

AFFIRMATION OF DAN BRANOWER
EXHIBIT A

SUPEME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

LITTLE REST TWELVE, INC.,

Plaintiff,

Against

JOSEPH KAY, NINA ZAJIC, DAVID KAY,
THOMAS GIGLIO, JOSEPH GIL, and JOHN
DOES 1-5.

Defendants.

Index No. 650209/2010

**AFFIDAVIT OF
JEAN-YVES HAOUZI**

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

ss.:

JEAN-YVES HAOUZI, being duly sworn, deposes and says:

1. I am over the age of eighteen (18) years and make this affidavit in support of Little Rest Twelve, Inc.'s ("LR12") application for injunctive relief in the above referenced action. Except as alleged upon information and belief, I have personal knowledge of the facts asserted herein.

2. I am also a shareholder, Director and COO of Little Rest Twelve, Inc. ("LR12").

3. On or about March 23, 2004, LR12 filed a Certificate of Incorporation with the State of New York. A copy of the Certificate of Incorporation for LR12 is attached hereto as Exhibit A.

4. The original shareholders of LR12 were me, Laurent Ben-Attar, and Sakia

Limited Incorporated (“Sakia”). A copy of a written action of the Directors of Little Rest Twelve, Inc. demonstrating this ownership is attached hereto as Exhibit B. I owned seventy five thousand (75,000) shares which amounted to seven and one half percent (7.5%) of the issued and outstanding shares of LR12. A stock certificate for seventy five thousand (75,000) shares in my name dated July 12, 2004, is attached hereto as Exhibit C.¹ Similarly, Mr. Ben-Attar owned seventy five thousand (75,000) shares which amounted to seven and one half percent (7.5%) of the issued and outstanding shares of LR12. A stock certificate for seventy five thousand (75,000) shares in the name of Laurent Ben-Attar dated July 12, 2004 is attached hereto as Exhibit D.² Sakia owned eight hundred fifty thousand (850,000) shares which amounted to eighty five (85%) percent of the issued and outstanding shares of LR12. A stock certificate for eight hundred fifty thousand (850,000) shares in the name of Sakia dated July 12, 2004, is attached hereto as Exhibit E.³

5. On or about October 14, 2004, I purchased the 75,000 shares of LR12 owned by Mr. Ben-Attar. A stock certificate for one hundred fifty thousand (150,000) shares in my name dated October 14, 2004 is attached hereto as Exhibit F.

6. On or about July 26, 2006, Sakia sold its eight hundred fifty thousand (850,000) shares in LR12 to Grosvenor Trading House Limited (“GTHL”). Copies of a stock certificate for eight hundred fifty thousand (850,000) shares of LR12 in the name of GTHL dated July 26, 2006, and the Stock Purchase Agreement between Sakia and GTHL relating to LR12 dated July 26, 2006, are attached hereto respectively as Exhibits G and H.

¹ This stock certificate is voided because it was replaced with 150,000 share certificate when I later purchased Mr. Benn-Attar’s shares in LR12 as set forth herein.

² This stock certificate is voided because Mr. Ben-Attar later sold his shares in LR12 to me as set forth herein.

7. On or about March 10, 2005, LR12 and I were approved for a liquor license on behalf of LR12. A copy of a conditional letter of approval of the liquor license application on behalf of LR12 dated March 10, 2005, is attached hereto as Exhibit I. After GTHL purchase the LR12 shares from Sakia, LR12 filed an Application for Approval of Corporate Change which reflected that LR12 was now owned by GTHL (85%) and me (15%). A copy of the Application for Approval of Corporate Change is attached hereto as Exhibit J. Such application was approved and I remain on LR12's liquor license to the present day. A copy of a printout from the New York State Liquor Authority showing that the license is active is attached hereto as Exhibit K. On or about April 9, 2010, LR12 filed a Renewal Application Notice Form with the Community Board No. 2, informing them of a pending application to renew the liquor license. A copy of that Renewal Application Notice Form is attached as Exhibit L. I will file LR12 Renewal Application as a proprietor on or about April 9, 2010, after the mandatory waiting period has run.

LITTLE REST TWELVE ACTION

8. On or about March 30, 2010, I participated in a telephonic meeting of all shareholders of LR12. I participated in a telephonic meeting of all of the shareholders of LR12 (Andrew Baker, participated on behalf of GTHL). During the telephonic meeting, we unanimously adopted a resolution removing all of the Directors of LR12 and appointing me, Heinrich von Hanau, Yves Baumann and Gary Snider as the new Board of Directors. A copy of the Shareholder Resolution is attached hereto as Exhibit M.

9. On or about March 30, 2010, the Board of Directors of LR12 participated

³ This certificate is voided because these shares were later sold by Sakia to GTHL as set forth herein.

in a telephonic meeting and resolved to terminate the employment of all current Officers of LR12. It also appointed me as COO of LR12 with full authority to run the operations of LR12. That same day, I participated in a telephonic meeting of all of the shareholders of LR12 (Andrew Baker, participated on behalf of GTHL) and we unanimously agreed to take the same action as the Board. Copies of the Resolution of the Board of Directors and the Shareholder Resolution are attached hereto as Exhibit N.

10. On or about March 30, 2010, the Board of Directors of LR12 participated in a telephonic meeting and resolved to terminate the authority of all signatories on the bank accounts of LR12, and to terminate the authority of all persons other than me to transfer or otherwise move funds belonging to LR12. That same day, I participated in a telephonic meeting of all of the shareholders of LR12 (Andrew Baker, participated on behalf of GTHL) and we unanimously agreed to take the same action as the Board. Copies of the Resolution of the Board of Directors and the Shareholder Resolution are attached hereto as Exhibit O.

11. On or about March 30, 2010, the Board of Directors of LR12 participated in a telephonic meeting and resolved to grant me the authority to retain Gusrae Kaplan Bruno & Nusbaum, PLLC to file a lawsuit on behalf of LR12 against Nina Zajic, David Kay, Joseph Kay and any other individual that might be considered a proper defendant. That same day, I participated in a telephonic meeting of all of the shareholders of LR12 (Andrew Baker, participated on behalf of GTHL) and we unanimously agreed to take the same action as the Board. Copies of the Resolution of the Board of Directors and the Shareholder Resolution are attached hereto as Exhibit P.

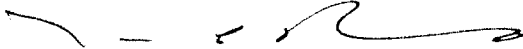
12. On March 31, 2010, I authorized the attorneys for LR12 to file a Summons and Complaint against Nina Zajic, Joseph Kay, David Kay, Joseph Gil and Thomas Giglio seeking more than \$10 million in damages. See, Index No. 650209/2010, Document No. 1. A copy of the Summons and Complaint is attached hereto as Exhibit Q.

