrell's and the Principal Shareholders shall have performed and complied in all material respects with all covenants, agreements and conditions required of each of them by this Agreement.

(c) Certificates. Farrell's shall have delivered to Marriott a copy of the resolutions of the board of directors and the shareholders of Farrell's adopting this Agreement, certified by Farrell's secretary, and certificates of its president and secretary dated the Closing Date to the effect that the conditions in subsections (a) and (b), above, have been satisfied.

(d) Opinion of Farrell's Counsel. Marriott shall have received from Messrs. Duffy, Stout, Georgeson and Dahl an opinion dated the Closing Date, in form and substance reasonably satisfactory to Marriott and its counsel, to the following effect:

(i) The matters stated in subsections 4.01(a) and (b) are as stated therein;

(ii) To the best of their knowledge, the matters stated in subsections 4.01 (e), (g), (h), (j), (n) and (q) are as stated therein:

(iii) This Agreement is the valid obligation of Farrell's and the Principal Shareholders and legally binding on each of them in accordance with its terms; and

(iv) All corporate and other proceedings required to be taken by or on the part of Farrell's to authorize and carry out this Agreement and effect the merger contemplated hereby have been duly taken.

(e) Audit. Marriott shall have received from Arthur Young & Company audited financial statements of Farrell's for its fiscal year ended March 31, 1972, prepared in accordance with generally accepted accounting principles, and a letter stating in effect that in the course of its limited review of Farrell's accounting records and such other procedures as said accountants deem appropriate, nothing has come to their attention indicating any material adverse change in the financial condition or results of operations of Farrell's between March 31, 1972, and the date on which their audit processes were completed.

(f) Action or Proceeding. There shall have been no suit, action, governmental investigation or other proceeding concerning any party to this Agreement, nor, to the knowledge of Farrell's, shall any basis therefor have arisen, that might result in any order of a court or governmental agency which, in the reasonable opinion of Marriott's General Counsel, renders it impossible or inadvisable for Marriott to consummate the transactions contemplated by this Agreement.

(g) The Oregon Investment Council, in accordance with the provisions of Section 10.8 of the Senior Subordinated Note Agreement dated November 15, 1971, between Farrell's and Robert W. Straub, State Treasurer of Oregon, as investment officer for the Oregon Investment Council, shall have given its written consent to the merger in a form acceptable to Marriott's General Counsel.

(h) The lessors under the leases described in Schedule A and the other party or parties to all contracts to which Farrell's is a party, which require consent of any such party, shall have given their written consent to the merger and shall have waived such restrictions as may reasonably be deemed necessary by Marriott's General Counsel.

(i) Hambrecht & Quist shall have exercised its option to purchase 10,000 shares of Farrell's common stock at a price of \$6.00 per share, in accordance with the provisions of Section 6 of the letter agreement dated May 4, 1971, between Farrell's and Hambrecht & Quist.

(j) The Principal Shareholders shall have paid in full all indebtedness which they owe to Farrell's.

(k) After March 31, 1972, there shall be no material adverse changes in the financial condition of Farrell's.

(l) The results of Farrell's operations, as disclosed by the March 31, 1972, audited income statements, shall show sales of not less than \$7,000,000 for Farrell's Ice Cream Parlour Restaurant units, and \$450,000 for The Coquery and combined pre-tax profits of not less than \$550,000.

(m) Marriott shall have entered into employment and management agreements with Farrell and Belford.

2.10 Conditions Precedent for Farrell's. Farrell's shall have no obligation to effect the merger of Farrell's into Marriott unless all of the following conditions (each of which may be waived by Farrell's) are satisfied on or before the Closing Date:

(a) Representations and Warranties. All representations and warranties of Marriott contained in this Agreement and in any document delivered pursuant hereto shall be true and correct in all material respects as of the date when made and as of the Closing Date.

(b) Performance by Marriott. Marriott shall have performed and complied in all material respects with all covenants, agreements and conditions required of it under this Agreement.

(c) Certificates. Marriott shall have delivered to Farrell's copies of the resolutions of its board of directors

approving this Agreement and certified by its secretary, and certificates of its president, or vice-president, and secretary dated the Closing Date to the effect that the conditions in subsections (a) and (b), above, are satisfied.

(d) Opinion of Marriott's Counsel. Farrell's shall have received from Sterling D. Colton, General Counsel for Marriott, an opinion dated the Closing Date, in form and substance reasonably satisfactory to Farrell's and its counsel, to the following effect:

(i) The matters stated in subsections 4.02(a) and (b) are as stated therein;

(ii) To the best of his knowledge, the matters stated in subsections 4.02(e), (f) and (g) are as stated therein;

(iii) This Agreement is the valid obligation of Marriott legally binding upon Marriott in accordance with its terms; and

(iv) All corporate and other proceedings required to be taken by or on the part of Marriott to authorize and carry out this Agreement and effect the merger contemplated hereby have been duly taken.

