

## LICENSE AGREEMENT

This License Agreement ("Agreement") entered into on the 27<sup>th</sup> day of August, 2006 by and between The Grill Holdings, L.L.C., a Louisiana limited liability company ("Licensee") and Camellia Grill Holdings, Inc., a Louisiana corporation ("Licensor"), which are collectively referred to as the "Parties."

### 1. RECITALS.

1.1 Licensor owns the intellectual property, trademarks and service marks ("Marks") described on Exhibit 1.1 annexed hereto.

1.2 Licensee desires to obtain the exclusive license to the Marks for the purposes set forth herein.

1.3 The Parties enter into this Agreement to state the terms and conditions upon which Licensee may open, operate, franchise and/or sublicense restaurants bearing the Marks and to sell ancillary products bearing the Marks.

2. **TERM AND TERMINATION.** This Agreement shall commence as of the date first set forth above and shall continue until December 31, 2157, unless sooner terminated as set forth below.

2.1 Termination will be effective immediately upon written notice from Licensor to Licensee when Licensee: (i) fails to comply with any provision of this Agreement, or (ii) becomes insolvent, files for bankruptcy or dissolves.

2.2 Licensee may terminate this Agreement upon one (1) year's written notice to Licensor provided that (i) Licensee is not in default hereunder, (ii) Licensor shall not owe Licensee any rebate, refund, return or repayment of any amounts paid hereunder, (iii) Licensee immediately surrenders all right whatsoever Licensee may have in the Marks and assigns all



franchise or sublicense agreements then in effect to Licensor, and (iv) Sections 4, 5, 12 and 14 shall survive such termination.

3. **CAMELLIA GRILL TRADEMARK LICENSE.** Licensor grants to the Licensee for the duration of this Agreement an exclusive license to use the Marks in connection with Licensee's restaurant operations and the marketing and distribution of t-shirts, aprons, sweatshirts, caps, mugs, cups, posters, coffee, golf shirts, and dress shirts bearing the Marks within the United States (the "Territory"). Licensee agrees not to change any aspect of the Marks in color, design or presentation, without the prior written consent of Licensor. Licensee may sub-sublicense the Marks, provided that all sublicensees agree in writing that the Marks shall be used only as specified in this Agreement. Licensee shall submit all products bearing the Marks in advance to Licensor prior to marketing them to enable Licensor to approve the quality of the goods, which approval will not unreasonably be refused and shall be communicated by Licensor within 30 days of submission by Licensee of goods of appropriate quality. From time to time, Licensor may visit the restaurants and sample the food items on the menu and observe the provision of services by Licensee, franchisees and/or sublicensees; as a result of such a visit, Licensor may request Licensee to alter menu items or alter its services, but Licensor shall not make such request unreasonably.

3.1 Notwithstanding anything contained herein to the contrary, Licensee shall not open or franchise a restaurant in Oxford, Mississippi or within thirty (30) miles of Oxford, Mississippi, (the "Oxford Area") which utilizes the Marks except in compliance with the provisions of this Section 3.1. Notwithstanding anything contained herein to the contrary, Licensor reserves the right to open a restaurant in the Oxford Area which utilizes the Marks and Licensor shall not owe to Licensee any fees or other amounts for the use by Licensor of the

Marks with respect to an Oxford Area restaurant. Licensor agrees not to ship Novelty items outside of the Oxford Area.

4. **COMPENSATION.** Licensee will pay Licensor for all use of the Marks, without deduction or set-off, all amounts set forth herein.

4.1 The sum of One Million (\$1,000,000.00) and No/100 Dollars on the execution of this Agreement, receipt whereof is acknowledged by Licensor.

4.1.1 Licensee shall pay Licensor the sum of Seventy-Five Thousand (\$75,000.00) and no/100 Dollars upon the opening for business of the first restaurant owned, licensed or franchised by Licensee, or any successor or assignee of Licensee, except for 626 S. Carrollton Avenue, New Orleans, Louisiana, within six (6) months of the opening of such restaurant to the public.

4.2 Licensee shall pay Licensor royalties ("Royalties") on "Food Gross Revenue" (as hereinafter defined) and "Novelty Gross Revenue" (as hereinafter defined) as calculated pursuant to Sections 4.6 and 4.7 hereof, in the amounts, at the times and in the manner set forth hereinbelow.

