

CT CORPORATION SYSTEM

CORPORATION(S) NAME

L980000030916

National Hospitality, LLC Merging into: N.H., LLC

0

effective date 4-1-01

200003944022--S

04/02/01-01089-025

*****80.00 *****80.00

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|--|---|---|
| <input type="checkbox"/> Profit | <input type="checkbox"/> Amendment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Nonprofit | | |
| <input type="checkbox"/> Foreign | <input type="checkbox"/> Dissolution/Withdrawal | <input type="checkbox"/> Mark |
| | <input type="checkbox"/> Reinstatement | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Annual Report | <input type="checkbox"/> Other |
| <input type="checkbox"/> LLC | <input type="checkbox"/> Name Registration | <input type="checkbox"/> Change of RA |
| | <input type="checkbox"/> Fictitious Name | <input type="checkbox"/> UCC |
| <input type="checkbox"/> Certified Copy | <input type="checkbox"/> Photocopies | <input type="checkbox"/> CUS |
| <input type="checkbox"/> Call When Ready | <input type="checkbox"/> Call If Problem | <input type="checkbox"/> After 4:30 |
| <input checked="" type="checkbox"/> Walk In | <input type="checkbox"/> Will Wait | <input checked="" type="checkbox"/> Pick Up |
| <input type="checkbox"/> Mail Out | | |

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DIVISION OF CORPORATION
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Name _____
Availability _____
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Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____

4/2/01

Order#: 3975473

Ref#: _____

Amount: \$ _____

660 East Jefferson Street
Tallahassee, FL 32301
Tel. 850 222 1092
Fax 850 222 7615

ARTICLES OF MERGER
Merger Sheet

MERGING:

NATIONAL HOSPITALITY, A FLORIDA ENTITY L98000003096

INTO

N.H., LLC. corporation not qualified in Florida

File date: April 2, 2001, effective April 1, 2001

Corporate Specialist: Trevor Brumbley

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with section(s) 607.1109, 608.4382, and/or 620.203, Florida Statutes.

FIRST: The exact name, street address of its principal office, jurisdiction, and entity type for each merging party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
1. <u>National Hospitality, LLC</u> <u>678 Blairshire Circle</u> <u>Winter Park, Florida 32792</u>	<u>Florida</u>	<u>LLC</u>
Florida Document/Registration Number: <u>L98000003096</u>		FEI Number: <u>59-3548768</u>
2. <u>N.H., LLC</u> <u>2803 Barranca Road</u> <u>Irvine, California 92606</u>	<u>California</u>	<u>LLC</u>
Florida Document/Registration Number: _____		FEI Number: <u>33-0835026</u>
3. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____
4. _____ _____ _____	_____	_____
Florida Document/Registration Number: _____		FEI Number: _____

(Attach additional sheet(s) if necessary)

SECOND: The exact name, street address of its principal office, jurisdiction, and entity type of the surviving party are as follows:

<u>Name and Street Address</u>	<u>Jurisdiction</u>	<u>Entity Type</u>
<u>N.H., LLC</u>	<u>California</u>	<u>LLC</u>
<u>2803 Barranca Road</u>		
<u>Irvine, California 92606</u>		

Florida Document/Registration Number: _____ FEI Number: 33-0835026

THIRD: The attached Plan of Merger meets the requirements of section(s) 607.1108, 608.438, 617.1103, and/or 620.201, Florida Statutes, and was approved by each domestic corporation, limited liability company, partnership and/or limited partnership that is a party to the merger in accordance with Chapter(s) 607, 617, 608, and/or 620, Florida Statutes.

FOURTH: If applicable, the attached Plan of Merger was approved by the other business entity(ies) that is/are party(ies) to the merger in accordance with the respective laws of all applicable jurisdictions.

FIFTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48, Florida Statutes, in any proceeding to enforce any obligation or rights of any dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger.

SIXTH: If not incorporated, organized, or otherwise formed under the laws of the state of Florida, the surviving entity agrees to pay the dissenting shareholders, partners, and/or members of each domestic corporation, partnership, limited partnership and/or limited liability company that is a party to the merger the amount, if any, to which they are entitled under section(s) 607.1302, 620.205, and/or 608.4384, Florida Statutes.

SEVENTH: If applicable, the surviving entity has obtained the written consent of each shareholder, member or person that as a result of the merger is now a general partner of the surviving entity pursuant to section(s) 607.1108(5), 608.4381(2), and/or 620.202(2), Florida Statutes.

