

## ASSIGNMENT AND ASSUMPTION AGREEMENT AND AMENDMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into this 7<sup>th</sup> day of April, 2015, by and among 18239 MAIN STREET, LLC ("Assignor"), MEHER PATEL ("Assignee"), and, for limited purposes, VANTAGE HOSPITALITY GROUP, INC. ("Vantage"). **This Agreement is effective at such time as the Property (as defined below) is transferred by Assignor to Assignee (the "Effective Date").**

### RECITALS

A. Assignor is selling to, and Assignee is purchasing, the improved real estate and ongoing business known as the Americas Best Value Inn, located at 18239 Main Street, Jamestown, CA 95327.

B. Subject to the terms and conditions of this Agreement, Assignor desires to assign and transfer to Assignees all of Assignor's right, title, interest, obligations and duties in, under and to the Membership Agreement with Vantage signed by Assignor April 4, 2007 (the "Membership Agreement"), a copy of which is attached hereto as Exhibit A.

C. Subject to the terms and conditions of this Agreement, Assignee desires to accept such assignment and assume all of Assignor's right, title, interest, obligations and duties in, under, and to the Membership Agreement.

D. Subject to the terms and conditions of this Agreement, Vantage is willing to consent to the assignment contemplated hereby, and to amend the terms of the Membership Agreement hereby.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Subject to the terms and conditions of this Agreement, Assignor hereby assigns, conveys and transfers to Assignee all of the Assignor's right, title, interest, obligations, and duties in, under, and to the Membership Agreement (the "Assignment"), and in consideration of the Assignment, Assignees are paying to Assignor the sum of \$100, which Assignor agrees and acknowledges is full, fair, and adequate consideration for the Membership Agreement.

2. Acceptance and Assumption. Subject to the terms and conditions of this Agreement, Assignee hereby accepts the assignment and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants, and to pay and discharge all of the liabilities of Assignor to be observed, performed, paid or discharged from and after the Effective Date, in connection with the Membership Agreement.

3. Representations of Assignor. Except as may be set forth in this Agreement, Assignor represents and warrants that it possesses all rights and authority necessary to assign the Membership Agreement to Assignee.

4. Consent of Vantage. In furtherance of Section 16 of the Membership Agreement, Vantage hereby acknowledges its consent to the Assignment.

5. Amendment to Membership Agreement. The Membership Agreement is amended as of the Effective Date as follows: (a) Vantage shall be paid a \$5,000 Processing Fee, on or before the Effective Date; (b) for purposes of the Membership Agreement, Assignees' contact information is as follows:

Name: Meher Patel  
Address: 235 Eddy Street  
San Francisco, Ca 94102  
Phone: 415 706-9525 Fax: \_\_\_\_\_  
Email: meherbabi@yahoo.com

6. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other parties hereto, such further instruments of transfer and assignment and to take such other action as such other parties may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

7. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(b) Severability. If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

(c) Amendment. No supplement, modification, waiver, or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Counterparts. This Agreement may be executed in three or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida, without respect to the provisions concerning the conflict of laws which would otherwise result in the application of the substantive law of another jurisdiction.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, each of Assignor, Assignee, and Vantage has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative as of the date first set forth above.

**ASSIGNOR:**

18239 MAIN STREET, LLC

\_\_\_\_\_  
By: Dipak Patel

Title: Owner

**ASSIGNEE:**

MEHER PATEL



\_\_\_\_\_  
Print Name: Meher Patel

Title: Owner/Buyer

**VANTAGE:**

VANTAGE HOSPITALITY GROUP, INC.

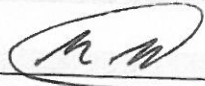
\_\_\_\_\_  
Jordan Langlois  
Vice President, Brand Management

4/10/15

IN WITNESS WHEREOF, each of Assignor, Assignee, and Vantage has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative as of the date first set forth above.

**ASSIGNOR:**

18239 MAIN STREET, LLC

  
\_\_\_\_\_

By: Dipak Patel

Title: Owner

**ASSIGNEE:**

MEHER PATEL

\_\_\_\_\_  
Print Name: Meher Patel

Title: Owner/Buyer

**VANTAGE:**

VANTAGE HOSPITALITY GROUP, INC.

\_\_\_\_\_  
Jordan Langlois  
Vice President, Brand Management