

Section 5. Miscellaneous.

5.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which counterparts collectively shall constitute one instrument representing the Agreement between the parties hereto.

5.2 Any representations and warranties of either of the Company or either of the Constituent Companies contained herein or in any document furnished pursuant hereto shall not survive the Merger, and neither the parties to this Agreement, nor their respective stockholders, directors or officers, shall have any liability to the other after the Effective Date of the Merger on account of any breach or failure or the incorrectness of any of the representations and warranties.

5.3 Except as otherwise provided in this Agreement, nothing herein expressed or implied is intended, nor shall be construed, to confer upon or give any person, firm or corporation, other than the parties to this Agreement and their respective security holders, any rights or remedies under or by reason of this Agreement.

5.4 This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement and Plan of Merger to be signed in its corporate name by its President and its seal to be affixed and attested by its Secretary, all as of the date first above written.

HUNGRY BULL, INC. (formerly
HUNGRY BULL MANAGEMENT CORPORATION)

ATTEST:

By: _____ [Seal]

BUSH RIVER ROAD CORPORATION

ATTEST:

By: _____ [Seal]

HUNGRY BULL OF DUTCH SQUARE, INC.

ATTEST:

By: _____ [Seal]

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