EIGHTH: The merger is permitted under the respective laws of all applicable jurisdictions and is not prohibited by the agreement of any partnership or limited partnership or the regulations or articles of organization of any limited liability company that is a party to the merger.

APPROVED
FILED
JAN 10 2009
CLERK OF THE COURT
JAN 10 2009
JAN 10 2009

NINTH: The merger shall become effective as of:

The date the Articles of Merger are filed with Florida Department of State

OR

April 1, 2001

(Enter specific date. NOTE: Date cannot be prior to the date of filing.)

TENTH: The Articles of Merger comply and were executed in accordance with the laws of each party's applicable jurisdiction.

ELEVENTH: SIGNATURE(S) FOR EACH PARTY:

(Note: Please see instructions for required signatures.)

Name of Entity

Signature(s)

Typed or Printed Name of Individual

National Hospitality, LLC

David E. Griswold
Its: Manager

David E. Griswold, Trustee of The
David and Marjorie Griswold
Community Property Trust, est. 9/3/98

National Hospitality, LLC

Marjorie S. Griswold
Its: Manager

Marjorie S. Griswold, Trustee of
The David and Marjorie Griswold
Community Property Trust, est. 9/3/98

N.H., LLC

David E. Griswold

David E. Griswold, Manager

N.H., LLC

Marjorie S. Griswold

Marjorie S. Griswold, Manager

(Attach additional sheet(s) if necessary)

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement") is entered into as of the 28th day of February, 2001, by and between N.H., LLC, a California limited liability company ("N.H."), and NATIONAL HOSPITALITY, LLC, a Florida limited liability company ("National"), with reference to the following facts:

R E C I T A L S

A. On December 29, 1998, Articles of Organization for N.H. (the "N.H. Articles") were filed with the California Secretary of State. N.H. is governed by the Operating Agreement for N.H., LLC, a California limited liability company, dated December 29, 1998 (the "N.H. Agreement").

B. On December 9, 1998, Articles of Organization for National Hospitality (the "National Articles") were filed with the Florida Department of State. National is governed by the Regulations for National Hospitality, LLC, a Florida limited liability company, dated December 9, 1998 (the "National Regulations").

C. Subject to the terms and conditions set forth herein, the parties intend that National merge with and into N.H. (the "Merger").

NOW THEREFORE, the parties agree as follows:

A G R E E M E N T

ARTICLE I DEFINITIONS

1.1 For purposes of this Agreement, the following terms shall have the meanings specified, unless context expressly or by necessary implication requires otherwise:

a. "Act" shall mean the Florida Limited Liability Company Act, as amended from time to time.

b. "Articles" shall mean the Articles of Merger in substantially the form attached hereto as Exhibit "A" to be filed with the Secretary of State of Florida.

c. "Certificate" shall mean the Certificate of Merger in substantially the form attached hereto as Exhibit "B" to be filed with the Secretary of State of California.

d. "Closing" shall have the meaning ascribed to it in Section 2.1.

e. "Code" shall mean the California Corporations Code, as amended from time to time.

f. "Effective Date" shall have the meaning ascribed to it in Section 2.2.

g. "National Percentage Interest" shall have the meaning ascribed to it in the National Regulations.

h. "N.H. Percentage Interest" shall have the meaning ascribed to it in the N.H. Agreement.

i. "Surviving Entity" shall mean N.H.

ARTICLE II THE MERGER

2.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") shall be held on such date and at such time and location as National and NH shall mutually agree, but in no event shall the Closing occur more than five (5) business days following the satisfaction of all conditions precedent to the Merger specified in this Agreement, unless duly waived by the party entitled to satisfaction thereof.

2.2 Effective Date. Subject to the terms and conditions of this Agreement, at or prior to the Closing, National and N.H. shall execute and deliver the Certificate to the Secretary of State of California and the Articles to the Secretary of State of Florida. The Merger shall become effective on the later of: (a) five (5) days after the filing of both the Certificate with the Secretary of State of California and the Articles with the Secretary of State of Florida; or (b) April 10, 2001 (the "Effective Date"). The Certificate and Articles shall be dated accordingly.

2.3 Consequences of the Merger. On the Effective Date, (a) the separate existence of National shall cease and National shall be merged with and into N.H. as the surviving entity; (b) the members of National shall become members of N.H.; (c) N.H. shall be managed by all of the members of N.H.; and (d) the Merger shall, from and after the Effective Date, have all the effects provided by applicable law, including without limitation, Code § 17554 and § 608.4383 of the Act which provide in pertinent part that (i) the separate existence of National ceases and N.H. shall succeed, without other transfer, act, or deed, to all the rights and property of National and shall be subject to all the debts and liabilities thereof in the same manner as if N.H. itself incurred them; and (ii) all rights of creditors and all liens upon the property of National shall be preserved unimpaired, provided that such liens upon property of National shall be limited to the property affected thereby immediately prior to the Effective Date.