13. WHEREFORE, I respectfully request that the Court grant the application for injunctive relief.



JEAN-YVES HAOUZI

Sworn to before me this
31st day of March, 2010



Notary Public

MARTIN P. RUSSO
Notary Public, State of New York
No. 5026177
Qualified in Westchester Co.
Commission Expires April 11, 2014

Haouzi Affidavit

Exhibit A

State of New York }
Department of State } ss:

I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on **March 23, 2004**



A handwritten signature in black ink, appearing to read "R. A. S.", is written over the seal.

Secretary of State

CT-07

F

040323000

553

CERTIFICATE OF INCORPORATION

OF

LITTLE REST TWELVE, INC.

Under Section 402 of the Business Corporation Law

The undersigned, being a natural person of at least 18 years of age and acting as the incorporator of the corporation hereby being formed under the Business Corporation Law, certifies that:

FIRST: The name of the corporation is "Little Rest Twelve, Inc."

SECOND: The corporation is formed for the following purpose or purposes:

To engage in any lawful act or activity for which corporations may be organized under the Business Corporation Law, provided that the corporation is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The office of the corporation is to be located in the County of New York, State of New York.

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 2,000,000, all of which are of a par value of \$0.001 dollars each, and all of which are of the same class.

FIFTH: The Secretary of State is designated as the agent of the corporation upon whom process against the corporation may be served. The post office address within the State of New York to which the Secretary of State shall mail a copy of any process against the corporation served upon him is: c/o CT Corporation, 111 Eighth Avenue, New York, New York 10011.

The name and the address within the State of New York of the registered agent of the corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
CT Corporation	111 Eighth Avenue New York, New York 10011

Said registered agent is to be the agent of the corporation upon whom or upon which process against the corporation may be served.

/

SIXTH: The duration of the corporation shall be perpetual.

SEVENTH: The corporation shall, to the fullest extent permitted by Article 7 of the Business Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said Article from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said Article, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any person may be entitled under any By-Law, resolution of shareholders, resolution of directors, agreement, or otherwise, as permitted by said Article, as to action in any capacity in which he served at the request of the corporation.

EIGHTH: The personal liability of the directors of the corporation is eliminated to the fullest extent permitted by the provisions of paragraph (b) of Section 402 of the Business Corporation Law, as the same may be amended and supplemented.

NINTH: Whenever under the provisions of the Business Corporation Law shareholders are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, in accordance with the provisions of Section 615 of the Business Corporation Law.

TENTH: The corporate existence of the corporation shall begin March 23, 2004.

Signed on March 23, 2004



Jean-Yves Abuzi, Incorporator

2550 M. STREET, N.W.
WASHINGTON, DC 20037

f

040323000

583

CT-07

CT-07

CERTIFICATE OF INCORPORATION

OF

LITTLE REST TWELVE, INC.

UNDER SECTION 402 OF THE BUSINESS CORPORATION LAW

2004 MAR 23 PM 12:06
2004 MAR 23 AM 11:09

FILED
RECEIVED

14c

STATE OF NEW YORK
DEPARTMENT OF STATE

MAR 23 2004

FILED
TAXS
BY: *[Signature]*

[Signature] 10

214

PATTON BOGGS LLP
2550 M STREET, N.W.
WASHINGTON, DC 20037

3

576

FILING RECEIPT

=====

ENTITY NAME: LITTLE REST TWELVE, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: NEWY

SERVICE COMPANY: CT CORPORATION SYSTEM

SERVICE CODE: 07 *

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FILED:03/23/2004 DURATION:PERPETUAL CASH#:040323000576 FILM #:040323000553

ADDRESS FOR PROCESS

EXIST DATE

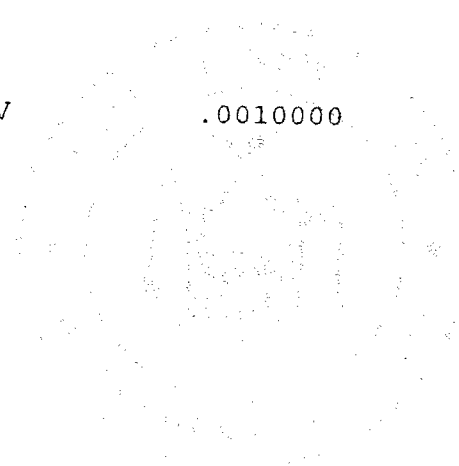
C/O C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NY 10011

03/23/2004

REGISTERED AGENT

C T CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NY 10011

STOCK: 2000000 PV .0010000



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FILER	FEES		PAYMENTS	
-----	-----	295.00	-----	295.00
PATTON BOGGS LLP	FILING	125.00	CASH	0.00
2550 M STREET, N.W.	TAX	10.00	CHECK	295.00
WASHINGTON, DC 20037	CERT	0.00	CHARGE	0.00
	COPIES	10.00	DRAWDOWN	0.00
	HANDLING	150.00	BILLED	0.00
			REFUND	0.00

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Haouzi Affidavit

Exhibit B

Written Action of the Directors

of Little Rest Twelve, Inc.

The undersigned, being the directors of Little Rest Twelve, Inc. (the "Company"), do hereby adopt by written consent the following resolutions:

RESOLVED, that the Company shall sell the number of shares of the Company's common stock to the entity and persons and in the amounts set forth below, for a price per share in cash equal to \$1.00 as follows:

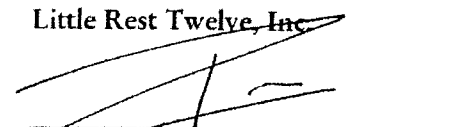
<u>Name</u>	<u>Number of Shares</u>
Sakia Limited Incorporated	850,000
Jean-Yves Haouzi	75,000
Laurent Ben-Attar	75,000

and that upon payment for the shares in cash, the officers are hereby authorized and directed to issue a stock certificate to the entity and each person named above and the shares shall be validly issued and fully paid and non-assessable.

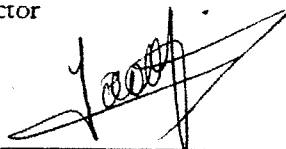
RESOLVED, that any officer of the Company is hereby authorized to take such actions, make such payments and execute such documents as may be necessary, appropriate or convenient to carry out the foregoing resolution.

IN WITNESS WHEREOF, the undersigned have caused this Written Action of the Directors to be duly executed on _____, 2004.

~~Little Rest Twelve, Inc~~



David Aum
Director



Jean-Yves Haouzi
Director

Haouzi Affidavit

Exhibit C

Certificate No. 2 For 75,000 Shares Issued to Jean-Yves Haouzi

Dated July 12, 2004 Receipt acknowledged

Transferred from
No. Original Certificate

No. Of Shares Transferred

NUMBER

2

INCORPORATED UNDER THE LAWS OF

NEW YORK

LITTLE REST TWELVE, INC.

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT
JEAN-YVES HAOUZI

is the owner of:

75,000
FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK \$0.001 PAR VALUE PER SHARE OF
LITTLE REST TWELVE, INC.