(e) Action or Proceeding. There shall have been no suit, action, governmental investigation or other proceeding concerning any party to this Agreement, nor, to the knowledge of Marriott, shall any basis therefor have arisen, that might result in any order of a court or governmental agency which, in the reasonable opinion of Messrs. Duffy, Stout, Georgeson and Dahl, renders it impossible or inadvisable as a matter of law for Farrell's to consummate the transactions contemplated by this Agreement.

(f) Marriott shall have entered into employment

and management agreements with Farrell and Belford.

2.11 Abandonment. Notwithstanding any other provisions herein, this Agreement may be terminated and abandoned at any time prior to the Effective Date by action taken as follows:

(a) By mutual consent of the board of directors of Farrell's and of Marriott.

(b) By the board of directors of Farrell's if the conditions set forth in section 2.10 of this Agreement shall not have been satisfied by June 1, 1972.

(c) By the board of directors of Marriott if the conditions set forth in section 2.09 shall not have been satisfied by June 1, 1972.

The dates stated in subsections (b) and (c) may be changed at any time as may be mutually agreed by the boards of directors of Farrell's and of Marriott.

### III.

#### Conversion of Shares

##### 3.01 Authorized and Outstanding Shares of Farrell's.

Farrell's has 5,000,000 authorized shares of common stock with a par value of \$0.20 per share and 497,919 shares outstanding as of the date hereof. The outstanding shares of Farrell's shall not be changed between the date hereof and the Effective Date without Marriott's written consent, except for the 25,000 shares to be issued in the event the Oregon Investment Council or its assignee exercises its warrants.

3.02 Conversion of Shares. The manner and basis of converting the shares of Marriott and Farrell's in effecting the merger shall be as follows:

(a) Marriott Shares. The issued and outstanding shares of Marriott shall not be affected by the merger.



(b) Farrell's Shares. Every share of Farrell's stock issued and outstanding or held in the treasury shall cease to exist on the Effective Date, and Marriott shall deliver to the holder of each issued and outstanding share of Farrell's stock, and each such share shall on the Effective Date automatically and without action of any party become 0.48 of a share of Marriott common stock; provided, however, that no fractional shares of Marriott shall be issued, and in lieu of the issuance of fractional shares to which any holder of Farrell's shares would otherwise be entitled to receive, a payment of cash shall be made as provided in section 3.04.

(c) Dissenters' Rights. The provisions for exchange and conversion set forth in article III of this Agreement shall not apply to any Farrell's shares with respect to which a written objection and demand are filed and pursued pursuant to ORS 57.437 et seq., and the holders of such shares shall receive in exchange therefor only the payments provided for by ORS 57.437-450.

(d) Adjustments. In the event Marriott shall have declared or paid to its shareholders of record on a date prior to the Effective Date a stock dividend upon, or prior to such date subdivided, split, reclassified or combined, its common shares, such action shall not constitute a breach of any provision of this Agreement and shall not affect the number of shares of Marriott common stock to which the holders of shares of Farrell's stock are entitled on the Effective Date. However, the initial ratio for conversion of Marriott stock into Farrell's stock, as provided in section 3.02, shall, in any such event, be adjusted as necessary to account for the event in the same manner that the event would be accounted for if it occurred after the Effective Date.

3.03 Certificates for Shares. The stock transfer books

of Farrell's shall be closed on the Effective Date and no transfer of Farrell's shares shall thereafter be made or recorded. As soon as practicable after the Effective Date, each holder of one or more certificates nominally representing Farrell's stock shall surrender such certificates and shall receive, in accordance with the terms of section 4.04 and subject to section 3.04, one or more certificates for the full number of shares of Marriott stock to which such shareholder is entitled, as provided above, together with any dividends (without interest) on such stock as to which the payment date shall have occurred on or prior to the date of surrender of the Farrell's certificates and the amount payable in lieu of a fractional interest (also without interest) in accordance with section 3.04. Until so surrendered for exchange, each such certificate nominally representing Farrell's shares shall be deemed for all corporate purposes (except for the payment of dividends, which shall be deferred until the exchange of stock certificates as provided above) to evidence the ownership of the number of shares of Marriott stock which the holder of such certificate would be entitled to receive upon its surrender to Marriott, and Marriott may rely conclusively on the stock records of Farrell's to determine the names, addresses and number of shares of Marriott stock held by former stockholders of Farrell's.

3.04 Fractional Shares. No fractional shares of Marriott stock, or certificates or scrip representing the same, shall be issued. In lieu thereof, each holder of Farrell's stock having a fractional interest as a result of the merger shall be entitled to receive from Marriott in complete satisfaction thereof an amount equal to \$35.00 multiplied by such fractional interest.