4.3 "Gross Revenue" wherever used herein shall be defined to mean the total amount of all sales of merchandise and/or services and all other receipts received by Licensee from or in any way connected with the Marks, including but not limited to, restaurants owned, licensed or franchised by Licensee, whether the same be for cash, barter, credit, check, charge account, or other disposition of value regardless of collection, in the event of sale upon credit or charge account, and whether made by Licensee, concessionaires, licensees, transferors or assignees of Licensee. The value of each sale shall be the actual total sales price charged the customer, and shall be reported in full in the month that the transaction occurs irrespective of when, or if,

payment is received. Gross Revenue includes orders or sales which originate in, at, or from a particular site, whether delivery or performance is made from such site or from another place, and orders and sales of goods and services delivered and performed from a site as a result of orders taken elsewhere; orders or sales mailed, telephoned, telegraphed, faxed or sent by e-mail or over the internet, which are received at or filled from a site; all sales and revenue accruing by means of mechanical, self-operated, or automatic vending devices on any site. There shall be no deduction or exclusion from Gross Revenue except as specifically permitted hereafter. Any deposit not refunded shall be included in Gross Revenue.

4.3.1 The following, and no other amounts shall be excluded from Gross Revenue:

(a) Merchandise returned in the amount of cash refunded or credit given, and discounts and allowances granted or exchanges made, provided that the sale price of such items was originally included in Gross Revenue.

(b) The amount of any sales, use or gross receipts tax, or excise tax, imposed by any governmental authority upon the sale of merchandise or services, or both, which such taxes are added separately to the selling price thereof and collected from customers or paid by Licensee and included in the retail selling price, providing the amount of such tax is separately recorded.

(c) The exchange of merchandise between sites of Licensee, when such exchanges are made solely for the operation of Licensee's business and not for the purpose of consummating a sale which have been made at, in or from a site.

(d) Merchandise returned for credit to shippers, jobbers, wholesalers or manufacturers.

(e) The amount of any tips paid to or on behalf of any employee.

4.4 "Food Gross Revenue" wherever used herein shall be defined to mean the total Gross Revenue from all sales of food or food items.

4.5 "Novelty Gross Revenue" wherever used herein shall be defined to mean the total Gross Revenue from the sale of t-shirts, aprons, sweatshirts, caps, mugs, cups, posters, coffee, golf shirts, and dress shirts bearing any of the Marks.

4.6 Licensee shall pay to Licensor Royalties equal to the percentage of Food Gross Revenue set forth on Exhibit 4.6 annexed hereto.

4.7 Licensee shall pay to Licensor Royalties equal to the percentage of Novelty Gross Revenue set forth on Exhibit 4.7 annexed hereto.

4.8 All Gross Revenue shall be reported as hereinafter set forth:

4.8.1 Licensee shall submit to Licensor, on or before the 10th day of every April, July, October and January of the Term, a written statement signed by Licensee showing Licensee's Gross Revenue, as herein defined, for the preceding calendar quarter, and shall pay to Licensor all Royalties due for that calendar quarter.

4.8.2 On or before March 15 of each year, Licensee shall furnish to Licensor a statement certified by an officer or manager of Licensee, of Licensee's Gross Revenue during the preceding calendar year, detailed by source, location, franchisee and/or sublicensee.

4.8.3 For the purpose of ascertaining the amount of reportable sales and revenue, Licensee agrees to record each and every sale at the time of the transaction on (i) a cash register having a sealed, continuous, cash register tape with cumulative totals, which numbers, records, and duplicates each transaction entered into the register, (in any event such cash register must have a non-resettable grand total), (ii) serially prenumbered sales slips, or (iii) a computer

system that produces and maintains comparable records. If Licensee chooses to record each sale by using a cash register, Licensee agrees that the continuous, cash register tape will be sealed or locked in such a manner that it is not accessible to the person operating the cash register. If Licensee chooses to record each sale on a computer system, Licensee agrees that such computer system will be set up so that such records cannot be changed by the person operating the computer system. If Licensee chooses to record each sale on individual sales slips, Licensee agrees that said sales slips (including those canceled, voided, or not used) will be retained in numerical sequence for a period of three (3) years.