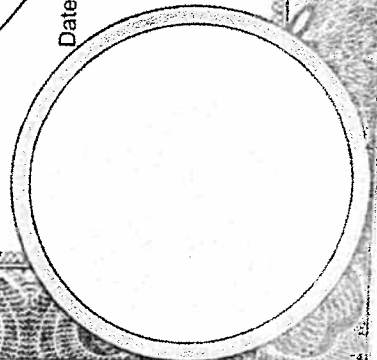
COMMON STOCK
\$0.001 PAR VALUE



The shares represented by this certificate are transferable only on the stock transfer books of Little Rest Twelve, Inc. (the "Company") by the holder of record hereof, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation of the Company and any amendments thereto (copies of which are on file with the Secretary of the Company), to all of which provisions the holder by acceptance hereof, assents. The shares evidenced by this certificate are not of an insurable type and are not insured by the Federal Deposit Insurance Corporation.

The sale, transfer or assignment of the shares represented by this certificate are subject to the restrictive legends listed on the back of this certificate.

Dated: **July 12, 2004**



Jean-Yves Haouzi, Secretary

David Aim, President

COMMON STOCK
CERTIFICATE NO. 2

COMMON STOCK
75,000 SHARES

**LITTLE REST TWELVE, INC.
ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK**

THIS CERTIFIES THAT

JEAN-YVES HAOUZI

is the owner of:

75,000

**FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK \$0.001 PAR VALUE
PER SHARE OF LITTLE REST TWELVE, INC.**
a stock company organized under the laws of the State of New York.

The shares represented by this certificate are transferable only on the stock transfer books of **Little Rest Twelve, Inc.** (the "Company") by the holder of record hereof, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation of the Company and any amendments thereto (copies of which are on file with the Secretary of the Company), to all of which provisions the holder by acceptance hereof, assents. The shares evidenced by this certificate are not of an insurable type and are not insured by the Federal Deposit Insurance Corporation.

The sale, transfer or assignment of the shares represented by this certificate are subject to the restrictive legends listed on the back of this certificate.

Dated:

President

[SEAL]

Secretary

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED AND QUALIFIED PURSUANT TO FEDERAL AND STATE SECURITIES LAWS OR IF THE COMPANY IS PROVIDED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION AND QUALIFICATION UNDER FEDERAL AND STATE SECURITIES LAWS IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO LIMITATION PURSUANT TO A PLEDGE AGREEMENT DATED _____, 2004 ("PLEDGE AGREEMENT") TO THE EFFECT THAT IN NO EVENT SHALL THE SHARES REPRESENTED BY THIS CERTIFICATE BE SOLD, TRANSFERRED OR ASSIGNED EXCEPT AS OTHERWISE PROVIDED IN THE PLEDGE AGREEMENT.

TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS PROHIBITED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S (§§230.901 THROUGH 230.905, AND PRELIMINARY NOTES), PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT OF 1933, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION.

HEDGING TRANSACTIONS INVOLVING THE SHARE REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS SUCH TRANSACTIONS ARE CONDUCTED IN COMPLIANCE WITH THE SECURITIES ACT OF 1933.

THE FOLLOWING ABBREVIATIONS, WHEN USED IN THE INSCRIPTION ON THE FACE OF THIS CERTIFICATE, SHALL BE CONSTRUED AS THOUGH THEY WERE WRITTEN OUT IN FULL ACCORDING TO APPLICABLE LAWS OR REGULATIONS:

TEN COM - as tenants in common

UNIF GIFTS MIN ACT - _____ custodian _____
(Cust) (Minor)

TEN ENT - as tenants by the entireties

under Uniform Gifts to Minors Act

JT TEN - as joint tenants with right of survivorship and not as tenants in common

(State)

Additional abbreviations may also be used though not in the above list.

For value received _____ hereby sell, assign and transfer unto

PLEASE INSERT IDENTIFICATION NUMBER OF ASSIGNEE

Please print or typewrite name and address including postal zip code of assignee.

_____ shares of the common stock represented by this certificate and do hereby irrevocably constitute and appoint _____, attorney, to transfer the said stock on the books of the within-named bank with full power of substitution in the premises.

DATED _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

Haouzi Affidavit

Exhibit D


Certificate No. 3 For 75,000 Shares issued to Laurent Ben-Attar

Transferred from
No. Original Certificate 1 No. Of Shares Transferred 1

Dated July 12, 2004 Receipt acknowledged

NUMBER	3	SHARES	75,000
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INCORPORATED UNDER THE LAWS OF
NEW YORK
LITTLE REST TWELVE, INC.



SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT
LAURENT BEN-ATTAR
Is the owner of:

75,000
FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK \$0.001 PAR VALUE PER SHARE OF
LITTLE REST TWELVE, INC.

COMMON STOCK
\$0.001 PAR VALUE

The shares represented by this certificate are transferable only on the stock transfer books of **Little Rest Twelve, Inc.** (the "Company") by the holder of record hereof, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation of the Company and any amendments thereto (copies of which are on file with the Secretary of the Company), to all of which provisions the holder by acceptance hereof, assents. The shares evidenced by this certificate are not of an insurable type and are not insured by the Federal Deposit Insurance Corporation.

The sale, transfer or assignment of the shares represented by this certificate are subject to the restrictive legends listed on the back of this certificate.

Dated: **July 12, 2004**

Laurent Ben-Attar
Jean-Yves Naouzi, Secretary

David Aim
David Aim, President

COMMON STOCK
CERTIFICATE NO. 3

COMMON STOCK
75,000 SHARES

**LITTLE REST TWELVE, INC.
ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK**

THIS CERTIFIES THAT

LAURENT BEN-ATTAR

is the owner of:

75,000

**FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK \$0.001 PAR VALUE
PER SHARE OF LITTLE REST TWELVE, INC.
a stock company organized under the laws of the State of New York.**

The shares represented by this certificate are transferable only on the stock transfer books of **Little Rest Twelve, Inc.** (the "Company") by the holder of record hereof, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation of the Company and any amendments thereto (copies of which are on file with the Secretary of the Company), to all of which provisions the holder by acceptance hereof, assents. The shares evidenced by this certificate are not of an insurable type and are not insured by the Federal Deposit Insurance Corporation.

The sale, transfer or assignment of the shares represented by this certificate are subject to the restrictive legends listed on the back of this certificate.

Dated:

President

[SEAL]

Secretary

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED AND QUALIFIED PURSUANT TO FEDERAL AND STATE SECURITIES LAWS OR IF THE COMPANY IS PROVIDED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION AND QUALIFICATION UNDER FEDERAL AND STATE SECURITIES LAWS IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO LIMITATION PURSUANT TO A PLEDGE AGREEMENT DATED _____, 2004 ("PLEDGE AGREEMENT") TO THE EFFECT THAT IN NO EVENT SHALL THE SHARES REPRESENTED BY THIS CERTIFICATE BE SOLD, TRANSFERRED OR ASSIGNED EXCEPT AS OTHERWISE PROVIDED IN THE PLEDGE AGREEMENT.

TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS PROHIBITED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S (§§230.901 THROUGH 230.905, AND PRELIMINARY NOTES), PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT OF 1933, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION.

HEDGING TRANSACTIONS INVOLVING THE SHARE REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS SUCH TRANSACTIONS ARE CONDUCTED IN COMPLIANCE WITH THE SECURITIES ACT OF 1933.

THE FOLLOWING ABBREVIATIONS, WHEN USED IN THE INSCRIPTION ON THE FACE OF THIS CERTIFICATE, SHALL BE CONSTRUED AS THOUGH THEY WERE WRITTEN OUT IN FULL ACCORDING TO APPLICABLE LAWS OR REGULATIONS:

TEN COM - as tenants in common
UNIF GIFTS MIN ACT - _____ custodian _____
(Cust) (Minor)
TEN ENT - as tenants by the entireties
under Uniform Gifts to Minors Act

(State)
JT TEN - as joint tenants with right of
survivorship and not as tenants
in common

Additional abbreviations may also be used though not in the above list

For value received _____ hereby sell, assign and transfer unto

PLEASE INSERT IDENTIFICATION NUMBER OF ASSIGNEE

Please print or typewrite name and address including postal zip code of assignee.

_____ shares of the common stock represented by this certificate and do hereby irrevocably constitute and appoint _____, attorney, to transfer the said stock on the books of the within-named bank with full power of substitution in the premises.

DATED _____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular without alteration or enlargement or any change whatever.


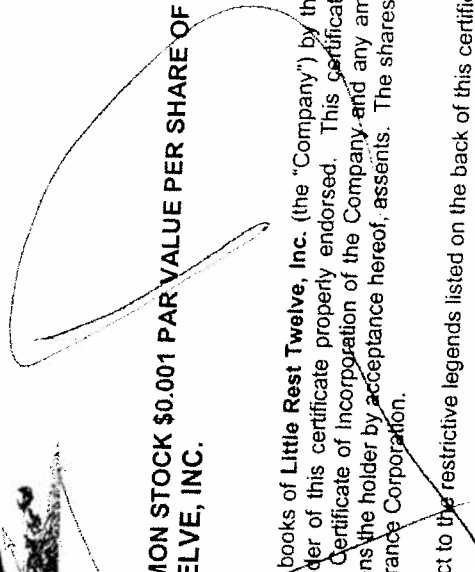
SIGNATURE GUARANTEED:

THE SIGNATURE(S) SHOULD BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION, (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO S.E.C. RULE 17Ad-15

Haouzi Affidavit

Exhibit E

Certificate No. 1 For 850,000 Shares issued to Sakia Limited Incorporated
 Dated July 12, 2004. Receipt acknowledged. Transferred from
 No. Original Certificate 1 No. Of Shares Transferred 1

NUMBER <u>1</u>	SHARES <u>850,000</u>
INCORPORATED UNDER THE LAWS OF NEW YORK	
LITTLE REST TWELVE, INC.	
SEE REVERSE FOR CERTAIN DEFINITIONS	
THIS CERTIFIES THAT SAKIA LIMITED INCORPORATED Is the owner of:	
850,000 FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK \$0.001 PAR VALUE PER SHARE OF LITTLE REST TWELVE, INC.	
COMMON STOCK \$0.001 PAR VALUE	
<p>The shares represented by this certificate are transferable only on the stock transfer books of Little Rest Twelve, Inc. (the "Company") by the holder of record hereof, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation of the Company and any amendments thereto (copies of which are on file with the Secretary of the Company), to all of which provisions the holder by acceptance hereof, assents. The shares evidenced by this certificate are not of an insurable type and are not insured by the Federal Deposit Insurance Corporation.</p> <p>The sale, transfer or assignment of the shares represented by this certificate are subject to the restrictive legends listed on the back of this certificate.</p>	
Dated: July 12, 2004	 Jean-Yves Haouzi, Secretary
 David Alm, President	

Haouzi Affidavit

Exhibit F

Certificate No. 4 For 150,000 Shares Issued to Jean-Yves Haouzi

Dated October 14, 2004

Transferred from
No. Original Certificate


Receipt acknowledged

No. Original Shares

No. Of Shares Transferred

NUMBER	4	SHARES	150,000
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INCORPORATED UNDER THE LAWS OF
NEW YORK
LITTLE REST TWELVE, INC.



SEE REVERSE FOR CERTAIN DEFINITIONS


THIS CERTIFIES THAT
JEAN-YVES HAOUZI
Is the owner of:


150,000
FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK \$0.001 PAR VALUE PER SHARE OF
LITTLE REST TWELVE, INC.

COMMON STOCK
\$0.001 PAR VALUE

The shares represented by this certificate are transferable only on the stock transfer books of Little Rest Twelve, Inc. (the "Company") by the holder of record hereof, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation of the Company and any amendments thereto (copies of which are on file with the Secretary of the Company), to all of which provisions the holder by acceptance hereof, assents. The shares evidenced by this certificate are not of an insurable type and are not insured by the Federal Deposit Insurance Corporation.

The sale, transfer or assignment of the shares represented by this certificate are subject to the restrictive legends listed on the back of this certificate.


 David Aim, Secretary


 Jean-Yves Haouzi, President

Dated: **October 14, 2004**

EXPLANATION OF ABBREVIATIONS

The following abbreviations, when used in the inscription of ownership on the face of this certificate, shall be construed as if they were written out in full according to applicable laws or regulations. Abbreviations, in addition to those appearing below, may be used

- | | | | |
|---------|--|-------------------|------------------------------|
| JT TEN | As joint tenants with right of survivorship and not as tenants in common | TEN ENT | As tenants by the entireties |
| TEN COM | As tenants in common | UNIF GIFT MIN ACT | Uniform Gifts to Minors Act |
| | | CUST | Custodian for |

For Value Received, _____ hereby sell, assign and transfer unto

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____ Shares represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said Shares on the books of the within named Corporation with full power of substitution in the premises.

Dated _____
In presence of _____

NOTICE: THE SIGNATURE OF THE ASSIGNEE MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THE CERTIFICATE. IN CERTAIN STATES (AS NOTED) ASSIGNMENT OR ASSIGNMENT OF ANY OTHER SHARES IS



THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE, AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED AND QUALIFIED PURSUANT TO FEDERAL AND STATE SECURITIES LAWS OR IF THE COMPANY IS PROVIDED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION AND QUALIFICATION UNDER FEDERAL AND STATE SECURITIES LAWS IS NOT REQUIRED.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO LIMITATION PURSUANT TO A PLEDGE AGREEMENT DATED OCTOBER 14, 2004 ("PLEDGE AGREEMENT") TO THE EFFECT THAT IN NO EVENT SHALL THE SHARES REPRESENTED BY THIS CERTIFICATE BE SOLD, TRANSFERRED OR ASSIGNED EXCEPT AS OTHERWISE PROVIDED IN THE PLEDGE AGREEMENT.

TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS PROHIBITED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF REGULATION S (§§230.901 THROUGH 230.905, AND PRELIMINARY NOTES), PURSUANT TO REGISTRATION UNDER THE SECURITIES ACT OF 1933, OR PURSUANT TO AN AVAILABLE EXEMPTION FROM REGISTRATION.

HEDGING TRANSACTIONS INVOLVING THE SHARE REPRESENTED BY THIS CERTIFICATE MAY NOT BE CONDUCTED UNLESS SUCH TRANSACTIONS ARE CONDUCTED IN COMPLIANCE WITH THE SECURITIES ACT OF 1933.

Haouzi Affidavit

Exhibit G

Certificate No. 5 For 850,000 Shares Issued to Grosvenor Trading House Limited

Dated July 26, 2006

Receipt acknowledged

Transferred from
No. Original Certificate

No. Original Shares

No. Of Shares Transferred

NUMBER

5

INCORPORATED UNDER THE LAWS OF

NEW YORK

LITTLE REST TWELVE, INC.

SEE REVERSE FOR CERTAIN DEFINITIONS

THIS CERTIFIES THAT

GROSVENOR TRADING HOUSE LIMITED

is the owner of:

850,000
FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK \$0.001 PAR VALUE PER SHARE OF
LITTLE REST TWELVE, INC.

COMMON STOCK
\$0.001 PAR VALUE

SHARES

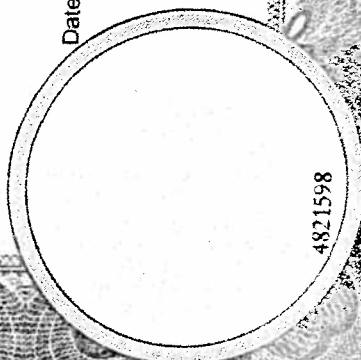
850,000



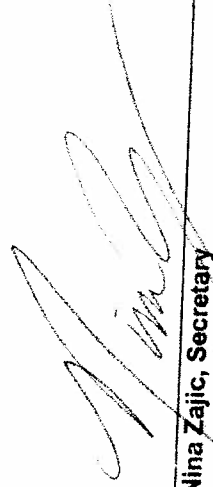
The shares represented by this certificate are transferable only on the stock transfer books of Little Rest Twelve, Inc. (the "Company") by the holder of record hereof, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares (copies of which are on file with the Secretary of the Company), to all of which provisions of the Certificate of Incorporation of the Company and any amendments thereto certificate are not of an insurable type and are not insured by the Federal Deposit Insurance Corporation.

The sale, transfer or assignment of the shares represented by this certificate are subject to the restrictive legends listed on the back of this certificate.

Dated: July 26, 2006



4821598


Nina Zajic, Secretary


Jean-Yves Hauzi, President

Haouzi Affidavit

Exhibit H

STOCK PURCHASE AGREEMENT

between

SAKIA LIMITED INCORPORATED

and

GROSVENOR TRADING HOUSE LIMITED

re the common stock of Little Rest Twelve, Inc.

Dated as of July 26, 2006

STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT, dated as of July 26, 2006, by and between GROSVENOR TRADING HOUSE LIMITED, a corporation organized and existing under the laws of England and Wales ("Purchaser") and SAKLA LIMITED (Company No. 147304), a corporation organized and existing under the laws of Cyprus ("Seller").

RECITALS

A. The Seller is the majority shareholder of Little Rest Twelve, Inc. (the Company"), a corporation organized and existing under the laws of New York in the United States. The Company does business as, owns and operates the "Buddha Bar", a restaurant and entertainment venue located in New York (the "Business"); and

B. The Seller owns 850,000 shares of common stock, \$.001 par value per share of the Company (the "Shares") which represents 85% of the issued and outstanding shares of common stock of the Company; and

C. Purchaser desires to purchase, and Seller desires to sell, all of the Shares for the consideration and on the terms and subject to the conditions hereinafter set forth:

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

PURCHASE AND SALE OF THE SHARES

1 Sale of Shares. Upon the terms and subject to the conditions of this Agreement, Seller shall sell, and Purchaser shall purchase, all of the Shares under the following conditions.

1.1 Purchase Price. Upon the terms and conditions of this Agreement, on July 26, 2006 (the "Closing Date"), Purchaser shall assume certain debt pursuant to an Assignment of Loan Contract dated as of July 26, 2006 (the "Loan Assignment") and attached hereto in substantial form as Exhibit A. Pursuant to the terms of the Loan Assignment, Seller will transfer and assign and Purchaser will assume a principal amount of debt of US \$865,000 (the "Purchase Price") which represents a per Share price of US \$1.02. Purchaser will not be liable for any interest accrued on such principal amount prior to the Closing Date, but unpaid, under the terms of the Loan Assignment.

1.2 Delivery of Certificates. The Shares are currently represented by Common Stock Certificate Number #1 (the "Stock Certificate"). Seller has executed all documents and delivered all notices necessary to the Company to ensure the prompt delivery of new stock certificates representing the Shares purchased by the Purchaser. The Stock Certificate and any instruction by the Seller to the Company's transfer agent directing the issuance of the new stock certificates to the Purchaser representing the Shares shall be submitted simultaneously with payment of the Purchase Price.

2. Securities Law Compliance.

2.1 Restricted Securities.

- (a) Purchaser hereby confirms that it has been informed that the Shares are not registered and are "restricted securities" under the Securities Act of 1933, as amended, (the "1933 Act"), and may not be resold or transferred unless the Shares are first registered under the federal securities laws or unless an exemption from such registration is available. Accordingly, Purchaser hereby acknowledges that Purchaser is prepared to hold the Shares for an indefinite period of time.
- (b) Purchaser and its officers and/ or its representatives represent that prior to acquisition of the Shares, Purchaser acquired sufficient information about the Company to reach an informed, knowledgeable decision with regard to acquisition of the Shares. Purchaser has such knowledge and experience in financial and business matters as to make him capable of evaluating the risks of the prospective investment and to make an informed investment decision. Purchaser is able to bear the economic risk of his investment in the Shares.
- (c) The Shares for which Purchaser is hereby purchasing are being acquired by Purchaser for investment only, for their own account, and not for the account of others, and not with a view to resale, distribution, or transfer of the same. The Shares are not being purchased for subdivision or fractionalization thereof; and the Purchaser has no present intention, and no contract, undertaking, agreement, or arrangement with any person or entity, to sell, pledge, hypothecate or otherwise transfer (with or without consideration) to any such person or entity any Shares for which the Purchaser is hereby acquiring, and Purchaser has no present plans or intention to enter into any such contract, undertaking, agreement, or arrangement.
- (d) The present financial condition of Purchaser is such that Purchaser is under no present or contemplated future need to dispose of any portion of the Shares for which the Purchaser is acquiring to satisfy any existing or contemplated undertaking, need or indebtedness. Purchaser's overall

commitment to investments that are not readily marketable is not disproportionate to his net worth and his purchase of the Shares will not cause such overall commitment to become excessive. The Purchaser's financial condition is such that Purchaser is able to bear the financial risk of losing his entire investment, and that after purchasing the Shares Purchaser will have adequate measures of providing for all current income needs and contingencies, without regard to earnings, income or distributions, if any, on the Shares, or proceeds from the sale of the Shares.