IV.

Other Provisions

4.01 Representations and Warranties. Farrell's and each of the Principal Shareholders represent and warrant to Marriott as follows:

(a) Organization and Authority. Farrell's is a corporation duly organized and existing in good standing under the laws of the State of Oregon with full corporate power to carry on its business and to own or otherwise possess its properties as it now purports to do, and, in the opinion of Farrell's, is duly qualified and in good standing in those other jurisdictions where its qualification as a foreign corporation is required by the present character and location of its business and properties. The copies of Farrell's Articles of Incorporation and Bylaws (together with all amendments thereto) which have been delivered to Marriott are complete and correct.

(b) Capital Stock. The authorized and outstanding shares of Farrell's are as set forth in section 3.01, above, and are validly issued, fully paid, and nonassessable. There is no existing option, warrant, call, right of conversion or other commitment requiring the issuance by Farrell's of any additional equity security, except the warrants of Oregon Investment Council to purchase 25,000 shares of Farrell's stock, as described in subsection 2.09(g).

(c) Financial Statements. Farrell's has delivered to Marriott copies of Farrell's Balance Sheets and Income Statements as at March 31, 1969, 1970 and 1971, respectively, and prior to the Closing Date will deliver to Marriott Farrell's Balance Sheet and Income Statement as at March 31, 1972. Each of such financial statements is complete, true, and correct, is in accordance with the books and records of Farrell's, presents fairly the financial

condition and results of operations as of the date and for the period indicated, and has been prepared in accordance with generally accepted accounting principles applied on a consistent basis, except for the restatement of the March 31, 1969, Balance Sheets and Income Statements as to which Marriott has been fully advised. The books of account of Farrell's fully and fairly reflect all of its respective transactions and are correct and complete.

(d) Balance Sheet. Farrell's Balance Sheet as at March 31, 1972, is herein sometimes referred to as the "Balance Sheet" and the date thereof is sometimes referred to as the "Balance Sheet Date." As at the Balance Sheet Date, Farrell's had no liability (whether accrued, absolute, contingent, or otherwise, and whether due or to become due) in excess of \$10,000 in the aggregate, which is not shown on the Balance Sheet, or reflected in the notes thereto or described in a Schedule referred to in this Agreement, except that Farrell's does not accrue vacation or termination pay nor audit fees. Farrell's is not, directly or indirectly, liable upon or with respect to (by discount, repurchase agreement or otherwise), or obligated in any way to provide funds in respect of or to guarantee or assume, any obligation of any other entity, except endorsements made in the ordinary course of business and except as otherwise disclosed in this Agreement or the Schedules hereto.

(e) Schedule of Properties, Contracts and Other Data. Schedule A previously delivered to Marriott is a correct and complete list and brief description of the following:

(i) All real estate owned by Farrell's, in each case free and clear of all mortgages, liens, or other encumbrances, except easements and restrictions of record and as otherwise stated in Schedule A.

(ii) All leases or agreements under which Farrell's is lessee of or holds or operates any property,

or any interest in or time of use of property, real or personal, owned by any third party.

(iii) All franchise agreements, licenses, permits and other instruments to which Farrell's is a party.

(iv) All collective bargaining agreements, employment and consulting agreements, current or deferred compensation plans or agreements, and other employment, retirement, profit-sharing, stock option and similar plans. Also, the names and current annual salary of all officers, directors and employees whose employment is not terminable by Farrell's without liability on not more than 30 days notice, or whose current annual salary is in excess of \$20,000, and the profit-sharing, bonus or other form of compensation (other than salary) of each such person for the current fiscal year.

(v) All copyrights, patents, trademarks and trade names owned by or registered in the name of Farrell's, or otherwise owned or registered as noted on the list but used in and of material importance to the conduct of business as now operated by Farrell's.

(vi) All instruments, agreements, or arrangements pursuant to which Farrell's has borrowed any money, incurred any other indebtedness having a maturity in excess of one year, or established any line of credit, and which represent a liability of Farrell's on the date hereof.

(vii) All policies of life, casualty, liability and other forms of insurance owned by Farrell's, each policy being in full force and effect with premiums paid as noted on the list.

(viii) All other material contracts, agreements, and instruments which have not been fully performed to which Farrell's is a party at the date hereof.

(ix) All banks in which Farrell's has an account or safe deposit box and the name of all persons authorized to draw thereon or to have access thereto.

(x) All litigation to which Farrell's is a party.

Farrell's shall make available to Marriott true and complete copies of all of the documents referred to in Schedule A. In the opinion of Farrell's and of the Principal Shareholders, Farrell's has performed all of the obligations required to be performed by it to date and is not in default in any material respect under any of such documents. None of the other parties to such documents is in material default thereunder.

