

THAT THE PURCHASED ASSETS SHALL BE ACQUIRED BY ASSIGNEE IN THEIR “AS-IS, WHERE IS” CONDITION, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW) EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE AND ASSIGNMENT. ASSIGNOR AND ASSIGNOR’S RELATED PARTIES HAVE NOT MADE, AND EXPRESSLY AND SPECIFICALLY DISCLAIM, AND ASSIGNEE ACCEPTS THAT ASSIGNOR AND ASSIGNOR’S RELATED PARTIES HAVE DISCLAIMED, ANY REPRESENTATIONS, GUARANTIES OR WARRANTIES OF OR RELATING TO THE PURCHASED ASSETS, INCLUDING WITHOUT LIMITATION, OF OR RELATING TO: (a) THE USE, INCOME POTENTIAL, EXPENSES, MAINTENANCE, OPERATION, CHARACTERISTICS OR CONDITION OF THE PURCHASED ASSETS OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION, WARRANTIES OF SUITABILITY, MERCHANTABILITY, DESIGN OR FITNESS FOR ANY SPECIFIC PURPOSE OR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE CONSTRUCTION; OR (b) THE NATURE, MANNER, CONSTRUCTION, CONDITION, STATE OF REPAIR, OR LACK OF REPAIR OF THE EQUIPMENT, WHETHER OR NOT OBVIOUS, VISIBLE OR APPARENT.

AS A MATERIAL PART OF THIS BILL OF SALE, ASSIGNEE HEREBY EXPRESSLY ASSUMES ALL LIABILITIES AND OBLIGATIONS OF ASSIGNOR UNDER THE CONTRACTS AND THE STORAGE UNIT CONTRACTS AND ALL RISKS, LIABILITIES, DAMAGES, AND COSTS RELATING TO THE PURCHASED ASSETS AND THE HOSPITALITY BUSINESS

EXECUTED effective as of the 29th day of September, 2006.

ASSIGNOR:

HARRELL HOSPITALITY GROUP, INC.,

a Delaware corporation

By: _____
Paul Barham, CEO

AGREED AND ACCEPTED AS OF THE 29TH DAY OF SEPTEMBER 2006.

ASSIGNEE:

HOTEL MANAGEMENT GROUP, INC.

By: _____
Paul Barham, President

EXHIBIT "A"

The Equipment