2.4 Further Acts After Effective Date. If, at any time after the Effective Date, N.H. considers or is advised that any deeds, bills of sale, assignments, assurances, or any other actions or things are necessary or desirable to vest, perfect, or confirm of record or otherwise in N.H. its rights, title, or interest in, to, or under any of the rights, properties, or assets of National to be acquired by N.H. as a result of, or in connection with, the Merger or to otherwise carry out this Agreement, the members of N.H. shall and will be authorized to execute and deliver, in the name and on behalf of National all such deeds, bills of sale, assignments, and assurances, and to take and do, in the name and on behalf of the National all such other actions and things as may be necessary or desirable to vest, perfect, or confirm any and all right, title and interest in, to, and under such rights, properties or assets in N.H. or to otherwise carry out this Agreement.

2.5 Copy of Agreement. Pursuant to Code § 17551(f), a copy of this Agreement shall be kept at the Surviving Entity's principal office at 2803 Barranca Road, Irvine, California 92606.

2.6 Real Property. Pursuant to Code § 17556 and § 608.4383(2) of the Act, after the Effective Date, N.H. shall file in each county of the State of Florida or the State of California in which, by virtue of the Merger with National, N.H. holds title to real property, or any interest therein, a certified copy of the Articles, if said property is located in Florida, or the Certificate, if said property is located in California.

2.7 Appointment of Agent. The Surviving Entity hereby appoints the Florida Secretary of State as its agent for substitute service of process pursuant to Chapter 48 of the Florida Statutes in any proceeding to enforce any obligation or rights of any dissenting members of National.

ARTICLE III **MANNER AND BASIS OF CONVERTING PERCENTAGE INTERESTS**

3.1 Percentage Interests Prior to Merger. Before the Effective Date, the Percentage Interests outstanding and held by members of National and N.H. are as follows:

3.1.1 National Percentage Interests.

(a) David E. Griswold and Marjorie S. Griswold, Trustees of The David and Marjorie Griswold Community Property Trust, established September 3, 1998 (the "Trust"), held Fifty and 01/100 percent (50.01%) of the National Percentage Interests.

(b) Jack C. Shepard ("Jack") held Forty-Nine and 99/100 percent (49.99%) of the National Percentage Interests.

3.1.2 N.H. Percentage Interests.

AND
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(a) The Trust held Ninety-Eight and 00/100 percent (98%) of the N.H. Percentage Interests.

(b) David E. Griswold, Trustee of The 1996 David E. Griswold Trust, established September 12, 1996 ("David"), held One and 00/100 percent (1%) of the N.H. Percentage Interests.

(c) Marjorie S. Griswold, Trustee of The Marjorie Shepard Griswold Revocable Trust, established July 25, 1991 ("Marjorie"), held One and 00/100 percent (1%) of the N.H. Percentage Interests.

3.2 Conversion of Percentage Interests. As of the Effective Date, by virtue of the Merger and without any action on the part of any member of National or N.H., the National Percentage Interests and N.H. Percentage Interests shall be converted into N.H. Percentage Interests as provided below:

3.2.1 The Trust shall hold Fifty and one-half percent (50.5%) of the N.H. Percentage Interests.

3.2.2 Jack shall hold Sixteen and one-half percent (16.5%) of the N.H. Percentage Interests.

3.2.3 Neil Shepard ("Neil") shall hold Sixteen and one-half percent (16.5%) of the N.H. Percentage Interests.

3.2.4 Sally Johnson ("Sally") shall hold Sixteen and one-half percent (16.5%) of the N.H. Percentage Interests.

ARTICLE IV ARTICLES OF ORGANIZATION AND OPERATING AGREEMENT

4.1 Articles of Organization. The N.H. Articles in effect immediately prior to the Effective Date shall be the articles of organization of the Surviving Entity unless and until amended as provided by law and the N.H. Agreement.

4.2 Operating Agreement. On the Effective Date, the N.H. Agreement shall be amended in the following respects:

4.2.1 Jack, Neil and Sally shall be admitted as members of N.H.

4.2.2 The N.H. Percentage Interests of the Trust, Jack, Neil and Sally shall be adjusted according to the terms of this Agreement.