(f) Taxes. Farrell's has filed all federal, state, local, foreign and other tax returns and reports which are required to be filed by it (except in the States of Washington, Hawaii, Michigan, Minnesota, Arizona and the Province of British Columbia, Canada) and has furnished Marriott with copies of its federal income tax returns for its fiscal years ending in 1969, 1970 and 1971. Farrell's has no reason to believe that such returns are not true and correct. Farrell's believes that it has paid all taxes shown to be due and payable on said returns and reports and on any other assessments received and has reserved or otherwise made adequate provision for accrued taxes. None of the federal income tax returns of Farrell's has been examined by the Internal Revenue Service. The State of Oregon and the State of California have examined Farrell's returns for some years and deficiencies may be proposed by those taxing authorities.

(g) Absence of Encumbrances. Except as otherwise set forth in the Schedules referred to herein, Farrell's has good and marketable title to all of its properties (including those reflected on the Balance Sheet, except as sold or otherwise disposed

of in the ordinary course of business after March 31, 1972), except liens for taxes not yet due and payable or being contested in good faith by appropriate proceedings, and such minor imperfections of title and encumbrances, if any, as do not materially detract from the value, or interfere with the present or future use, of the property affected thereby.

(h) Compliance with Laws. Farrell's has complied to the best of its knowledge in all respects with the Fair Labor Standards Act and any applicable state laws in respect of hours worked by and payments made to employees, and with all other laws, regulations and orders applicable to its business.

(i) Condition of Properties. All of the properties of Farrell's (including nonowned properties if Farrell's has the duty to repair) are in good operating condition and repair, subject only to ordinary wear and tear which is not such as to render the properties less than substantially fit for the purposes for which they are being utilized.

(j) Litigation. There is no investigation by any governmental agency, action, suit, proceeding, or claim pending or, to the knowledge of Farrell's, threatened against Farrell's or its properties which might have a material adverse effect on Farrell's, or the transactions contemplated by this Agreement, nor is any basis known to Farrell's therefor. Farrell's has advised Marriott that Farrell's predecessor in interest is named as a party defendant in the case of Phelan v. Pelton, et al. No. 958794 in the Superior Court of the State of California for the County of Los Angeles and has also advised Marriott of the indemnity agreement from Pelton and the other defendants. There is no outstanding order, writ, injunction or decree of any court, government, or governmental agency against or affecting Farrell's or any of its



properties.

(k) Burdensome Restrictions. In the reasonable opinion of Farrell's, it is not bound by any agreement or other instrument which is so unusually burdensome as materially to impair its operations.

(l) Labor Disputes. There are no strikes or other labor disputes against Farrell's pending or, to the knowledge of Farrell's, threatened which would materially and adversely affect the business or properties of Farrell's. Farrell's subsidiary's restaurant in Fremont, California, has been organized and an unfair labor charge was filed by Farrell's with the National Labor Relations Board with respect to union activities relating thereto.

(m) No Interests in Competitors, etc. Except as previously disclosed in writing delivered to Marriott, no officer or director of Farrell's has an interest, direct or indirect, as a proprietor, shareholder, partner, officer, director, employee or otherwise in any firm, corporation or other entity which is engaged in any activity substantially competitive with the activities of Farrell's, or which engages in dealing with Farrell's. To the best knowledge of the officers of Farrell's, no other employee of Farrell's has any such interest or any such ownership, except as so disclosed to Marriott.

(n) No Violation. Consummation of the merger will not violate or result in a breach of or constitute a default under any provision of any charter, bylaw, indenture, mortgage (Farrell's will use its best efforts to secure the consent required from any mortgagor), decree, ordinance, regulation or other restriction of any kind or character to which any property of Farrell's is subject or by which Farrell's is bound.

(o) Absence of Certain Events. Since the Balance Sheet Date, the business of Farrell's has been conducted diligently and only in the ordinary course, in substantially the same manner as prior to such date, and except as heretofore disclosed in writing by Farrell's to Marriott, there has not been any material change in the financial condition or in the business prospects or properties of Farrell's other than changes occurring in the ordinary course of business, which changes have not either individually or in the aggregate materially adversely affected the business, prospects, properties, or financial condition of Farrell's. Further, since the Balance Sheet Date, except as shall be disclosed in writing by Farrell's to Marriott and consented to by Marriott in writing prior to the Closing Date, nothing shall have occurred or failed to occur which would make any one or more of the representations and warranties set forth in this section 4.01 in any respect erroneous, incomplete or otherwise inaccurate if such representations and warranties were restated as of the Closing Date. Specifically but without limiting the foregoing, since the Balance Sheet Date Farrell's has not:

(i) Discharged any lien or encumbrance or paid any obligation other than current liabilities shown on the Balance Sheet and current liabilities (including reasonable attorneys' and accountants' fees incident to the transactions contemplated hereby) incurred since the Balance Sheet Date in the ordinary course of business;

(ii) Declared or made any payment of dividends or distribution of any assets of any kind whatsoever to stockholders or purchased or redeemed any of its capital stock;

(iii) Sold or transferred any of its assets, or cancelled any debts or claims, except in each case in the ordinary course of business;

(iv) Increased the rate of compensation payable or to become payable by it to any of its officers, employees or agents over the rate being paid to them at the Balance Sheet Date, except compensation adjustments effective April 1, 1972, to be disclosed to and approved by Marriott;

(v) Made or permitted any amendment or termination of any material contract, agreement or license to which it is a party otherwise than in the ordinary course of business, except the amendment of the agreements between Farrell's and Arden-Mayfair, Inc., and A-M Food Services, Inc., as to which Marriott is fully advised; or

(vi) Through negotiation or otherwise, made any commitment or incurred any liability to any labor organization, except as noted in subsection 4.01(1).

Except as contemplated by this Agreement, between the date hereof and the Effective Date Farrell's will not, without the prior written consent of Marriott, do any of the things listed above in clauses (i) through (vi) of this subsection (c).

(p) No Misrepresentations. None of the information contained in the representations and warranties of Farrell's set forth in this Agreement, or in any of the other instruments delivered or to be delivered to Marriott as contemplated by this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained herein or therein not misleading.

(q) Shareholders and Affiliates. Schedule B previously delivered to Marriott is a correct and complete list setting forth:

(i) The record ownership of the capital stock of Farrell's owned by each of its shareholders;

(ii) The number of shares of Marriott stock to be received by each shareholder; and

(iii) The fractional share payments to be paid to shareholders.

There is no person other than the persons named in Schedule B who, to the best knowledge of Farrell's and the Principal Shareholders, can be considered directly or indirectly to control or be controlled by Farrell's or be in direct or indirect common control with Farrell's.

(r) Insurance. Farrell's shall keep in effect and undiminished all insurance in effect upon the various property and assets owned by it on March 31, 1972.

(s) Goodwill. Farrell's and the Principal Shareholders shall furnish Marriott with such consents or other documents and shall take such reasonable actions as Marriott may request to enable Marriott to safeguard the use and goodwill of the Farrell's name.

(t) Subsidiary. "Parlour Restaurants, Inc.," a wholly-owned subsidiary of Farrell's, is a corporation duly organized and existing in good standing under the laws of the State of Oregon and is duly qualified and in good standing in the State of California.

All representations, warranties and agreements made by the Principal Shareholders in this Agreement shall survive and continue after the merger, and the Principal Shareholders shall have no right against the Surviving Corporation for the breach of any such representation, warranty or agreement made by Farrell's, except to the extent of any tax or other financial benefits to Marriott.

#### 4.02 Other Representations and Warranties of Marriott.

Marriott represents and warrants to Farrell's as follows:

(a). Organization and Authority. Marriott is a corporation duly organized and existing in good standing under the laws of the State of Delaware, with full corporate power to carry on its business and to own or otherwise possess its properties as it now purports to do, and, in the opinion of Marriott, is duly qualified and in good standing in those other jurisdictions where its qualification as a foreign corporation is required by the present character and location of its business and properties. The copies of Marriott's Articles of Incorporation and Bylaws (together with all amendments thereto) which have been delivered to Farrell's are complete and correct.

(b) Capital Stock. As of April 7, 1972, Marriott had 45,000,000 shares of common stock having a par value of \$1.00 per share, which was and is authorized, and 28,924,672 shares of such common stock outstanding, all of which are validly issued, fully paid and nonassessable. Marriott had no other class of stock outstanding at April 7, 1972, but had 148,632 shares of common stock reserved for conversion of subordinated debt; 78,204 shares of common stock reserved for employees' stock options; and 666,956 shares of common stock reserved for deferred compensation of employees. There has been no material change from the foregoing since April 7, 1972.

The shares of Marriott common stock that are to be issued pursuant to this Agreement shall, prior to such issuance, have been duly authorized and, when issued and delivered as provided in this Agreement, shall be legally and validly issued, fully paid and nonassessable.

(c) Financial Statements. Marriott has delivered to Farrell's copies of the Consolidated Balance Sheet of Marriott and its Subsidiaries as at July 30, 1971, and Consolidated Income Statements of Marriott and its Subsidiaries for the year ended on said date. Such financial statements are true and correct, are

in accordance with the books and records of Marriott and its Subsidiaries, present fairly the financial condition and results of operations as of the date and for the period indicated, and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis.