4.8.4 If Licensee shall fail to prepare and deliver any statement of Gross Revenue in a timely manner as required herein, Licensor, may do any or all of the following: (i) within thirty (30) days after written notice thereof to Licensee, and Licensee's failure to cure, elect to treat Licensee's failure to report as a default of this Agreement; (ii) elect to make an audit of all books and records of Licensee which in any way pertain to or show Gross Revenue and to prepare the statement or statements which Licensee has failed to prepare and deliver; or (iii) impose a late/non-reporting fee of One Hundred Dollars (\$100.00) for each such failure by Licensee. The statement or statements so prepared shall be conclusive on Licensee, and Licensee shall pay on demand all reasonable expenses of such audit and of the preparation of any such statements and all sums as may be shown by such audit to be due as Royalties.

4.8.5 All such statements and reports shall be kept in confidence by Licensor except in connection with a sale, mortgage, administrative or judicial proceedings.

4.9 Licensee agrees to maintain the following books and records:

4.9.1 Licensee agrees to keep at its principal office (which shall be a single location within Louisiana or Mississippi), and Licensee shall immediately notify Licensor of any

change of such location, accurate books and records (as more specifically identified below) of all business conducted by Licensee in accordance with generally accepted accounting practices consistently applied, and said records shall be open and available for examination at the principal office at all reasonable times to Licensor, or Licensor's representatives, upon reasonable notice to Licensee, for the purpose of ascertaining or verifying the Gross Revenue. All records shall be retained by Licensee for examination by Licensor for a period of at least 3 years following the end of the calendar year for which said records apply.

4.9.2 Licensee further agrees that for the purposes hereinbefore recited, Licensee shall prepare, preserve and maintain for a period of three years, the following documents, books, accounts and records:

4.9.2.1 Daily cash register summary tapes (normally referred to as "Z Tapes") and sealed, continuous, cash register tapes, prenumbered sales slips or comparable computer records, maintained as recited herein;

4.9.2.2 All bank statements detailing transactions in or through any business bank account;

4.9.2.3 Daily or weekly sales recapitulations;

4.9.2.4 A sales journal;

4.9.2.5 A general ledger or a summary record of all cash receipts and disbursements from operations on or from any location;

4.9.2.6 Copies of all sales or use tax returns and all income tax returns filed with any governmental authority which reflect in any manner sales, income or revenue generated in or from the Premises; and

4.9.2.7 Such other records or accounts as Licensor may reasonably require in order to ascertain, document, or substantiate reportable Gross Revenue as defined herein.

4.9.3 If upon inspection or examination of Licensee's available books and records of account, Licensor determines that Licensee has failed to maintain, preserve, or retain the above-recited documents, books, and records of account in the manner detailed herein, Licensor shall give Licensee sixty (60) days to cure said deficiencies. Further, if Licensee is found to be deficient in maintaining any of the above-recited documents, books or records of account, Licensee shall reimburse Licensor for reasonable expenses incurred by Licensor in determining said deficiencies, including, but not limited to, any audit or examination fees incurred by Licensor.

If after receiving the aforesaid notice, and upon expiration of the sixty (60) day time period specified herein, Licensee fails to cure the noted deficiencies, Licensor may, at its option, either grant Licensee additional time to cure the deficiencies, hold Licensee in default of this Agreement, or at Licensee's expense, and for its benefit, retain a good and reputable independent accounting or bookkeeping firm to prepare and maintain the above-recited documents, books and records of accounts. If Licensor elects the latter option, Licensee agrees and covenants that the representative or representatives of said accounting or bookkeeping firm will have full right of entry and access to the Premises and existing financial records, and full cooperation by Licensee, for the purpose of establishing and maintaining the documents, records and books of account recited hereinabove. Any expenses incurred by Licensor in furtherance of its rights hereunder will be considered Royalties due and payable by Licensee with the next due installment of royalties.



4.9.4 In the event an examination of the records of Licensee to verify said Gross Revenue shall disclose a deficiency in excess of two percent (2%) of the Gross Revenue reported for twelve month period, (1) Licensee agrees to pay to Licensor the reasonable costs and expenses of such audit, and (2) any additional royalties found due and owing as a result of said audit shall be immediately paid by Licensee to Licensor upon demand. If an examination by Licensor or its representative discloses that Licensee has overreported Gross Revenue and that, as a result of said overreporting, Licensee has overpaid Royalties, Licensor shall give Licensee credit against the next due installment of Royalties due and owing by Licensee for the overpaid Royalties.

4.10 For purposes of this Agreement, the term "Licensee" shall mean all affiliates, subsidiaries or related companies of Grill Holdings, LLC.

