

THE JD MERGER AGREEMENT

This JD MERGER AGREEMENT (this “*Agreement*”) is made as of the Effective Date by and among David Matthew Howard, one fantastic, charismatic and magnificently humble junior litigation associate, born and raised in Southern California, currently employed by a Texas general practice law firm at its New York office (the “*Groom*” or “*David*”), Yixin Jingjing Liang, one lovely, intelligent and wonderfully caring junior corporate associate, born in the People’s Republic of China and raised in Toronto, Canada, currently employed by a New York general practice law firm at its New York office (the “*Bride*” or “*JJ*”, together with the Groom, the “*Couple*” or “*JD*”) and the Guest (as defined below).

WHEREAS, the Groom desires to take the Bride as his lawful wife, to have and to hold commencing on the Wedding Date, for better, for worse, for richer, for poorer, in sickness and health, until death do them part;

WHEREAS, the Bride desires to take the Groom as her lawful husband, to have and to hold commencing on the Wedding Date, for better, for worse, for richer, for poorer, in sickness and health, until death do them part; and

WHEREAS, the parents, grandparents, and other extended family members of the Couple collectively acknowledge and approve the Couple’s desire to unite as husband and wife;

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows¹:

ARTICLE 1

THE JD MERGER

The Couple hereby extends the warmest of welcome to the Guest to take part in the celebration of the Couple’s Merger (as defined below) on **June 2, 2018** (the “*Wedding Date*”) at the Wedding Venue (as defined below), including but not limited to, the following celebratory events:

- 1.1 **Welcome**. The Wedding Venue is open to the Guest beginning at 16:30. The Guest may enjoy refreshments on the South Lawn of the Wedding Venue.
- 1.2 **Ceremony**. The Guest may begin seating on the North Lawn at 16:45 in anticipation of the Couple’s civil wedding ceremony at 17:00.
- 1.3 **Cocktail Hour**. The Guest may enjoy cocktails, mingle with other guests, explore the Main Salon, Moorish Room, Turkish Room, and Sunroom, and/or partake in the lawn

¹ THIS AGREEMENT IS NOT A CONTRACT AND SHOULD NOT BE CONSTRUED AS ONE. THIS IS NOT A BINDING AGREEMENT AND IS MEANT TO BE AN ENTERTAINING WEDDING INVITATION.

game festivities on the South Lawn upon conclusion of the ceremony at approximately 17:30.

- 1.4 Reception. The Guest may begin seating in the Ballroom at 18:20 in anticipation of the wedding reception at 18:30. It is in the interest of the Guest to promptly locate and assume seating to avoid missing the Couple's grand entrance.

ARTICLE 2

DEFINITIONS

- 2.1. "*Effective Date*" means the date, no later than the RSVP Deadline, on which this Agreement is executed by the Guest as set forth on the signature page hereof.
- 2.2. "*Guest*" means [REDACTED] valued persons whose presence the Couple sincerely desires at the Merger.
- 2.3. "*Merger*" means the celebratory events of the Couple's union in marriage pursuant to Article 1.
- 2.4. "*Photographer*" means Anna Zajac Weddings, a talented artist whose amazing work may be seen at the Wedding Website.
- 2.5. "*RSVP Deadline*" means **April 30, 2018**.
- 2.6. "*Semi-formal*" means an ensemble less formal than formal, including dark business suits with a dress shirt, tie, and leather dress shoes, cocktail dresses or dressy separates; items *not* permitted at the Merger is provided on the Wedding Website.
- 2.7. "*Wedding Date*" means the date as provided in Article 1.
- 2.8. "*Wedding Venue*" means **Castle Green, 99 S Raymond Ave, Pasadena, CA 91105**; details of the venue floor plan as provided in Exhibit A.
- 2.9. "*Wedding Website*" means <http://www.withjoy.com/jdmerger>.

ARTICLE 3

REPRESENTATIONS & WARRANTIES OF THE COUPLE

- 3.1. Love & Happiness. The Couple represents and warrants that the Merger will involve an overflow of love, happiness and all things beautiful and sweet.
- 3.2. Gluttony. The Couple represents and warrants that the Guest will enjoy the food and beverages served at the Merger, *provided*, that the Guest shares the exemplary taste of the Couple.

- 3.3. Good Tunes. The Couple represents and warrants that the soundtrack of the day has been carefully selected to harmoniously complement each celebratory event under Article 1.
- 3.4. #KodakMoments. The Couple represents and warrants that Kodak moments of the day will be artistically and beautifully captured by the Photographer, of which the Guest shall have an opportunity to view, download and share as soon as administratively possible after the Merger.

ARTICLE 4

REPRESENTATIONS & WARRANTIES OF THE GUEST

- 4.1. RSVP. The Guest represents and warrants to RSVP by the RSVP Deadline on the Wedding Website.
- 4.2. Ceremony Behavior. The Guest represents and warrants to make all reasonable efforts to arrive promptly at the Wedding Venue to avoid missing any or all portions of the Ceremony pursuant to Section 1.2. The Guest further represents and warrants to avoid the use of personal cameras and cellphones, including iPhone X, during the Ceremony.
- 4.3. Dress. The Guest represents and warrants to attend the Merger in a well-groomed-and-dressed appearance. The dress code of the Merger is Semi-formal.
- 4.4. Class. The Guest represents and warrants to not consume alcohol to a degree that their good humor, common sense or balance is impeded to turn a classy event into a college fraternity party. The Guest acknowledges that this provision is put in place by the Couple in the interest of the Guest's reputation and honor.

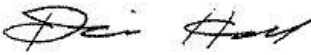
ARTICLE 5

MISCELLANEOUS

- 5.1. Hashtag. All photographs taken during the celebratory events under Article 1, with the exception of Section 1.2, of which personal photography is strictly prohibited, which the Guest would like to share on social media should be accompanied with the hashtag: #JDMerger.
- 5.2. Non-Competition. The Guest acknowledges and agrees that beginning on the Effective Date, the Wedding Date is strictly reserved for the Merger and that no other event, big or small, will interfere with the Guest's participation in the Merger.
- 5.3. Non-Solicitation. The Guest acknowledges and agrees not to solicit any member of the Wedding Party, with the exception of those who are single and ready to mingle, or any fellow guests attending the Merger with plus-ones.

- 5.4. Governing Law. The applicable law of this Agreement and of the Merger, based on the jurisdictional grounds that she has been dreaming of it since she was a little girl, is the law of the Bride. As Queen of all the land, the Bride's words will control and supersede over the laws of any and all state, federal or international law.
- 5.5. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by David's Arbitration Association in accordance with David's Arbitration Rules. The preselected arbitrator shall be David.
- 5.6. Entire Agreement & Modification. This document contains the entire agreement and supersedes any prior agreements. This Agreement may only be modified and amended with the written consent of the Guest and the Couple.
- 5.7. Additional Information. Accommodation and additional information may be found at the Wedding Website.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date.

By:  _____

Name: David Matthew Howard
Title: Groom

By:  _____

Name: Yixin Jingjing Liang
Title: Bride

