

BILL OF SALE

This BILL OF SALE is entered into on the 11th day of AUGUST, 2006, by and between:

MICHAEL LOUIS SHWARTZ a/k/a MICHAEL L. SHWARTZ, a person of the full age of majority, and a resident of Orleans Parish, Louisiana;

CAMELLIA GRILL, INC., a Louisiana corporation domiciled in the Parish of Orleans, represented herein by its undersigned officer; and

CAMELLIA GRILL HOLDINGS, INC., a Louisiana corporation domiciled in the Parish of Orleans, represented herein by its undersigned officer;

(hereinafter collectively referred to as "Seller", whose mailing address is c/o Mark Stein, Esq., Lowe, Stein, Hoffman, Allweiss & Hauer, LLP, 701 Poydras Street, Suite 3600, New Orleans, LA 70139)

AND

UPTOWN GRILL, L.L.C., a Louisiana Limited Liability Company, domiciled in the Parish of Jefferson, represented herein by its undersigned sole Member/Manager;

(hereinafter referred to as "Purchaser", whose mailing address is 103 Metairie Heights, Metairie, Louisiana 70001)

FOR AND IN CONSIDERATION of the price and sum of **TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS**, which Purchaser has well and truly paid unto Seller, the receipt and sufficiency whereof is acknowledged, Seller does by these presents, hereby sell, transfer, and convey unto Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the following tangible personal property located within or upon the real property described in Exhibit "A" annexed hereto and within or upon the buildings and improvements located thereon:

All furniture, fixtures and equipment, cooking equipment, kitchen equipment, counters, stools, tables, benches, appliances, recipes, trademarks, names, logos, likenesses, etc., and all other personal and/or movable property owned by Seller located within or upon the property described in Exhibit A annexed hereto and within or upon the buildings and improvements thereon (the "Personal Property").

Seller conveys and delivers the Personal Property unto Purchaser without recourse and without representation or warranty of any kind, express or implied.

TO HAVE AND TO HOLD, the Personal Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Purchaser, its successors and assigns, forever.

SELLER MAKES NO WARRANTY WHATSOEVER THAT THE PERSONAL PROPERTY COVERED BY THIS BILL OF SALE IS MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE AND THE SAME IS SOLD IN "AS IS" "WHERE IS" CONDITION. BY ACCEPTANCE OF DELIVERY, PURCHASER



AFFIRMS AND ACKNOWLEDGES THAT IT HAS NOT RELIED ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH THE PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND NO WARRANTY THAT THE PERSONAL PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Louisiana

THIS INSTRUMENT MAY BE EXECUTED IN COUNTERPARTS.

The Seller and Purchaser have executed this instrument on the dates and at the places hereinafter set forth.

SELLER:

[Signature]
MICHAEL LOUIS SHWARTZ
a/k/a MICHAEL L. SHWARTZ

Date: AUGUST 9, 2006

Place: CREVADA, MS

CAMELLIA GRILL, INC.

By [Signature]
Michael Louis Shwartz
a/k/a Michael L. Shwartz, President

Date: AUGUST 9, 2006

Place: CREVADA, MS

CAMELLIA GRILL HOLDINGS, INC.

By [Signature]
Michael Louis Shwartz
a/k/a Michael L. Shwartz, President

Date: AUGUST 9, 2006

Place: CREVADA, MS

PURCHASER:

UPTOWN GRILL, L.L.C.

By _____
Hicham Khodr, Sole Member/Manager

Date: _____

Place: _____

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SELLER:

MICHAEL LOUIS SHWARTZ
a/k/a MICHAEL L. SHWARTZ

Date: _____

Place: _____

CAMELLIA GRILL, INC.

By _____
Michael Louis Shwartz
a/k/a Michael L. Shwartz, President

Date: _____

Place: _____

CAMELLIA GRILL HOLDINGS, INC.

By _____
Michael Louis Shwartz
a/k/a Michael L. Shwartz, President

Date: _____

Place: _____

PURCHASER:

UPTOWN GRILL, L.L.C.
By _____
Richard [Signature], Sr. Member/Manager

Date: 8/11/06

Place: New Orleans, LA

A CERTAIN PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Orleans, Seventh Municipal District of the City of New Orleans, in the square designated by the Letter B-V on the old plan of Carrollton, now designated on the City Plan as SQUARE NO. 70, bounded by Carrollton Avenue, St. Charles Avenue, Dublin and Hampson Streets; which portion of ground begins at a point situated at a distance of 90 feet from the intersection of Hampson Street, measures 42 feet 6 inches front on CARROLLTON AVENUE, by a depth of 120 feet, between parallel lines, being composed of the whole of the original Lot No. 7 and a portion of the original Lot No. 8.

According to a survey by Adloe Orr, C.E., dated June 8, 1946, print of which is annexed to an act before Isaac S. Heller, Notary Public, dated June 4, 1946, said portion of ground is situated in Square No. 70, bounded by Carrollton Avenue, Hampson Street, Dublin Street, Leake Avenue, and St. Charles Avenue, commences at a distance of 49 feet 1 inch 7 lines from the corner of Carrollton Avenue and Hampson Street, and measures thence 42 feet 6 inches front on CARROLLTON AVENUE, the same in width in the rear, by a depth of 120 feet 8 inches (actual measurement) (120 feet - title measurement), between equal and parallel lines; all as further shown on a survey by Gilbert, Kelly & Couturier, Inc., S. & E., dated July 28, 2006, except that the depth on each sideline is shown to be 120 feet, without reference to title or actual measurements.

Improvements thereon bear Municipal No. 626 S. Carrollton Avenue).

EXHIBIT "A"

annexed to Bill of Sale by and between Michael Louis Shwartz, et al, and Uptown Grill, L.L.C., dated August _____, 2006.