5. **OWNERSHIP.** Licensee acknowledges and agrees that all of the Licensor's right, title and interest in and to the Marks shall remain the property of Licensor. Where appropriate, Licensee agrees to use the designations <sup>TM</sup>, ® or © with respect to its use of the Marks.

6. **USE OF TRADEMARKS.** Licensee will: (i) use the Marks only as set forth herein; (ii) refrain from use of the Marks except under the terms of this Agreement; (iii) notify Licensor in writing of any conflicting uses, applications for registration or registrations of the Mark or Marks similar thereto of which it has actual knowledge; and (iv) execute any documentation requested by Licensor relating to the Marks.

6.1 Licensee shall not use any part of the Marks in combination with any other trademark, word, symbol, letter or design. Licensee shall not use any of the Marks as a part of its company name, but Licensee shall use "Camellia Grill" as the name of each of its restaurants in

which the marks are used. Licensee agrees not to adopt any trademark, tradename, design, logo or symbol, which, is similar to or likely to be confused with any of the Marks.

6.2 Licensors makes no representation or warranty as to the viability of Licensee's operation nor as to the marketability of the Marks or of products or restaurants bearing the Marks. Licensors will not be liable for any actions or claims by third parties, or any expenses, costs or damages related thereto or resulting therefrom, arising in connection with Licensee's use of the Marks.

6.3 Licensee shall provide to Licensors a copy of any franchise agreement, license, sub-license or any other agreement with respect to the use, transfer, assignment, franchise, or alienation of all or any of the Marks within two (2) business days of the execution of any such agreement.

6.4 Licensee shall cause any franchisee, licensee, transferee, assignee or sublicensee of any or all of the Marks to abide by all of the provisions of this Agreement, and in particular, with the provisions of Articles 4, 5 and 6.

7. **INFRINGEMENT PROCEEDINGS.** Licensee shall take all necessary action to prevent infringement, dilution or unfair competition with respect to the Marks. Infringement or unfair competition proceedings concerning the Marks shall be initiated entirely by Licensee. In the event that Licensee does not initiate such proceedings, Licensors, at its option, may initiate such proceedings on Licensee's behalf and at Licensee's expense.

8. **ADVERTISING.** Licensee shall, at its own expense, advertise the Marks as is necessary to adequately promote them in his discretion.

9. **BUSINESS CODE OF ETHICS.** Licensee agrees that it and each of its franchisees, licensees, transferees and sublicensees, will meet standards that protect labor and human rights.

Licensee certifies that it maintains a business code of ethics which ensures that all laws relating to labor standards and conditions, including the protection of minors, are enforced, and that employees are provided with a living wage that ensures work with dignity, appropriate to the particular economy where such operations are located.

9.1 Licensee agrees that it will not knowingly use suppliers whose working conditions do not consistently meet standards that protect labor and human rights. Licensee shall strive to ensure that such suppliers shall have a business code of ethics which ensures that all laws relating to labor standards and conditions, including the protection of minors, are enforced, and that employees are provided with a living wage that ensures work with dignity, appropriate to the particular economy where such operations are located.

#### **10. LICENSEE OBLIGATIONS**

10.1 Licensee will not use the Marks, for purposes other than pursuant to this Agreement.

10.2 Licensee will use the Marks in a manner, and in accordance with the best standards and practices, such as not to diminish the value or stature of the Marks.

10.3 Licensee will not attack the title or any rights of Licensor in and to the Marks, attack the validity of this Agreement, or do anything either by omission or commission which might impair, violate or infringe the Marks. Licensee will not claim adversely to Licensor or anyone claiming through Licensor with respect to any right, title or interest in or to the Marks.

10.4 Licensee will cooperate fully and in good faith with Licensor for the purpose of securing and preserving Licensor's rights in and to the Marks.

11. **SUBLICENSING.** Licensee may sublicense the Marks to any third party upon prior written notice to Licensor. Licensor may assign this Agreement without the prior approval of Licensee.

12. **EFFECT OF TERMINATION.**

12.1 **Licensee to Prevent Consumer Confusion.** Upon termination of this Agreement, Licensee shall avoid any action or the continuance of any condition which might suggest to the public that Licensee has any right to the Marks, or that Licensee continues to be associated with Licensor.

12.2 **Effect of Termination.** Upon termination of this Agreement for any reason, all rights and privileges granted to Licensee hereunder will immediately cease and will revert to Licensor. Licensee will discontinue use of all Marks.