4.2.3 The capital accounts of the members of N.H. shall be adjusted as follows:

(a) The capital account of the Trust shall be increased to equal the sum of the following capital account balances as those capital account balances stand immediately

prior to the Effective Date: i) the Trust's capital account in National; ii) the Trust's capital account in N.H.; iii) David's capital account in N.H.; and iv) Marjorie's capital account in N.H.

(b) The capital account of Jack shall be equal to Jack's capital account in National, as that capital account balance stood immediately prior to the Effective Date.

(c) The capital accounts of Neil and Sally shall be equal to the value of past services rendered to N.H. as determined by the managers of N.H.

4.2.4 N.H. shall be managed by its members with all decisions of the managers approved by the Majority Interest of N.H., as that term is defined in the N.H. Agreement.

ARTICLE V **REPRESENTATIONS AND WARRANTIES OF NATIONAL**

National represents and warrants to N.H. as of the date hereof as follows:

5.1 Organization and Good Standing. National is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Florida. National has all requisite power and authority to own, lease, and operate its properties and to carry on its business as now being conducted, and possesses all licenses, franchises, rights and privileges material to the conduct of its business.

5.2 Capitalization. All of the outstanding National Percentage Interests set forth in Section 3.1.1 were issued in compliance with applicable federal and state securities laws, and are validly issued, duly authorized, fully paid and nonassessable.

5.3 Obligations With Respect to National Interests. Except as set forth in Section 5.2, there are no equity securities of any class of National, or any security exchangeable into or exercisable for such equity securities, issued, reserved for issuance, or outstanding. There are not any options, warrants, calls, rights, commitments or agreements of any character to which National is a party or by which it is bound obligating National to issue, deliver, or sell, or cause to be issued, delivered, or sold, additional Percentage Interests of National or obligating National to grant, extend or enter into any such option, warrant, call, right, commitment, or agreement.

5.4 Authority. National has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the members of National. This Agreement has

been duly executed and delivered by National and constitutes a valid and binding obligation of National, enforceable in accordance with its terms. The execution and delivery of this Agreement or the transactions contemplated hereby will not conflict with, or result in any violation of or default under, or give rise to a right of termination, cancellation, or acceleration of any obligation or to loss of a material benefit under (a) any provision of the National Articles or Regulations or (b) any material agreement or instrument, permit, license, judgment, order, statute, rule, or regulation applicable to National or its properties or assets, other than any such conflicts, violations, defaults, terminations, cancellations, or accelerations which individually or in the aggregate would not have a material adverse effect on National.

5.5 Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative agency, commission, or other governmental authority or instrumentality ("Governmental Entity"), is required with respect to National in connection with the execution and delivery of this Agreement by National or the consummation by National of the transactions contemplated hereby, except for (a) the filing of the Articles of Merger with the Florida Secretary of State; (b) such consents, approvals, orders, authorizations, registrations, declarations, and filings as may be required under applicable state securities laws; and (c) such other consents, authorizations, filings, approvals, and registrations which if not obtained or made would not have a material adverse effect on National.

5.6 No Conflict. The execution and delivery of this Agreement by National, and the performance of its obligations hereunder, (a) do not violate or breach, and will not conflict with or constitute a default under, any of the terms of the National Articles or Regulations or any material contract, agreement or commitment binding upon National or any of its assets or properties; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party upon any of the assets or properties of National; and (c) will not conflict with or violate any applicable law, rule, regulation, judgment, order, or decree of any Governmental Entity or court having jurisdiction over National or any of its assets or properties.

ARTICLE VI **REPRESENTATIONS AND WARRANTIES OF N.H.**

N.H. represents and warrants to National as of the date hereof as follows:

6.1 Organization and Good Standing. N.H. is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California. N.H. has all requisite power and authority to own, lease, and operate its properties and to carry on its business as now being conducted,

and possesses all licenses, franchises, rights and privileges material to the conduct of its business.

6.2 Authority. N.H. has all requisite power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the requisite vote or consent of the members of N.H. This Agreement has been duly executed and delivered by N.H. and constitutes a valid and binding obligation of N.H., enforceable in accordance with its terms. The execution and delivery of this Agreement or the transactions contemplated hereby will not conflict with, or result in any violation of or default under, or give rise to a right of termination, cancellation, or acceleration of any obligation or to loss of a material benefit under (a) any provision of the N.H. Articles or Regulations or (b) any material agreement or instrument, permit, license, judgment, order, statute, rule, or regulation applicable to N.H. or its properties or assets, other than any such conflicts, violations, defaults, terminations, cancellations, or accelerations which individually or in the aggregate would not have a material adverse effect on N.H.