(d) No Adverse Change. Since July 30, 1971, there has been no material change in the condition, financial or otherwise, of Marriott and its Subsidiaries from that shown in their July 30, 1971, Balance Sheet, other than changes occurring in the ordinary course of business and changes referred to in the Balance Sheet, which changes in the aggregate have not materially adversely affected their business, properties or financial condition. Further, since July 30, 1971, except as shall be disclosed in writing by Marriott to Farrell's and consented to by Farrell's prior to the Closing Date, nothing shall have occurred or failed to occur which would make any one or more of the representations and warranties set forth in section 4.02 in any respect erroneous, incomplete or otherwise inaccurate if such representations and warranties were restated as of the Closing Date.

(e) Subsidiaries. Each of the Subsidiaries of Marriott is a corporation duly organized and existing in good standing under the laws of the jurisdiction of its incorporation with full corporate power to carry on its business and to own or otherwise possess its properties as it now purports to do, and, in the opinion of Marriott, is duly qualified and in good standing in those other jurisdictions where its qualification as a foreign corporation is required by the present character and location of its business and properties.

(f) Litigation. There is no investigation by any governmental agency, action, suit, proceeding or claim pending or, to the knowledge of Marriott, threatened against Marriott or any of

its Subsidiaries or their respective properties which might have a material adverse affect on Marriott or the transactions contemplated by this Agreement, nor is any basis known to Marriott therefor.

(g) No Violation. Consummation of the merger will not violate or result in a breach of or constitute a default under any provision of any charter, bylaw, indenture, mortgage, lien, lease, agreement, contract, instrument, order, judgment, decree, ordinance, regulation or any other restriction of any kind or character to which Marriott is a party.

(h) No Misrepresentations. None of the information contained in the representations and warranties of Marriott set forth in this Agreement, or in any of the other instruments delivered or to be delivered to Farrell's as contemplated by this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements contained herein or therein not misleading.

4.03 Additional Covenants of Farrell's. In addition to the covenants of Farrell's set forth in section 4.01, above, and elsewhere in this Agreement, Farrell's makes the following covenants in respect to its operations between the date hereof and the Effective Date:

(a) Farrell's will use its best efforts to preserve its present business organization intact, to keep available the services of its present officers and employees, and to preserve the present relationships it has with all persons having business dealings with it.

(b) Farrell's shall furnish to Marriott as soon as available after the meeting of Farrell's shareholders called to vote upon this merger a list of all Farrell's shareholders, if any, who have filed written objections as provided by ORS 57.432 et seq.



4.04 Additional Covenants of Marriott.

(a) The Marriott stock to be issued in accordance with the terms of this Agreement shall be free and clear of all claims, liabilities and restrictions, except as hereinafter stated in 4.04.

(b) On or before the Closing Date, the Marriott stock to be issued in accordance with the terms of this Agreement shall be deposited (in such denominations as may reasonably be requested by Farrell's or any of its shareholders) with Charles P. Duffy ("Escrow Agent"). On or before the Closing Date, the holders of all of the certificates representing Farrell's common stock shall deposit their certificates for cancellation with the Escrow Agent at 1404 Standard Plaza, Portland, Oregon 97204, who shall issue receipts therefor. No charge shall be made to the Farrell's shareholders for such services of the Escrow Agent.

(c) Immediately after the Closing Date, Marriott shall proceed with due diligence at its expense to register said shares with the Securities and Exchange Commission under a Form S-16 Registration Statement, which form provides that stock registered thereunder may be only sold in the regular manner on the New York Stock Exchange. Marriott will use its best efforts to cause such registration statement to become effective as soon as possible and remain effective for a period of 24 months. As soon as the registration statement becomes effective, Marriott shall so advise the Escrow Agent, who may then distribute the Marriott shares and any fractional share payments to the former holders of the common stock of Farrell's, in accordance with Schedule B attached hereto and the Escrow Agent will then deliver all of the Farrell's stock certificates to Marriott for cancellation. No Farrell's shareholder shall be entitled to receive Marriott shares or a fractional share

payment until he has delivered to the Escrow Agent for delivery to Marriott the certificate evidencing Farrell's shares held by him.

(d) On or before the Effective Date, Marriott shall cause to be listed on the New York Stock Exchange the shares of Marriott common stock to be issued to the holders of common stock of Farrell's in accordance with the provisions hereof.

4.05 Cooperation. From time to time prior to the Effective Date, each party to this Agreement shall permit the other parties to make, and will cooperate with and assist them in making, such investigations of its property, books and records as may be appropriate to enable each party to determine compliance by the other parties with the terms of this Agreement. Each party shall also use its best efforts and conduct its affairs in a manner to avoid any present or anticipatory breach of its representations, warranties or covenants and to attain and maintain the ability to consummate the merger as provided in this Agreement.