2.2 Regulation S Compliance.

In accordance with Regulation S (§§ 230.901 through 230.905, and Preliminary Notes thereto) ("Regulation S"), Seller and Purchaser represent, warrant and agree as follows (and as applicable):

- (a) Each of Purchaser and Seller, respectively, (i) is not a U.S. Person (as defined herein); (ii) Purchaser will not transfer or deliver the Shares it will receive pursuant to this Agreement; (iii) will notify the Company if it becomes a U.S. Person at any time during which it holds the Shares; and (iv) is not purchasing either the Shares with funds obtained from a U.S. Person; For the purposes of this agreement, "U.S. Person" and "United States" shall have the meanings set forth in Regulation S under the Securities Act of 1933, as amended (the "Act") and Section 7701(a)(3) of the Internal Revenue Code of the United States.
- (b) All offers to sell or purchase both the Shares were made to or by Purchaser and Seller while both parties were outside the United States. Purchaser is acquiring the Shares in an offshore transaction in reliance on Regulation S under the Act and Seller is selling the Shares in an offshore transaction in reliance on Regulation S under the Act.
- (c) Purchaser will not, at any time during the period of 40 days after the date of purchase by it, offer or sell either the Shares to or for the benefit or account of a U.S. Person (as defined in Rule 902 of Regulation S under the Securities Act);
- (d) Purchaser will not deposit either the Shares, or cause either the Shares to be deposited, into any unrestricted depositary receipt facility established or maintained by a depositary bank during the period of 40 days after the date of purchase by Purchaser.
- (e) In order to reflect the restrictions on the disposition of the Shares, the stock certificates for the Shares will be endorsed with restrictive legends, including the following legend:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE (THE "STATE ACTS"), AND MAY NOT BE SOLD OR OTHERWISE TRANSFERRED (WHETHER OR NOT FOR CONSIDERATION) BY THE REGISTERED HOLDER HEREOF EXCEPT UPON THE ISSUANCE TO THE COMPANY OF A FAVORABLE OPINION OF ITS COUNSEL AND/OR SUBMISSION TO THE COMPANY OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO COUNSEL TO THE COMPANY TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE ACT AND THE STATE ACTS."

3. Representations of Seller. Seller hereby represents and warrants to Purchaser as of the date hereof as follows:

- 4.2 3.1 Due Organization, Requisite Power and Authority. Seller has all necessary power and authority under all applicable provisions of law to execute and deliver this Agreement and the Loan Assignment and to carry out their respective provisions. All action on Seller's part required for the lawful execution and delivery of this Agreement has been taken as of the date hereof. Seller is and, on the Closing Date, Seller will be, a corporation duly organized, validly existing and in good standing, to the extent that the concept of good standing exists in the relevant jurisdiction, under the laws of the jurisdiction of its incorporation and has or on the Closing Date will have all requisite corporate power and authority to enter into this Agreement to which it is a party and perform its obligations thereunder.
- 4.3 Ownership of the Shares. Seller is the legal and beneficial owner of the Shares, free and clear of any lien or encumbrance. Seller originally purchased the Shares for investment purposes and not with a view toward distribution.
- 4.4 Execution and Enforceability. This Agreement has been duly and validly executed and delivered by Seller, and constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except, (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and/or (b) as limited by general principles of equity that restrict the availability of equitable remedies.
- 4.5 Legality. The execution, delivery and performance of this Agreement by Seller will not: (i) contravene any law, rule or regulation of any state or of the United States, or any order, writ, judgment, injunction, decree, determination or award, or cause the suspension or revocation of any authorization, consent, approval or license, presently in effect that affects or binds Seller; (ii) conflict with or result in a material breach of or default under any material indenture or loan or credit

agreement or any other material agreement or instrument to which Seller is a party or by which Seller or its properties may be affected or bound; or (iii) require the authorization, consent, approval or license of any third party or governmental entity that has not been obtained.

- 4.6 Brokerage. No broker, finder or similar agent has been employed by or on behalf of Seller and no person with which Seller has had dealings or communications of any kind is entitled to a commission or other similar compensation in connection with the transactions contemplated by this Agreement.
4. Representations of Purchaser. Purchaser hereby represents and warrants to Seller as of the date hereof as follows:
- 4.7 Due Organization, Requisite Power and Authority. Purchaser has all necessary power and authority under all applicable provisions of law to execute and deliver this Agreement and the Loan Assignment and to carry out their respective provisions. All action on Purchaser's part required for the lawful execution and delivery of this Agreement has been taken as of the date hereof. Purchaser is and, on the Closing Date, Purchaser will be, a corporation duly organized, validly existing and in good standing, to the extent that the concept of good standing exists in the relevant jurisdiction, under the laws of the jurisdiction of its incorporation and has or on the Closing Date will have all requisite corporate power and authority to enter into this Agreement to which it is a party and perform its obligations thereunder.
- 4.8 Execution and Enforceability. This Agreement has been duly and validly executed and delivered by Purchaser, and constitutes the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except, (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, and (b) as limited by general principles of equity that restrict the availability of equitable remedies.
- 4.9 Legality. The execution, delivery and performance of this Agreement by Purchaser will not: (i) contravene any law, rule or regulation of the country or state the Purchaser is organized, or any order, writ, judgment, injunction, decree, determination or award, or cause the suspension or revocation of any authorization, consent, approval or license, presently in effect that affects or binds Purchaser; (ii) conflict with or result in a material breach of or default under any material indenture or loan or credit agreement or any other material agreement or instrument to which Purchaser is a party or by which Purchaser or its properties may be affected or bound; or (iii) require the authorization, consent, approval or license of any third party or governmental entity that has not been obtained.
- 4.10 Brokerage. No broker, finder or similar agent has been employed by or on behalf of Purchaser and no person with which Purchaser has had dealings or communications

of any kind is entitled to a commission or other similar compensation in connection with the transactions contemplated by this Agreement.