6.3 Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required with respect to N.H. in connection with the execution and delivery of this Agreement by N.H. or the consummation by N.H. of the transactions contemplated hereby, except for (a) the filing of the Certificate of Merger with the California Secretary of State; (b) such consents, approvals, orders, authorizations, registrations, declarations, and filings as may be required under applicable state securities laws; and (c) such other consents, authorizations, filings, approvals, and registrations which if not obtained or made would not have a material adverse effect on N.H.

6.4 No Conflict. The execution and delivery of this Agreement by N.H., and the performance of its obligations hereunder, (a) do not violate or breach, and will not conflict with or constitute a default under, any of the terms of the N.H. Articles or Regulations or any material contract, agreement or commitment binding upon N.H. or any of its assets or properties; (b) will not result in the creation or imposition of any lien, encumbrance, equity or restriction in favor of any third party upon any of the assets or properties of N.H.; and (c) will not conflict with or violate any applicable law, rule, regulation, judgment, order, or decree of any Governmental Entity or court having jurisdiction over N.H. or any of its assets or properties.

ARTICLE VII
COVENANTS RELATING TO CONDUCT OF BUSINESS

From the date of this Agreement and continuing until the Effective Date, National agrees (except to the extent N.H. consents in writing) that National shall carry on its respective businesses in the usual, regular, and ordinary course in substantially the same manner as heretofore conducted and will use all commercially reasonable efforts consistent with past practice and policies to preserve intact its present business organization, and preserve its relationships with customers and others having business dealings with it to the end that their goodwill and ongoing business shall be unimpaired at the Effective Date.

ARTICLE VIII
CONDITIONS TO OBLIGATIONS OF N.H.

All obligations of N.H. under this Agreement are subject, at N.H.'s option, to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

8.1 Agreement. The manager of National shall have executed and delivered to N.H. duly executed copies of this Agreement and the Certificate and Articles.

8.2 Representations True. Each and every representation and warranty of National under this Agreement shall be true and accurate in all material respects as of the date when made and shall be deemed to be made again at and as of the Closing and shall be true and accurate in all material respects as of the Closing.

8.3 Compliance. National shall have performed and complied in all material respects with each and every covenant, agreement and condition required by this Agreement to be performed or complied with by it prior or at the Closing.

8.4 Consents and Approvals. National and N.H. shall have obtained all consents and approvals of third parties (including Governmental Entities) required for National and N.H. to consummate the transactions contemplated by this Agreement, and no third party shall have withdrawn from or suspended any material license, permit or contractual right of National.

8.5 Other Legal Requirements. All statutory and other legal requirements for the valid consummation of the Merger shall have been fulfilled, including without limitation, all requirements of applicable law regarding notice to creditors of the bulk transfers contemplated by this Agreement. No law or regulation shall have passed or been enacted since the date of this Agreement that would prevent the consummation of the transactions contemplated by the terms of this Agreement.

ARTICLE IX
CONDITIONS TO NATIONAL'S OBLIGATIONS

All obligations of National under this Agreement are subject, at National's option, to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

9.1 Agreement. The managers of N.H. shall have executed and delivered to National duly executed copies of this Agreement and the Certificate and Articles.

9.2 Representations True. Each and every representation and warranty of N.H. under this Agreement shall be true and accurate in all material respects as of the date when made and shall be deemed to be made again at and as of the Closing and shall be true and accurate in all material respects as of the Closing.

9.3 Compliance. N.H. shall have performed and complied in all material respects with each and every covenant, agreement and condition required by this Agreement to be performed or complied with by it prior or at the Closing.

ARTICLE X
AMENDMENT

10.1 Amendment. This Agreement may be amended at any time prior to the filing of the first to be filed of the Certificate or the Articles. Any such amendment to this Agreement shall be approved by the members and managers of each party to this Agreement in the same manner as required for the approval of this Agreement.

10.2 Restrictions on Amendment. Pursuant to § 608.4381(6) of the Act, after approval of the Agreement by the parties hereto the Agreement may not be amended to:

10.2.1 change the amount or kind of interests, partnership interests, shares, obligations, other securities, cash, rights, or any other property to be received by the members of National in exchange for their National Percentage Interests;

10.2.2 change any term of the articles of organization or the operating agreement of the Surviving Entity, except for changes that otherwise could be adopted without the approval of the members of the Surviving Entity; or

10.2.3 change any of the terms and conditions of the Agreement if any such change, alone or in the aggregate, would materially and adversely affect the members of National.