## V.

### Miscellaneous Matters

5.01 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oregon.

5.02 Brokerage. Marriott, Farrell's and the Principal Shareholders each represents and warrants to the other that it has and they have not incurred and will not incur any liability for brokerage fees, agent commissions, or other like payment in connection with this Agreement, and each agrees to indemnify and defend the other in respect of any such claims based upon the act of the party against whom indemnity is sought. After the merger, the Principal Shareholders shall jointly assume Farrell's obligation under this paragraph.

5.03 Counterparts. This Agreement may for convenience be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

5.04 Notices. All notices, requests and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered, or if mailed by first-class mail with postage prepaid, as follows:

(a) If to Marriott

Marriott Corporation  
5161 River Road  
Washington, D.C. 20016  
Attention: Law Department

(b) If to Farrell's

Farrell's, Inc.  
2400 S. W. Fourth Avenue  
Portland, Oregon 97201

with a copy to

Charles P. Duffy  
Duffy, Stout, Georgeson & Dahl  
1404 Standard Plaza  
Portland, Oregon 97204

(c) If to Farrell

Robert E. Farrell  
2400 S. W. Fourth Avenue  
Portland, Oregon 97201

(d) If to Belford

G. Dale Belford  
2400 S. W. Fourth Avenue  
Portland, Oregon 97201

(e) If to McCarthy

Kenneth E. McCarthy  
3969 N. E. 41st Avenue  
Portland, Oregon 97212

5.05 Waivers. Compliance with any provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance.

5.06 Amendments and Supplements. . At any time before or

after approval and adoption by the shareholders of Farrell's, this Agreement may be amended in matters of form or supplemented by additional agreements or other provisions as may be determined by the boards of directors (or executive committees) of the Constituent Corporations to be necessary, desirable or expedient to clarify the intention of the parties or effect or facilitate the consummation of the merger provided for herein in accordance with the purpose and intent of this Agreement.

!!

5.07 Expenses. Whether or not the transactions contemplated hereby are consummated, Marriott and Farrell's shall each pay its own costs and expenses incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger and Reorganization to be executed as of this 25th day of May, 1972.

MARRIOTT CORPORATION

ATTEST:

Robert B. Morris  
Secretary

By Robert E. Keller  
VICE President

FARRELL'S, INC.

ATTEST:

Assistant Secretary

By Robert E. Farrell  
President

Robert E. Farrell  
Robert E. Farrell

G. Dale Belford  
G. Dale Belford

Kenneth S. McCarthy  
Kenneth S. McCarthy

*State of Maryland*  
*County of Prince George's*  
DISTRICT OF COLUMBIA )ss.

May 25, 1972

Personally appeared *Robert E. Farrell*, who, being duly sworn, did say that he is a vice president of Marriott Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

Before me:

*Walter J. Cohen*  
Notary Public  
My commission expires: *7/1/74*

STATE OF OREGON )  
                              )ss.  
County of Multnomah )

May 25, 1972

Personally appeared Robert E. Farrell, who, being duly sworn, did say that he is the president of Farrell's, Inc.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

Before me:

*John M. Mahan*  
Notary Public for Oregon  
My commission expires: *1-20-73*

STATE OF OREGON )  
                              )ss.  
County of Multnomah )

May 25, 1972

Personally appeared the above named Robert E. Farrell and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

*John M. Mahan*  
Notary Public for Oregon  
My commission expires: *1-20-73*

STATE OF OREGON       )  
                              )ss.  
County of Multnomah )

May 25, 1972

Personally appeared the above named G. Dale Belford and  
acknowledged the foregoing instrument to be his voluntary act and  
deed.

Before me:

*John M. Mahan*  
Notary Public for Oregon

My commission expires: 1-20-73

STATE OF OREGON       )  
                              )ss.  
County of Multnomah )

May 25, 1972

Personally appeared the above named Kenneth E. McCarthy  
and acknowledged the foregoing instrument to be his voluntary  
act and deed.

Before me:

*John M. Mahan*  
Notary Public for Oregon

My commission expires: 1-20-73

The parties hereto have caused this Agreement and Plan of Merger and Reorganization of Farrell's, Inc., into Marriott Corporation to be executed a second time after its adoption by the shareholders of Farrell's, Inc., in accordance with the provisions of Section 251(c) of the General Corporation Law of the State of Delaware as of the 26th day of May, 1972.

MARRIOTT CORPORATION

By

Peter H. L. Lamm  
President

ATTEST:

Robert E. Monis  
Secretary

FARRELL'S, INC.