12.3 **Late Payment.** In the event Licensee fails to pay any amount which may be due Licensor hereunder, in addition to any other rights or remedies Licensor may have, Licensee shall pay Licensor interest on all such late payment at the rate of 1.5% per month.

13. **WARRANTIES.** Licensee hereby guarantees that, as of the date of shipment or delivery, any food products bearing the Marks: (a) is not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act") (b) is not an article which cannot be introduced into interstate commerce under the provisions of Sections 404 and 505 of the Act and (c) is in compliance with all applicable federal, state and local laws. Licensee further warrants and represents that (a) it shall use reasonable efforts to procure the greatest volume of Gross Revenue consistent with high quality, (b) it has the right to enter into this Agreement and to agree to the terms and conditions of this Agreement, and (c) the person executing this Agreement on behalf of Licensee has the authority to act on behalf of Licensee.

Licensor warrants and represents that, it has all right, title, and interest in and to the Marks and the right to license the Marks, to enter this Agreement, and to agree to the terms and conditions of this Agreement, and the person executing this Agreement on behalf of Licensor has the authority to act on behalf of Licensor. Except to the extent set forth in Section 7, Licensor agrees to take all necessary action to protect its ownership interest in the Marks and to indemnify and hold licensee harmless with respect thereto, including attorney fees and costs.

14. **INDEMNITY.** Licensee agrees to indemnify and hold Licensor, and its respective agents, employees, shareholders, directors, officers, assigns and/or affiliates harmless for, from and against any claims, demands, actions, causes of action, obligations, damages, debts, liabilities, expenses and losses, including court costs and attorney's fees, arising directly or indirectly out of or in connection with i) any breach by Licensee, its officers, agents or Employees of any term or condition of this Agreement, including, but not limited to any representation, warrant or guaranty made by Licensee; and ii) all products liability or warranty claims relating to the Marks, including without limitation, any claim arising from adulterated or contaminated food or products; and iii) any injury or damage to persons or property arising out of or resulting from the negligence or misconduct of Licensee, or its officers, agents or employees, by or on behalf of any person or entity in connection with the cultivation of the Marks; and iv) any contravention by Licensee, its officers, agents or employees of any instruction, condition, requirement, rule, regulation or law; and v) Licensee's failure to pay any costs or expenses required to be paid by the Licensee pursuant to this Agreement; and vi) any labor claims arising from Licensee's business.

15. **INSURANCE.** Licensee agrees to maintain in effect insurance coverage with insurance companies rated "A" or better covering comprehensive general liability, including product

liability and excess liability, written on an occurrence basis, in amounts and with deductibles, all as acceptable to Licensor. Licensee shall be responsible for any deductibles arising from any claims under such policies. These policies shall name Licensor, its officers and agents, as additional insured parties. Copies of such policies or certificates together with copies of all endorsements shall be provided to Licensor when requested. The obligation to provide insurance set forth in this Section is separate and independent of all other obligations contained in this Agreement.

16. **DEFAULT.** Licensor may, in its sole discretion, terminate all or part of this Agreement in the event that:

16.1 If Licensee at any time after January 1, 2007 fails to continue active marketing of the Marks and fails to cure such default within fifteen (15) days after written notice from Licensor. For purposes hereof, maintaining restaurant operations at normal times during normal business hours, except for holidays, acts of God, governmental action, terrorism and other events of force majeure shall constitute "active marketing."

16.2 Licensee files a petition in bankruptcy or is adjudged bankrupt, or if a petition in bankruptcy is filed against Licensee, or if Licensee becomes insolvent, or makes an assignment for the benefit of creditors, or if Licensee discontinues its business or if a receiver is appointed for Licensee or Licensee's business who is not discharged within days .

16.3 Licensee defaults under any of its obligations hereunder and fails to cure such default within fifteen (15) days after written notice from Licensor.

17. **MISCELLANEOUS.**

17.1 **Amendment.** This Agreement may not be amended, modified or supplemented except by a written agreement executed by all the Parties.

**17.2 Attorneys' Fees.** In the event any Party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the Party prevailing in such action or proceeding shall be paid all reasonable attorneys' fees and costs. These costs include, without limitation, expert witness fees, investigation costs, costs of tests and analysis, travel and accommodation expenses, deposition and trial transcript costs and court costs. A court, and not a jury, will set all such fees and costs, all of which will be included in the judgment entered in such proceeding.