- 4.11 Financial Resources. Purchaser has either the financial capacity to or has arranged for sufficient financing to fully pay the Purchase Price Investment Intent. Purchaser is acquiring the Shares for its own account for investment purposes and not with a view to, or in connection with, any distribution thereof.
- 4.13 Accredited Investor Status. Purchaser and each of its members are "accredited investors" as that term is defined in Rule 501 of Regulation D promulgated under the 1933 Act.
- 4.14 No Conflict. The execution, delivery and performance by Purchaser of this Agreement and the consummation by it of the transactions contemplated hereby does not and, on the Closing Date, the execution, delivery and performance by Purchaser of the Transaction Agreements to which it is a party and the consummation by it of the order, injunction, judgment or decree applicable to Purchaser or to which its properties are subject; (i) require any consent or approval of, or filing or notice to, any governmental or regulatory authority under any provision of any law applicable to Purchaser; (ii) violate any provision of the Certificate of Incorporation or the Memorandum and Articles of Association or other constituent documents of Purchaser; and (iii) require any consent, approval or notice under, and will not conflict with, or result in the breach, lapse, cancellation or termination of, or constitute a default under, or result in the acceleration (whether after the filing of notice or the lapse of time or both) of any right or obligation of or the performance by Purchaser under, any indenture, mortgage, deed of trust, lease, license, franchise, contract, agreement, concession or other instrument to which Purchaser is a party or by which Purchaser or its assets are bound or encumbered.
- 4.15 Legal Proceedings. There is no civil, criminal or administrative action, proceeding or governmental investigation commenced or threatened, in each case, which seeks to restrain or enjoin the consummation of the transactions contemplated by this Agreement. To the knowledge of Purchaser, there is no basis for any such action, proceeding or investigation.
- 4.16 Accuracy of Information. The representations and warranties of Purchaser contained herein are true and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary to make any statement made herein not misleading. If any of such information at any time subsequent to its delivery and at or prior to the Closing Date becomes untrue or misleading in any material respect, Purchaser will promptly notify Seller in writing of such fact and of the reasons for such change.

f

5. General Provisions.

- 5.1 Assignment. Neither Purchaser's nor Seller's rights or obligations under this Agreement may be assigned, without the prior written consent of the non assigning party.
- 5.2 Survival of Representations and Warranties. All representations and warranties contained herein will survive the execution and delivery of this Agreement and the closing of the transactions contemplated hereby. In the event a legal opinion is issued in connection with the transactions contemplated by this Agreement, any such legal counsel may rely upon the representations and warranties of the Purchaser and Seller and the other provisions set forth in this Agreement.
- 5.3 Expenses. Purchaser shall pay all of their own expenses in connection with the transactions contemplated by this Agreement, including, without limitation, attorneys', accountants', and other professionals' fees and expenses charged in connection with, relating to or arising out of the execution, delivery and performance of this Agreement and stamp and other taxes which may be payable in respect of the execution and delivery of this Agreement or the issuance, delivery or acquisition of the Shares.
- 5.4 Individual Obligations. All sales completed under this Agreement shall be between Seller and Purchaser in their individual capacities. Nothing in this Agreement shall be construed to make any Purchaser responsible for discharging any obligation of another Purchaser or to make the performance of any Purchaser a condition precedent to Seller's performance with respect to any other Purchaser.
- 5.5 Purchaser Undertaking. Purchaser hereby agrees to take whatever additional action and execute whatever additional documents Seller or the Company may in their judgment deem necessary or advisable in order to carry out the obligations or restrictions imposed on Purchaser under this Agreement.
- 5.6 Entire Agreement. This Agreement contains the entire Agreement and understanding among the parties hereto with regard to the subject matter covered herein. There are no conditions precedent or subsequent to the effectiveness hereof, except as stated herein or incorporated herein by reference. All prior negotiations, understandings, terms, and conditions are merged in this Agreement. All Exhibits attached hereto are hereby incorporated in this Agreement by reference.
- 5.7 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, as such laws are applied to contracts entered into and performed in such State, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

- 5.8 Amendments. Except as otherwise provided herein, this Agreement may not be amended, modified or revised, in whole or in part, except by written instrument signed by all parties hereto.
- 5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**PURCHASER
GROSVENOR TRADING HOUSE LIMITED:**

By: David Ashfield
Director

**SELLER
SAKIA LIMITED (COMPANY NO. 147394):**

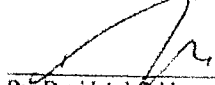
By: Kurt Spoerry
As: Director



5.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

**PURCHASER
GROSVENOR TRADING HOUSE LIMITED:**


By: David Ashfield
Director

**SELLER
SAKIA LIMITED (COMPANY NO. 147304):**

By: Kurt Spoerry
Its: Director

27-JUL-06 13:17 FROM-

+357-25818672

T-578 P 11/14 F-530

EXHIBIT A

LOAN ASSIGNMENT

4810395+2

Assignment of Loan Contract

BETWEEN:

Sakia Limited, with a registered office of; Theklas Lyssloti 29, Cassandra Centre, 2nd Floor, Office 201/202 PC 3030 Limassol, Cyprus.

Represented by Mr. Kurt Sperry,

Hereafter referred to as « the Initial Borrower »,

AND:

Westbrae Limited, with a registered office of; Akara Building, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.

Represented by Mr. Frank Stuart Gee,

Hereafter referred to as « the Lender »

AND:

Grosvenor Trading House Limited, with a registered office of; 11 Grosvenor Place, London, SW1X 7HH, U.K.

Represented by Mr. David Ashfield,

Hereafter referred to as « the New Borrower »

Loan value: USD \$865,000 (Eight Hundred and Sixty Five Thousand US Dollars)

Hereafter referred to as « the Loan »



In accordance with section 3.5 of the above-mentioned contract between the Lender and Initial Borrower, the Initial Borrower is hereby notifying its desire to assign its obligations under the contract to the New Borrower.

The interest accumulated to date on the Loan is USD \$61,953 and it is hereby agreed that the Initial Borrower will settle this loan interest.

This assignment will not affect the terms, rights or obligations of either the Lender or the New Borrower within the terms of the original contract.

Accordingly, the Initial Borrower, the New Borrower and the Lender have signed this assignment, in acknowledgement of acceptance and agreement, on the date mentioned below:

Date: July 26, 2006

The Lender

The New Borrower



Grosvenor Trading House Limited

July 25, 2006

Patton Boggs LLP
2550 M St., N.W.
Washington, DC 20037

To Whom It May Concern:

In connection with the transfer of 850,000 shares of Little Rest Twelve, Inc. (the "Company") common stock, par value \$.001 per share (the "Shares"), currently beneficially owned and directly held in certificated form (No. 1) by Sakia Limited, to be sold and transferred to Grosvenor Trading House Limited (the "Purchaser")(the "Transfer"), I, as an authorized officer or director of Purchaser, hereby represent and warrant to Patton Boggs LLP ("PB") and covenant with PB as follows:

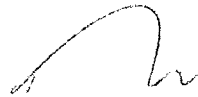
1. The Shares being acquired by the Purchaser from the Seller and will be held by Purchaser as the sole beneficial owner.
2. Purchaser is an "affiliate" of the Company.
3. Purchaser is buying the Shares from the Seller as an investment and not with a view toward distribution.
4. I am not aware of any facts or circumstances indicating that Purchaser intends on becoming an underwriter within the meaning of Section 2(11) of the Securities Act of 1933, as amended, with respect to the Shares, or that the Transfer is part of a distribution of any Company securities.
5. To the extent of my knowledge, all action on Purchaser's part required for the lawful execution and delivery of this Agreement has been taken as of the date hereof.
6. Purchaser will notify PB immediately of any occurrence that would render any of the foregoing inaccurate.