By

Robert E. Farrell  
President

ATTEST:

Paul J. Fanning  
Asst. Secretary

Robert E. Farrell  
Robert E. Farrell

G. Dale Belford  
G. Dale Belford

Kenneth E. McCarthy  
Kenneth E. McCarthy

State of Delaware  
DISTRICT OF COLUMBIA ) ss.  
County of Montgomery  
May 26, 1972

Personally appeared Peter H. Lamm, who, being duly sworn, did say that he is a vice president of Marriott Corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed



in behalf of said corporation by authority of its board of directors;  
and acknowledged said instrument to be its voluntary act and deed.

Before me:

Eric J. Cohen  
Notary Public

My commission expires: 7/1/74

STATE OF OREGON       )  
                              ) ss.  
County of Multnomah )

May 26, 1972

Personally appeared Robert E. Farrell, who, being duly sworn, did say that he is the president of Farrell's, Inc.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and acknowledged said instrument to be its voluntary act and deed.

Before me:

John M. Nathan  
Notary Public for Oregon

My commission expires: 1-20-73

STATE OF OREGON       )  
                              ) ss.  
County of Multnomah )

May 26, 1972

Personally appeared the above named Robert E. Farrell and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

John M. Nathan  
Notary Public for Oregon

My commission expires: 1-20-73

STATE OF OREGON       )  
                              ) ss.  
County of Multnomah )

May 26, 1972

Personally appeared the above named G. Dale Belford and

acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Jida M. Mahan  
Notary Public for Oregon

My commission expires: 1-20-73

STATE OF OREGON           )  
                                  ) ss.  
County of Multnomah )

May 26, 1972

Personally appeared the above named Kenneth E. McCarthy and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:


Jida M. Mahan  
Notary Public for Oregon

My commission expires: 1-20-73

Certificate of Secretary  
of  
Farrell's, Inc.

I, Stephen C. Rainoldi, Secretary of Farrell's, Inc., an Oregon corporation, hereby certify that the Agreement and Plan of Merger and Reorganization on which this certificate is made was submitted to the shareholders of Farrell's, Inc., at a special meeting of shareholders duly called for the purpose of considering said Agreement, in accordance with the laws of the State of Oregon applicable thereto; and that at such meeting said Agreement was considered and a vote, in person or by proxy, was taken for the adoption or rejection of same, each share entitling the holder thereof to one vote; and that the votes of the shareholders of Farrell's, Inc., representing more than two-thirds of the total number of Farrell's issued and outstanding stock voted for the adoption of said Agreement.

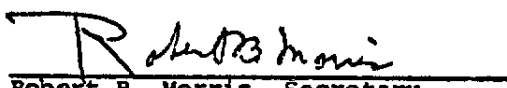
Witness my hand and the seal of Farrell's, Inc., this 26th day of May, 1972.

  
Stephen C. Rainoldi, Secretary  
Farrell's, Inc.

Certificate of Secretary  
of  
Marriott Corporation

I, Robert B. Morris, Secretary of Marriott Corporation, a Delaware corporation, hereby certify in accordance with the provisions of Section 251(f) of the General Corporation Law of the State of Delaware that the Agreement and Plan of Merger and Reorganization on which this certificate is made has been adopted by the Board of Directors of Marriott Corporation at a meeting duly called and held in accordance with the provisions of said law. Further, that it was adopted without the vote of the stockholders of Marriott Corporation in accordance with the provisions of Section 251(f) of said law and that, as of the date of this certificate, the outstanding shares of Marriott Corporation stock were such as to render the provision of said Section 251(f) applicable in that the shares of Marriott Corporation's common stock to be issued in connection with the merger will not exceed twenty per cent of the shares of Marriott Corporation's common stock outstanding immediately prior to the effective date of the merger.

Witness my hand and the seal of Marriott Corporation, this 26<sup>th</sup> day of May, 1972.

  
Robert B. Morris, Secretary  
Marriott Corporation

# State of Delaware



## Office of Secretary of State

*J. Walton H. Simpson, Secretary of State of the State of Delaware,*  
do hereby certify that the above and foregoing is a true and correct copy of  
Certificate of Agreement of Merger of the "FARRELL'S, INC.", a corporation organized  
and existing under the laws of the State of Oregon, merging with and into the  
"HARRIOTT CORPORATION", a corporation organized and existing under the laws of the  
State of Delaware, under the name of "HARRIOTT CORPORATION", as received and filed  
in this office the fifth day of June, A.D. 1972, at 10 o'clock A.M.

And I do hereby further certify that the aforesaid Corporation shall be governed  
by the laws of the State of Delaware.

In Testimony Whereof, I have hereunto set my hand  
and official seal at Dover this fifth day  
of June in the year of our Lord  
one thousand nine hundred and seventy-two.

Aug 28 1 43 PM '72  
FILED  
SECRETARY OF STATE  
TALLMASSIE, HONORARY

*Walton H Simpson*

Secretary of State

*R H Caldwell*

Asst Secretary of State