**17.3 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their permitted successors and assigns, and any reference to a Party hereto shall also be a reference to a permitted successor or assign.

**17.4 Captions.** The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to Sections are references to Sections of this Agreement

**17.5 Complete Agreement.** This Agreement and the attached Exhibits constitute the complete and exclusive statement of agreement among the Parties with respect to the subject matter herein and therein replace and supersede all prior written and oral agreements or statements by and among the Parties. No representation, statement, condition or warranty not contained in this Agreement, or the attached Exhibits, will be binding on the Parties or have any force or effect whatsoever.

**17.6 Controlling Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Louisiana without reference to Louisiana's choice of law rules.

**17.7 Fees and Expenses.** Each Party shall pay its own fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby, including, but not limited to, the fees, costs and expenses of its accountants and counsel, except where expressly provided otherwise.

**17.8 Further Documents and Acts.** The Parties to this Agreement will, in good faith, exercise and perform such other acts as are reasonably necessary and appropriate to consummate and carry out the terms and conditions and other contracts described under this Agreement. The Parties agree to execute and deliver such further instruments, agreements, contracts and documents, as may be reasonably required to effectuate the stated and intended purposes of this Agreement.

**17.9 Interpretation.** In the event any claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or his or its counsel.

**17.10 Investigations; Representations and Warranties.** The representations and warranties, covenants and agreements of the Parties set forth in this Agreement shall remain in full force and effect until duly satisfied or performed by the appropriate Party hereto. This Section shall not limit or restrict the Parties' remedies against each other or any other person for fraud, willful misconduct, bad faith or any other intentional breach of any representation, warranty, covenant or agreement contained herein. The respective representations and warranties of the Parties contained herein or in any certificate, or other document delivered by any Party, shall not be deemed waived or otherwise affected by any investigation made by a Party hereto.



**17.11 Jurisdiction and Venue.** The Parties acknowledge and understand that the making of this Agreement is in Orleans Parish, Louisiana. Any suit, arbitrations, mediation or other remedial process shall be filed and maintained in Orleans Parish, Louisiana.

**17.12 Notices.** All notices, communications and deliveries hereunder shall be made in writing signed by the Party making the same, shall specify the Section hereunder pursuant to which it is given or being made, and shall be deemed given or made on either 1) the date delivered if delivered in person, 2) on the date initially received if delivered by facsimile transmission followed by registered or certified mail confirmation, 3) on the date delivered if delivered by a nationally recognized overnight courier service or 4) on the third (3rd) business day after it is mailed if mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid) as follows:

**LICENSOR:**

Camellia Grill Holdings, Inc.  
c/o Country Inn & Suites  
255 Southwest Frontage Rd., Room 331  
Grenada, Mississippi, 38901  
Telephone: (662) 227 8444

E-mail: Vendomecats@aol.com

With a copy to:  
Mark S. Stein, Esq.  
Lowe, Stein, Hoffman, Allweiss & Hauver, LLP  
701 Poydras Street, Suite 3600  
New Orleans, LA 70139  
Telephone: (504) 581-2450  
Facsimile: (504) 581-2461  
E-mail: mstein@lshah.com

**LICENSEE:**

The Grill Holdings, L.L.C.  
104 Metairie Heights  
Metairie, Louisiana, 70001  
Telephone: (504) 421 4601  
E-mail: Khodr@cox.net

With a copy to:  
David H. Bernstein, Esq.  
Suite 1100, 1 Galleria Blvd.  
Metairie, Louisiana, 70001  
Telephone: (504) 833 5600  
Facsimile: (504) 833 8080  
E-mail: dhb@chehardy.com

or to such other representative or at such other address of a Party as such Party hereto may furnish to the other Party in writing.

**17.13 Exhibits.** Exhibits duly executed by the Parties and attached hereto are incorporated into and made a part of this Agreement as if set out in full in this Agreement.

**17.14 Number; Gender.** Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

**17.15 Reliance on Authority of Person Signing Agreement.** If a Party is not a natural person, then no other Party will (a) be required to determine the authority of the individual signing this Agreement to make any commitment or undertaking on behalf of such entity or to determine any fact or circumstance bearing upon the existence of the authority of such individual, or (b) be responsible for the application or distribution of proceeds paid or credited to individuals signing this Agreement on behalf of such entity.

**17.16 Remedies Cumulative.** The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any person may be lawfully entitled.