ARTICLE XI
TERMINATION AND ABANDONMENT OF REORGANIZATION

11.1 Termination by Mutual Consent. At any time prior to the Effective Date, this Agreement may be terminated by the mutual written consent of the parties.

11.2 Effect of Termination. If this Agreement is terminated pursuant to this Article, this Agreement shall become void with no liability or obligation on the part of N.H. or National except that nothing herein shall relieve any party from liability for willful breach of this Agreement. In the event of termination as provided above, this Agreement shall forthwith become of no further force and effect, all parties hereto shall bear their own costs associated with this Agreement and all transactions contemplated herein and there shall be no obligation on the part of any parties.

ARTICLE XII
SECURITIES LAWS COMPLIANCE

12.1 Federal Securities Act Exemption. The N.H. Percentage Interests to be issued pursuant to this Agreement shall not be registered under the Securities Act of 1933 in reliance upon Section 4(2) of the Securities Act of 1933 or such other exemption as N.H. and its counsel shall elect.

12.2 Restrictions. In addition to any legend imposed by applicable state securities laws, the N.H. Percentage Interests issued pursuant to this Agreement, whether represented by certificates or merely reflected in the N.H. Agreement, shall bear a restrictive legend stating substantially as follows:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THESE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED, SOLD, TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933 OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT.

ARTICLE XIII
MISCELLANEOUS

13.1 Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and are not intended to affect the meaning or interpretation of any provision of this Agreement.

13.2 Severability. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid.

13.3 Binding Upon Successors. All of the terms hereof shall apply to, run in favor of and shall be binding upon and inure to the benefit of, as the case may require, the parties hereto, and also their assigns and successors in interest.

13.4 Waivers. One or more waivers of any term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same or any other term or condition.

13.5 Governing Law. The laws of the State of California shall govern the validity, construction, performance and enforcement of this Agreement.

13.6 Attorneys' Fees. If any legal action is instituted between the parties hereto in connection with this Agreement, then the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees.

13.7 Entire Agreement. This Agreement, and the ancillary documents referenced herein, contain the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement supersedes any and all previous arrangements and agreements, written or oral, express or implied, if any, which may have been entered into by and between the parties hereto with respect to the subject matter of this Agreement.

13.8 Construction. This Agreement was prepared and reviewed by all parties hereto. No one party shall be deemed to be the drafter of this Agreement. This Agreement shall be read and interpreted as if prepared by all parties and any ambiguities herein shall not be construed against any specific party hereto.

13.9 Notices. Any Notices hereunder shall be deemed sufficiently given by one party to another if in writing and if when delivered or tendered either person or by depositing it in the United States mail in a sealed envelope, registered or certified, with postage and postal charges prepaid, addressed to any party's address as follows:

If to National: National Hospitality, LLC
678 Blairshire Circle
Winter Park, Florida 32792

If to N.H.: N.H., LLC
2803 Barranca Road
Irvine, California 92606

or to such other addresses the parties have designated by Notice to the serving party, provided that Notice not given as

above shall, if it is in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

13.10 Further Actions. The parties hereto agree to execute and deliver all further documents necessary to effectuate all terms and conditions of this Agreement in a timely manner and each party hereto agrees to fully cooperate with one another to the extent necessary to implement this Agreement.

13.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, N.H. and National have caused this Agreement to be signed as of the date first above written.

NATIONAL HOSPITALITY, LLC,
a Florida limited liability company

By: The David and Marjorie Griswold
Community Property Trust,
established September 3, 1998
Its: Managing Member

By: David E. Griswold
David E. Griswold
Its: Trustee

By: Marjorie S. Griswold
Marjorie S. Griswold
Its: Trustee

N.H., LLC,
a California limited liability
company

By: David E. Griswold
David E. Griswold
Its: Co-Manager

By: Marjorie S. Griswold
Marjorie S. Griswold
Its: Co-Manager

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APPROVED
AND
FILED

EXHIBIT "A"

ARTICLES OF MERGER

APPROVED
AND
FILED
01 Nov -2 PM 3:09
NOTARY PUBLIC
STATE OF NEW YORK

EXHIBIT "B"

CERTIFICATE OF MERGER

APPROVED
/s/ [Signature]
FBI
01/10/2011 11:23:31
RECEIVED
FBI