11 Grosvenor Place, London SW1X 7HH
Tel: +44 20 7170 5500 Fax: +44 20 7170 5510
Email: contact@londoninbank.com
www.londoninbank.com
Registered in England and Wales No. 5724470

PB and the Company, its transfer agent (if any), and their agents and representatives may rely on this representation letter. Purchaser will indemnify PB and hold PB harmless from and against any and all loss, damage, claim, liability and expense arising out of or resulting from the breach of any warranty, representation or covenant contained herein or otherwise in connection with PB directing the Company to record the transfer of the Shares.

Very truly yours,

GROSVENOR TRADING HOUSE LIMITED:



By: David Ashfield
Director

11 Grosvenor Place, London SW1X 7HH
Tel: +44 20 7170 5500 Fax: +44 20 7170 5510
Email: contacts@londoninbank.com
www.londoninbank.com
Registered in England and Wales No. 5724470

SELLER REPRESENTATION LETTER

July 26, 2006

Patton Boggs LLP
2550 M St., N.W.
Washington, DC 20037

To Whom It May Concern:

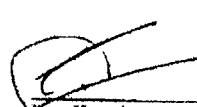
In connection with the transfer of 850,000 shares of Little Rest Twelve, Inc. (the "Company") common stock, par value \$.001 per share (the "Shares"), currently beneficially owned and directly held in certificated form (No. 1) by Sakia Limited (the "Seller"), to be sold and transferred to Grosvenor Trading House Limited (the "Transfer"), I, as an authorized officer or director of Seller, hereby represent and warrant to Patton Boggs LLP ("PB") and covenant with PB as follows:

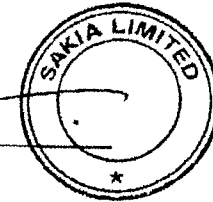
1. Seller acquired and fully-paid for the Shares on July 6, 2004 (the "Acquisition Date"). The Shares were acquired by the Seller from the Company and have been held by Seller as the sole beneficial owner since the Acquisition Date.
2. Company is an "affiliate" of Seller.
3. Seller purchased the Shares from the Company as an investment and not with a view toward distribution.
4. I am not aware of any facts or circumstances indicating that Seller may be deemed an underwriter within the meaning of Section 2(11) of the Securities Act of 1933, as amended, with respect to the Shares, or that the Transfer is part of a distribution of any Company securities.
5. To the extent of my knowledge, all action on Seller's part required for the lawful execution and delivery of this Agreement has been taken as of the date hereof.
6. Seller will notify PB immediately of any occurrence that would render any of the foregoing inaccurate.
7. The Shares are represented by Common Stock Certificate # 1 (Number One).

PB and the Company, its transfer agent (if any), and their agents and representatives may rely on this representation letter. Seller will indemnify PB and hold PB harmless from and against any and all loss, damage, claim, liability and expense arising out of or resulting from the breach of any warranty, representation or covenant contained herein or otherwise in connection with PB directing the Company to record the transfer of the Shares.

Very truly yours,

SAKIA LIMITED


By: Kurt Sperry
Its: Director



Certificate No. 1 For 850,000 Shares Issued to Sakia Limited Incorporated
Dated July 12 2004 Receipt acknowledged

Transferred from
No Original Certificate No Original Shares No Old Shares Transferred

NUMBER
1

INCORPORATED UNDER THE LAWS OF

NEW YORK

SHARES
850,000

SEE REVERSE FOR CERTAIN DEFINITIONS

LITTLE REST TWELVE, INC.

COMMON STOCK
\$0.001 PAR VALUE


THIS CERTIFIES THAT
SAKIA LIMITED INCORPORATED
Is the owner of:

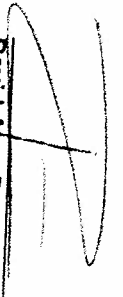
**FULLY PAID AND NONASSESSABLE SHARES OF COMMON STOCK \$0.001 PAR VALUE PER SHARE OF
LITTLE REST TWELVE, INC.**

The shares represented by this certificate are transferable only on the stock transfer books of Little Rest Twelve, Inc. (the "Company") by the holder of record hereof, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions of the Certificate of Incorporation of the Company and any amendments thereto (copies of which are on file with the Secretary of the Company), to all of which provisions the holder by acceptance hereof, assents. The shares evidenced by this certificate are not of an insurable type and are not insured by the Federal Deposit Insurance Corporation.

The sale, transfer or assignment of the shares represented by this certificate are subject to the restrictive legends listed on the back of this certificate.

Dated: July 12, 2004


Jean-Yves Haouzi, Secretary


David Alm, President

Haouzi Affidavit

Exhibit I



STATE OF NEW YORK
EXECUTIVE DEPARTMENT
DIVISION OF ALCOHOLIC BEVERAGE CONTROL

STATE LIQUOR AUTHORITY

84 Holland Avenue
Albany, New York 12208

317 Lenox Avenue
New York, NY 10027

125 Main Street
Buffalo, New York 14203

IN REPLYING REFER TO

CONDITIONAL LETTER OF APPROVAL
DATE 03/10/2005

071NEWOP1159274252
SERIAL NUMBER 1159274
HAOUZI,JEAN YVES
33 AVENUE FOCH
PARIS, FR 75016

Premise Address

LITTLE REST TWELVE INC
BUDDHA BAR
25 LITTLE W 12TH STREET AKA.41
NEW YORK, NY 10011

Your application for a license, as captioned above, has been approved and a license certificate may be issued upon submission of the items listed on the attached page(s). The State Liquor Authority will then review your application together with the material submitted in order to determine whether a license certificate is issuable.*

No license may be issued until you comply with the attached conditions. Failure to comply with the conditions within 6 months, from the date of this letter, will render your application subject to denial.** If you cannot comply within the 6 month period, you may seek an extension of time by submitting a request in writing to the Authority. If you wish to withdraw your application, you must request your withdrawal in writing. The State Liquor Authority will then disapprove your application without prejudice to your refiling at a future date and will process your refund (less the filing fee).

Sincerely Yours,

Fred J. Giuffre
Fred J. Giuffre, Deputy Commissioner

*NOTE: IF YOU WISH TO PICK UP YOUR LICENSE IN PERSON, 24 HOUR NOTICE AND A PHOTO I.D. ARE REQUIRED. NO LICENSE CAN BE ISSUED AFTER 3:30 P.M.!

**NOTE: FAILURE TO COMPLY WITH THE ATTACHED CONDITIONS WITHIN 6 MONTHS FROM 03/10/2005 WILL RENDER YOUR APPLICATION SUBJECT TO DENIAL.

cc: PESETSKY, WARREN B
325 BROADWAY SUITE#501
NEW YORK, NY 10007