**17.17 Severability.** The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. If any provision of the Agreement is held invalid or unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. If any provision of this Agreement is unenforceable under the law prevailing on the date hereof, but is enforceable under the law prevailing at a subsequent time, then such originally unenforceable provision shall be deemed to take effect at the time

when it becomes enforceable. As used herein, the term "unenforceable" is used in its broadest and most comprehensive sense and includes the concepts of void or voidable.

17.18 **Waiver.** The Parties hereto, by or pursuant to action taken by their respective members, partners or officers, may, to the extent legally permitted: (i) extend the time for the performance of any of the obligations or other acts of any other Party; (ii) waive any inaccuracies in the representations or warranties of any other Party contained in this Agreement or in any document or certificate delivered pursuant hereto; (iii) waive compliance or performance by any other Party with any of the covenants, agreements or obligations of such Party contained herein; and (iv) waive the satisfaction of any condition that is precedent to the performance by the Party so waiving of any of its obligations hereunder. Any agreement on the part of a Party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by one Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**Camellia Grill Holdings, Inc.**

By: 

**Michael Schwartz**

**Grill Holdings, LLC**

By: 

**Exhibit I.1**  
**Licensed Intellectual Property**




All "Camellia Grill" marks on file with the United States Patent and Trademark Office, including, but not limited to, Serial Nos. 73561921, 73503693, 735603694, 73503696, now registration numbers 1440249, 1471729, 1471728, and 1446870, all as reflected on Exhibit 1.1(a) attached hereto..

All "trade dress" associated with the "Camellia Grill" Restaurant.

All rights to the blueprints, plans and specifications developed by Michael Schwartz for ancillary "Camellia Grill" restaurants.

All menus and recipes developed by or used in the "Camellia Grill" restaurants.

Exhibit 1.1(a)

Mark Country Application no. Filing date	Registration No. / Registration Date Goods/Services (GSNN File No.)	Status/ upcoming deadlines/	Owner of record First use date
CAMELLIA GRILL US 73503693 October 15, 1984	1446870 July 7, 1987 Restaurant Services (98865.2)	Renewal due 7 July 2007	Camellia Grill Holdings, Inc. 1 Jan. 1949
 US 735603694 October 15, 1984	1471728 January 5, 1988 Restaurant Services (98865.3)	Renewal due 5 January 2008	Camellia Grill Holdings, Inc. 5 March 1984
 US 73503696 October 15, 1984	1471729 January 5, 1988 Restaurant Services (98865.4)	Renewal due 5 January 2008	Camellia Grill Holdings, Inc. 1 January 1965
 US 73561921 October 7, 1985	1440249 May 19, 1987 Restaurant Services (98865.5)	Renewal due 19 May 2007	Camellia Grill Holdings, Inc. 1971 or 1981

**Exhibit 4.6**  
**Royalties on Food Gross Revenue**

Food Gross Revenue from 626 S. Carrollton Ave., N.O., Louisiana:  
0%

Each Franchised Unit or Sublicensed Unit:  
1% of Food Gross Revenue

Internet, mail order, fax sales of pies:  
3½% of Gross Revenue

Each License owned unit (except 626 S. Carrollton) until there are 10 units, whether Licensee owned, franchised, or sub-licensed:  
1% of Food Gross Revenue

Thereafter, each Licensee owned unit, computed on a calendar year:  
1% of Food Gross Revenue up to \$2,000,000  
2% of Food Gross Revenue up to \$2,000,001 to \$4,000,000  
3% of Food Gross Revenue over \$4,000,000

MLS  
H.K.

**Exhibit 4.7**  
**Royalties on Novelty Gross Revenue**

Novelty Gross Revenue from 626 S. Carrollton Ave., N.O., Louisiana:  
5%

Each Licensee Owned Unit (except for 626 S. Carrollton):  
10% of Novelty Gross Revenue

Each Franchised Unit or Sublicensed Unit up to Ten units in the aggregate (whether Licensee owned, franchised or sublicensed):  
10% of Novelty Gross Revenue

Each Franchised Unit or Sublicensed Unit over Ten units in the aggregate (whether Licensee owned, franchised or sublicensed):  
30% of Novelty Gross Revenue

Internet and Mail Order Sales:  
Computed on a calendar year basis:

8% of Novelty Gross Revenue up to \$10,000,000  
10% of Novelty Gross Revenue in excess of \$10,000,000

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H.K.